

The Planning and Zoning Commission of the City of Anna will hold a meeting at 7:00 p.m. on Monday, October 3, 2022, at the Municipal Complex located at 120 W. 7th Street, to consider the following items:

1. **Call to Order and Establishment of Quorum**
2. **Invocation and Pledge of Allegiance**
3. **Neighbor Comments:** At this time, any person may address the Planning & Zoning Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak. We are encouraging neighbors who wish to have their comments included, e-mail Lauren Mecke, Planning Manager (LMECKE@annatexas.gov) by October 3, 2022, no later than 3:00 PM so it may be read into the record.

No discussion or action may be taken at this meeting on items not listed on this 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.

4. **Location Map**

2023 Planning & Zoning Submittal Calendar

5. Review/Discuss/Action on the 2023 Planning & Zoning Submittal Calendar.

Consent Items

6. Consider/Discuss/Action to approve minutes of the September 6, 2022 Planning & Zoning Commission Meeting.
7. Consider/Discuss/Action on the Anna Christian Friendship, Block A, Lot 1, Development Plat. Applicant: Anna Christian Fellowship.
8. Consider/Discuss/Action on the CR505 Addition, Block A, Lot 1, Development Plat. Applicant: Tom Hayes.
9. Consider/Discuss/Action on the Arden Park, Phase 1, Final Plat. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.
10. Consider/Discuss/Action on the Arden Park, Phase 1, Site Plan. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.
11. Consider/Discuss/Action on The Woods at Lindsey Place, Phase 1, Final Plat. Applicant: D.R. Horton.
12. Consider/Discuss/Action on The Woods at Lindsey Place, Block L, Lot 9X, Site Plan. Applicant: D.R. Horton.
13. Consider/Discuss/Action on the Avery Pointe Commercial, Block A, Lots 1-5, Replat. Applicant: Davis Group, Aston Gray, LLC & Retail Buildings, Inc.

14. Consider/Discuss/Action on the East Fork Estates, Lot 23, Replat. Applicant: Robert & Melna Rainey.
15. Consider/Discuss/Action on the Blacklock Storage, Block A, Lot 1, Preliminary Plat. Applicant: 926 Powell Anna TX, LLC.
16. Consider/Discuss/Action on the Dreamville Anna, Block A, Lot 1, Preliminary Plat. Applicant: Alvin Johnson / HHF Dreamville Anna, LLC.
17. Consider/Discuss/Action on the Dreamville Anna, Block A, Lot 1, Site Plan. Applicant: Alvin Johnson / HHF Dreamville Anna, LLC.

Items for Individual Consideration

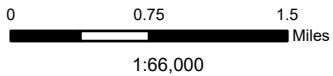
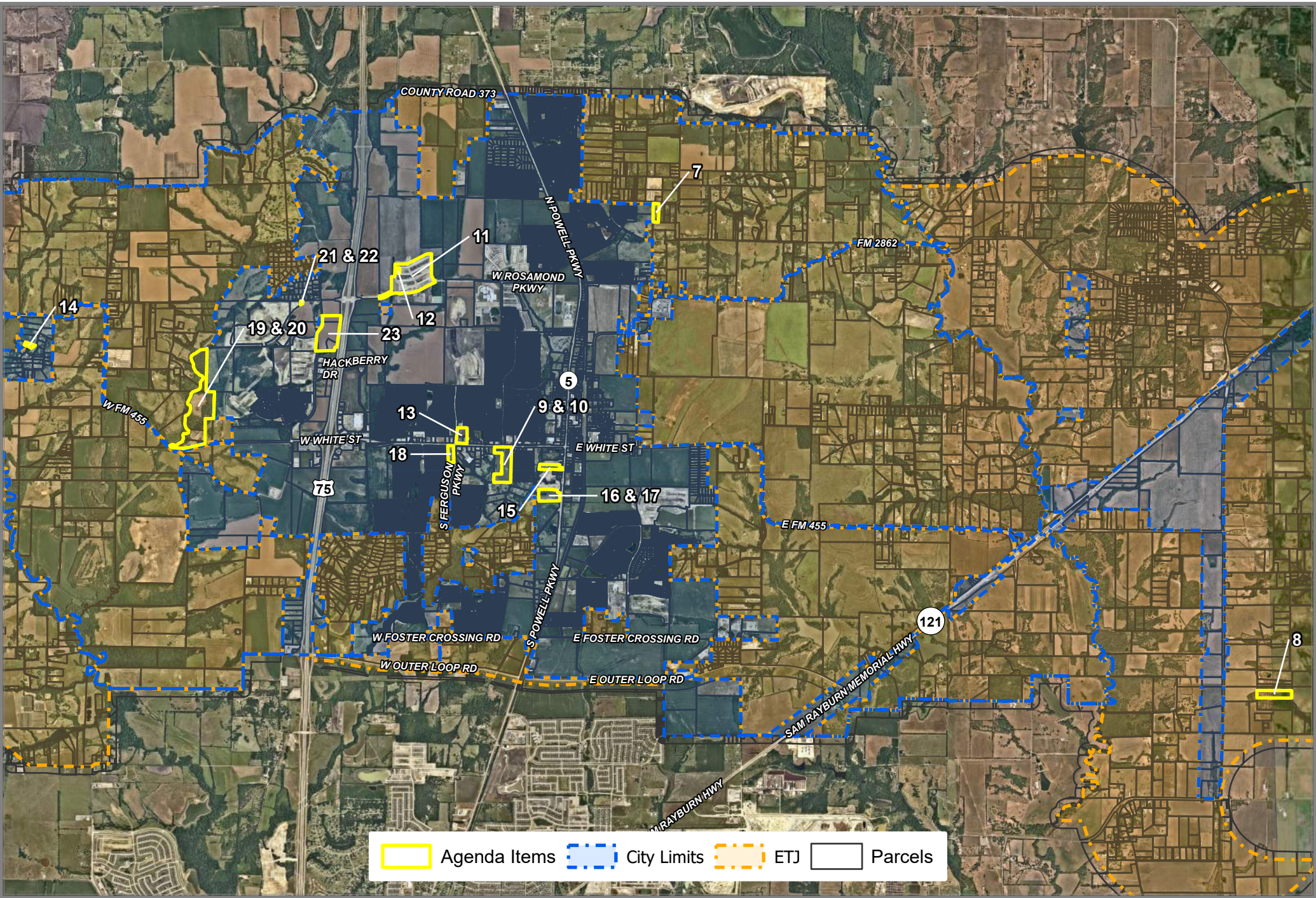
18. Consider/Discuss/Action on the Ferguson-White Addition, Block A, Lot 1, Revised Site Plan. Applicant: Lamar National Bank
19. Conduct a Public Hearing/Consider/Discuss/Action on a request to establish zoning 78.0± acres located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard to Planned Development-SF-TH Townhome District. Applicant: Charles Covey – LandVest Development.
20. Consider/Discuss/Action on The Parks at Hurricane Creek, Concept Plan. Applicant: Charles Covey – LandVest Development.
21. Conduct a Public Hearing/Consider/Discuss/Action on a request for a Specific Use Permit (SUP) for a metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368. Applicant: MM Anna 325 LLC.
22. Consider/Discuss/Action on the Villages of Hurricane Creek, Site Plan. Applicant: MM Anna 325 LLC.
23. Conduct a Public Hearing/Consider/Discuss/Action on a request to amend Planned Development Ord. No. 860-2020. Applicant: MM Anna 325 LLC

Adjourn

This is to certify that I, Lauren Mecke, Planning Manager, verify that this agenda was posted at a place readily accessible to the public at the Anna Municipal Complex and on the Municipal Complex bulletin board at or before 7:00 p.m. September 30, 2022.



Lauren Mecke
Planning Manager



City of Anna, October 3, 2022 Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 9/29/2022

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Anna. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Anna, its officials or employees for any discrepancies, errors, or variances which may exist.

THE CITY OF
Anna



Item No. 5.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Discussion and Direction regarding the 2023 Planning & Zoning Commission meeting dates.

SUMMARY:

Discussion and Direction regarding the 2023 Planning & Zoning Commission meeting dates. Due to state law requiring plans and plats to be acted upon within 30 days of submittal, it is important for staff to have these dates decided before the January 2023 submittal date. Staff has prepared a draft 2023 calendar for your review. There are three holidays that would impact the July, September, and January 2024 Planning & Zoning Commission meetings.

The July 4th holiday falls on a Tuesday in 2023. The meeting could be:

- Monday, July 3rd
- Wednesday, July 5th
- Thursday, July 6th
- Monday, July 10th

Labor Day weekend always conflicts with the September Planning & Zoning Commission meeting. The Budget Manager, Teri Dobby, has stated that City Council will be holding a budget-related meeting on Tuesday, September 5th. Therefore, we recommend Wednesday, September 6th for the September 2023 Planning & Zoning Commission Meeting.

January 1, 2024 is on a Monday and is a city holiday. We recommend Tuesday, January 2, 2024 for the January 2024 Planning & Zoning Commission meeting.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2023 submittal calendar

APPROVALS:

Salena Tittle, Planner II

Salena Tittle, Planner II

Lauren Mecke, Planning Manager

Ross Altobelli, Director of Development Services

Created/Initiated - 9/28/2022

Approved - 9/28/2022

Approved - 9/28/2022

Final Approval - 9/28/2022

2023 - ZONING, PLAN, AND PLAT SUBMITTAL CALENDAR

*SUBMITTAL DATE <i>1st Wednesday following a regularly scheduled P&Z meeting</i>	1ST REVIEW MEETING (STAFF)	STAFF COMMENTS AVAILABLE	**CORRECTED PLANS RETURNED	P&Z DATE	ZONING & RESIDENTIAL REPLAT PUBLIC HEARING NOTICES (STAFF)	CITY COUNCIL DATE
				1st Monday of the month	18 days prior to CC Date (15 days Required)	2nd & 4th Tuesday of the month
Dec 07, 2022	12/16/22	12/19/22	12/23/22 (Friday)	01/03/23		01/10/23
					01/06/23	01/24/23
Jan 06, 2023 (Friday)	01/13/23	01/17/23 (Tuesday)	01/23/23	02/06/23		02/14/23
					02/10/23	02/28/23
Feb 08, 2023	02/17/23	02/21/23 (Tuesday)	02/27/23	03/06/23		03/14/23
					03/10/23	03/28/23
Mar 08, 2023	03/17/23	03/20/23	03/27/23	04/03/23		04/11/23
					04/07/23	04/25/23
Apr 05, 2023	04/14/23	04/17/23	04/24/23	05/01/23		05/09/23
					05/05/23	05/23/23
May 05, 2023 (Friday)	05/12/23	05/15/23	05/22/23	06/05/23		06/13/23
					06/09/23	06/27/23
Jun 07, 2023	06/16/23	06/20/23	06/26/23	07/10/23 (or 07-03 thru 07-07)		07/11/23
					07/07/23	07/25/23
Jul 07, 2023 (Friday)	07/14/23	07/17/23	07/24/23	08/07/23		08/08/23
					08/04/23	08/22/23
Aug 09, 2023	08/18/23	08/21/23	08/28/23	09/06/23 (Wednesday)		09/12/23
					09/08/23	09/26/23
Sep 06, 2023	09/15/23	09/18/23	09/25/23	10/02/23		10/10/23
					10/06/23	10/24/23
Oct 06, 2023 (Friday)	10/20/23	10/23/23	10/30/23	11/06/23		11/14/23
					11/22/23 (Wednesday)	12/12/23
Nov 08, 2023	11/17/23	11/20/23	11/27/23	12/04/23		12/12/23
					12/22/23	01/09/24
Dec 06, 2023	12/15/23	12/18/23	12/22/23 (Friday)	01/02/24 (Tuesday)		01/09/24
					01/05/24	01/23/24

All dates are tentative and may be adjusted for holidays, meeting cancellations, etc.

*No later than 4:00 P.M. on the submittal day

**Corrected plans MUST be returned to Planning by 11:00 A.M.



Item No. 6.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action to approve minutes of the September 6, 2022 Planning & Zoning Commission Meeting.

SUMMARY:

September 6, 2022 Planning & Zoning Commission Meeting Minutes.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATIONS:

ATTACHMENTS:

1. 09-06-2022 PZ Minutes

**MINUTES
PLANNING AND ZONING COMMISSION
September 6, 2022**

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on September 6, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, to consider the following items.

1. Call to Order and Establishment of Quorum

The meeting was called to order at 7:00 p.m.

Commissioners present were Kelly Patterson-Herndon, David Nylec, Douglas Hermann, Michelle Clemens, and Staci Martin. Commissioners absent were Dennis Ogan and Paul Wenzel. Staff present was Ross Altobelli, Lauren Mecke, and Salena Tittle.

2. Invocation and Pledge of Allegiance

Commissioner Hermann gave the invocation and Commissioner Nylec led the Pledge of Allegiance.

3. Citizen Comments: At this time, any person may address the Planning and Zoning Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this 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.

4. Location Map

Consent Items

Commissioner Clemens advised that she would like to pull Consent Agenda Item 13 from the Consent Agenda for discussion.

Chairwoman Patterson-Herndon advised that she would like to pull Consent Agenda Item 15 from the Consent Agenda for discussion.

A motion was made by Commissioner Hermann, seconded by Commissioner Clemens to recommend approval of consent items 5-12, 14, and 16-17. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meeting.
6. Consider/Discuss/Action on The H.M. Estates, Block A, Lot 1, Development Plat. Applicant: Hallee Murphy.
7. Consider/Discuss/Action on The Melgar Estates, Block A, Lot 1, Development Plat. Applicant: Jose Melgar.
8. Consider/Discuss/Action on the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat. Applicant: Jason Moore.
9. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat. Applicant: Brakes Plus, LLC.
10. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lot 6, Site Plan. Applicant: Brakes Plus, LLC.
11. Consider/Discuss/Action on the Arden Park, Phase 1, Final Plat. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.

12. Consider/Discuss/Action on the Arden Park, Phase 1, Site Plan. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.
13. Consider/Discuss/Action on the Anna Crossing, Phase 10, Preliminary Plat. Applicant: Anna Town Center No. 7 / LNRD LLC.
14. Consider/Discuss/Action on the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat. Applicant: Rufus Duncan / Yellow W Land Co.
15. Consider/Discuss/Action on the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan. Applicant: Anacapri Laguna Azure, LLC.
16. Consider/Discuss/Action on the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan. Applicant: Gehan Homes LTD.
17. Consider/Discuss/Action on the Villages of Waters Creek, Block B, Lot 1, Site Plan. Applicant: Anna 51 Joint Venture.

Items for Individual Consideration

Discussion on Consent Agenda Item 13:

Mr. Altobelli introduced the item. The applicant is requesting approval of a Preliminary Plat. The Preliminary Plat is recommended for approval.

Commissioner Clemens asked if the applicant was proposing any amenities, pocket parks, or play areas for the residential community.

Mr. Altobelli pointed out on the plan, where there will be a potential trail and the drainage and detention easement that is an open area for the potential of being a playground. Mr. Altobelli advised that those two specific sites were the only called out on this specific plat.

Commissioner Clemens asked if the developer was Pulte Homes.

Mr. Altobelli advised yes.

Commissioner Clemens advised that it did not look like there were going to be any playgrounds or pocket parks in Phase 8 or Phase 9 that are in the process of completion. Commissioner Clemens asked staff if there were going to be any playgrounds or amenities for all of the residents in that community.

Mr. Altobelli said he would defer to the applicant for that information.

A representative with Pulte Homes, Kendall Emerett, advised the Commission that Phase 9 will have roughly 2.5 acres of land that will have, roughly, a 2,000 square foot amenity center with a little bit of common area as well.

Commissioner Clemens asked if the amenity center will be an indoor facility.

Mr. Emerett advised that it will be a fully enclosed air-conditioned amenity center with a porch overhang and will serve the residents of Phase 8, 9, and 10.

Commissioner Clemens asked if it met the 1 acre per 50 lots open space requirement.

Mr. Altobelli advised that this development and its phasing was approved back in 2016 at which time the parkland dedication would serve all of the proposed phases.

Commissioner Clemens asked if Leonard Avenue would be complete before these new phases were done.

Mr. Altobelli advised that Phase 8 is required to construct their portion of Leonard Avenue prior to homes going vertical.

Commissioner Clemens asked if that pertained to Phase 9 & Phase 10 as well.

Mr. Altobelli advised that the entire western portion of Leonard Avenue would be built with Phase 10.

Commissioner Martin asked if they were all sharing the amenity area and open space.

Mr. Altobelli answered yes.

A motion was made by Commissioner Clemens, seconded by Chairwoman Patterson-Herndon to approve the Preliminary Plat. The vote was unanimous.

Discussion on Consent Item 15:

Mr. Altobelli introduced the item. The applicant is requesting approval of a Site Plan. The Site Plan is recommended for approval.

Chairwoman Patterson-Herndon explained that she understands this project will have an HOA but asked if it was supposed to be open to the public as well.

Mr. Altobelli confirmed that there will, in fact, be an HOA, but as part of the zoning, it will be open to the public.

Chairwoman Patterson-Herndon asked if there was going to be a provision for which side will be HOA and which side will be public or if it will be a free for all.

Mr. Altobelli advised that he cannot comment on that, but that there will be amenities available for the residents within the subdivision.

Chairwoman Patterson-Herndon asked if there was any kind of projected estimate of possible revenue that will be brought into the city.

Mr. Altobelli explained that was not something planning had or could answer.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to approve the Site Plan. The vote was unanimous.

18. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 98.0± acres located on the south side of E. White Street, 500± feet east of S. Interurban Street from AG Agricultural District, SF-E Single-Family Residential and Planned Development (Ord. No. 145-2004) to Planned Development. Applicant: Rising Wakulla Investments, L.P.

Mr. Altobelli introduced the item. The applicant is proposing to rezone from AG, SF-E, and Planned Development to Planned Development to allow for a residential and commercial development with modified development standards. The zoning request is recommended for approval.

Commissioner Clemens asked who was going to be responsible for the pond.

Mr. Altobelli advised that the detention pond would be privately owned and maintained by the Homeowners Association.

Commissioner Clemens asked if it was going to be an empty pond that remains dry and catches water.

Mr. Altobelli said he would allow the applicant to answer that question when they make their presentation.

Commissioner Nylec asked about the screening.

Mr. Altobelli went into the detail of what is required and what the applicant is proposing.

Commissioner Clemens asked if the wrought iron fencing being proposed by the applicant was still going to expose homeowners back yards.

Mr. Altobelli explained that there would be a 3-foot berm that would help the residents with privacy as well as landscaping.

Commissioner Clemens asked who would be responsible for the fencing.

Mr. Altobelli explained that it would be the HOA's responsibility with uniform fencing requirements.

The Public Hearing was opened at 7:27 p.m.

Mr. John Vick, the applicant, gave a brief presentation regarding the proposed development.

Chairwoman Patterson-Herndon asked if the garages shown in the presentation were detached garages.

Mr. Vick answered yes.

Chairwoman Patterson-Herndon asked if they would have any cover from the garage to the house.

Mr. Vick explained that some will have walkways, and some will have covered walkways but not all of them.

Commissioner Clemens advised the applicant that she would hate for them to try to re-create Anna Town Square because it would look like Anna Town Square. She proceeded to explain that residents in Anna Town Square were placing mesh along their wrought iron fences because the berm wasn't high enough and they did not want passerby's looking into the backyards. Wrought iron is not something residents want, and they complain about.

Commissioner Nylec advised that he also lives in Anna Town Square, and he agrees with Commissioner Clemens.

Commissioner Clemens explained that it would be nice if they spent a little bit more money into something that would look nicer and last longer.

Mr. Vick advised that he understood what the Commission was asking for but that they were trying to meet the city's requirements and what the city would like. He continued to explain that a masonry wall would be prohibitively expensive but that they are open to suggestions that the Commission would like to see.

Chairwoman Patterson-Herndon asked the applicant if they would do a prefabricated wall that looked like stone.

Mr. Vick advised that would be expensive and they would not like that at all.

Mr. Altobelli made a correction to the stipulation written into the ordinance that requires a 6-foot wood fence, stained and sealed of uniform design and height shall be constructed along the side and rear lot lines for homes adjacent to the 10-foot landscape buffer and 40-foot landscape buffer.

A few Commissioners agreed that would be better and they feel more comfortable with that than a wrought iron fence.

Commissioner Clemens explained that Anna Town Square does not have trails. Sidewalks are just that, they are not trails. Trails would be nice along the green spaces within the proposed development.

Mr. Vick said he believes they will have a combination of both, sidewalks and trails and will place them in the areas best suited for such.

Mr. Altobelli clarified that in the Parks Master Plan, there is a trail shown that would connect the in the center and comes down and that there should be a 10-foot-wide concrete trails that connects in the area. He also advised that there are easements, at the preliminary plat stage, associated with putting the trail in first and it would be reimbursable to the applicant.

Commissioner Clemens asked if they were going to meet the landscaping that is associated with Anna Town Square.

Mr. Vick advised that they did include landscaping requirements, but they did not match that of Anna Town Square.

Commissioner Hermann asked if the flex open space will remain untouched until something comes in.

Mr. Vick explained that they will probably grass it so it is usable until something comes in and leave the ability to relate to the commercial space when it comes in.

Commissioner Clemens asked if the townhomes were going to be masonry product.

Mr. Vick advised yes.

Commissioner Hermann asked if staff needed to place some sort of zoning on the open space.

Mr. Altobelli explained that it would be in the best interest of the city to state in the PD an additional stipulation that it is a minimum 5 acres of flex open space per the Concept Plan and that it needs to have some sort of zoning to ensure that anything can come into that area, but that the Commission can state that it comes back to them for approval when something is ready to come in.

The Public Hearing was closed at 7:45 p.m.

Chairwoman Patterson-Herndon asked staff if the Commission has the ability to propose the wood fence along Leonard Avenue to maintain residents' privacy.

Mr. Altobelli explained the Planned Development stipulations that are listed and advised yes.

Chairwoman Patterson-Herndon asked what staff's professional opinion is of the zoning request and development being proposed.

Mr. Altobelli advised the Commission that the requests meet that of the 2050 Comprehensive Plan and explained the items that staff looks at when reviewing requests and how it relates to the 2050 Comprehensive Plan.

A motion was made by Commissioner Nylec, seconded by Commissioner Hermann to recommend approval of the zoning request. The vote was unanimous.

19. Consider/Discuss/Action on the Leonard Trails, Concept Plan. Applicant: Rising Wakulla Investments, L.P.

Mr. Altobelli introduced the item. The applicant is requesting approval of a Concept Plan associated with the zoning case, Agenda Item 18.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Nylec to recommend approval of the Concept Plan. The vote was unanimous.

20. Conduct a Public Hearing/Consider/Discuss/Action on a request to amend zoning on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. The property is currently zoned Planned Development (Ord. No. 961-2022). Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.

Ms. Tittle introduced the item. The applicant is requesting to amend development standards listed in the Planned Development. The request is recommended for approval.

Chairwoman Patterson-Herndon asked if the current ordinance states that the side yard setback should be 15 feet.

Ms. Tittle replied yes.

Commissioner Clemens asked if there was a reason for the 10-foot setback request.

Mr. Altobelli explained that he was the planner that reviewed the original zoning request and the Concept Plan during that time already proposed the request and had the exhibit identifying their request, but it was missed when listed stipulations were placed in the Planned Development. The intent was already there, it was just an oversight by staff and the applicant that it was not included.

Chairwoman Patterson-Herndon asked what happens if they hold them to the standard as it is today with a 15-foot side yard setback.

Mr. Altobelli explained that the applicant would lose 12 lots but the Concept Plan that was already approved, allowed for a 10-foot side yard setback.

Commissioner Martin asked if the applicant provided a reason why they could not meet the 15-foot setback.

Mr. Altobelli explained to the Commission that they had, it just did not make it in the written stipulations.

Commissioner Clemens explained that she is fine as long as this is a one-time thing, and it was just a mistake versus someone coming in and just continuing to ask for variances.

Chairwoman Patterson-Herndon advised that she went back to the approval and confirmed that it was there the whole time, and it was just mistakenly left out of the written stipulations.

The Public Hearing was opened at 8:04 p.m.

The Public Hearing was closed at 8:05 p.m.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to recommend approval of the zoning amendment request. The vote was unanimous.

21. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding The Parks at Hurricane Creek, Zoning and Concept Plan.

Ms. Mecke advised the Commission that the applicant wishes to table the item to the next Planning & Zoning Commission meeting.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Clemens to continue and hold open the public hearing item until the October 3, 2022 Planning & Zoning Commissioner Meeting which will be held at the Municipal Complex located at 120 W. 7th Street at 7:00 p.m.. The vote was unanimous.

Chairwoman Patterson-Herndon advised that while looking back through records and past items, she noticed that staff recommendations changed back in March/April. She mentioned that in her P&Z training in Arlington, the attorney's teaching the class touched on staff recommendations and that staff recommendations help the Commission make better decisions on what is approved. She advised that current staff recommendations have become very generic, and she would like the Commission to receive more information from staff.

Mr. Altobelli advised that it is the role of staff to be transparent and explain whether items are in conformance with the Comprehensive Plan and in conformance with the rules and regulations set forth in our Subdivision Regulations and Zoning Ordinances. He also advised that staff will provide the background information but staff is not the appointed or elected board who would make the decisions. Given the information staff provides, it is up to the Boards and Commissions as well as Council to make those decisions in what is best suited for their community.

Commissioner Clemens explained the importance of the 2050 Comprehensive Plan and what is laid out inside of it is what the citizens wanted.

Mr. Altobelli explained to the Commission that is why staff includes that in their staff reports because staff understands the importance of it.

Adjourn

A motion was made by Commissioner Nylec, seconded by Chairwoman Patterson-Herndon to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:18 p.m.

Chairwoman Kelly Patterson-Herndon

ATTEST:

Planner II



Item No. 7.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the Anna Christian Friendship, Block A, Lot 1, Development Plat. Applicant: Anna Christian Fellowship.

SUMMARY:

Religious facility and two accessory structures on one lot on 5.0± acres located on the south side of County Road 376, 1,875± feet east of County Road 427. Located within the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

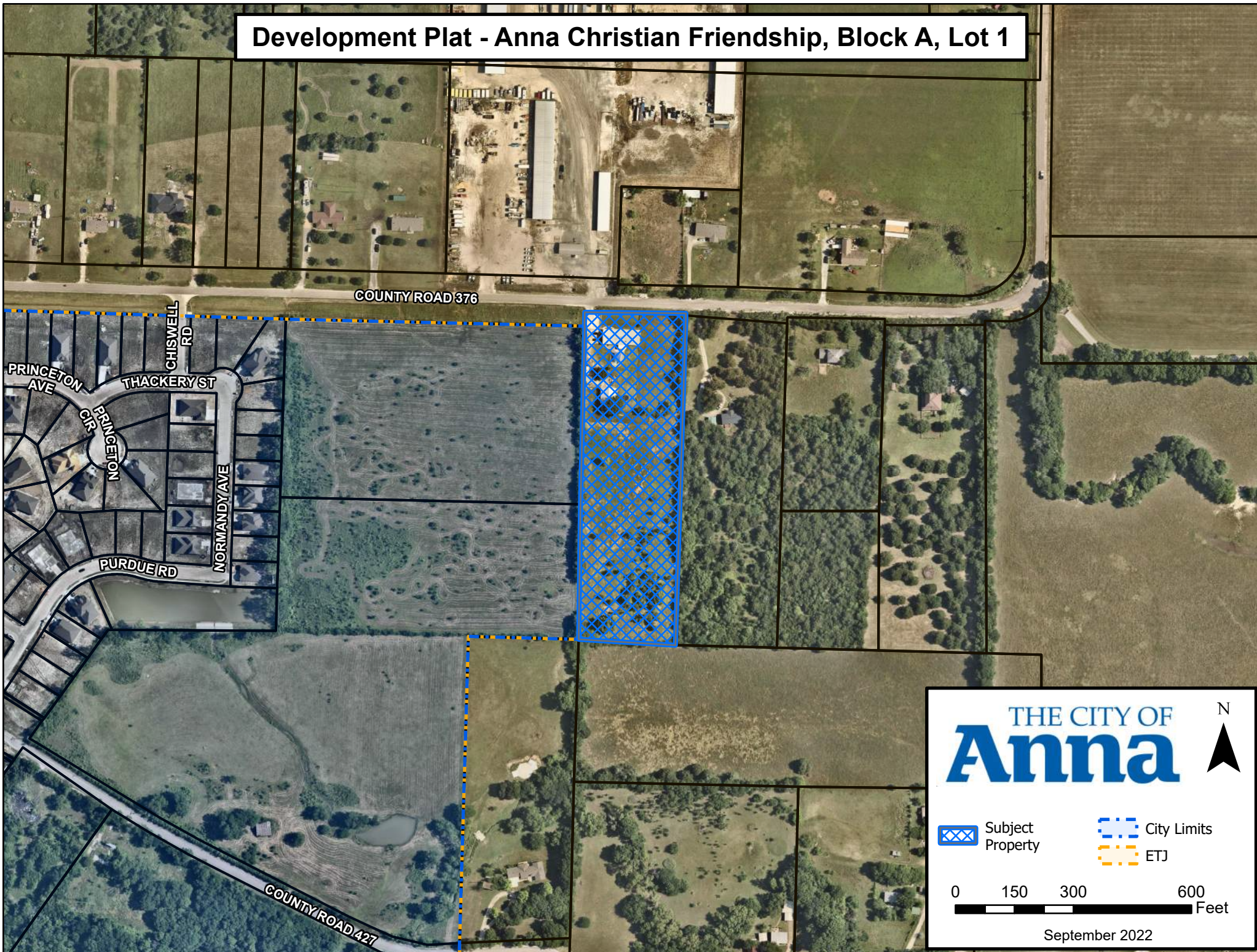
STAFF RECOMMENDATIONS:

The Development Plat is in conformance with the city's Subdivision Regulations.

ATTACHMENTS:

1. Anna Christian Friendship Locator Map
2. Exhibit A - Anna Christian Friendship Development Plat
3. P&Z Signed Application

Development Plat - Anna Christian Friendship, Block A, Lot 1



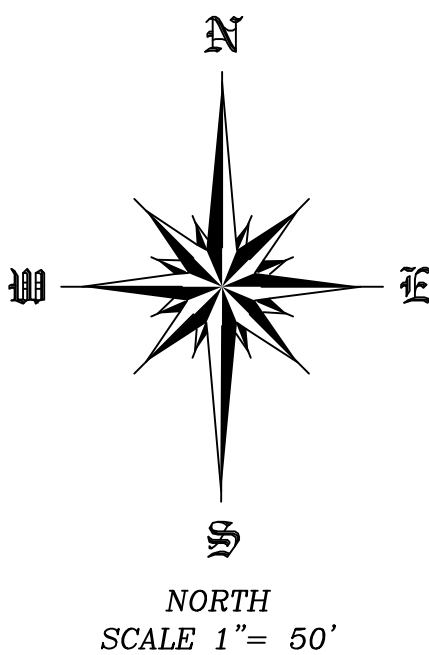
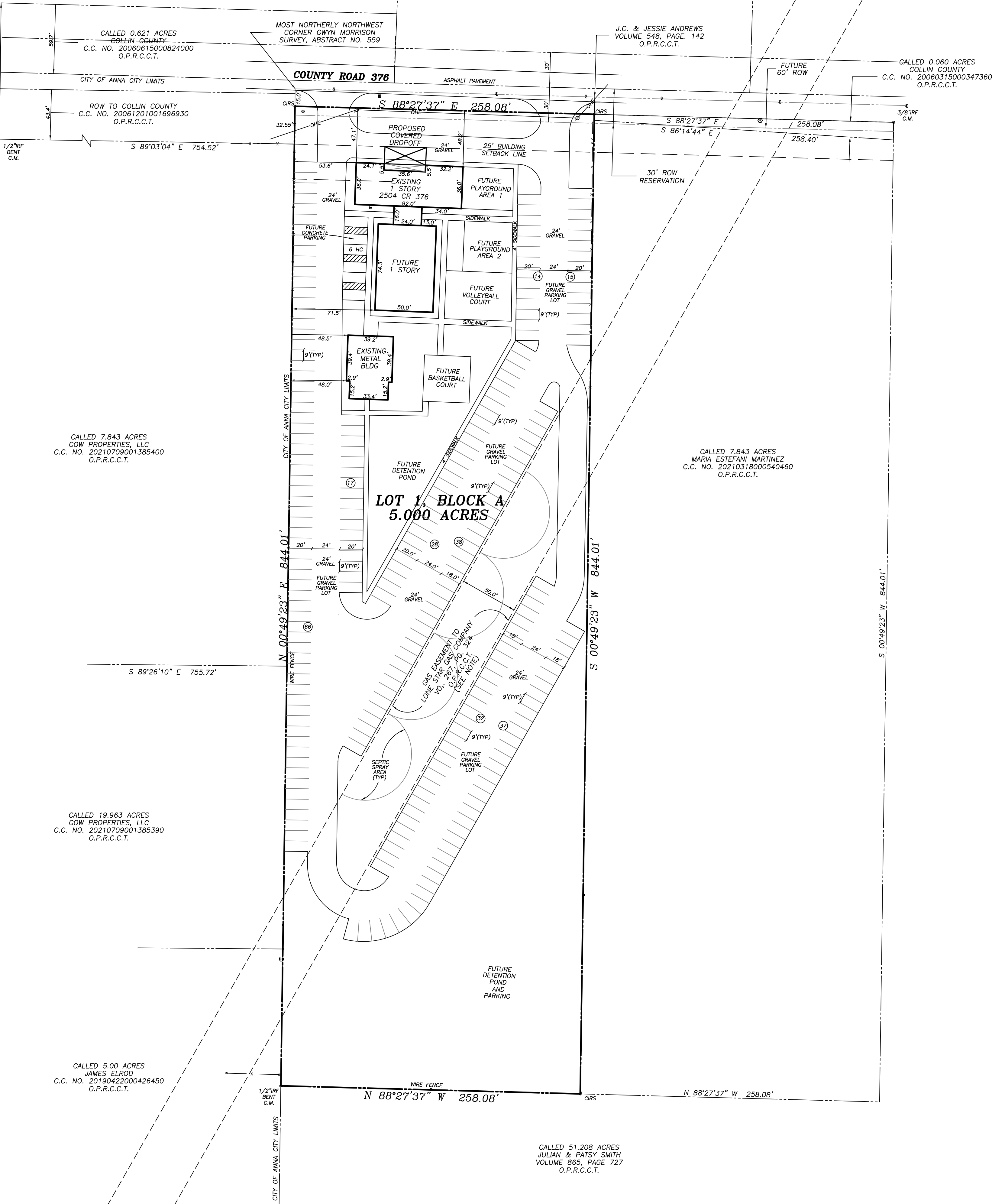


Pepper Family Partnership, LTD. as recorded in Volume 4577, Page 3016
C.C. NO. 20090520000612580
O.P.R.C.C.T.

STEPHEN KALT
C.C. NO. 20090520000612580
O.P.R.C.C.T.

J.C. & JESSIE ANDREWS
VOLUME 548, PAGE 142
O.P.R.C.C.T.

CALLED 0.060 ACRES
COLLIN COUNTY
C.C. NO. 20060315000347360
O.P.R.C.C.T.



- LEGEND**
- C.M. = CONTROLLING MONUMENT
 - CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
 - IRF = IRON ROD FOUND
 - = POWER POLE
 - = MAIL BOX
 - = AC UNIT
 - * = LIGHT POLE
 - ⊙ = SEPTIC SPRINKLER
 - = CLEANOUT
 - = SURVEY LINE
 - = CANOPY/COVER
 - ① = PARKING COUNT

PARKING SPACES 249
HC PARKING 6
TOTAL PARKING SPACES 255

GENERAL NOTES:

- The surveyor has not abstracted subject property.
- This survey is subject to all easements of record.
- Copyright 2022, Surdukan Surveying, Inc.
- The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
- The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, NAD83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Existing water service to this site is provided by **South Grayson Water Supply Corporation**.
- Sanitary Sewer be on OSSF system on site.
- Existing electric is provided by **Grayson-Collin Electric Company**.
- Solid waste will be provided through a private solid waste company.
- Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.
- The Lone Star Gas Easement as recorded in Volume 267, Page 324, O.P.R.C.C.T., does not state a width. We held 25' on each side of the pipeline signs found.

LEGAL DESCRIPTION

BEGIN a tract of land situated in the Gwyn Morrison survey, Abstract 559, Collin County, Texas and being all of a called 5.000 acre tract conveyed to Michael & Sandra Nelson as recorded in Volume 4506, Page 489 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner at the northeast corner of said 5.000 acre tract, said iron rod being in the current south line of County Road 376;

THENCE S 00°49'23" W a distance of 844.01' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 88°27'37" W a distance of 258.08' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

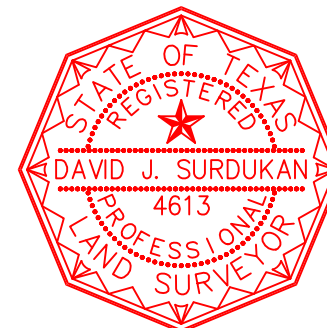
THENCE N 00°49'23" E passing at 811.46' the southeast corner of a tract conveyed to Collin County as recorded in County Clerk's No. 20061201001696930, O.P.R.C.C.T. and continuing in all a distance of 844.01' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the current south line of County Road 376 ;

THENCE S 88°27'37" E with the current south line of County Road 376 a distance of 258.08' to the POINT OF BEGINNING and containing 217,805 Square Feet or 5.000 Acres of land.

SURVEYOR'S CERTIFICATE

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2019. The property is subject to all easements of record.

David J. Surdukan
David J. Surdukan R.P.L.S. No. 4613



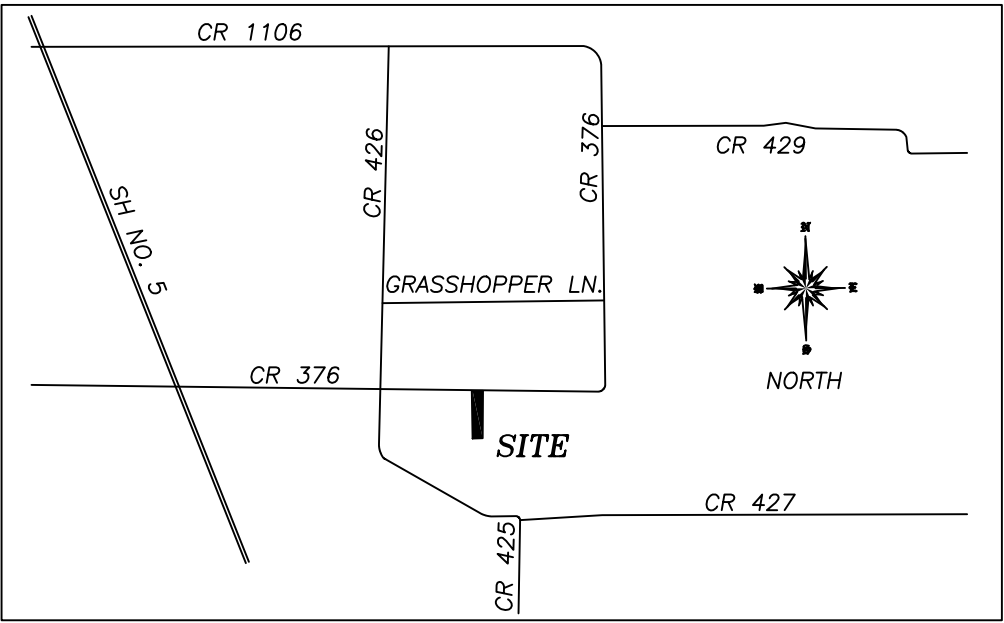
CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2022, by the City Council of the City of Anna Texas

(Mayor)

City Secretary

EXHIBIT A



VICINITY MAP
NOT TO SCALE

DEVELOPMENT PLAT
ANNA CHRISTIAN FRIENDSHIP
LOT 1, BLOCK A
BEING 5.000 ACRES OUT OF THE
GWYN MORRISON SURVEY
ABSTRACT NO. 559
COLLIN COUNTY, TEXAS

ANNA CHRISTIAN FRIENDSHIP
2504 CR 376
ANNA, TEXAS 75409
(242) 878-7107
ATT'N: WILLIAM CHINNERS

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

Plans & Plats Development Application



Submittal

- | | |
|---|---|
| ☒ Preliminary Plat/Replat | ☒ Civil Plans |
| ☒ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☒ Combination Preliminary and Final Plat* | ☒ Landscape Plan |
| ☒ Amended Plat | ☒ Tree Preservation |
| ☒ Minor Plat/Replat | ☒ Lighting Plan |
| ☒ Development Plat | ☒ Concept Plan |
| | ☒ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number. _____ acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 100 , to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Anna Christian Fellowship Total Number of Acres: 5
Zoning Classification(s): ETJ Anna Total Number of Lots: 1
Location: 2504 CR 376, Anna, Texas 75409

Property Owner Information & Authorization

Name/Company: Anna Christian Fellowship
Address: 2504 CR 376
City: Anna State: Texas Zip Code: 75409
Phone: (214) 878-7107 Email: wchinnners@aol.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate David Surdukan (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

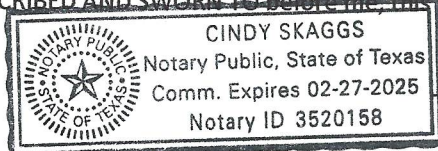
Property Owner's Signature: [Signature] Date: 9-2-2022
Anna Christian Fellowship Director

STATE OF: TEXAS

COUNTY OF: COLLIN

BEFORE ME, a Notary Public, on this day personally appeared William H Chinnners (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 2nd day of September, 2022



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other (specify): Surveyor

Name: David Surdukan

Company: Surdukan Surveying, Inc.

Address: P.O. Box 126

City: Anna State: TX Zip Code: 75409

Phone: (972) 924-8200 Email: david@surdukansurveying.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 8.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on the CR505 Addition, Block A, Lot 1, Development Plat.
Applicant: Tom Hayes.

SUMMARY:

One single-family residence on one lot on 12.0± acres located on the west side of County Road 505, 1,830± feet north of County Road 504. Located within the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

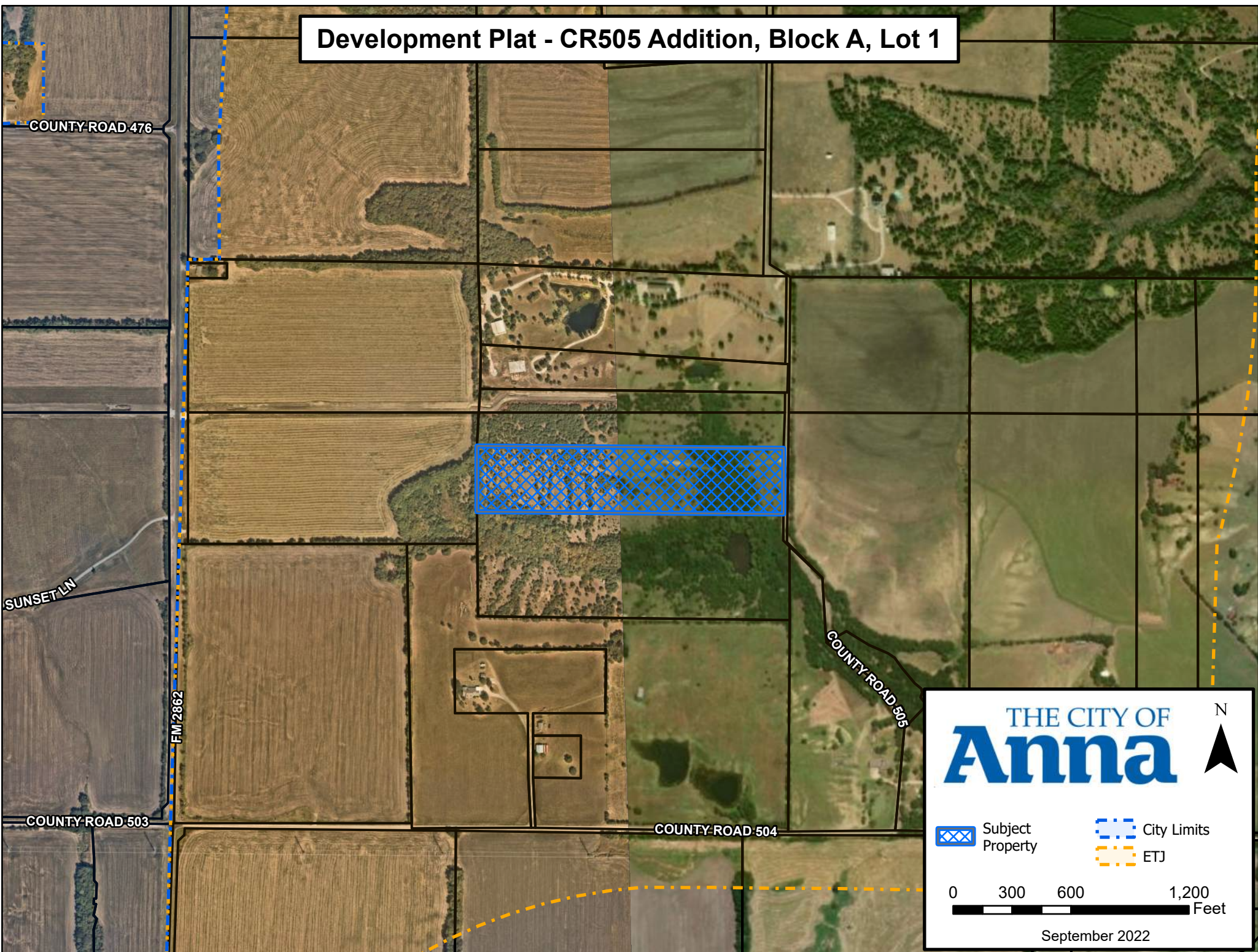
STAFF RECOMMENDATIONS:

The Development Plat is in conformance with the city's Subdivision Regulations.

ATTACHMENTS:

1. CR505 Addition Locator Map
2. Exhibit A (DP) CR505 Addn, BL A, Lt 1
3. Application

Development Plat - CR505 Addition, Block A, Lot 1

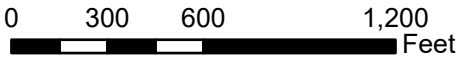


THE CITY OF
Anna

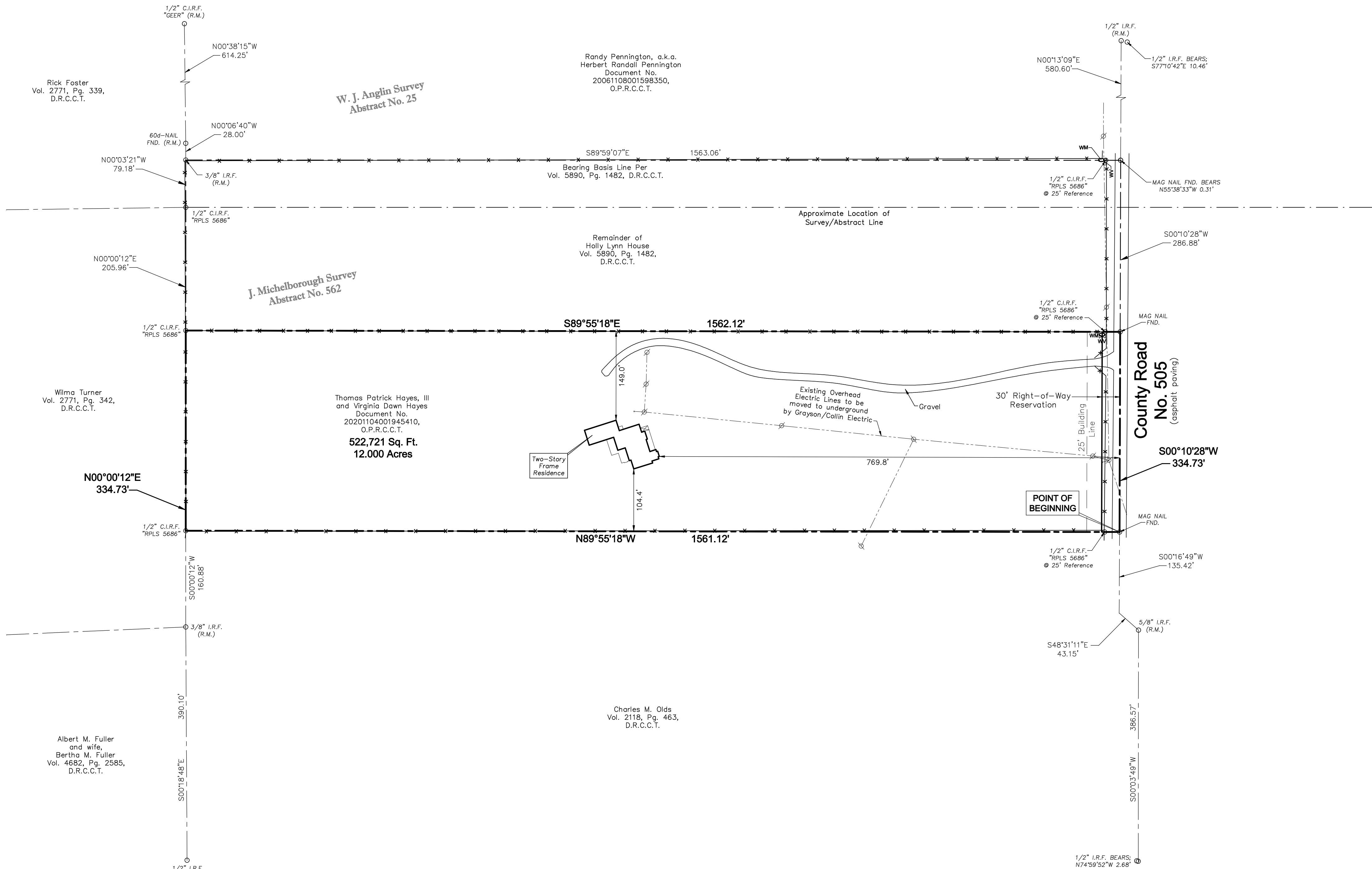


 Subject Property

 City Limits
 ETJ



September 2022



Metes and Bounds Descriptions:

Being a tract of land, situated in the J. Michelborough Survey, Abstract No. 562, in Collin County, Texas, and being all of that tract of land, described by deed to Holly Lynn House, as recorded in Volume 5890, Page 1482, of the Deed Records, Collin County, Texas (D.R.C.C.T.) and being that same 12.000 acre tract of land, described in deed to Thomas Patrick Hayes, III and Virginia Dawn Hayes, as recorded under Document No. 20201104001945410, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a mag nail found for the southeasterly corner of said House tract, same being the northeasterly corner of a tract of land, described by deed to Charles M. Olds, as recorded in Volume 2118, Page 463, D.R.C.C.T., said corner also being in County Road No. 505;

THENCE North 89°55'18" West, along the common line between said House and Olds tracts, passing a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for reference at a distance of 25.00', and continuing in all, a total distance of 1561.12' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southwesterly corner of said House tract, same being the northwesterly corner of said Olds tract, said corner also being in the easterly line of a tract of land, described by deed to Wilma Turner, as recorded in Volume 2771, Page 342, D.R.C.C.T., from which a 3/8" iron rod found bears, South 00°00'12" West, a distance of 180.88';

THENCE North 00°00'12" East, along the common line between said House and Turner tracts, a distance of 334.73' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northwesterly corner of the herein described tract;

THENCE South 89°55'18" East, over and across said House tract, passing a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for reference, at a distance of 1537.12', and continuing in all, a total distance of 1562.12' to a mag nail set in County Road No. 505, same being the easterly line of said House tract;

THENCE South 00°10'28" West, along said County Road No. 505, same being the easterly line of said House tract, a distance of 334.73' to to the **POINT OF BEGINNING** and containing 12.000 acres of land, more or less.

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2022, by the City Council
of the City of Anna, Texas.

Mayor

City Secretary

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

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.

Date: _____

Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5686

**STATE OF TEXAS §
COUNTY OF COLLIN §**

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, 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.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2022.

NOTARY PUBLIC in and for the State of Texas

SYMBOLS LEGEND

✕✕	Wire Fence	WV	Water Valve
—	Wood Fence	WM	Water Meter
—	Chain Link Fence	—	Fire Hydrant
—	Concrete	ICV	Irrigation Control Valve
—	Asphalt	CS	Sanitary Sewer Cleanout
—	Light Standard	SSMH	Sanitary Sewer Manhole
—	Guy Wire/Anchor	SDMH	Storm Drain Manhole
—	Utility Pole	GM	Gas Meter
---	Overhead Wires	GV	Gas Valve

General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No(s). 48085C0180J and 48085C0180K, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way.

2. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.

3. Bearings are based on the northerly line of that tract of land, described by deed to Holly Lynn House, as recorded in Volume 5890, Page 1482, of the Deed Records, Collin County, Texas.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(C.M.) = Controlling Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

Owner:

Thomas Patrick Hayes, III
and Virginia Dawn Hayes
609 S. Parker Street
McKinney, Texas 75069
Contact: Tom Hayes
(281) 979-4955

Surveyor:

North Texas Surveying, LLC
1010 West University
McKinney, Texas 75069
(469) 424-2074
www.northtexasurveying.com
Firm Registration No. 10074200
Contact: Chad Holcomb

**DEVELOPMENT PLAT
CR505 ADDITION
LOT 1, BLOCK A**

J. Michelborough Survey,
Abstract No. 562
Collin County, Texas

Preparation Date: August 23, 2022
Scale: 1" = 100'

EXHIBIT A

DATE: 08/23/2022 SCALE: 1" = 100' DRAWN BY: C.S.H. CHK'D BY: M.B.A. JOB NO.: 2020-0084

Plans & Plats Development Application



Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☒ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

*Prior approval required

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

_____ 12 _____ acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 100.00, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: JOHN MICHAEL BOROUGHT SURVEY Total Number of Acres: 12
Zoning Classification(s): _____ Total Number of Lots: 1
Location: 1061 CR 505 ANNA TX 75409

Property Owner Information & Authorization

Name/Company: TOM HAYES
Address: 609 S. PARKER
City: MCKINNEY State: TX Zip Code: 75069
Phone: 281-979-4955 Email: tom.hayesTX@gmail.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

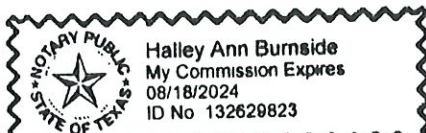
Property Owner's Signature: Thomas Hayes Date: 9-7-2022

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____ (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 7th day of September, 2022



Halley Ann Burnside

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 9.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the Arden Park, Phase 1, Final Plat. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.

SUMMARY:

60 Single-family dwelling, detached lots, 27 single-family dwelling, attached lots, five common area lots, and two commercial lots on 20.4± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: C-1 Restricted Commercial (C-1), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and Planned Development-SF-TH Townhome District (PD-SF-TH) (Ord. No. 961-2022).

The purpose of the Final Plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the single-family residential development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

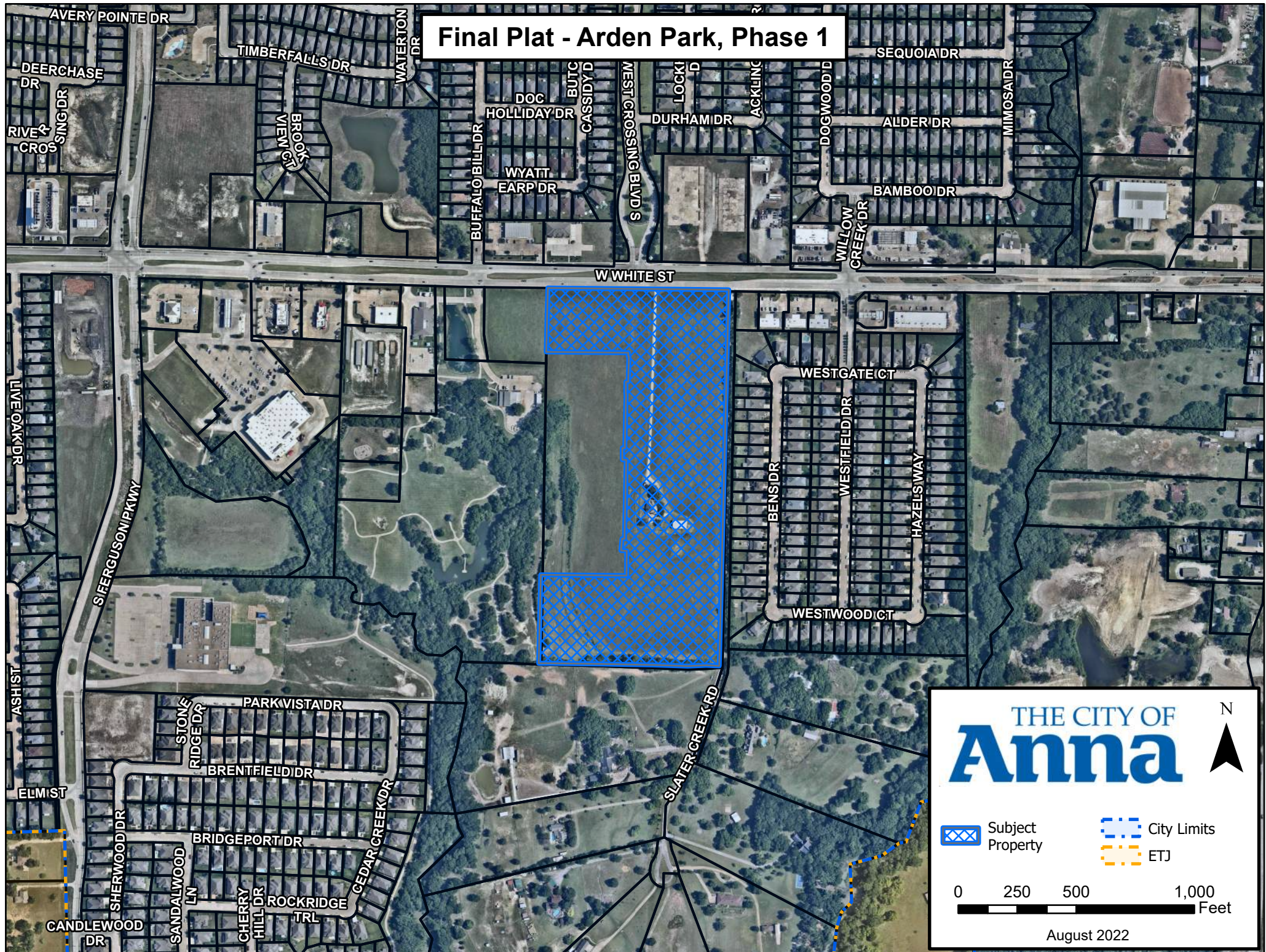
STAFF RECOMMENDATIONS:

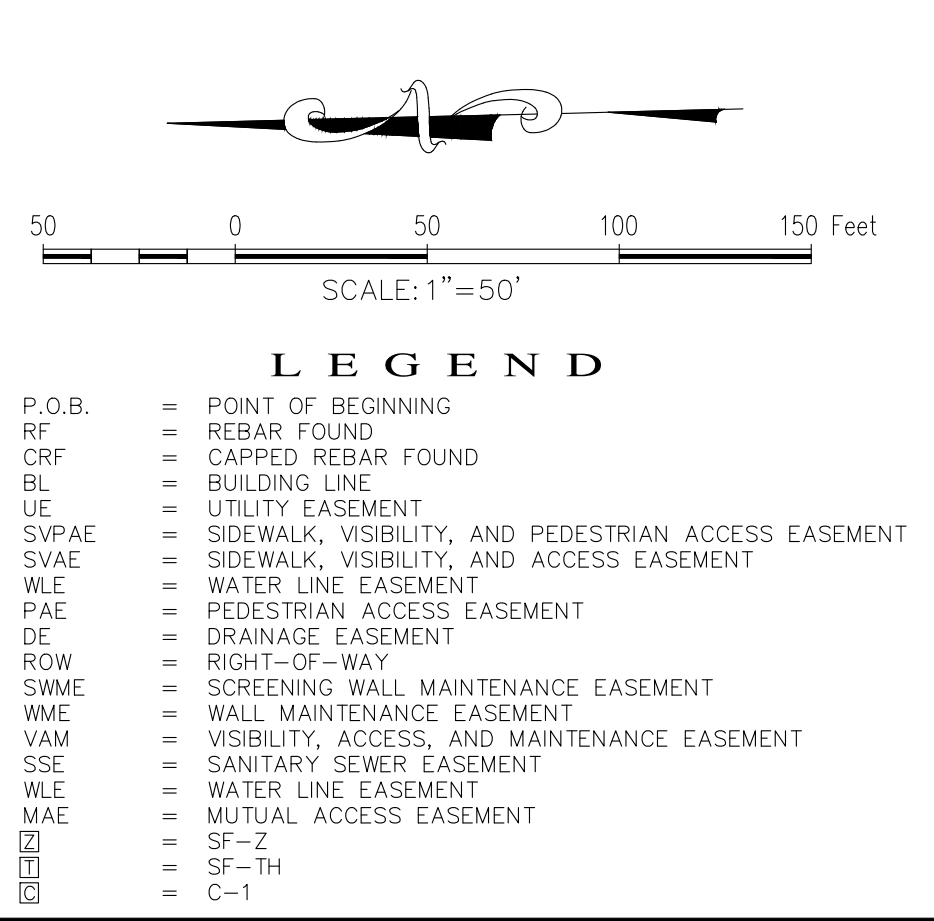
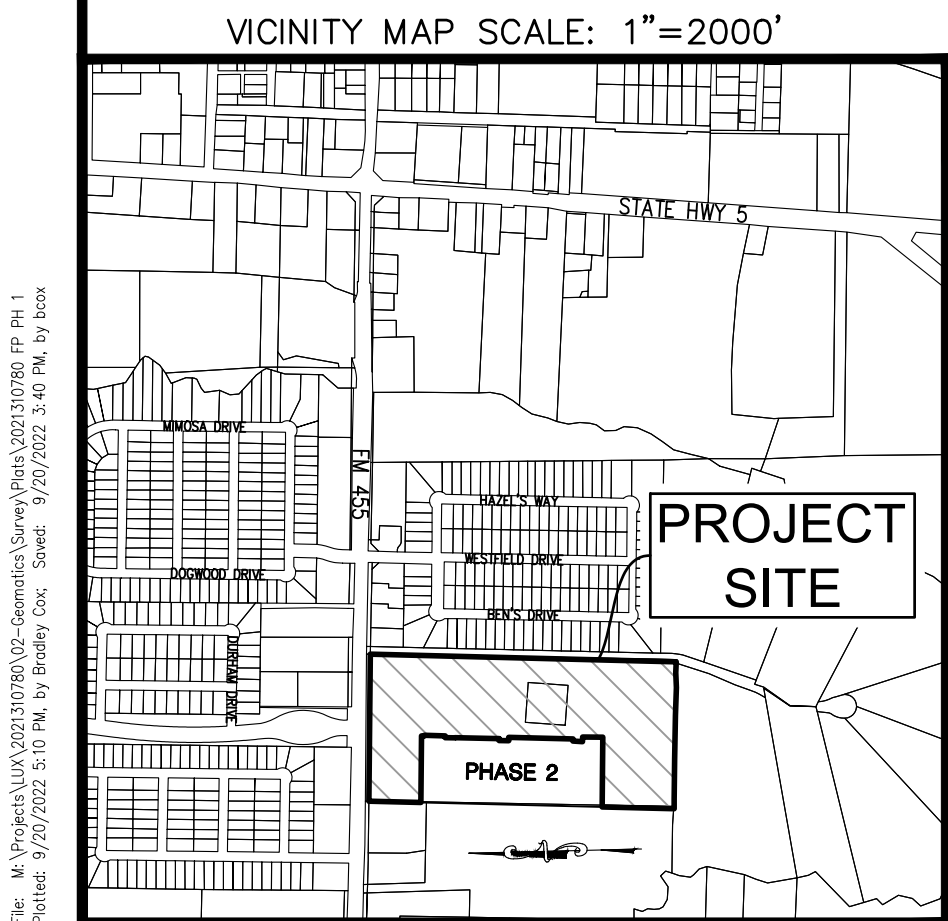
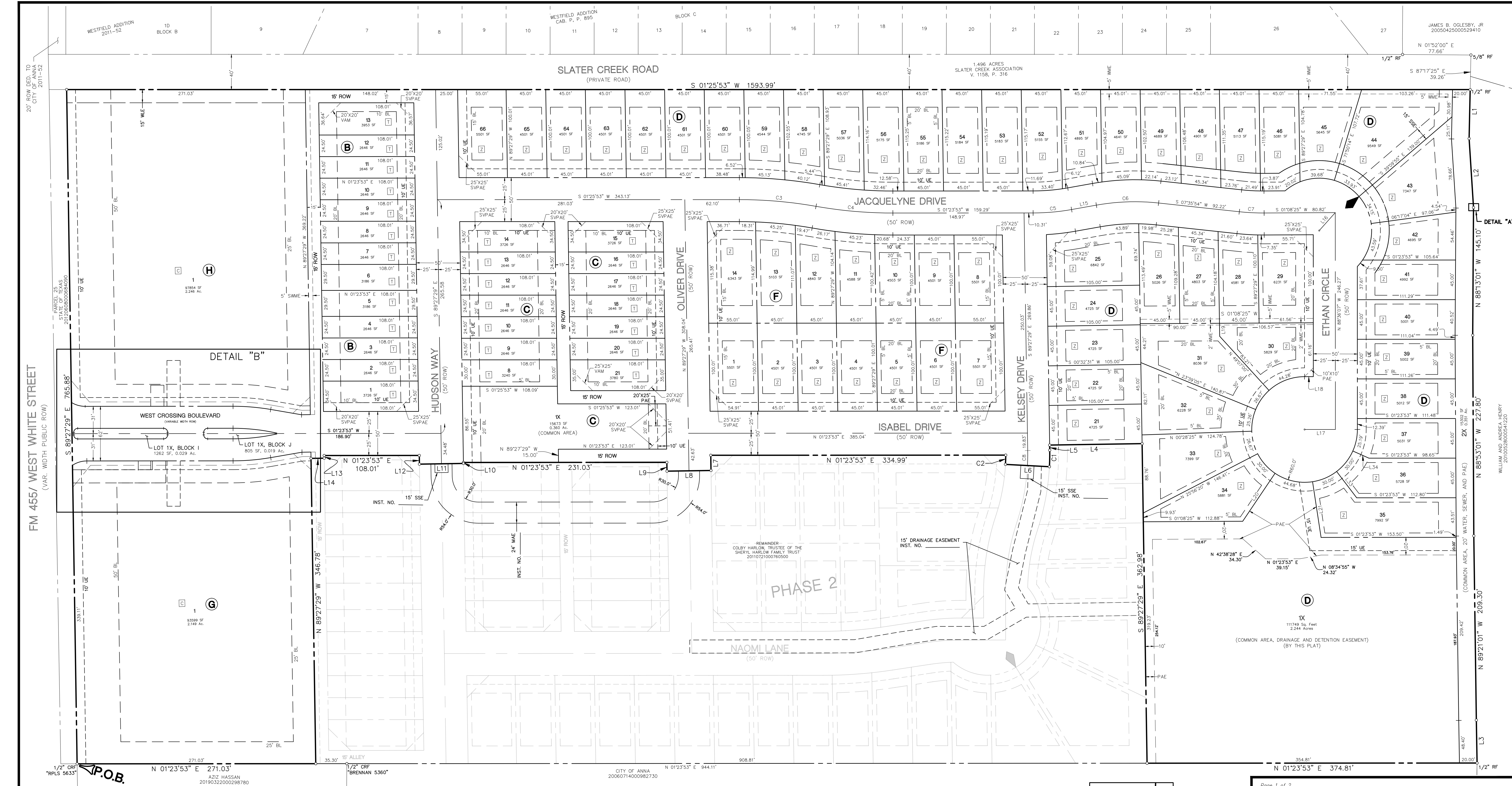
The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Arden Park Phase 1 Final Plat Locator Map
2. Exhibit A - (FP) Arden Park, Phase 1
3. Development Application for P&Z

Final Plat - Arden Park, Phase 1





SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

JAMES STOWELL, RPLS 6613 9/20/22

James Stowell, RPLS
Texas Registration No. 6513

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared JAMES STOWELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public State of Texas
My commission expires the _____ day of _____, _____.

EXHIBIT A

**FINAL PLAT
ARDEN PARK
PHASE 1**

60 SF-Z Lots, 27 SF-TH Lots,
2 C-1 Lots, & 5 Common Area Lots
20.440 Acres
in the
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
CITY OF ANNA
COLLIN COUNTY, TEXAS

Page 1 of 2

McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

OWNER/DEVELOPER
ARDEN PARK OWNER, LLC
12801 N. CENTRAL EXPRESSWAY
STE 1675
DALLAS, TEXAS
Ph. 214.440.5806
Contact: ADAM GREEN

DRAWN BY: BC DATE: 2/11/2022 SCALE: 1"=50' JOB. NO. **LUX2021 310780**

LEGAL DESCRIPTION

BEING all that certain lot, tract, or parcel of land, situated in the Joseph Schluter Survey, Abstract Number 856, City of Anna, Collin County, Texas, and being part of that certain tract of land, described by deed to Colby Harlow, Trustee of the Sheryl Harlow Family Trust, recorded in Document Number 2010721000760500, Deed Records, Collin County, Texas, and including the one acre, un-described tract of land, immediately surrounding the existing residence, less and except that certain tract of land, described by deed as Parcel 25 to the State of Texas, recorded in Document Number 20120608000684090, Deed Records, Collin County, Texas, and being all that certain tract of land, described by deed to Arden Park Owner TX, LLC, recorded in Document Number 2022000069307, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "RPLS 5633", at the northwest corner of said Harlow tract, same being the southwest corner of said Parcel 25, being the northeast corner of that certain tract of land, described by deed to Aziz Hassan, recorded in Document Number 20190322000298780, Deed Records, Collin County, Texas, and being in the south line of West White Street (FM 455, called 90-foot right-of-way);

THENCE S 89°27'29" E, with the north line of said Harlow tract, and the south line of West White Street, a distance of 765.88 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner of said Harlow tract, same being the southeast corner of said Parcel 25, and being in the west line of Slater Creek Road (Private Road), called 1.496 Acres to the Slater Creek Association, recorded in Volume 1158, Page 316, Deed Records, Collin County, Texas, and being in the south line of West White Street;

THENCE S 01°25'53" W, with the east line of said Harlow tract, and the west line of said Slater Creek Road, a distance of 1593.99 feet to a 1/2" rebar found, at the southeast corner of said Harlow tract, same being the southwest corner of said Slater Creek Road, and being in the north line of a certain tract of land, described by deed to William and Andrea Henry, recorded in Document Number 20100528000541220, Deed Records, Collin County, Texas, from which a 5/8" rebar found, bears S 87°17'25" E, 39.26 feet;

THENCE with the south line of said Harlow tract, and the north line of said Henry tract, the following 6 (six) calls:

N 87°18'25" W, a distance of 55.67 to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°46'59" W, a distance of 78.50 feet to a point from which a 1/2" capped rebar found bears S 45°28' E, 1.2';

N 88°13'01" W, a distance of 145.10 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°53'01" W, a distance of 227.80 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°21'01" W, a distance of 209.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°35'01" W, a distance of 48.70 feet to a 1/2" rebar found at the southwest corner of said Harlow tract, same being the southeast corner of a certain tract of land, described by deed to the City of Anna, recorded in Document Number 20060714000982730, Deed Records, Collin County, Texas, and being in the north line of said Henry tract;

THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said City of Anna tract, a distance of 374.81 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over, across, and through said Harlow tract the following eighteen (18) calls:

S 89°27'29" E, a distance of 362.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 105.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 5.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with a curve to the right, having a radius of 275.00 feet, an internal angle of 3°54'18", and an arc length of 18.74 feet, whose chord bears N 87°30'20" W, 18.74 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 04°26'49" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with a curve to the left, having a radius of 225.00 feet, a central angle of 2°41'00", and an arc length of 10.54 feet, whose chord bears S 86°53'42" E, 10.54 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 334.99 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 17.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 89°27'29" E, a distance of 10.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 231.03 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 1.12 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 89°27'29" E, a distance of 9.85 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 108.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 3.03 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 15.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 346.78 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Harlow tract, and being in the east line of said Hassan tract;

THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said Hassan tract a distance of 271.03 feet to the POINT OF BEGINNING and containing approximately 20.440 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ARDEN PARK OWNER TX, LLC acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ARDEN PARK, PHASE 1, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, 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 particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

FIRE LANE EASEMENT

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

VAM EASEMENT

The area or areas shown on the plat as "VAM" (Visibility , Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

This plot is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block D, as shown on the plat is called "Drainage and Detention Easement."The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

ACCESS EASEMENT

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

WITNESS MY HAND this _____ day of _____, 2022.

By: Arden Park Owner TX, LLC
a Delaware limited liability company

Chun Yi Huang
Vice President

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared CHUN YI HUANG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public State of Texas

My commission expires the _____ day of _____, _____.

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2022, by the City Council, City of Anna, Texas.

Mayor

City Secretary

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. MCADAMS, and the Surveyor shall not be liable for any unauthorized use hereof.
- No flood zone area analysis has been performed by MCADAMS on the subject property.
- According to Community/Panel No. 48085C160 J, effective June 2, 2009, of the FLOOD INSURANCE RATE MAP for Collin County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Lot 1X, Block C, Lots 1X, & 2X, Block D, Lot 1X, Block I, and Lot 1X, Block J, are to be owned and maintained by the Home Owner's Association (HOA).
- All corners are 1/2" capped rebar set, stamped "MCADAMS", unless noted otherwise.
- Retaining walls shall be owned and maintained by the HOA, Iron fencing is to be owned and maintained by the HOA, Uniform wood fencing adjacent to HOA common area lots running parallel to the primary streets shall be owned and maintained by the HOA.
- Screening wall easements to be maintained by adjoining commercial lot.
- No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.

Notice: — Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

— Temporary fire lanes shall be constructed using all-weather material (typically "Flex Base"meeting TxDOT Item #247 specifications) capable of supporting fire apparatus weighing up to 90,000 lbs. Fire lanes shall be serviceable and continuously maintained.

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	275.00'	3°54'18"	18.74'	N 87°30'20" W, 18.74'
C2	225.00'	2°41'00"	10.54'	S 86°53'42" E, 10.54'
C3	500.00'	10°00'57"	87.41'	S 06°26'21" W, 87.29'
C4	500.00'	10°02'57"	87.70'	S 06°25'21" W, 87.58'
C5	250.00'	10°03'52"	43.91'	S 03°38'03" E, 43.86'
C6	250.00'	16°15'54"	70.97'	S 00°32'03" E, 70.73'
C7	250.00'	6°27'29"	28.18'	S 04°22'10" W, 28.16'
C8	250.00'	3°54'18"	17.04'	S 87°30'20" E, 17.03'
C9	4.50'	90°52'47"	7.14'	S 44°02'31" E, 6.41'
C10	4.50'	90°00'00"	7.07'	S 46°23'53" W, 6.36'
C11	4.50'	90°00'00"	7.07'	N 43°36'07" W, 6.36'
C12	4.50'	89°07'13"	7.00'	N 45°57'29" E, 6.31'
C13	4.50'	90°00'00"	7.07'	S 43°36'07" E, 6.36'
C14	227.00'	12°22'01"	49.00'	S 07°34'54" W, 48.90'
C15	0.75'	155°15'57"	2.03'	N 88°36'07" W, 1.47'
C16	227.00'	12°22'01"	49.00'	N 04°47'08" W, 48.90'
C17	4.50'	90°00'00"	7.07'	N 46°23'53" E, 6.36'
C18	252.00'	9°46'19"	42.98'	N 06°17'02" E, 42.93'
C19	252.00'	9°46'19"	42.98'	S 03°29'17" E, 42.93'
C20	29.50'	31°45'30"	16.35'	S 17°16'38" W, 16.14'
C21	29.50'	33°35'09"	17.29'	S 15°23'42" E, 17.05'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°18'25" W	55.67'
L2	S 87°46'59" W	78.50'
L3	N 89°35'01" W	48.70'
L4	N 00°32'31" E	105.00'
L5	N 89°27'29" W	5.82'
L6	N 04°26'49" E	50.00'
L7	N 89°27'29" W	17.25'
L8	N 00°32'31" E	50.00'
L9	S 89°27'29" E	10.00'
L10	N 89°27'29" W	1.12'
L11	N 00°32'31" E	50.00'
L12	S 89°27'29" E	9.85'
L13	N 89°27'29" W	3.03'
L14	N 00°32'31" E	15.00'
L15	S 08°40'00" E	28.58'
L16	S 46°47'32" E	27.30'
L17	N 01°23'53" E	35.00'
L18	N 01°23'53" E	10.00'
L19	N 89°27'29" W	14.73'
L20	S 54°35'15" E	65.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S 82°44'46" W	64.02'
L22	S 89°28'54" E	3.00'
L23	N 88°36'07" W	3.00'
L24	S 88°36'07" E	3.00'
L25	N 11°10'12" E	35.52'
L26	S 08°22'26" E	35.99'
L27	S 88°36'07" E	10.00'
L28	S 88°36'07" E	10.00'
L29	S 88°36'07" E	10.00'
L30	S 88°36'07" E	25.00'
L31	S 88°36'07" E	51.49'
L32	N 01°23'53" E	15.00'
L33	S 54°05'53" W	37.56'
L34	S 25°27'01" W	20.00'
L35	N 88°36'07" W	23.99'
L36	N 01°23'53" E	15.00'
L37	S 88°36'07" E	23.99'
L38	S 01°23'53" W	15.00'

LOT / BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
B	37,869	0.869
C	56,609	1.300
D	363,927	8.355
F	68,881	1.581
G	93,599	2.149
H	97,854	2.246
I	1,262	0.029
J	805	0.019
ROW	169,570	3.892
OVERALL SITE	890,376	20.440

FINAL PLAT
ARDEN PARK
PHASE 1

60 SF-Z Lots, 27 SF-TH Lots,
2 C-1 Lots, & 5 Common Area Lots
20.440 Acres
in the
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
CITY OF ANNA
COLLIN COUNTY, TEXAS

Page 2 of 2



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 2/11/2022 SCALE: NTS JOB. No. LUX2021 310780

OWNER/DEVELOPER
ARDEN PARK OWNER TX, LLC
12801 N. CENTRAL EXPRESSWAY
STE 1675
DALLAS, TEXAS
Ph. 214.440.5806
Contact: Adam Green

DETAIL "B"
SCALE: 1"=20'

EXHIBIT A

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☐ Preliminary Plat/Replat | ☒ Civil Plans |
| ☒ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☒ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

28 (27.967) acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$_____, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Arden Park Total Number of Acres: 27.967
Zoning Classification(s): SF & TH Total Number of Lots: 88 SF-Z, 53 SF-TH, 2 C-1 & 5 Common Area Lots
Location: 1029 West White Street, Anna Texas

Property Owner Information & Authorization

Name/Company: Arden Park Owner TX LLC, a Delaware limited liability company
Address: 12801 N Central Expressway, Ste 1675
City: Dallas State: Texas Zip Code: 75243
Phone: 214-440-5606 Email: agreen@bridgetowerhome.com (Adam Green)

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Josh Barton (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

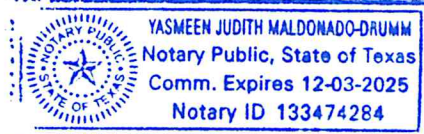
Property Owner's Signature: [Signature] Date: 6/6/2022

STATE OF: Texas

COUNTY OF: Collin

BEFORE ME, a Notary Public, on this day personally appeared Jackson Su (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 6th day of June, 20 22



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Josh Barton

Company: McAdams

Address: 111 Hillside Drive

City: Lewisville State: Texas Zip Code: 75057

Phone: 469.312.0494 Email: jbarton@mcadamsco.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 10.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the Arden Park, Phase 1, Site Plan. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.

SUMMARY:

60 Single-family dwelling, detached lots, 27 single-family dwelling, attached lots, and five common area lots, and two vacant commercial lots on 20.4± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: C-1 Restricted Commercial (C-1), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and Planned Development-SF-TH Townhome District (PD-SF-TH) (Ord. No. 961-2022).

The purpose of the Site Plan is to show the proposed single-family residential development site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

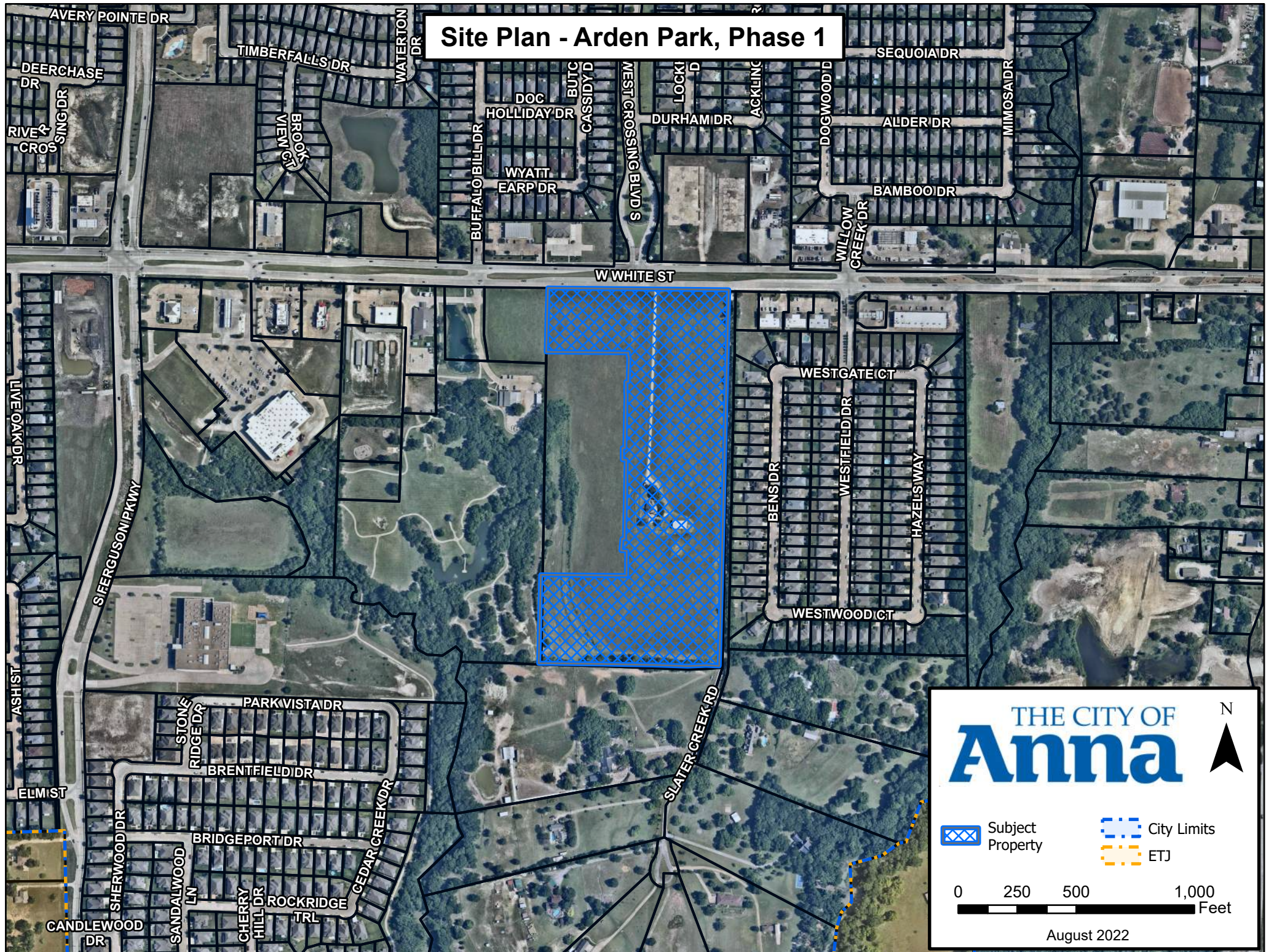
STAFF RECOMMENDATIONS:

The Site Plan is in conformance with adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Arden Park Phase 1 Site Plan Locator Map
2. Exhibit A - Arden Park Phase 1 Site Plan
3. Development Application for P&Z

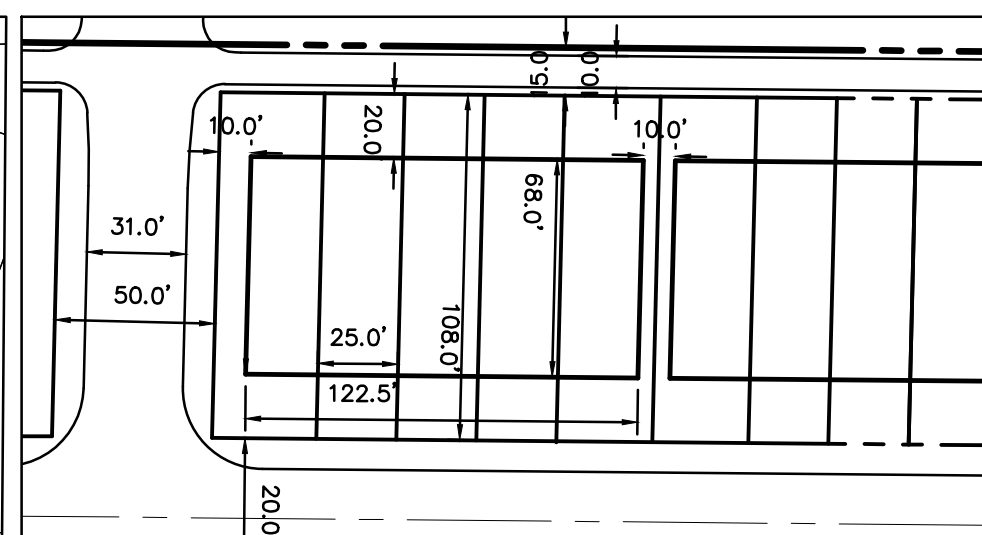
Site Plan - Arden Park, Phase 1



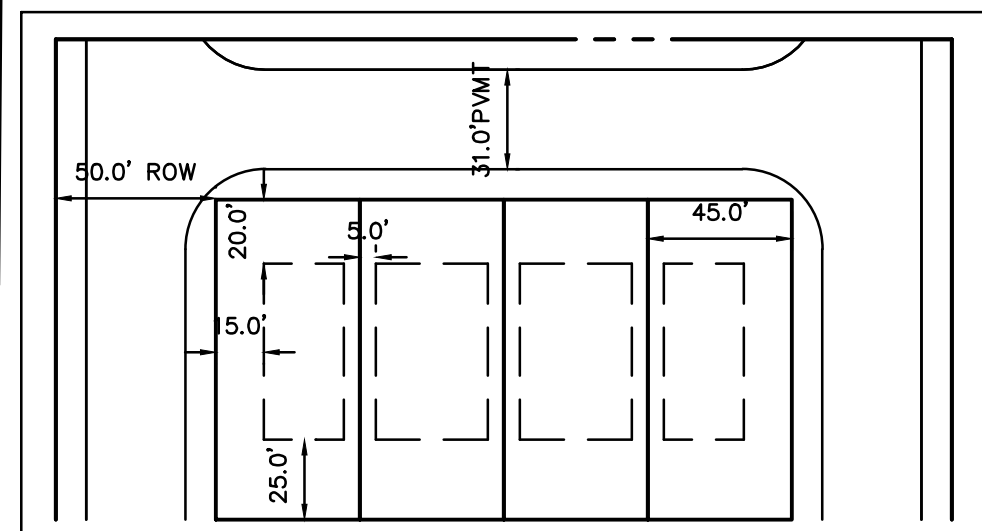


	TRACT LINE
	TRACT 1: SHALL FOLLOWING THE ZONING STANDARDS PER PD ZONING AND SECTION 9.04.016, SF-TH SINGLE FAMILY TOWNHOME DISTRICT OF THE CITY OF ANNA, TEXAS ZONING ORDINANCE.
	TRACT 2: SHALL FOLLOW THE ZONING STANDARDS PER PD ZONING AND SECTION 9.04.014 SF-Z SINGLE FAMILY RESIDENCE DISTRICT OF THE CITY OF ANNA, TEXAS ZONING ORDINANCE.

1. DETENTION BASIN DESIGNED TO ACCOMMODATE BOTH COMMERCIAL AND RESIDENTIAL PORTIONS OF THE DEVELOPMENT.
2. RETAINING WALLS SHALL BE OWNED AND MAINTAINED BY THE HOA (HOME OWNER'S ASSOCIATION), IRON FENCING IS TO BE OWNED AND MAINTAINED BY THE HOA, UNIFORM WOOD FENCING ADJACENT TO HOA COMMON AREA LOTS RUNNING PARALLEL TO THE PRIMARY STREETS SHALL BE OWNED AND MAINTAINED BY THE HOA.
3. SCREENING WALL EASEMENTS TO BE MAINTAINED BY ADJOINING COMMERCIAL LOT.
4. ALL SIDEWALKS SHALL BE 5' IN WIDTH.



TYPICAL SF-TH LOT DETAIL
SCALE: 1" = 60'



TYPICAL SF-Z LOT DETAIL
SCALE: 1" = 60'

WATER METER SCHEDULE				
	WATER		SANITARY	
USE	QUANTITY	SIZE	QUANTITY	SIZE
SF-TH	27	1"	27	4"
SF-Z	60	1"	60	4"
IRR.	2	1"		
COMM.	TBD	TBD	2	6"

APPLICANT
McAdams
111 Hillside Drive
Lewisville, Texas 75077
Ashton Miller
Ph. 214.250.8066
contact: amiller@mcadamsco.com



McADAMS

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: AM DATE: 11-10-2021 SCALE: 1" = 60' JOB. No.

SITE PLAN
ARDEN PARK
PHASE I
60 SF-Z Lots, 27 SF-TH
Lots,
2 C-1 Lots, & 5 Common
Area Lots
20.440 Acres
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JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
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COLLIN COUNTY, TEXAS

Plans & Plats Development Application



Submittal

- | | |
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Anna

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Property Owner's Signature: [Signature] Date: 6/6/2022

STATE OF: Texas

COUNTY OF: Collin

BEFORE ME, a Notary Public, on this day personally appeared Jackson Su (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 6th day of June, 20 22



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Josh Barton

Company: McAdams

Address: 111 Hillside Drive

City: Lewisville State: Texas Zip Code: 75057

Phone: 469.312.0494 Email: jbarton@mcadamsco.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 11.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on The Woods at Lindsey Place, Phase 1, Final Plat.
Applicant: D.R. Horton.

SUMMARY:

30 SF-72 Single-family dwelling, detached lots, 118 SF-60 single-family dwelling, detached lots, and four common area lots on 57.4± acres located at the northwest corner of future Mossy Lake Lane and Rosamond Parkway; the eastern boundary of Rosamond Parkway is approximately 1,410± feet east of U.S. Highway 75. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Final Plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the single-family residential development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. The Woods at Lindsey Place Final Plat Locator Map
2. Exhibit A (FP) The Woods at Lindsey Place, PH 1
3. Application

Final Plat - The Woods at Lindsey Place, Phase 1

COUNTY
ROAD 368

US HIGHWAY 75

N THROCKMORTON BLVD

WILLIE RAY ST

SUE ELLEN ST

PIPER ROSE ST

STINNET ST

HAMPTON ST

W ROSAMOND PKWY

E COUNTY ROAD 370

N CENTRAL EXPY

THE CITY OF
Anna

N

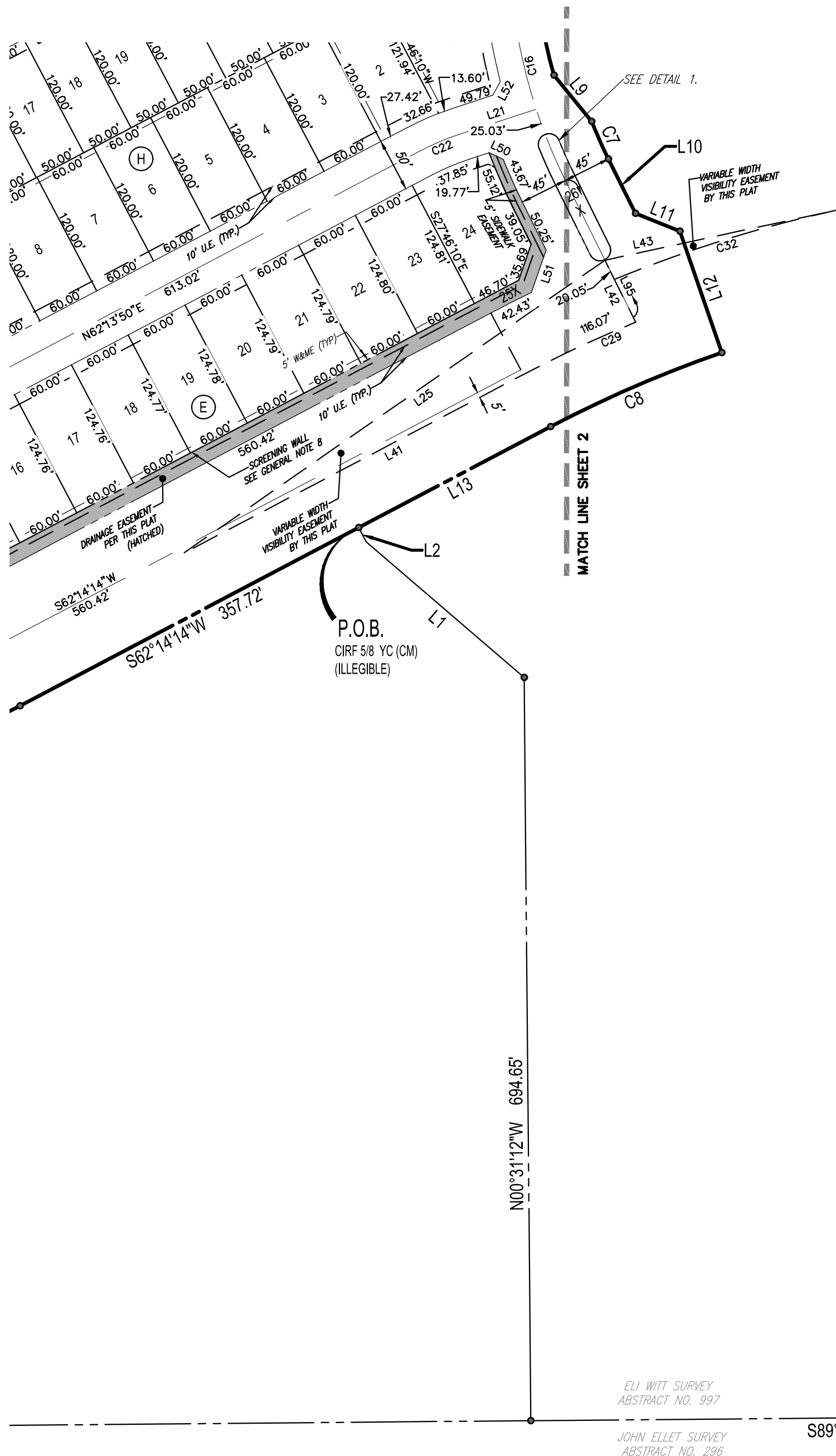
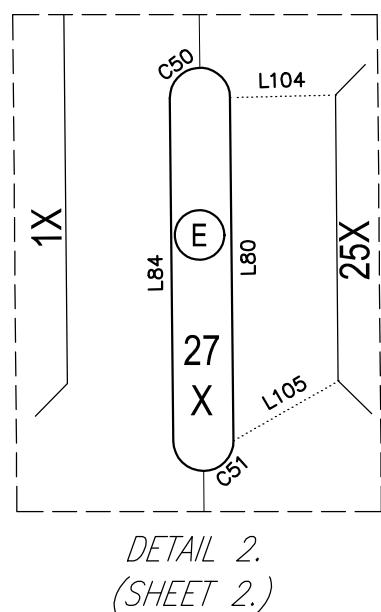
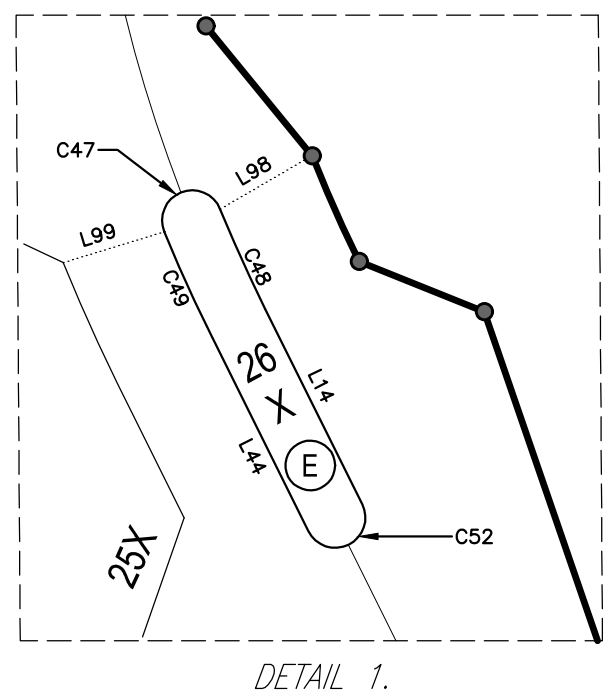
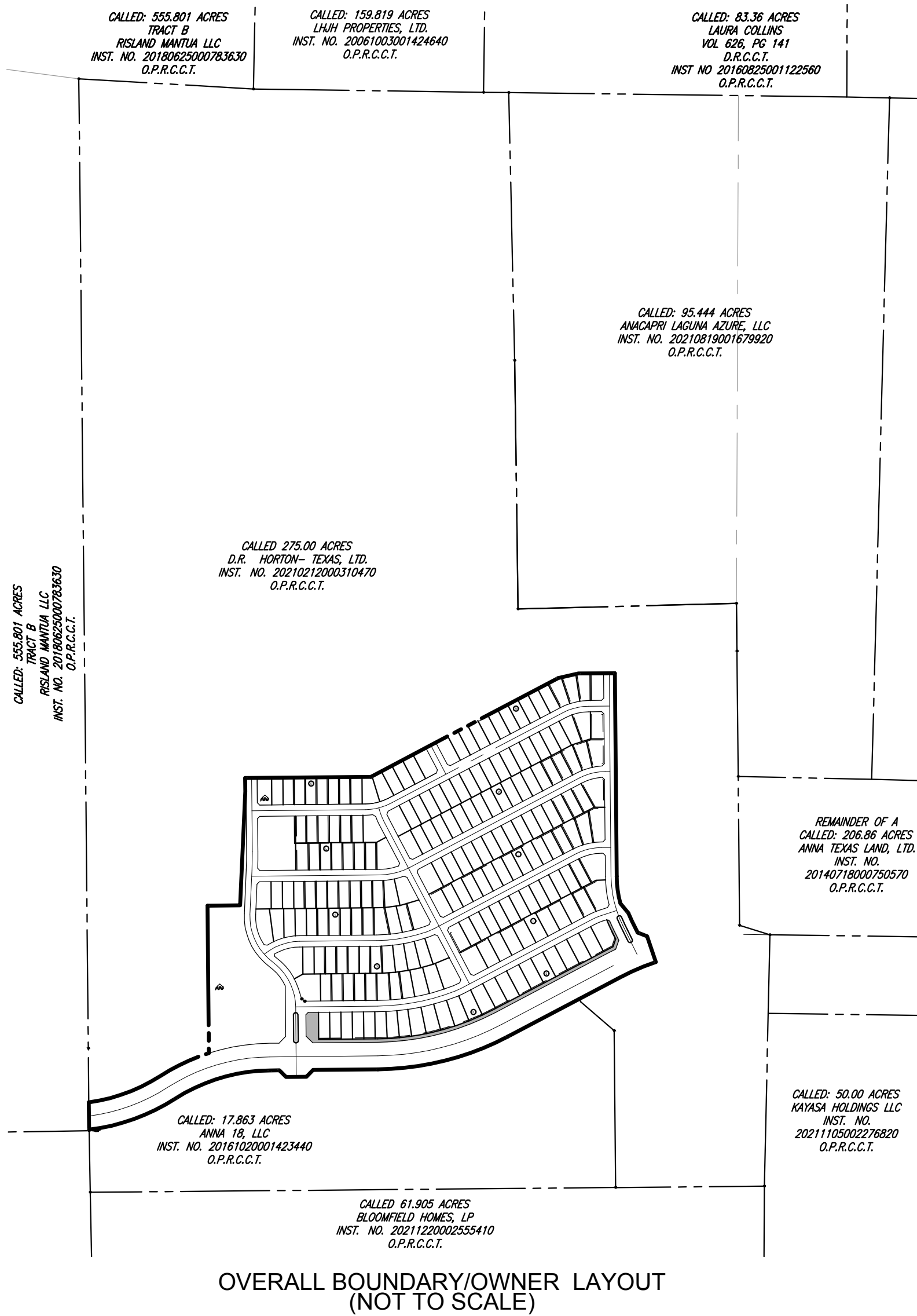
Subject
Property

City Limits
ETJ

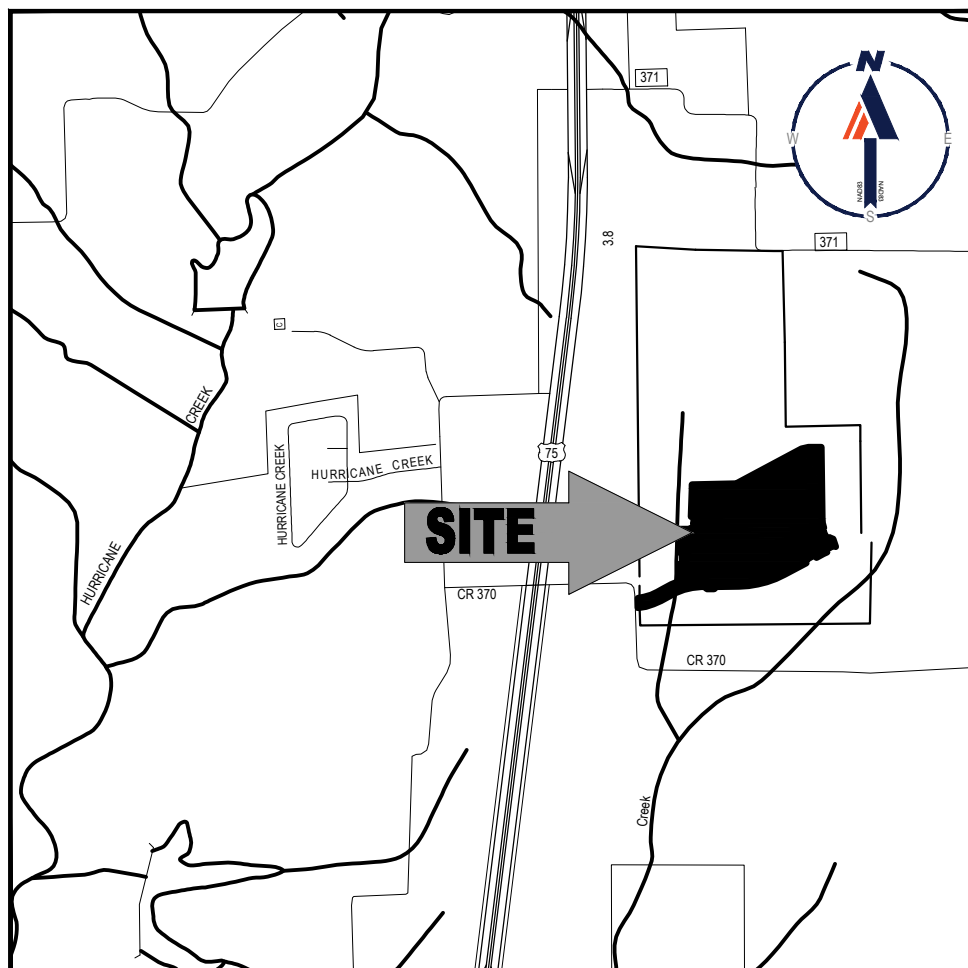
0 250 500 1,000
Feet

September 2022

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NO PORTION OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC.



- LEGEND
- IRF IRON ROD FOUND
IRS CAPPED IRON ROD SET "PROP. COR. BOHLER"
CIRF CAPPED IRON ROD FOUND STAMPED "
CMON TXDOT CONCRETE MONUMENT FOUND
RC RED CAP
YC YELLOW CAP
OC ORANGE CAP
BC BLUE CAP
VOL. VOLUME
B.L. BUILDING LINE
Ⓐ DESIGNATES SUBDIVISION BLOCK
L.B. LANDSCAPE BUFFER
Pg. PAGE
SQ. FT. SQUARE FEET
P.O.B. POINT OF BEGINNING
◇ DENOTES STREET NAME CHANGE
D.E. DRAINAGE EASEMENT
U.E. UTILITY EASEMENT
TYP. TYPICAL
LOTS CURRENTLY IN FLOODPLAIN



FINAL PLAT

THE WOODS AT LINDSEY PLACE
PHASE 1

LOTS 1-24, 25X-27X, BLOCK E;
LOT 1X, BLOCK F; LOTS 1-25, BLOCK G;
LOTS 1-25, BLOCK H; LOT 9, BLOCK I;
LOTS 1-33, BLOCK J; LOTS 1-27, BLOCK K;
LOT 1X, BLOCK KK; LOTS 1-16, BLOCK L;
LOTS 1-39, BLOCK M; LOTS 1-15, BLOCK N;
LOTS 1-15, BLOCK O
30-STANDARD PD(SF-72)LOTS
188-STANDARD PD(SF-60)LOTS
4-HOA LOTS

57.44 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

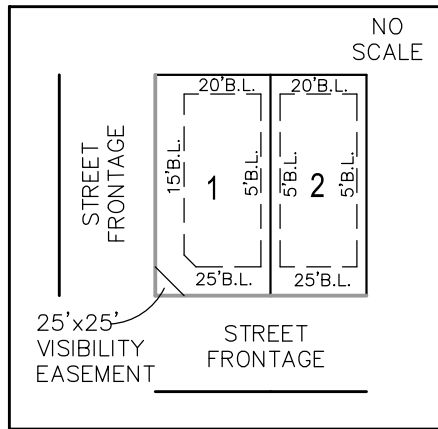
D.R. HORTON
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4306 Miller Road
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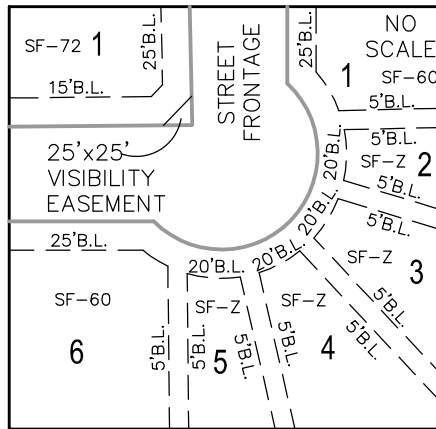
BOHLER		2600 NETWORK BLVD., SUITE 310 Frisco, Texas 75034 469-458-7300 www.bohlerengineering.com	
LAND SURVEYING SUSTAINABLE DESIGN		SITE CIVIL AND CONSULTING ENGINEERING PROGRAM MANAGEMENT PERMITTING SERVICES	
FILE NO. TSD202021	DATE 02/19/21	DRAWN ASA	REVIEWED BL
APPROVED BL		SCALE 1" = 100'	DWG. NO. 1 OF 4
EXHIBIT A 1 OF 4			

GENERAL NOTES:

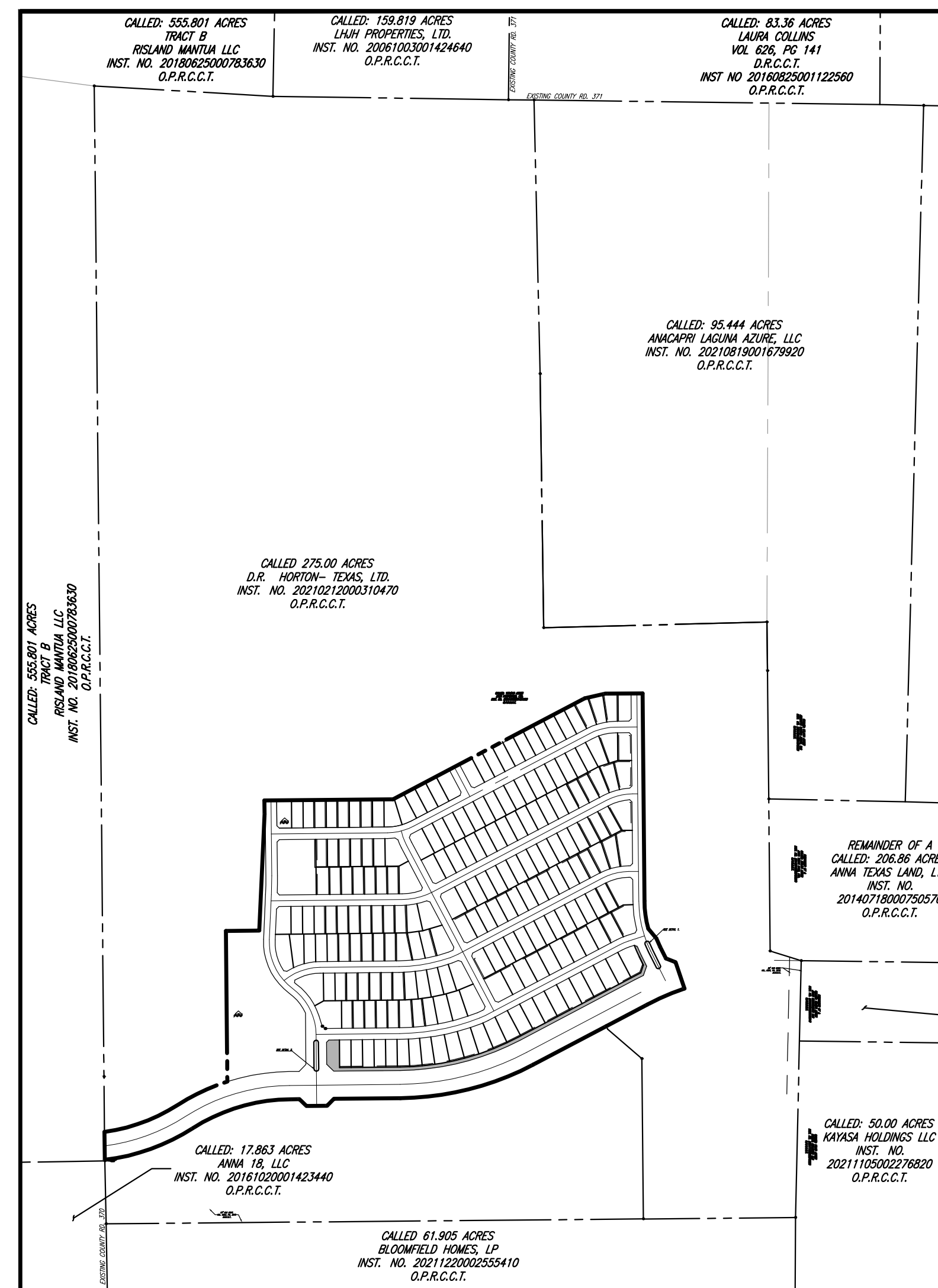
- All corners are one-half inch iron rods with yellow cap stamp "Bohler Eng." unless otherwise noted.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.
- The basis of bearing is derived from the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.
- According to Community Panel No. 46085C0155J dated JUNE 02, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area and a portion of this site that is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
- All Harlow Blvd. and alley intersections will require visibility easements. At the intersection of two main streets will be a minimum of 30'x30' and at the intersection of two minor streets will be a minimum of 25'x25'. Refer to detail for more information.
- Where a 5' screening wall maintenance easement is required, they will be maintained by the HOA.
- The HOA Lots are designated with the Lot number plus the letter "X", as shown hereon, are to be maintained by the HOA.
- A screening wall will be required along the north right of way of Rosamond Parkway within Block E, Lot 25X.
- Common Area Lots and Drainage and Detention Easements are as follows and are to be maintained by the HOA:
 - Lot 25X-27X, Block E, as shown hereon.
 - Lot 1X, Block F, as shown hereon.
 - Lot 9X, Block L, as shown hereon.
- See sheet 3 of 4 for Line and Curve Data tables and Lot Area Tables
- No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.



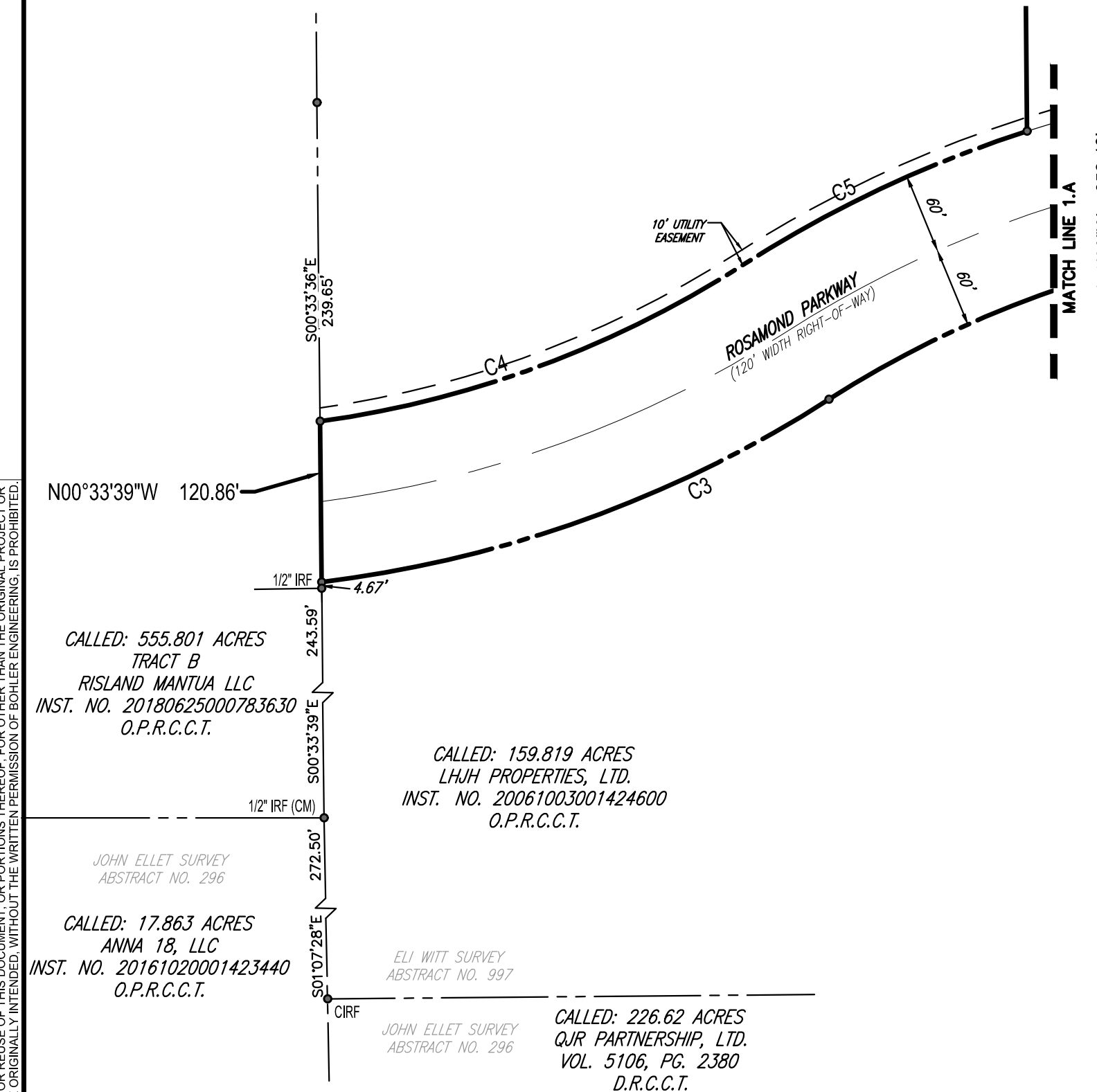
TYPICAL SF-72 and
SF-60 LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)



TYPICAL SF-72, SF-60 and
SF-Z EYEBROW LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)

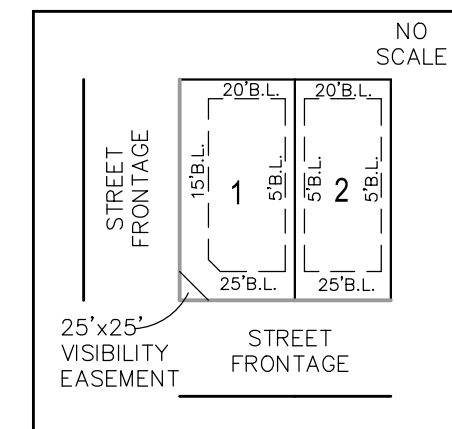


OVERALL BOUNDARY/OWNER LAYOUT
(NOT TO SCALE)

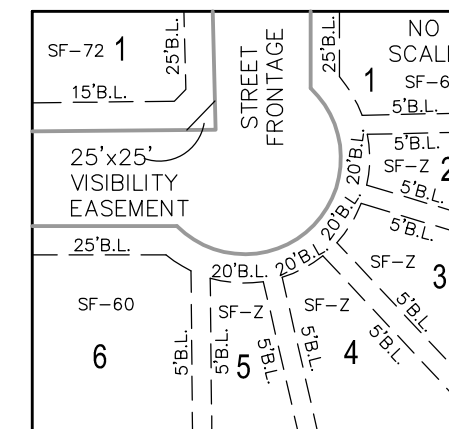


GENERAL NOTES:

1. All corners are one-half inch iron rods with yellow cap stamp "Bohler Eng." unless otherwise noted.
2. NOTICE: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.
3. The basis of bearing is derived from the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.
4. According to Community Panel No. 48095C01551 dated JUNE 02, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area and a portion of this property is within Flood Zone "A", (areas determined to be in the 500-year floodplain, without base flood elevations), which is a special flood hazard area. The portion of this site that is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
5. All Harlow Blvd. and alley intersections will require visibility easements: At the intersection of two main streets will be a minimum of 30x30' and at the intersection of two minor streets will be a minimum of 25x25'. Refer to detail for more information.
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7. The HOA Lots are designated with the Lot number plus the letter "X", as shown hereon, are to be maintained by the HOA.
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 2. Lot 1X, Block F, as shown hereon.
 3. Lot 9X, Block L, as shown hereon.
10. See sheet 3 of 4 for Line and Curve Data tables and Lot Area Tables
11. No appearance between the height of 2.5' and 10' may be placed in the visibility triangles.



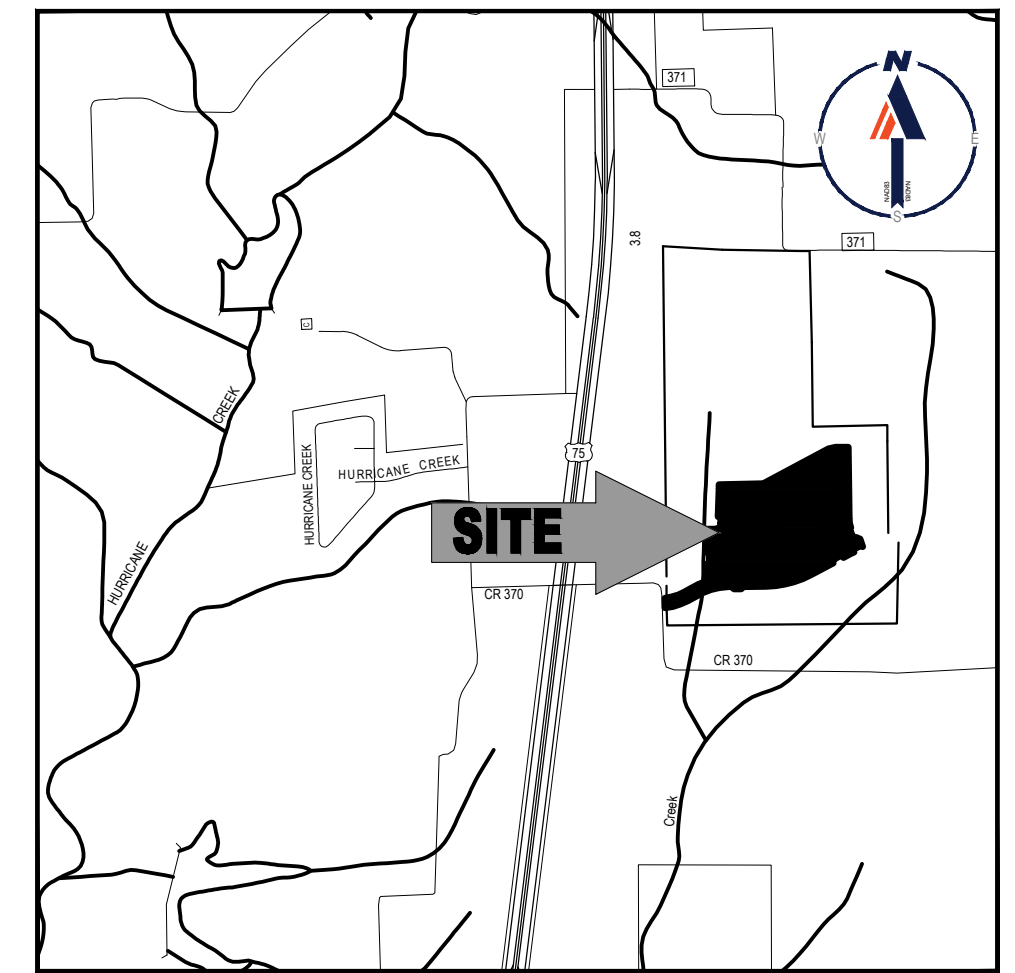
TYPICAL SF-72 and
SF-60 LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)



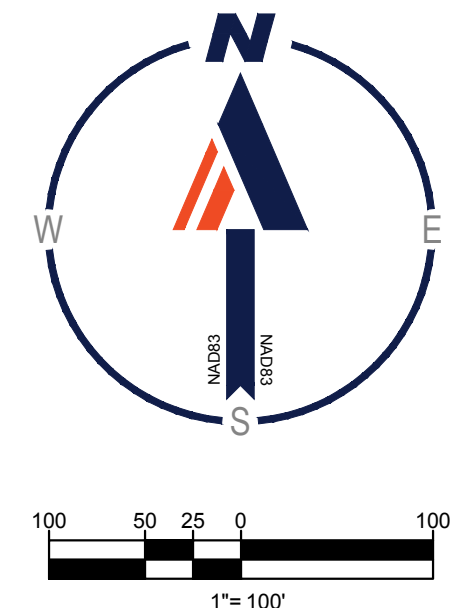
TYPICAL SF-72, SF-60 and
SF-Z EYEBROW LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)

LEGEND

- IRF IRON ROD FOUND
 IRS CAPPED IRON ROD SET "PROP. COR. BOHLER"
 ORF CAPPED IRON ROD FOUND STAMPED "_____"
 CMON TxDOT CONCRETE MONUMENT FOUND
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 ↯ DENOTES STREET NAME CHANGE
 D.E. DRAINAGE EASEMENT
 U.E. UTILITY EASEMENT
 TYP. TYPICAL



LOCATION MAP
SCALE: N.T.S.



FINAL PLAT

THE WOODS AT LINDSEY PLACE
PHASE 1

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4306 Miller Road
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214-607-4244

BOHLER //

LAND SURVEYING	SITE CIVIL AND CONSULTING ENGINEERING	
SUSTAINABLE DESIGN	PROGRAM MANAGEMENT	LANDSCAPE ARCHITECTURE
	PERMITTING SERVICES	TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TSD202021	02/19/21	ASA	BL	BL	1" = 100'	2 OF 4

DEVELOPER:
DR HORTON -DFW EAST DIVISION
4306 MILLER ROAD
ROWLETT, TX 75088
PHONE:(214) 807-4244
CONTACT: DAVID BOOTH

OWNER:
LHJH PROPERTIES, LTD.
16910 DALLAS PARKWAY, STE. 10
DALLAS, TX 75248
PHONE: (214) 679-7878
CONTACT: RUSSELL HARLOW

SURVEYOR:
BOHLER ENGINEERING
6017 MAIN ST.
FRISCO, TX 75034
PHONE: (469) 458-7300
CONTACT: BILLY MCGONSON

EXHIBIT A
2 OF 4

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N49°18'42"W	194.61'	L27	N67°55'06"E	77.14'	L52	S28°20'50"W	14.50'	L76	S45°59'31"W	14.52'
L2	N27°45'46"W	15.00'	L28	N74°03'41"E	56.80'	L53	S45°31'12"E	14.14'	L77	S43°47'40"E	13.85'
L3	N44°25'44"E	42.43'	L29	N77°57'40"E	56.84'	L54	S44°44'24"W	14.21'	L78	S44°25'44"W	14.14'
L4	N89°25'44"E	90.00'	L30	N81°51'38"E	56.80'	L55	S46°14'05"E	13.83'	L79	S45°34'16"E	14.14'
L5	N45°34'16"W	42.43'	L31	N73°23'09"E	87.44'	L56	S43°40'16"W	14.34'	L81	N89°25'44"E	10.00'
L6	N89°26'21"E	144.81'	L32	N82°14'40"E	67.57'	L57	S45°31'12"E	14.14'	L82	S02°33'19"W	123.31'
L7	N77°11'07"E	91.82'	L33	N62°13'50"E	46.49'	L58	S44°28'48"W	14.14'	L83	S02°33'19"W	194.79'
L8	N89°28'48"E	161.53'	L34	N89°28'48"E	47.37'	L59	S72°46'10"E	14.14'	L86	S00°34'16"E	216.41'
L9	S39°17'34"E	55.75'	L35	N89°28'48"E	60.00'	L60	S17°13'50"W	14.14'	L87	N19°14'19"E	20.63'
L10	S26°24'07"E	56.71'	L36	N72°16'22"E	86.62'	L61	S20°47'33"W	15.00'	L88	N00°34'06"W	135.98'
L11	S68°02'34"E	44.84'	L37	S61°03'58"W	44.05'	L62	S58°36'46"E	15.40'	L90	S00°34'16"E	326.28'
L12	S19°00'05"E	120.00'	L38	N88°50'54"E	52.84'	L63	S21°06'32"W	13.16'	L92	S00°34'16"E	9.93'
L13	S62°14'14"W	202.70'	L39	S85°45'37"W	56.84'	L64	S72°46'10"E	14.14'	L93	N89°25'44"E	30.00'
L16	S14°24'27"E	7.07'	L40	N89°01'22"E	53.00'	L65	S69°30'25"E	14.92'	L94	N00°34'16"W	13.94'
L17	N89°28'48"E	41.73'	L41	N62°14'14"E	359.41'	L66	S72°46'10"E	14.14'	L95	N26°23'58"W	142.82'
L18	N89°28'48"E	22.25'	L42	N26°23'47"W	64.66'	L67	S18°08'09"W	13.92'	L98	S59°42'25"W	35.37'
L19	N89°28'48"E	92.54'	L43	N77°48'20"E	223.56'	L68	S72°02'22"E	14.33'	L99	N73°02'10"E	35.13'
L20	N27°46'10"W	145.00'	L45	N88°49'13"W	475.04'	L69	S17°13'50"W	14.14'	L104	N88°36'37"E	35.00'
L21	N71°52'12"E	74.19'	L46	N89°25'44"E	362.14'	L70	S17°13'50"W	14.14'	L105	N60°18'17"E	40.07'
L22	S45°34'16"E	42.43'	L47	N88°49'13"W	475.04'	L71	N72°46'10"W	14.14'	L106	N00°34'16"W	310.00'
L23	S89°25'44"W	117.01'	L48	S00°34'16"E	64.50'	L72	S44°25'44"W	14.14'			
L24	N17°28'02"W	47.40'	L49	N73°54'14"E	356.17'	L73	S54°01'09"E	16.07'			
L25	S55°10'45"W	480.36'	L50	S64°42'27"E	14.53'	L74	S04°21'15"W	11.63'			
L26	N87°46'26"E	42.44'	L51	S19°13'24"W	41.96'	L75	N78°58'01"W	14.30'			

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	597.97'	027°11'29"	1260.00'	304.73'	S75°49'59"W
C2	442.68'	032°06'22"	790.00'	227.32'	S73°22'33"W
C3	408.87'	025°44'36"	910.00'	207.94'	S70°11'40"W
C4	341.53'	024°46'13"	790.00'	173.48'	N69°42'28"E
C5	236.99'	014°55'17"	910.00'	119.17'	N64°47'01"E
C6	121.05'	018°06'40"	430.50'	60.93'	S07°49'00"E
C7	38.49'	004°50'49"	455.00'	19.26'	S23°58'42"E
C8	174.31'	008°45'39"	1140.00'	87.33'	S66°37'04"W
C11	230.81'	052°53'53"	250.00'	124.37'	N27°01'13"W
C12	244.45'	056°01'29"	250.00'	133.00'	N25°27'25"W
C13	170.26'	039°01'16"	250.00'	88.58'	N69°55'06"E
C14	226.14'	018°46'41"	690.00'	114.09'	N80°02'23"E
C15	353.43'	020°39'48"	980.00'	178.66'	N79°05'49"E
C16	225.77'	025°52'15"	500.00'	114.84'	N13°27'19"W
C17	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C18	137.66'	027°11'51"	290.00'	70.15'	N75°49'46"E
C19	118.67'	027°11'53"	250.00'	60.48'	N75°49'47"E
C20	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C21	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C22	42.06'	009°38'21"	250.00'	21.08'	N67°03'01"E
C23	58.30'	013°21'43"	250.00'	29.28'	S21°05'18"E
C24	81.85'	003°07'36"	1500.00'	40.94'	N00°59'31"E
C25	36.74'	008°25'12"	250.00'	18.40'	N66°26'27"E
C26	28.51'	006°32'05"	250.00'	14.27'	N65°29'53"E

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C28	45.67'	024°10'15"	108.25'	23.18'	N02°42'48"E
C29	115.95'	005°33'32"	1195.09'	58.02'	N65°01'00"E
C30	112.86'	005°34'20"	1160.50'	56.48'	N86°38'34"E
C31	228.95'	015°31'27"	845.00'	115.18'	S81°39'57"W
C32	219.79'	010°09'35"	1239.50'	110.18'	S72°43'33"W
C33	37.46'	0231°9'37"	92.01'	18.99'	N01°43'57"W
C34	51.12'	027°5'3'37"	105.00'	26.08'	N01°32'41"E
C35	48.57'	029°17'44"	95.00'	24.83'	N02°14'45"E
C36	69.48'	031°50'52"	125.00'	35.66'	N00°58'11"E
C37	78.29'	030°56'02"	145.00'	40.12'	N00°30'46"E
C38	123.74'	030°49'27"	230.00'	63.40'	N00°34'04"E
C39	28.85'	017°23'58"	95.00'	14.54'	S06°08'40"E
C40	107.02'	006°39'53"	920.00'	53.57'	N86°05'47"E
C41	278.68'	056°01'29"	285.00'	151.62'	S25°27'25"E
C42	274.28'	056°01'29"	280.50'	149.22'	S25°27'25"E
C43	119.07'	031°04'49"	219.50'	61.04'	S37°55'45"E
C44	105.03'	027°59'20"	215.00'	53.58'	S39°28'29"E
C45	79.94'	003°07'36"	1465.00'	39.98'	S00°59'31"W
C46	569.50'	027°11'29"	1200.00'	290.22'	N75°49'59"E
C48	36.41'	004°15'28"	490.00'	18.21'	S24°16'23"E
C49	37.90'	004°15'28"	510.00'	18.96'	S24°16'23"E
C50	31.42'	180°00'03"	10.00'	1293271.39'	S89°25'42"W
C51	31.42'	180°00'00"	10.00'	INFINITY	N89°25'44"E

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
E-1	6,000	0.138	G-11	6,000	0.138	H-23	6,000	0.138	K-1	8,326	0.191	L-12	6,000	0.138	M-33	6,000	0.138
E-2	6,000	0.138	G-12	11,640	0.267	H-24	6,000	0.138	K-2	6,006	0.138	L-13	6,000	0.138	M-34	6,000	0.138
E-3	6,000	0.138	G-13	11,145	0.256	H-25	11,174	0.257	K-3	6,312	0.145	L-14	6,000	0.138	M-35	6,000	0.138
E-4	6,000	0.138	G-14	6,000	0.138	I-9	534,813	12.278	K-4	6,000	0.138	L-15	6,000	0.138	M-36	6,000	0.138
E-5	6,000	0.138	G-15	6,000	0.138	J-1	9,897	0.227	K-5	6,000	0.138	L-16	9,225	0.212	M-37	6,865	0.158
E-6	6,156	0.141	G-16	6,000	0.138	J-2	7,600	0.174	K-6	6,000	0.138	M-1	8,242	0.189	M-38	7,773	0.178
E-7	6,203	0.142	G-17	6,000	0.138	J-3	6,842	0.157	K-7	6,000	0.138	M-2	6,778	0.156	M-39	7,200	0.165
E-8	6,203	0.142	G-18	6,000	0.138	J-4	6,000	0.138	K-8	6,000	0.138	M-3	6,439	0.148	N-1	7,200	0.165
E-9	7,443	0.171	G-19	6,000	0.138	J-5	6,000	0.138	K-9	6,000	0.138	M-4	6,000	0.138	N-2	6,644	0.153
E-10	7,443	0.171	G-20	6,138	0.141	J-6	6,000	0.138	K-10	6,004	0.138	M-5	6,000	0.138	N-3	6,741	0.155
E-11	7,443	0.171	G-21	6,313	0.145	J-7	6,000	0.138	K-11	6,199	0.142	M-6	6,000	0.138	N-4	6,789	0.156
E-12	7,511	0.172	G-22	6,309	0.145	J-8	6,000	0.138	K-12	7,511	0.172	M-7	6,000	0.138	N-5	6,006	0.138
E-13	7,476	0.172	G-23	6,313	0.145	J-9	6,000	0.138	K-14	9,719	0.223	M-8	6,000	0.138	N-6	6,000	0.138
E-14	7,842	0.180	G-24	6,310	0.145	J-10	6,000	0.138	K-15	7,790	0.179	M-9	6,000	0.138	N-7	6,000	0.138
E-15	7,485	0.172	G-25	7,939	0.182	J-11	6,000	0.138	K-16	6,000	0.138	M-10	6,000	0.138	N-8	6,000	0.138
E-16	7,485	0.172	H-1	10,256	0.235	J-12	6,000	0.138	K-17	6,000	0.138	M-11	6,000	0.138	N-9	6,000	0.138
E-17	7,486	0.172	H-2	7,221	0.166	J-13	6,000	0.138	K-18	6,000	0.138	M-12	6,000	0.138	N-10	6,000	0.138
E-18	7,486	0.172	H-3	7,200	0.165	J-14	6,000	0.138	K-19	6,000	0.138	M-13	6,000	0.138	N-11	6,000	0.138
E-19	7,487	0.172	H-4	7,200	0.165	J-15	6,000	0.138	K-20	6,000	0.138	M-14	6,000	0.138	N-12	6,000	0.138
E-20	7,487	0.172	H-5	7,200	0.165	J-16	7,200	0.165	K-21	6,000	0.138	M-15	6,000	0.138	N-13	6,000	0.138
E-21	7,487	0.172	H-6	7,200	0.165	J-17	8,986	0.206	K-22	6,000	0.138	M-16	6,000	0.138	N-14	6,000	0.138
E-22	7,488	0.172	H-7	7,200	0.165	J-18	6,000	0.138	K-23	6,000	0.138	M-17	6,000	0.138	N-15	7,200	0.165
E-23	7,488	0.172	H-8	7,200	0.165	J-19	6,000	0.138	K-24	6,000	0.138	M-18	6,000	0.138	O-1	7,667	0.176
E-24	8,822	0.203	H-9	7,200	0.165	J-20	6,000	0.138	K-25	6,126	0.141	M-19	7,200	0.165	O-2	6,360	0.146
E-25X	29,524	0.678	H-10	7,200	0.165	J-21	6,000	0.138	K-26	6,795	0.156	M-20	8,069	0.185	O-3	6,360	0.146
E-26X	2,508	0.058	H-11	9,672	0.222	J-22	6,000	0.138	K-27	8,475	0.195	M-21	6,000	0.138	O-4	6,360	0.146
E-27X	2,594	0.060	H-12	7,200	0.165	J-23	6,000	0.138	L-1	9,939	0.228	M-22	6,000	0.138	O-5	6,886	0.158
G-1	9,267	0.213	H-13	6,000	0.138	J-24	6,000	0.138	L-2	6,000	0.138	M-23	6,000	0.138	O-6	7,338	0.168
G-2	7,558	0.174	H-14	6,000	0.138	J-25	6,000	0.138	L-3	6,000	0.138	M-24	6,000	0.138	O-7	6,000	0.138
G-3	7,556	0.173	H-15	6,000	0.138	J-26	6,000	0.138	L-4	6,000	0.138	M-25	6,000	0.138	O-8	6,000	0.138
G-4	6,297	0.145	H-16	6,000	0.138	J-27	6,000	0.138	L-5	6,000	0.138	M-26	6,000	0.138	O-9	6,000	0.138
G-5	6,296	0.145	H-17	6,000	0.138	J-28	6,000	0.138	L-6	6,000	0.138	M-27	6,000	0.138	O-10	6,000	0.138
G-6	6,287	0.144	H-18	6,000	0.138	J-29	6,000	0.138	L-7	6,000	0.138	M-28	6,000	0.138	O-11	6,000	0.138
G-7	6,003	0.138	H-19	6,000	0.138	J-30	6,000	0.138	L-8	7,108	0.163	M-29	6,000	0.138	O-12	6,000	0.138
G-8	6,000	0.138	H-20	6,000	0.138	J-31	6,000	0.138	L-9X	40,148	0.922	M-30	6,000	0.138	O-13	6,000	0.138
G-9	6,000	0.138	H-21	6,002	0.138	J-32	6,158	0.141	L-10	6,000	0.138	M-31	6,000	0.138	O-14	6,000	0.138
G-10	6,000	0.138	H-22	6,000	0.138	J-33	9,915	0.228	L-11	6,000	0.138	M-32	6,000	0.138	O-15	7,668	0.176

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
NO PORTION OF THIS ENGINEERING DOCUMENT, INCLUDING THE DESIGN, DRAWINGS, SPECIFICATIONS, OR ANY OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

WHEREAS, LHJH PROPERTIES, LTD., is the owner of a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, Official Public Records, Collin County, Texas (O.P.R.C.C.T) and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 159.819 acre tract of land and the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed to Kayasa Holdings, LLC, recorded in Instrument No. 201908007000946750, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 659.19 feet along the south line of said 159.819 acre tract of land and along the north line of said 226.62 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (hereinafter called "iron rod set") set for corner;

THENCE over and across said 159.819 acre tract of land, the following courses and distances:

North 00 degrees 31 minutes 12 seconds West, a distance of 694.65 feet to a capped iron rod set for corner;

North 49 degrees 18 minutes 42 seconds West, a distance of 194.61 feet to a capped iron rod set for corner;

North 27 degrees 45 minutes 46 seconds West, a distance of 15.00 feet to a capped iron rod set for corner and **POINT OF BEGINNING**;

South 62 degrees 14 minutes 14 seconds West, a distance of 357.72 feet to a capped iron rod set at the beginning of a tangent curve to the right;

In a southwesterly direction, a distance of 597.97 feet, having a central angle of 27 degrees 11 minutes 29 seconds, a radius of 1,260.00 feet, a tangent length of 304.73 feet and whose chord bears South 75 degrees 49 minutes 59 seconds West a distance of 592.38 feet to a capped iron rod set for corner;

South 89 degrees 25 minutes 44 seconds West, a distance of 287.14 feet to a capped iron rod set;

South 44 degrees 25 minutes 44 seconds West a distance of 42.43 feet to a capped iron rod set;

South 89 degrees 25 minutes 44 seconds West, a distance of 90.00 feet to a capped iron rod set

North 45 degrees 34 minutes 16 seconds West a distance of 42.43 feet to a capped iron rod set and

South 89 degrees 25 minutes 44 seconds West a distance of 42.00 feet at the beginning of a curve to the left;

In a southwesterly direction, a distance of 442.68 feet, having a central angle of 32 degrees 06 minutes 22 seconds, a radius of 790.00 feet, a tangent length of 227.32 feet and whose chord bears South 73 degrees 22 minutes 33 seconds West a distance of 436.91 to a capped iron rod set at the beginning of a curve to the right;

In a southwesterly direction, a distance of 408.87 feet, having a central angle of 25 degrees 44 minutes 36 seconds, a radius of 910 feet, a tangent length of 207.94 feet and whose chord bears South 70 degrees 11 minutes 40 seconds a distance of 405.44 feet to a capped iron rod set; said capped iron rod being in the west line of said 159.819 acre tract of land and the east line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, O.P.R.C.C.T., from which a one-half inch iron rod found at the most southerly southeast corner of a said 555.801 acre tract of land and the northeast corner of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, O.P.R.C.C.T. bears South 00 degrees 33 minutes 39 seconds East a distance of 243.59 feet;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 120.86 feet along the west line of said 159.819 acre tract of land and the east line of 555.801 acre tract of land to a capped iron rod set at the beginning of a non-tangent curve to the left;

THENCE over and across said 159.819 acre tract of land, the following courses and distances:

In a northeasterly direction, a distance of 341.53 feet, having a central angle of 24 degrees 46 minutes 13 seconds, a radius of 790.00 feet, a tangent length of 173.48 feet and whose chord bears North 69 degrees 42 minutes 28 seconds East a distance of 338.88 feet to a capped iron rod set for the beginning of a curve to the left;

In a northeasterly direction, a distance of 236.99 feet, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent length of 119.17 feet and whose chord bears North 64 degrees 47 minutes 01 seconds East a distance of 236.32 feet to a capped iron rod;

North 00 degrees 33 minutes 39 seconds East, a distance of 652.43 feet to a capped iron rod set for corner;

North 89 degrees 26 minutes 21 seconds East a distance of 144.81 feet to a capped iron rod set for corner;

North 02 degrees 33 minutes 19 seconds East a distance of 508.55 feet to a capped iron rod set for corner;

North 00 degrees 33 minutes 39 seconds West a distance of 59.43 feet to a capped iron rod set for corner;

North 89 degrees 25 minutes 47 seconds East, a distance of 556.69 feet to a capped iron rod set for corner;

North 62 degrees 13 minutes 50 seconds East, a distance of 937.37 feet to a capped iron rod set for corner;

North 77 degrees 11 minutes 07 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

North 89 degrees 28 minutes 48 seconds East, a distance of 161.53 feet to a capped iron rod set for corner;

South 00 degrees 31 minutes 12 seconds East, a distance of 899.34 feet to a capped iron rod set for corner and beginning of a non-tangent curve to the left;

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 06 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 07 degrees 49 minutes 00 seconds East a distance of 120.66 feet;

South 39 degrees 17 minutes 34 seconds East, a distance of 55.75 feet to a capped iron rod set for corner beginning of a non-tangent curve to the left;

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 04 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears South 23 degrees 58 minutes 42 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 07 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

South 19 degrees 00 minutes 05 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 68 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to the **POINT OF BEGINNING**, containing 2,502,260.24 square feet or 57.4440 acres, more or less.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LHJH PROPERTIES, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as, **THE WOODS AT LINDSEY PLACE - PHASE 1**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, 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 particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS, my hand, this the ____ day of ____, 20__.

BY: LHJH PROPERTIES, LTD.

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____§

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, 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 considerations therein expressed.

Given under my hand and seal of office, this the ____ day of ____, 20__.

Notary Public in and for the State of Texas

My Commission Expires On:

DRAINAGE AND DETENTION EASEMENT
STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

VAM EASEMENTS:

The area or areas shown on the plat as "VAM" (Visibility , Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Billy M. Logsdon, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Anna.

Dated this the ____ day of ____, 20__.

"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".

Billy M. Logsdon, Jr.,
Registered Professional Land Surveyor No. 6487



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Billy M Logsdon, Jr., 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 the ____ day of ____, 20__.

Notary Public, State of Texas

FINAL PLAT

THE WOODS AT LINDSEY PLACE
PHASE 1

LOTS 1-24, 25X-27X, BLOCK E;
LOT 1X, BLOCK F; LOTS 1-25, BLOCK G;
LOTS 1-25, BLOCK H; LOT 9, BLOCK I;
LOTS 1-33, BLOCK J; LOTS 1-27, BLOCK K;
LOT 1X, BLOCK KK; LOTS 1-16, BLOCK L;
LOTS 1-39, BLOCK M; LOTS 1-15, BLOCK N;
LOTS 1-15, BLOCK O

30-STANDARD PD(SF-72)LOTS
188-STANDARD PD(SF-60)LOTS
4-HOA LOTS

57.44 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997

CITY OF ANNA, COLLIN COUNTY, TEXAS

D-R HORTON
America's Builder

4306 Miller Road
Rowlett, TX 75088
214-607-4244

BOHLER		2600 NETWORK BLVD., SUITE 310 FRISCO, TEXAS 75034 469-458-7300 www.bohlerengineering.com	
SITE CIVIL AND CONSULTING ENGINEERING			
LAND SURVEYING SUSTAINABLE DESIGN		PROGRAM MANAGEMENT PERMITTING SERVICES	
LANDSCAPE ARCHITECTURE TRANSPORTATION SERVICES			
FILE NO. TSD202021	DATE 02/19/21	DRAWN ASA	REVIEWED BL
APPROVED BL		SCALE N/A	DWG. NO. 4 OF 4
DEVELOPER: D-R HORTON CIVIL EAST DIVISION 4306 MILLER ROAD ROWLETT, TX 75088 PHONE: (214) 607-4244 CONTACT: DAVID BOOTH		OWNER: LHJH PROPERTIES, LTD. 16910 DALLAS PARKWAY, STE. 106 DALLAS, TX 75248 PHONE: (214) 679-7878 CONTACT: RUSSELL HARLOW	
SURVEYOR: BOHLER ENGINEERING 6017 MAIN ST. FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: BILLY M. LOGSDON, JR.		EXHIBIT A 4 OF 4	

Plans & Plats Development Application

THE CITY OF
Anna

Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☒ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

87 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 2750, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: The Woods at Lindsey Place Phase 1 Total Number of Acres: 86.317
Zoning Classification(s): PD Total Number of Lots: 225
Location: NWC of Rosamond Parkway and Ferguson Parkway

Property Owner Information & Authorization

Name/Company: David Booth, DR Horton - SFW East Division
Address: 4306 Miller Road
City: Rowlett State: TX Zip Code: 75088
Phone: 214-607-4244 Email: dbooth@drhorton.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Dean Cardwell, Bohler (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

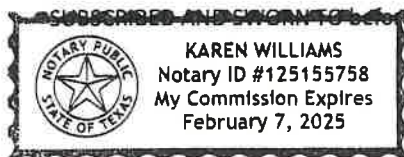
I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct, have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

Property Owner's Signature: [Signature] Date: 9/7/22

STATE OF: Texas

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared David Booth (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."



SUBSCRIBED AND SWORN TO before me, this the 7th day of September, 2022

Karen Williams

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____
Name: Dean Cardwell
Company: Bohler
Address: 2900 Network Blvd, Suite 310
City: Frisco State: TX Zip Code: 75034
Phone: 469-458-7300 Email: dcardwell@bohlereng.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2615 • www.annatexas.gov



Item No. 12.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on The Woods at Lindsey Place, Block L, Lot 9X, Site Plan.
Applicant: D.R. Horton.

SUMMARY:

Amenity Center on one lot on 0.9± acre located at the northeast corner of future Sue Ellen Street and future Harlow Boulevard. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Site Plan is to show the proposed amenity center development site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Site Plan is in conformance with adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department..

ATTACHMENTS:

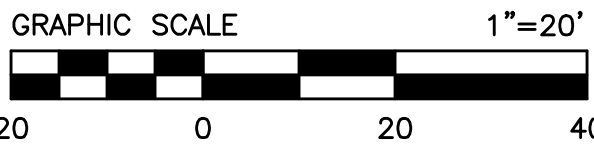
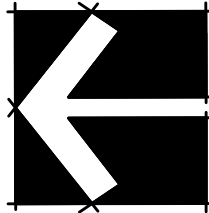
1. The Woods at Lindsey Place Site Plan Locator Map
2. Exhibit A - The Woods at Lindsey Place Amenity Center SP Lot 9X
3. P&Z Signed Application

Site Plan - The Woods at Lindsey Place, Block L, Lot 9X



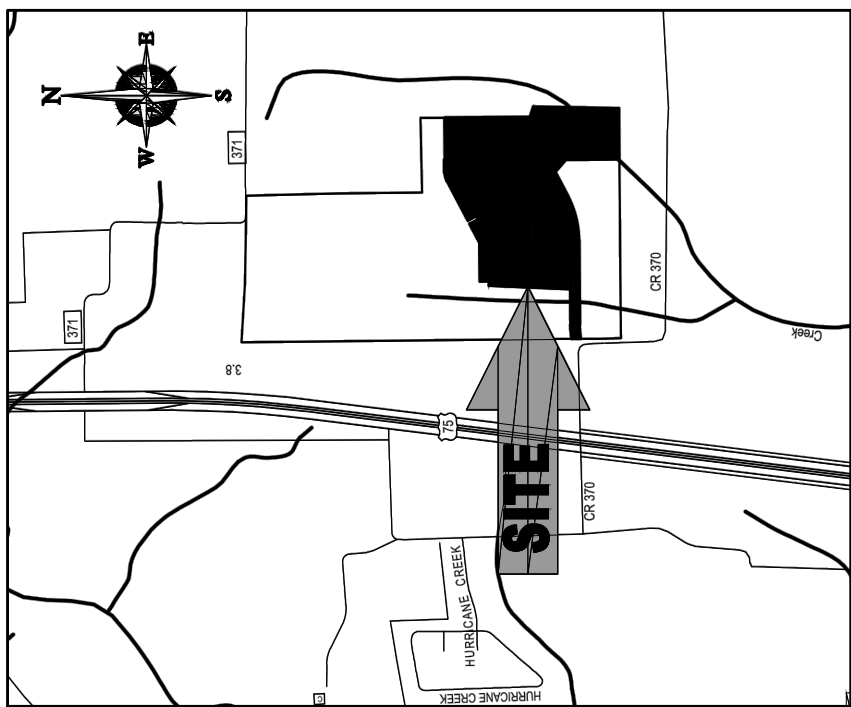
WATER METER SCHEDULE

METER ID NUMBER	WATER METER SIZE	METER DOM.	METER IRR.	SAN. SERVICE SIZE	GAS SERVICE SIZE
1	2"	X			
2	1"		X		
3		X		6"	
4					1/2"



LEGEND

- 6'-0" HT. BRICK THINWALL
- 6'-0" HT. TUBULAR STEEL FENCE
- 6'-0" HT. STONE WALL ENCLOSURE WITH STONE COLUMN
- 6'-8" HT. STONE COLUMN
- CONCRETE SIDEWALK PAVING
- POOL DECK
- SEAT WALL
- PAE PEDESTRIAN ACCESS EASEMENT



KEY MAP NTS

SITE DATA SUMMARY TABLE

ITEM	LOT
GENERAL SITE DATA	BLOCK L, LOT 9X
ZONING (FROM ZONING MAP)	PD-SF-60
LAND USE (FROM ZONING ORDINANCE)	SINGLE FAMILY
LOT AREA (SQUARE FEET & ACRES)	40,048.34 SF (0.93 ACRES)
BUILDING FOOTPRINT AREA (SQUARE FEET)	478.62 SF
TOTAL BUILDING AREA (SQUARE FEET)	478.62 SF
BUILDING HEIGHT (# STORIES)	1-STORY
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	20'-3.5"
LOT COVERAGE (PERCENT-X.XX%)	1.2%
PARKING	
PARKING RATIO	
REQUIRED PARKING	8
PROVIDED PARKING	8
ACCESSIBLE PARING REQUIRED	2
ACCESSIBLE PARKING PROVIDED	2
LANDSCAPE AREA	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET - 8 SQUARE FEET PER PARKING SPACE)	128 SF
ADDITIONAL INTERIOR LANDSCAPE AREA	13,187.19 SF
TOTAL LANDSCAPE AREA	13,315.19 SF

NOTE:
THE SITE IS **NOT** WITHIN FEMA FLOOD PLAIN

EXHIBIT A

SITE PLAN

THE WOODS AT LINDSEY PLACE
AMENITY CENTER
LOT 9X, BLOCK L

0.92 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997

CITY OF ANNA,
COLLIN COUNTY, TEXAS

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

4306 Miller Road, Suite A (214) 607-4244
Rowlett, Texas 75088

Contact: David L. Booth

JB PARTNERS, INC. LANDSCAPE ARCHITECT

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006

Contact: Ruben P. Graciano, R.L.A.

TBPE No. F-438 TBPLS No. 10076000

SEPTEMBER 28, 2022 Sheet 1 of 2

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

1 _____ acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 250 _____, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: The Woods at Lindsey Place Total Number of Acres: 0.933
Zoning Classification(s): PD-SF-60 Total Number of Lots: 1
Location: City of Anna, Collin County, Texas

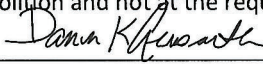
Property Owner Information & Authorization

Name/Company: DR Horton - America's Builder
Address: 4306 Miller Road
City: Rowlett State: TX Zip Code: 75088
Phone: 214.607.4244 Email: dainsworth@drhorton.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Ruben Graciano (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

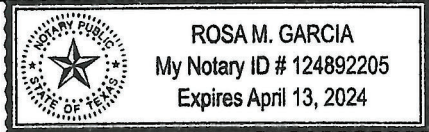
Property Owner's Signature:  Date: 9/7/2022

STATE OF: Texas

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Damon Ainsworth (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 7th day of September, 2022



Rosa M. Garcia
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other (specify): Landscape Architect

Name: Ruben Graciano

Company: JBI Partners, Inc.

Address: 2121 Midway Rd. Ste 300

City: Carrollton State: TX Zip Code: 75006

Phone: 972.738.0224 Email: rgraciano@jbipartners.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 13.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on the Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5, Replat. Applicant: Aston Gray, LLC, Anna Self Storage, LLC, & Retail Building, Inc.

SUMMARY:

Self-Storage on Lot 3, restaurants and retail on Lots 1R, 2R, 4, & 5 on 7.4± acres located at the northeast corner of W. White Street and Ferguson Parkway. Zoned: Planned Development (Ord. No. 964-2022, Ord. No. 709-2015, Ord. No. 179-2005).

The purpose of the Replat is to subdivide the property and dedicate lot and block boundaries and easements necessary for the construction of the restaurant and retail site improvements. This Replat is a combination of three previously approved Replat applications which have not been filed with Collin County.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

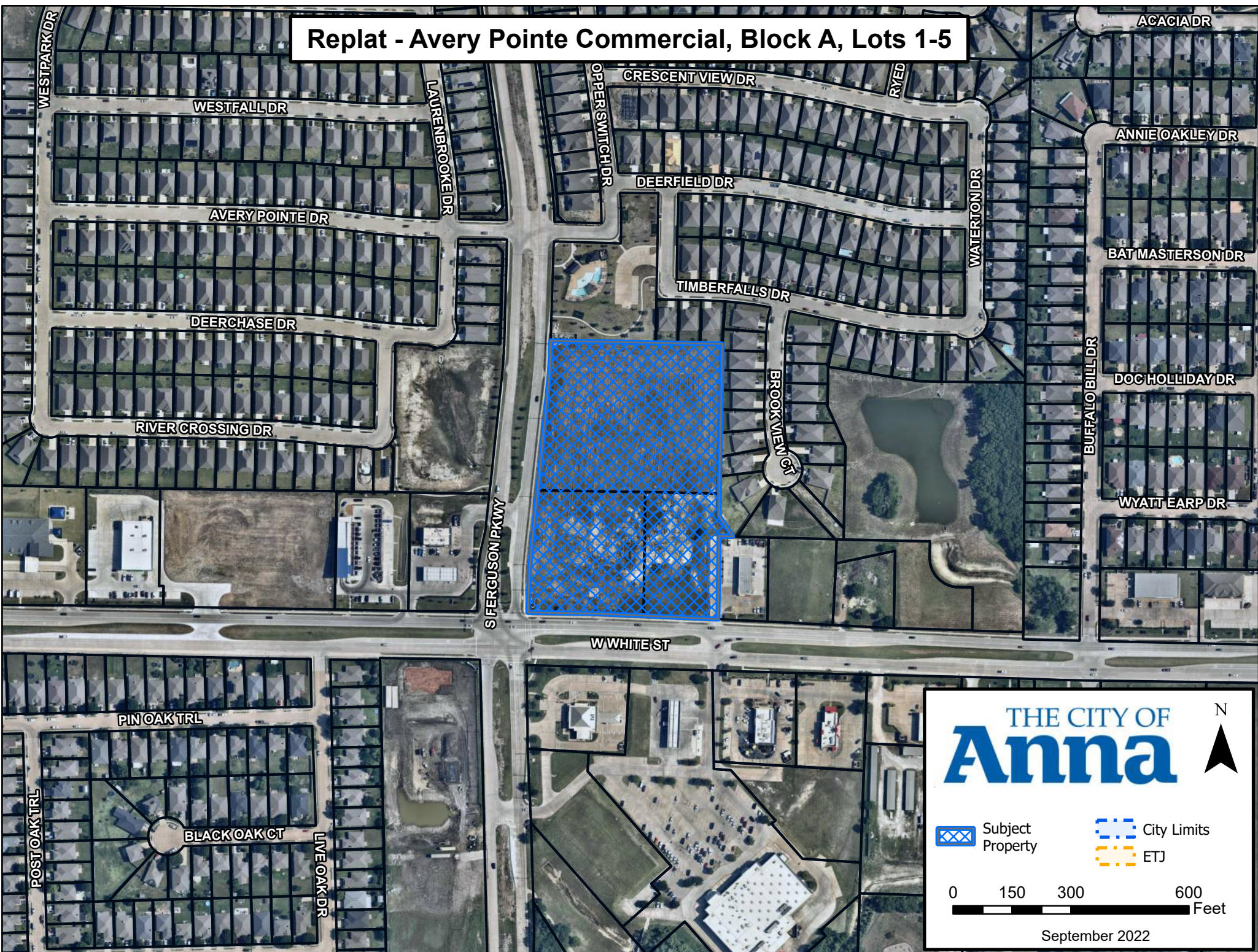
STAFF RECOMMENDATIONS:

The Replat is in conformance with adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Avery Pointe Replat Locator Map
2. Exhibit A (RP) Avery Pointe Commercial, BL A, Lts 1-5
3. Applications

Replat - Avery Pointe Commercial, Block A, Lots 1-5



THE CITY OF
Anna

N

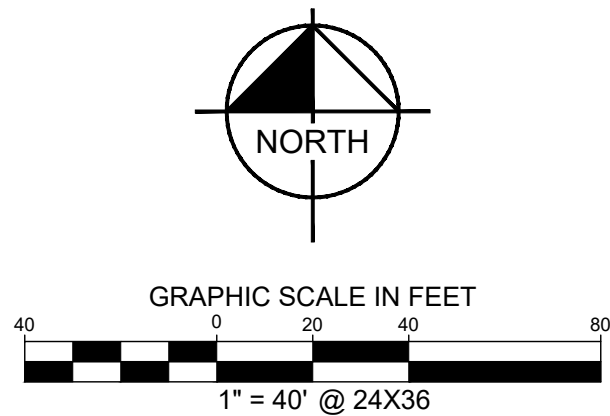
Subject Property

City Limits

ETJ

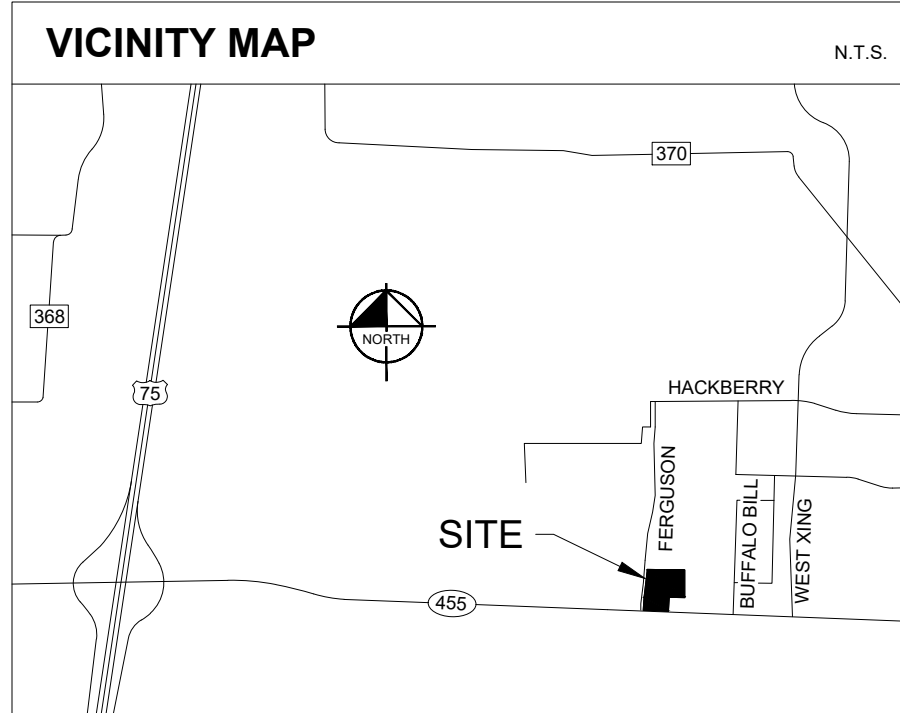
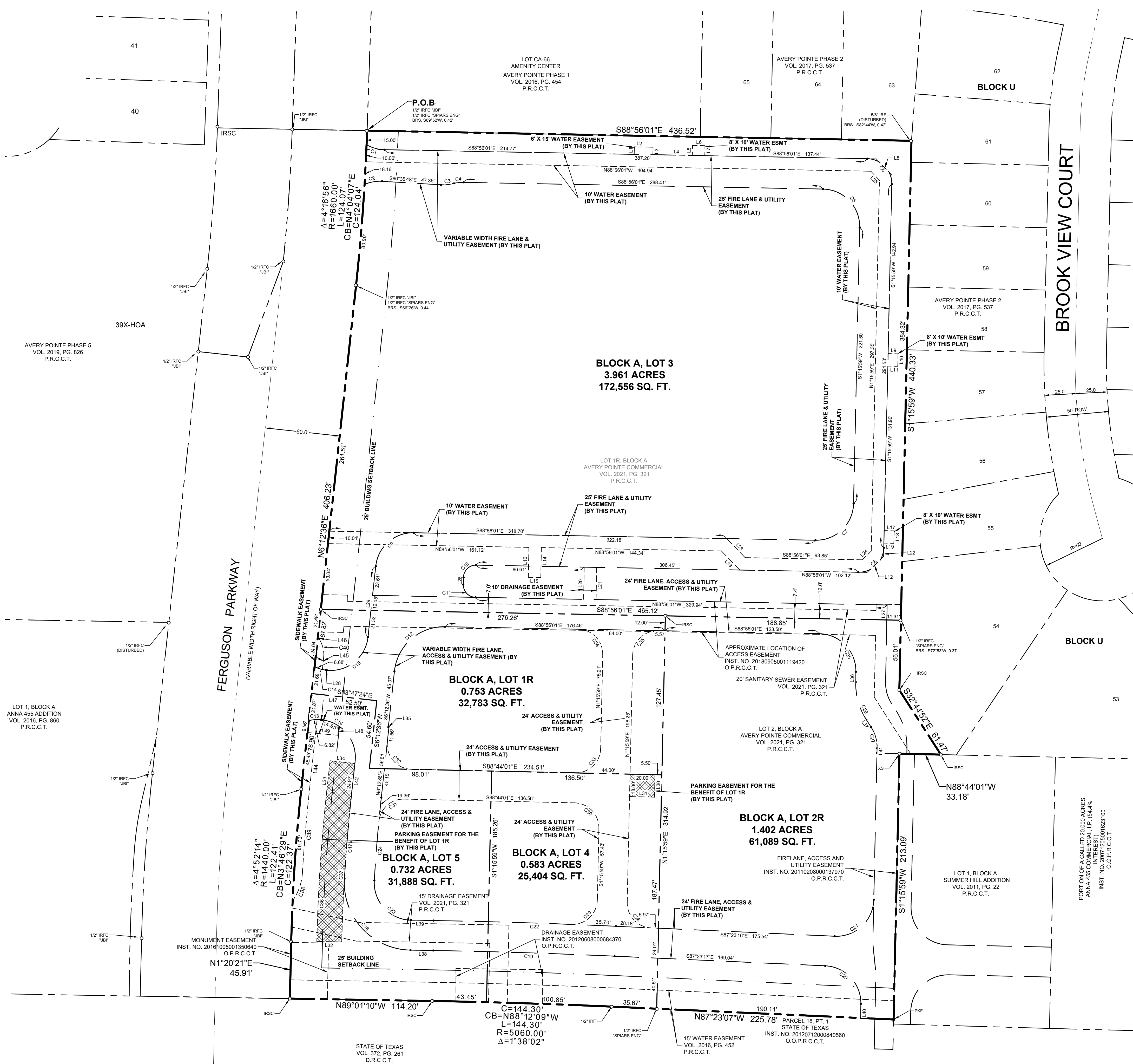
0 150 300 600 Feet

September 2022



LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N01°03'59"E	6.00'	L26	N01°03'59"E	5.82'
L2	S88°56'01"E	15.00'	L27	N01°03'59"E	12.00'
L3	S01°03'59"W	6.00'	L28	N83°47'24"W	0.77'
L4	S88°56'01"E	31.61'	L29	S06°12'36"W	57.17'
L5	N01°03'59"E	8.00'	L30	S01°15'59"W	18.00'
L6	S88°56'01"E	10.00'	L31	S88°44'01"E	20.00'
L7	S01°03'59"W	8.00'	L32	N88°38'40"W	20.00'
L8	S43°50'01"E	18.27'	L33	N06°12'36"E	24.97'
L9	S88°44'01"E	8.00'	L34	S83°47'24"E	20.00'
L10	S01°15'59"W	10.00'	L35	N83°47'24"W	0.48'
L11	N88°44'01"W	8.00'	L36	N01°03'59"E	8.25'
L12	S46°09'59"W	18.30'	L37	N32°44'52"W	7.09'
L13	N43°56'01"W	21.21'	L38	N89°01'10"W	18.20'
L14	S01°03'59"W	24.00'	L39	N89°01'10"W	18.20'
L15	N88°56'01"W	10.00'	L40	S00°56'36"W	11.38'
L16	N01°03'59"E	24.00'	L41	S01°15'59"W	3.91'
L17	S88°44'01"E	8.00'	L42	N06°12'36"E	26.81'
L18	N01°15'59"E	10.00'	L44	S06°12'36"W	56.67'
L19	S88°44'01"E	8.00'	L45	N06°07'33"E	9.71'
L20	N01°03'59"E	25.82'	L46	N25°59'31"W	5.74'
L21	S01°03'59"W	25.82'	L47	S83°47'24"E	1.24'
L22	N01°15'59"E	10.81'	L48	N06°12'36"E	7.40'
L23	S43°56'01"E	21.21'	L49	S84°57'28"E	24.49'
L24	N46°09'59"E	10.03'			
L25	N43°50'01"W	9.97'			

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	28°42'27"	30.00'	15.03'	S74°34'4"E
C2	27°25'20"	30.00'	14.36'	S79°41'32"E
C3	16°14'02"	30.00'	8.50'	N85°17'11"E
C4	13°53'49"	30.00'	7.28'	S84°07'05"W
C5	90°12'00"	30.00'	47.23'	N43°50'01"W
C6	90°11'55"	20.00'	31.49'	N43°50'01"W
C7	89°48'00"	30.00'	47.02'	N46°09'59"E
C8	89°47'49"	20.00'	31.35'	N46°10'05"E
C9	84°51'24"	30.00'	44.43'	S48°38'18"W
C10	90°00'00"	10.00'	15.71'	S46°03'59"W
C11	89°59'56"	10.00'	15.71'	S43°55'59"E
C12	84°51'23"	40.00'	59.24'	S48°38'17"W
C13	21°51'57"	25.00'	9.54'	S85°16'39"W
C14	21°43'18"	25.00'	9.48'	S72°55'45"E
C15	90°00'00"	30.00'	47.12'	N51°12'36"E
C16	90°00'00"	30.00'	47.12'	N38°47'24"W
C17	2°46'31"	1399.50'	67.79'	S04°49'20"W
C18	92°27'15"	54.00'	87.14'	S42°47'33"E
C19	1°38'02"	5100.50'	145.46'	N88°12'09"W
C20	88°19'43"	30.00'	46.25'	N43°13'16"W
C21	91°20'54"	30.00'	47.83'	N46°56'26"E
C22	1°38'02"	5124.50'	146.14'	N88°12'09"W
C23	92°27'15"	30.00'	48.41'	S42°47'33"E
C24	2°46'31"	1375.50'	66.63'	S04°49'20"W
C25	90°00'00"	30.00'	47.12'	N43°56'01"W
C26	33°48'51"	54.00'	31.87'	S15°50'27"E
C27	34°00'51"	30.00'	17.81'	N15°44'26"W
C28	88°39'06"	20.00'	30.85'	S43°03'34"E
C29	90°56'56"	20.00'	31.75'	N46°44'27"E
C30	90°00'00"	20.00'	31.42'	N43°44'01"W
C31	85°51'46"	20.00'	29.97'	S48°20'06"W
C32	94°56'37"	20.00'	33.14'	S41°15'43"E
C33	90°00'00"	20.00'	31.42'	N46°15'59"E
C34	90°12'00"	20.00'	31.49'	N43°50'01"W
C35	89°48'00"	20.00'	31.35'	S46°09'59"W
C36	4°51'16"	1419.50'	120.27'	S03°46'58"W
C37	4°51'22"	1399.50'	118.61'	S03°47'01"W
C38	32°18'14"	41.50'	23.40'	N19°40'27"E
C39	2°41'16"	1433.39'	67.24'	S04°51'58"W
C40	32°07'04"	22.00'	12.33'	N09°55'59"W



- GENERAL NOTES:
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
 - All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999656573. Vertical Datum NAVD 88.
 - The purpose of this replat is to divide two lots into five lots and dedicate new easements for site development.
 - Notice - selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes and is subject to fines and withholding of utilities and building permits.

FLOOD STATEMENT:

According to Community Panel No. 48085C0155J dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	IRON ROD FOUND
---	IRON ROD FOUND WITH CAP
---	IRON ROD SET WITH CAP
---	INST. NO.
---	INSTRUMENT NUMBER
---	NOT TO SCALE
---	FOUND
---	B.L.
---	PLAT RECORDS OF COLLIN COUNTY, TEXAS
---	O.P.R.C.C.T.
---	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
---	XF
---	"X" CUT IN CONCRETE FOUND
---	P.O.B.
---	POINT OF BEGINNING

Non-Residential Lot Table	
Lot No.	Acreage
1R	0.753
2R	1.402
3	3.961
4	0.583
5	0.732
Total	7.432

EXHIBIT A 1 OF 2

REPLAT AVERY POINTE COMMERCIAL BLOCK A, LOTS 1R, 2R, 3, 4 & 5

BEING A REPLAT OF BLOCK A, LOTS 1R AND 2
AVERY POINTE COMMERCIAL
AND BEING 7.432 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
SEPT, 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MBM	KHA	SEPT. 2022	064546002	1 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.239.3820
Contact: Jonathan Kerby, PE

OWNER:
Anna Self Storage, LLC
6728 Jamesstown Dr.
Alpharetta, GA 30005
Ph: 770-680-2721 ext 301
Contact: Chris Davis

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, OK 73121
Ph: 405-620-7223
Contact: Marcus Foran

OWNER:
AG Anna RE Holdings, LLC
12360 Market Dr.
Oklahoma City, OK 73114
Ph: 405-620-7223
Contact: Denver Green

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS AG ANNA RE HOLDINGS, LLC, ANNA SELF STORAGE, LLC and RETAIL BUILDINGS, INC., are the sole owners of the following described tract of land:

BEING a tract of land situated in the Francis T. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, and being all of Lot 1R and Lot 2, Block A of Avery Pointe Commercial, an addition to the City of Anna, Texas, according to the Replat, recorded in Volume 2021, Page 321 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the northwest corner of said Lot 1R and the southwest corner of Lot CA-66, Block U of Avery Pointe Phase 1, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2016, Page 454 of the Plat Records of Collin County, Texas, same also being on the easterly right of way line of Ferguson Parkway, a variable width right of way as depicted in the Final Plat, recorded in Volume 2016, Page 452 of the Plat Records of Collin County, Texas, from said corner, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 69°52' West, 0.42 feet;

THENCE South 88°56'01" East, departing the easterly right of way line of said Ferguson Parkway, along the northerly line of said Lot 1R, the southerly line of said Lot CA-66 and the southerly line of Lots 65, 64 and 63, Block U of Avery Pointe Phase 2, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2017, Page 537 of the Plat Records of Collin County, Texas, a distance of 436.52 feet to the northeast corner of said Lot 1R and the southeast corner of said Lot 63, same being on the westerly line of Lot 61, Block U of said Avery Pointe Phase 2, from which, a found disturbed 5/8-inch iron rod bears South 82°44' West, 0.42 feet;

THENCE South 01°15'59" West, along the easterly line of said Lot 1R, the easterly line of aforesaid Lot 2, and the westerly line of Block U of said Avery Pointe Phase 2, a distance of 440.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for an angle point;

THENCE South 32°44'52" East, continuing along the easterly line of said Lot 2 and the westerly line of said Block U, a distance of 61.47 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the easterly, southeast corner of said Lot 2, same being the northwest corner of Lot 1, Block A and Summer Hill Addition, an addition to the City of Anna, Texas, according to the Replat, recorded in Volume 2011, Page 22 of the Plat Records of Collin County, Texas,

THENCE North 88°44'01" West, along a southerly line of said Lot 2 and the northerly line of said Lot 1, a distance of 33.18 feet to an "X" cut set for the northwest corner of said Lot 1;

THENCE South 01°15'59" West, along the easterly line of said Lot 2 and the westerly line of said Lot 1, a distance of 213.09 feet to a PK nail found for the southeast corner of said Lot 2, , same being on the northerly right of way line of aforesaid White Street (F. M. 455);

THENCE North 87°23'07" West, along the southerly line of said Lot 2, the southerly line of aforesaid Lot 1R and the northerly right of way line of said White Street (F. M. 455), a distance of 225.78 feet to a 1/2-inch iron rod found for the beginning of a tangent curve to the left with a radius of 5,060.00 feet, a central angle of 01°38'02", and a chord bearing and distance of North 88°12'09" West, 144.30 feet;

THENCE in a westerly direction, continuing along the southerly line of said Lot 1R and the northerly right of way line of said White Street (F. M. 455), with said tangent curve to the left, an arc distance of 144.30 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°01'10" West, continuing along the southerly line of said Lot 1R and the northerly right of way line of said White Street (F. M. 455), a distance of 114.20 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said Lot 1R, same being the intersection of the northerly right of way line of said White Street (F. M. 455) with the easterly right of way line of said Ferguson Parkway;

THENCE North 01°20'21" East, along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, a distance of 45.91 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the beginning of a tangent curve to the right with a radius of 1,440.00 feet, a central angle of 04°52'14", and a chord bearing and distance of North 03°46'29" East, 122.37 feet, from which, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 72°08' West, 0.47 feet;

THENCE in a northerly direction, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, with said tangent curve to the right, an arc distance of 122.41 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for corner;

THENCE North 06°12'36" East, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, a distance of 406.23 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the beginning of a tangent curve to the left with a radius of 1,660.00 feet, a central angle of 04°16'56", and a chord bearing and distance of North 04°04'07" East, 124.04 feet, from said corner, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 66°26' West, 0.44 feet;

THENCE in a northerly direction, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, with said tangent curve to the left, an arc distance of 124.07 feet to the POINT OF BEGINNING and containing 7.432 acres (323,720 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT AG ANNA RE HOLDINGS, LLC, ANNA SELF STORAGE, LLC and RETAIL BUILDINGS, INC., acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **AVERY POINTE COMMERCIAL, BLOCK A, LOTS 1R, 2R, 3, 4 & 5**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, 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 particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS, my hand at _____, _____, this the _____ day of _____, 2022.

AG ANNA RE HOLDINGS, LLC, a Texas limited liability company

By: _____

(Printed Name)

(Title)

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

Before me, the undersigned authority, a Notary Public in and for said County and State, 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

ANNA SELF STORAGE, LLC, a Georgia limited liability company

By: _____

(Printed Name)

(Title)

STATE OF GEORGIA §
COUNTY OF FULTON §

Before me, the undersigned authority, a Notary Public in and for said County and State, 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

RETAIL BUILDINGS, INC. a Texas limited liability company

By: _____

(Printed Name)

(Title)

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

Before me, the undersigned authority, a Notary Public in and for said County and State, 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Michael B. Marx, 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 supervision.

Michael B. Marx
Registered Professional Land Surveyor
Texas Registration No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
(972) 335-3580
michael.marx@kimley-horn.com

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, 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/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

Approved this _____ day of _____, 2022,
by the City Council of the City of Anna, Texas.

Mayor

City Secretary

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

EXHIBIT A
2 OF 2

REPLAT
AVERY POINTE COMMERCIAL
BLOCK A, LOTS 1R, 2R, 3, 4 & 5

BEING A REPLAT OF BLOCK A, LOTS 1R AND 2
AVERY POINTE COMMERCIAL
AND BEING 7.432 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
SEPT, 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	SEPT. 2022	064546002	2 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Neel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.238.3800
Contact: Jonathan Kerby, PE

OWNER:
Anna Self Storage, LLC
6728 Jamestown Dr.
Alpharetta, GA 30005
Ph: 770-680-2721 ext 301
Contact: Chris Davis

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, OK 73121
Ph: 405-620-7223
Contact: Marcus Foran

OWNER:
AG Anna RE Holdings, LLC
12360 Market Dr.
Oklahoma City, OK 73114
Ph:
Contact: Denver Green

Plans & Plats Development Application



Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☒ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

8 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$_____, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: Avery Pointe Shell Total Number of Acres: 2.068
Zoning Classification(s): C-1/C-3 Total Number of Lots: 3
Location: 601 S. Ferguson Parkway Anna, TX

Property Owner Information & Authorization

Name/Company: Ashton Gray, LLC
Address: 12360 Market Drive
City: Oklahoma City State: OK Zip Code: 73114
Phone: 405.300.4003 Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Kimley Horn (Garrett Putman) (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

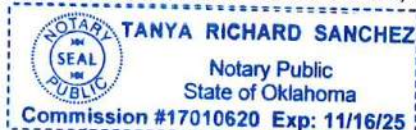
Property Owner's Signature: [Signature] Date: 9/15/2022

STATE OF: Oklahoma

COUNTY OF: Canadian

BEFORE ME, a Notary Public, on this day personally appeared Trevor Hayes (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 15 day of September, 2022



[Signature]
NOTARY PUBLIC in and for the State of Texas Oklahoma

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Garrett Putman
Company: Kimley Horn
Address: 4727 Gaillardia Parkway, Suite 2502
City: Oklahoma City State: OK Zip Code: 73142
Phone: 405.241.5443 Email: garrett.putman@kimley-horn.com

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Avery Pointe Commercial, Lot 3, Block A Total Number of Acres: 3.96
Zoning Classification(s): PD-C-2 Total Number of Lots: 1
Location: Northeast corner of FM-455 and Ferguson Parkway

Property Owner Information & Authorization

Name/Company: Anna Self Storage, LLC
Address: 6728 Jamestown Drive
City: Alpharetta State: GA Zip Code: 30005
Phone: 770-680-2721 Email: billy@davisgroupga.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Jonathan Kerby (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

Property Owner's Signature: [Signature] Date: 9/14/2022

STATE OF: GEORGIA

COUNTY OF: FORSYTH

BEFORE ME, a Notary Public, on this day personally appeared CHRISTOPHER W. DAVIS (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 14TH day of SEPTEMBER, 2022

[Signature]
NOTARY PUBLIC in and for the State of Georgia

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Jonathan Kerby

Company: Kimley-Horn and Associates

Address: 13455 Noel Rd, Two Galleria Office Tower, Suite 700

City: Dallas State: TX Zip Code: 75240

Phone: 972-471-9403 Email: jonathan.kerby@kimley-horn.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Avery Pointe Commercial Total Number of Acres: 7.423
Zoning Classification(s): PD-C Total Number of Lots: 5
Location: NE CORNER OF WHITE STREET AND FERGUSON PARKWAY

Property Owner Information & Authorization

Name/Company: RETAIL BUILDING, INC.
Address: 3000 N.E. 63RD STREET
City: OKLAHOMA CITY State: OK Zip Code: 73121
Phone: 405-620-7223 Email: Marcus.foran@braums.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Kimley Horn (Garrett Putman) (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

Property Owner's Signature: Elaine Braum Date: 9/12/2022

STATE OF: Oklahoma

COUNTY OF: Oklahoma

BEFORE ME, a Notary Public, on this day personally appeared Elaine Braum (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 12th day of September, 2022



Shelly Pittman
NOTARY PUBLIC in and for the State of ~~Texas~~ Oklahoma

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Garrett Putman

Company: Kimley Horn

Address: 4727 Gaillardia Parkway, Suite 2502

City: Oklahoma City State: OK Zip Code: 73142

Phone: 405-241-5443 Email: garrett.putman@kimley-horn.com



Item No. 14.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the East Fork Estates, Lot 23, Replat. Applicant: Robert & Melna Rainey.

SUMMARY:

Vacant lot on 1.4± acres located at the west side of East Fork Circle, 1,340± feet south of Farm-to-Market 455. Zoned: AG Agricultural District.

The purpose of the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for future development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

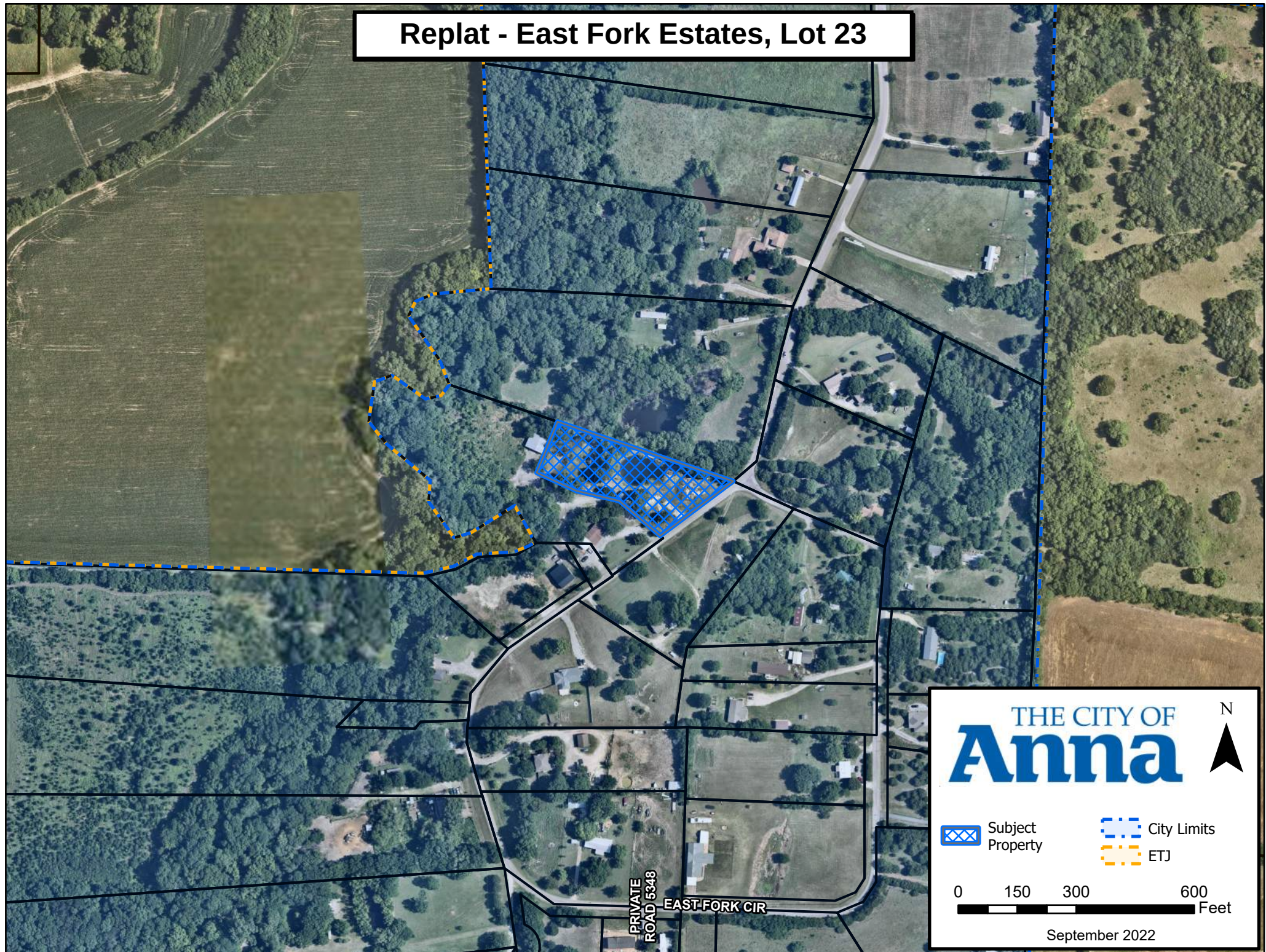
STAFF RECOMMENDATIONS:

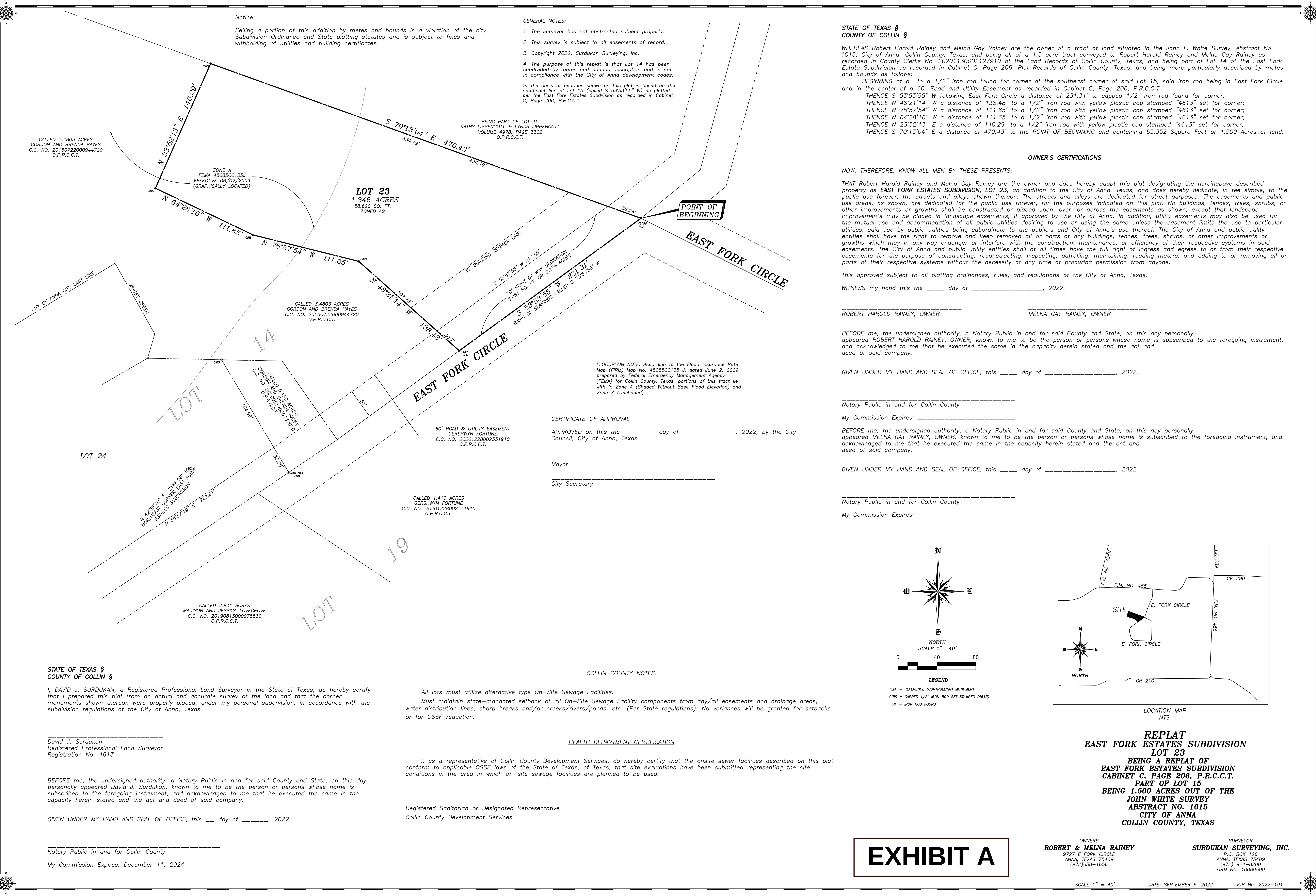
The Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. East Fork Estates Replat Locator Map
2. Exhibit A - East Fork Estates, Lot 23 Replat
3. P&Z Signed Application

Replat - East Fork Estates, Lot 23





STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Robert Harold Rainey and Melna Gay Rainey are the owner of a tract of land situated in the John L. White Survey, Abstract No. 1015, City of Anna, Collin County, Texas, and being all of a 1.5 acre tract conveyed to Robert Harold Rainey and Melna Gay Rainey as recorded in County Clerks No. 20201130002127910 of the Land Records of Collin County, Texas, and being part of Lot 14 of the East Fork Estate Subdivision as recorded in Cabinet C, Page 206, Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a to a 1/2" iron rod found for corner at the southeast corner of said Lot 15, said iron rod being in East Fork Circle and in the center of a 60' Road and Utility Easement as recorded in Cabinet C, Page 206, P.R.C.C.T.;
THENCE S 53°53'55" W following East Fork Circle a distance of 231.31' to capped 1/2" iron rod found for corner;
THENCE N 48°21'14" W a distance of 138.48' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 75°57'54" W a distance of 111.65' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 64°28'16" W a distance of 111.65' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 23°52'13" E a distance of 140.29' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE S 70°13'04" E a distance of 470.43' to the POINT OF BEGINNING and containing 65,352 Square Feet or 1.500 Acres of land.

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Robert Harold Rainey and Melna Gay Rainey are the owner and does hereby adopt this plat designating the hereinabove described property as **EAST FORK ESTATES SUBDIVISION, LOT 23**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, 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 particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS my hand this the ____ day of _____, 2022.

ROBERT HAROLD RAINEY, OWNER MELNA GAY RAINEY, OWNER

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT HAROLD RAINEY, OWNER, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2022.

Notary Public in and for Collin County

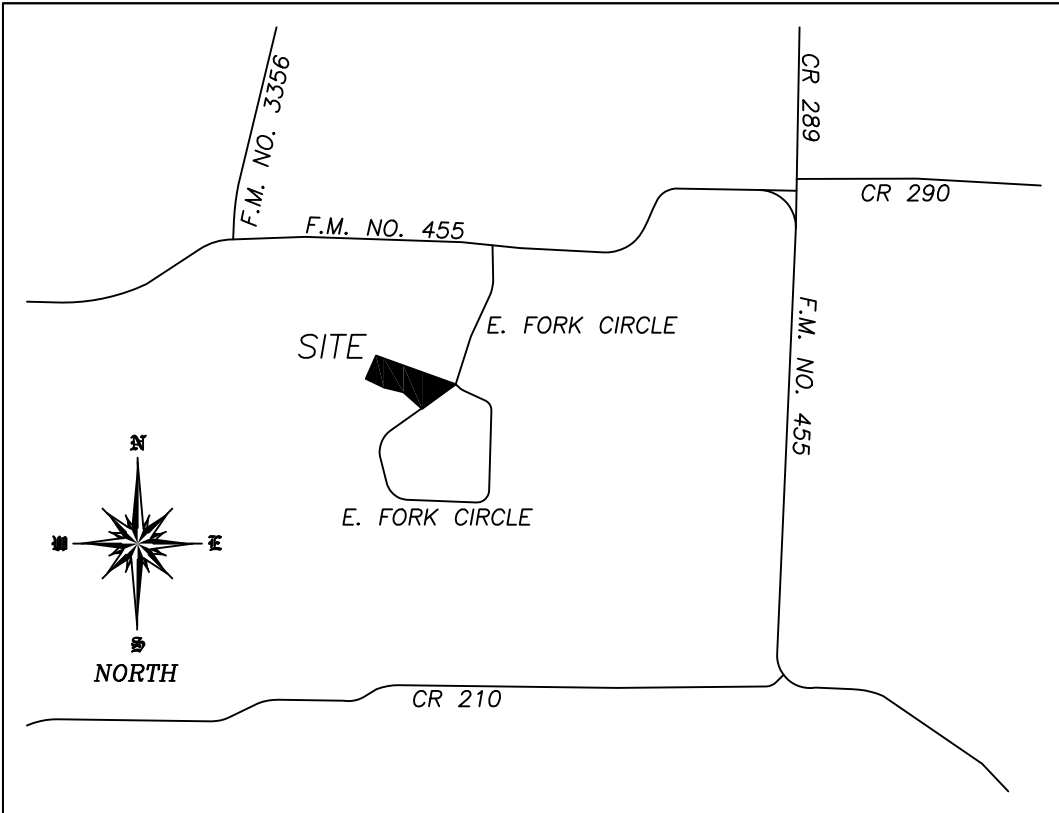
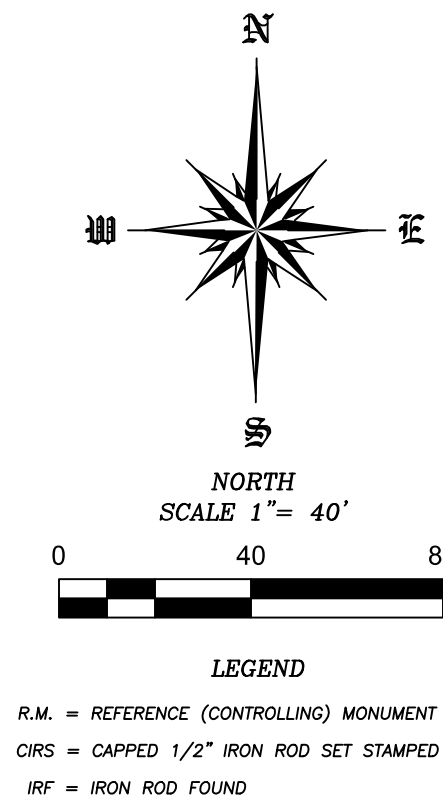
My Commission Expires: _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MELNA GAY RAINEY, OWNER, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2022.

Notary Public in and for Collin County

My Commission Expires: _____



LOCATION MAP
NTS

REPLAT
EAST FORK ESTATES SUBDIVISION
LOT 23
BEING A REPLAT OF
EAST FORK ESTATES SUBDIVISION
CABINET C, PAGE 206, P.R.C.C.T.
PART OF LOT 15
BEING 1.500 ACRES OUT OF THE
JOHN WHITE SURVEY
ABSTRACT NO. 1015
CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNERS
ROBERT & MELNA RAINEY
9727 E FORK CIRCLE
ANNA, TEXAS 75409
(972) 658-1656

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-0200
FIRM NO. 10069500

EXHIBIT A

Plans & Plats Development Application



Submittal

- | | |
|---|---|
| ☒ Preliminary Plat/Replat | ☒ Civil Plans |
| ☒ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☒ Combination Preliminary and Final Plat* | ☒ Landscape Plan |
| ☒ Amended Plat | ☒ Tree Preservation |
| ☒ Minor Plat/Replat | ☒ Lighting Plan |
| ☒ Development Plat | ☒ Concept Plan |
| | ☒ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

_____ acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$_____, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: EAST FORK ESTATES SUBDIVISION Total Number of Acres: 1.5
Zoning Classification(s): AG Total Number of Lots: 1
Location: 9727 E FORK CIRCLE, ANNA, TEXAS 75409

Property Owner Information & Authorization

Name/Company: ROBERT & MELNA RAINEY
Address: 9727 E FORK CIRCLE
City: ANNA State: TX Zip Code: 75409
Phone: (972)658-1656 Email: r.rainey@me.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate DAVID SURDUKAN (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

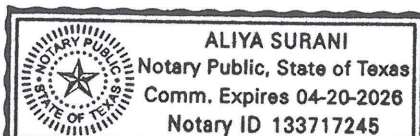
Property Owner's Signature: Robert Rainey Date: 9-6-22

STATE OF: TEXAS

COUNTY OF: COLLIN

BEFORE ME, a Notary Public, on this day personally appeared Robert Rainey (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 6th day of September, 20 22



Aliya
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other (specify): SURVEYOR

Name: DAVID SURDUKAN
Company: SURDUKAN SURVEYING, INC.
Address: P.O. BOX 126
City: ANNA State: TX Zip Code: 75409
Phone: (972) 924-8200 Email: david@surdukansurveying.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov



Item No. 15.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the Blacklock Storage, Block A, Lot 1, Preliminary Plat.
Applicant: 926 Powell Anna TX, LLC.

SUMMARY:

Self-Storage, mini-warehouse on one lot on 4.9± acres located on the west side of State Highway 5, 240± feet north of County Road 423. Zoned: Planned Development (Ord. No. 981-2022).

The purpose of the Preliminary Plat is to propose lot and block boundaries and easements necessary for the future construction of the self-storage, mini-warehouse development.

The applicant has requested a 30-day extension as they continue to make alterations to the proposed plat and work through staff's comments.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

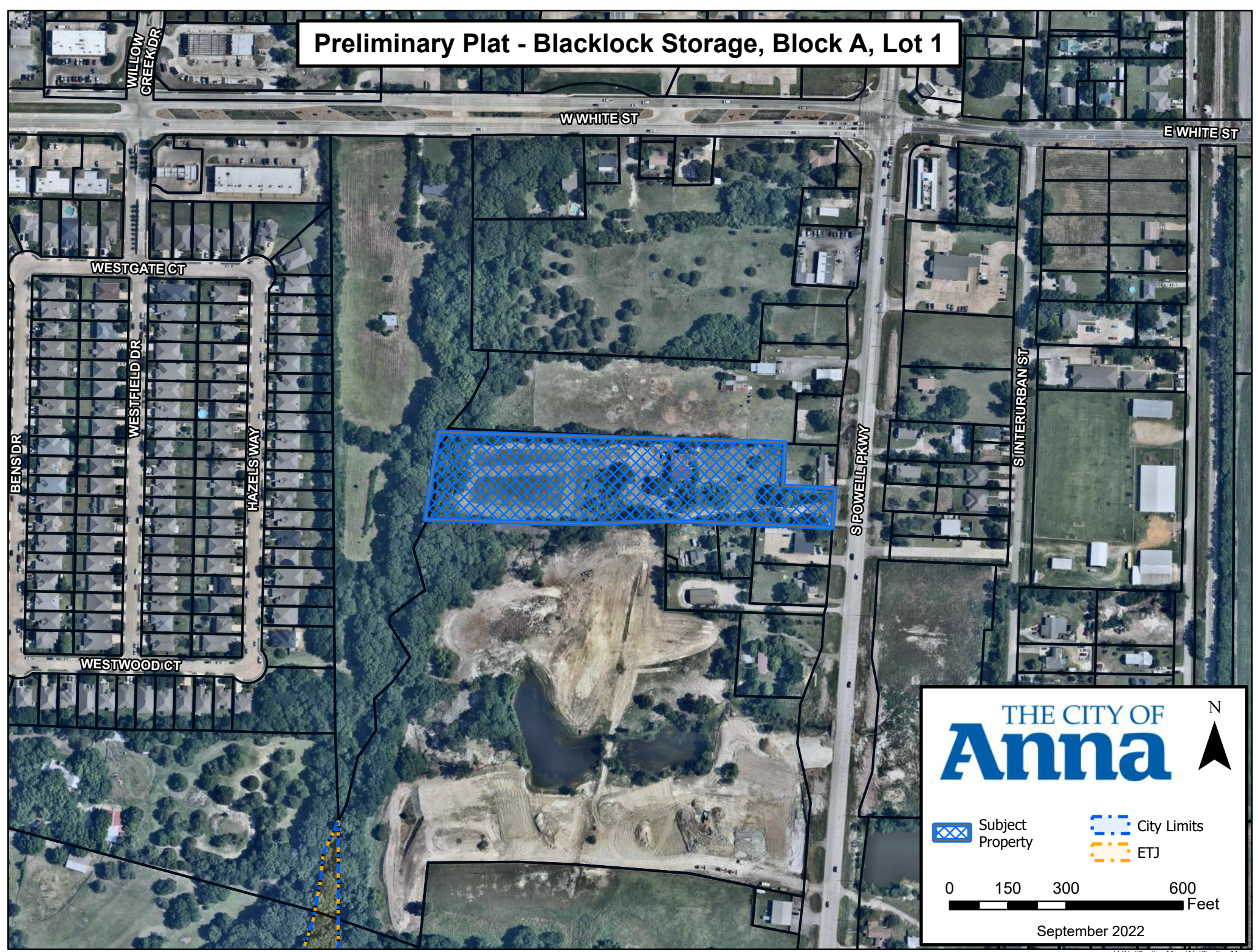
STAFF RECOMMENDATIONS:

Staff recommends that the Planning & Zoning Commission approve the applicant's request for a 30-day extension.

ATTACHMENTS:

1. Blacklock Storage Locator Map
2. 30-Day Extension Letter - Blacklock Storage
3. P&Z Signed Application

Preliminary Plat - Blacklock Storage, Block A, Lot 1



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 150 300 600 Feet

September 2022



September 26, 2022

Lauren Mecke
Planning Manager
City of Anna
3223 North Powell Parkway
Anna, TX 75409

RE: 30 day extension 4.85 acres out of the G stark Abstract No. 798 City of Anna, Collin County Texas.

Dear Lauren

As the property owners representative, we hereby request a 30 day extension to the preliminary plat and timeline of the development agreement. We are requesting to be extended from the October 3 2022 Planning and Zoning Commission meeting to the November 7 2022 Planning and Zoning Commission meeting.

Thank you for your assistance.

A handwritten signature in black ink, appearing to be "JD Blacklock".

JD Blacklock, Managing Member

926 Powell Anna TX LLC

254-717-0229

Plans & Plats Development Application

THE CITY OF
Anna

Submittal

- | | |
|--|---|
| ☒ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☒ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

*Prior approval required

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

5 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ ~~500.00~~ 1,000.00 to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: _____ Total Number of Acres: 4.86
Zoning Classification(s): PD-I-1 Total Number of Lots: 1
Location: 926 S Powell Anna TX

Property Owner Information & Authorization

Name/Company: 926 Powell Anna TX, LLC
Address: 9355 Jacksboro Highway
City: Fort Worth State: TX Zip Code: 71635
Phone: 2547170229 Email: Office@blacklockpartners.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

Property Owner's Signature: by John Blacklock, Pres. LLC Date: 8/24/2022

STATE OF: Texas

COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared John Blacklock
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this 24th day of August, 20 22

Ann S. B. Smith
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 16.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on the Dreamville Anna, Block A, Lot 1, Preliminary Plat.
Applicant: Alvin Johnson / HHF Dreamville Anna, LLC.

SUMMARY:

Multiple-family residences and retail on one lot on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423. Zoned: Planned Development (Ord. No. 631-2013, Ord. No. 692-2015, & Ord. No. 975-2022).

The purpose of the Preliminary Plat is to propose lot and block boundaries and easements necessary for the future construction of the multiple-family residences and retail development.

The applicant has requested a 30-day extension as they continue to make alterations to the proposed Preliminary Plat and work through staff's comments.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

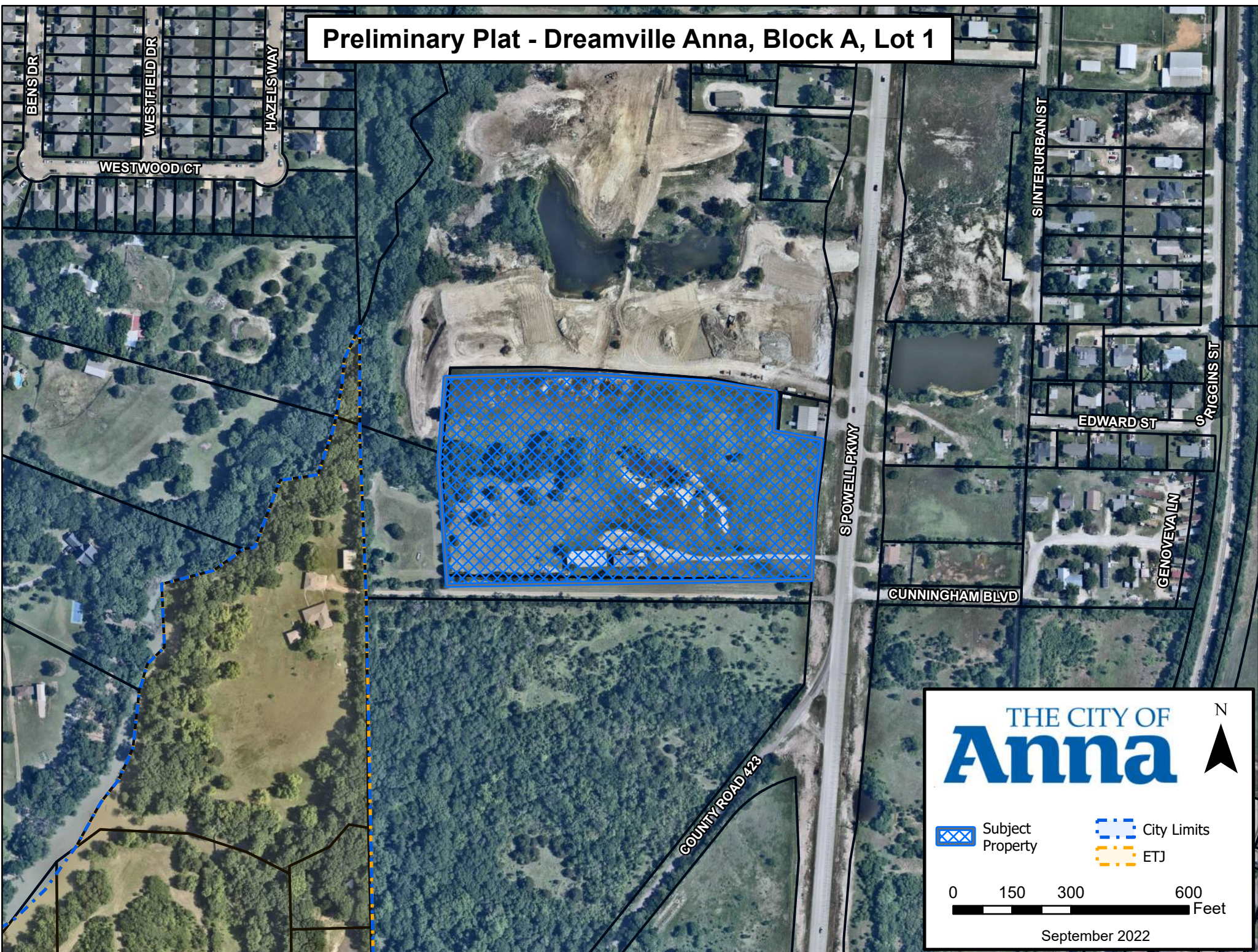
STAFF RECOMMENDATIONS:

Staff recommends that the Planning & Zoning Commission approve the applicant's request for a 30-day extension.

ATTACHMENTS:

1. Dreamville Anna Preliminary Plat Locator Map
2. 30 day extension letter - Dreamville Anna
3. Development Application

Preliminary Plat - Dreamville Anna, Block A, Lot 1

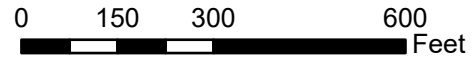


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



September 2022



RECEIVED
September 29, 2022
PLANNING & DEVELOPMENT
CITY OF ANNA

ST. LOUIS

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel

DALLAS

7501 Lone Star Drive
Suite 250B
Plano, TX 75024
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

September 29, 2022

City of Anna
Planning Department – Attention: Salena Tittle
3223 N. Powell Parkway
Anna, Texas 75049

Subject: 30-Day Waiver for Preliminary Plat, and Site Plan
Dreamville Addition, Block A, Lot 1

Planning Department:

As the property owner owner's representative] we hereby request a 30-day extension of the above-referenced plat from the October 3, 2022 Planning & Zoning Commission agenda, and rescheduling this plat for a future Planning & Zoning Commission meeting date.

When we are ready for this plat to be considered for approval by the Planning & Zoning Commission, we will notify you, and will resubmit any required corrections to the plat, at least ten calendar days prior to the requested P&Z Commission meeting date.

Sincerely,

Donald F. Warnke, PE, Senior Project Manager
Cole & Associates

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☒ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

12 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 1,720.00, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Dreamville Anna Addition Total Number of Acres: 11.03
Zoning Classification(s): PD Total Number of Lots: 2
Location: 1300 S. Powell Parkway, Anna, TX 75409

Property Owner Information & Authorization

Name/Company: Alvin Johnson/ HHF Dreamville Anna, LLC
Address: 3900 S. Stonrbridge Drive, Suite 304
City: McKinney State: TX Zip Code: 75070
Phone: (214) 842-8075 Email: alvin@372hope.org

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Donald F. Warnke (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

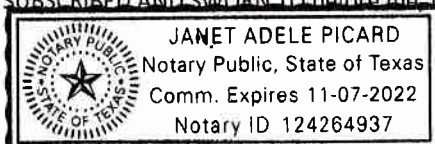
Property Owner's Signature: [Signature] Date: 09/07/2022

STATE OF: TEXAS

COUNTY OF: COLLIN

BEFORE ME, a Notary Public, on this day personally appeared _____
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me this the 7th day of September, 2022



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Donald F. Warnke

Company: Cole & Associates

Address: 7501 Lone Star Dr., Suite B250

City: Plano State: TX Zip Code: 75204

Phone: (972) 979-0758 Email: dwarnke@coletx.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Disclosure of Interests



Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.

Disclosure Questions

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Anna known by you that may have a conflict of interest in the property or application referenced on reverse side.

- C. State all information upon which you base the belief (use additional paper, if necessary).

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Anna, Texas, as changes occur.

Name of Certifying Person (print): Donald F. Warnke

☐ Property Owner

☒ Project Representative

Signature of Certifying Person: _____

A handwritten signature in blue ink that reads "Donald F. Warnke".

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members.

**City Manager, City Secretary, City Attorney, and all department heads

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 17.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on the Dreamville Anna, Block A, Lot 1, Site Plan. Applicant: Alvin Johnson / HHF Dreamville Anna, LLC.

SUMMARY:

Multiple-family residences and retail on one lot on 11.0± acres located on the west side of State Highway 5, 240± feet north of County Road 423. Zoned: Planned Development (Ord. No. 631-2013, Ord. No. 692-2015, & Ord. No. 975-2022).

The purpose of the Site Plan is to show the proposed multiple-family residence and retail development site improvements.

The applicant has requested a 30-day extension as they continue to make alterations to the proposed Site Plan and work through staff's comments.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

Staff recommends that the Planning & Zoning Commission approve the applicant's request for a 30-day extension.

ATTACHMENTS:

1. Dreamville Anna Site Plan Locator Map
2. 30 day extension letter - Dreamville Anna
3. Development Application

Site Plan - Dreamville Anna, Block A, Lot 1





RECEIVED
September 29, 2022
PLANNING & DEVELOPMENT
CITY OF ANNA

ST. LOUIS

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel

DALLAS

7501 Lone Star Drive
Suite 250B
Plano, TX 75024
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

September 29, 2022

City of Anna
Planning Department – Attention: Salena Tittle
3223 N. Powell Parkway
Anna, Texas 75049

Subject: 30-Day Waiver for Preliminary Plat, and Site Plan
Dreamville Addition, Block A, Lot 1

Planning Department:

As the property owner owner's representative] we hereby request a 30-day extension of the above-referenced plat from the October 3, 2022 Planning & Zoning Commission agenda, and rescheduling this plat for a future Planning & Zoning Commission meeting date.

When we are ready for this plat to be considered for approval by the Planning & Zoning Commission, we will notify you, and will resubmit any required corrections to the plat, at least ten calendar days prior to the requested P&Z Commission meeting date.

Sincerely,

Donald F. Warnke, PE, Senior Project Manager
Cole & Associates

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☒ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

12 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 1,720.00, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation

THE CITY OF
Anna

Property Description

Subdivision: Dreamville Anna Addition Total Number of Acres: 11.03
Zoning Classification(s): PD Total Number of Lots: 2
Location: 1300 S. Powell Parkway, Anna, TX 75409

Property Owner Information & Authorization

Name/Company: Alvin Johnson/ HHF Dreamville Anna, LLC
Address: 3900 S. Stonrbridge Drive, Suite 304
City: McKinney State: TX Zip Code: 75070
Phone: (214) 842-8075 Email: alvin@372hope.org

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Donald F. Warnke (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

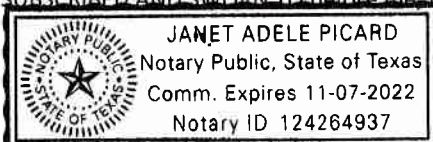
Property Owner's Signature: [Signature] Date: 09/07/2022

STATE OF: TEXAS

COUNTY OF: COLLIN

BEFORE ME, a Notary Public, on this day personally appeared _____
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me this the 7th day of September, 2022



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Donald F. Warnke

Company: Cole & Associates

Address: 7501 Lone Star Dr., Suite B250

City: Plano State: TX Zip Code: 75204

Phone: (972) 979-0758 Email: dwarnke@coletx.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Disclosure of Interests



Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.

Disclosure Questions

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Anna known by you that may have a conflict of interest in the property or application referenced on reverse side.

- C. State all information upon which you base the belief (use additional paper, if necessary).

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Anna, Texas, as changes occur.

Name of Certifying Person (print): Donald F. Warnke

☐ Property Owner

☒ Project Representative

Signature of Certifying Person: Donald F. Warnke

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members.

**City Manager, City Secretary, City Attorney, and all department heads

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 18.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on the Ferguson-White Addition, Block A, Lot 1, Revised Site Plan. Applicant: Lamar National Bank

SUMMARY:

Bank on one lot on 2.2± acres located at the southwest corner of W. White Street and Ferguson Parkway. Zoned: Planned Development-Restricted Commercial and Restricted Commercial (PD-C-1/C-1) (Ord. No. 821-2019 & Ord. No. 950-2021).

The purpose of the Revised Site Plan is to request an alternate equivalent screening method between the bank site and existing Oak Hollow Estates, Phase 1 Subdivision.

Zoning Ordinance Requirement

Screening fence – Sec. 9.04.021 (C-1 Restricted Commercial District) states:

When a non-residentially zoned lot or tract abuts upon a zoning district boundary line dividing that lot or tract from a residentially zoned lot or tract, a minimum side yard of 10 feet shall be provided on the nonresidential property. A masonry wall having a minimum height of six feet above the average grade of the residential property shall be constructed on nonresidential property adjacent to the common side or rear property line.

Sec. 9.04.039 (Screening device requirements) provides nonresidential development four (4) options for building materials:

- Brick masonry, stone masonry, or other architectural masonry finish. (No thin-wall masonry allowed; "thin wall" is defined as any wall 6" or less in width);
- Tubular steel (primed and painted) or wrought iron fence with masonry columns spaced a maximum of 20' on center with structural supports spaced every 10', and with sufficient evergreen landscaping to create a screening effect;
- Living plant screen (only upon approval by the planning and zoning commission through the site plan process); or
- Alternate equivalent screening (only upon approval by the planning and zoning commission through the site plan process).

Sec. 9.06.006 (Minimum landscaping requirements) requires:

Whenever a nonresidential use... is adjacent to a property used or zoned for single-family or duplex residential use, the more intensive land use shall provide a landscaped area of at least 10 feet in width along the common property line planted with one large tree (minimum three inches in caliper and seven feet in height at time of planting) for each 40 linear feet or portion thereof of adjacent exposure.

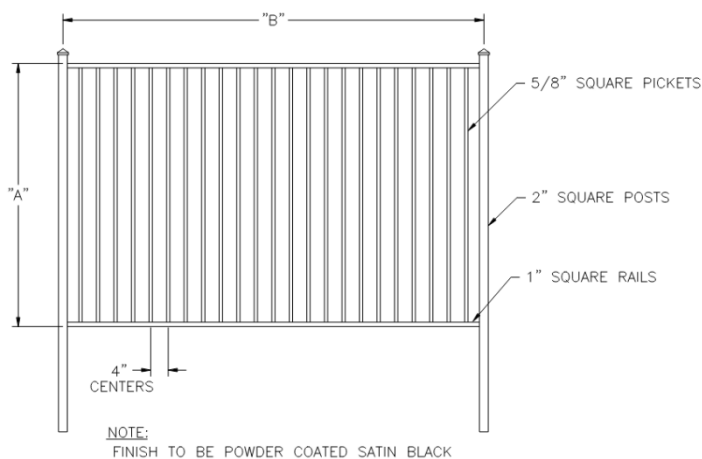
Existing Conditions

Along the property line there are existing wooden fences of varying height and color owned by the respective property owners of Oak Hollow Estates, Phase 1. The fence line can be seen in the image below taken from Google Street view in March 2020.



Request

The applicant and their project representative are proposing to use 6'-0" tall black iron fence panels with cedar trees (6 – 8 feet in height) spaced 6 feet apart from the center of the tree.



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy**STAFF RECOMMENDATIONS:**

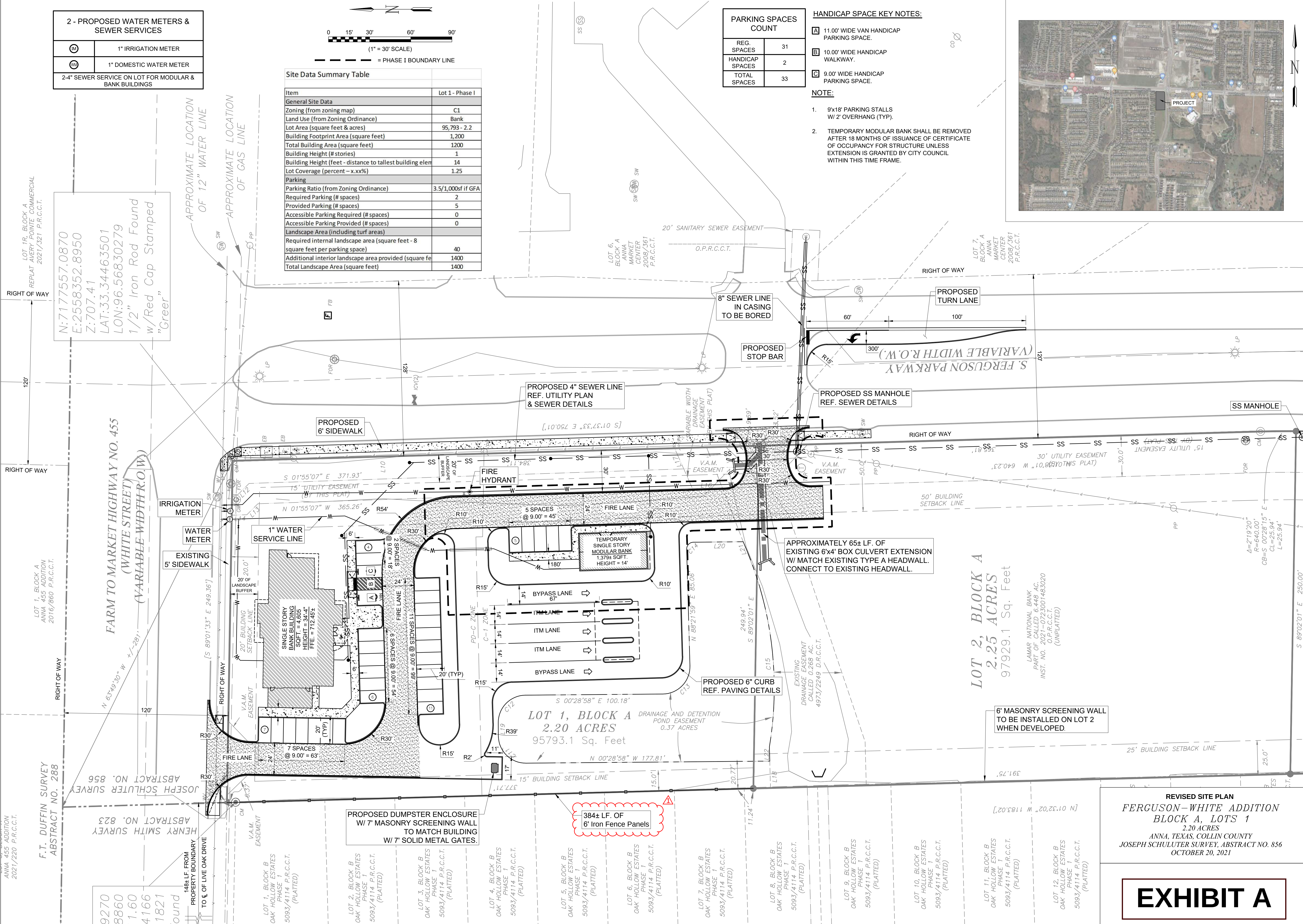
It is the Planning & Zoning Commission's role to determine if the applicant's request is an appropriate alternate equivalent screening.

ATTACHMENTS:

1. Ferguson-White Addition Locator Map
2. Exhibit A (RSP) Ferguson-White Addn - Site Plan
3. Applicant Letter & Detail
4. Application

Revised Site Plan - Ferguson-White Addition, Block A, Lot 1





EST, Inc.
1500 CLARKSVILLE STREET, PARIS, TX. 75460
Ph. (903) 732-6303
www.estinc.com

REGISTRATION NO. F-10777

PROGRESS SET - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF
JEFFREY D. ELDERS, P.E. 99288
C.O. ENGINEER

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

REV	DATE	DESCRIPTION	BY
1	10/03/2021	REQUEST FOR ALTERNATE EQUIVALENT SCREENING	

LAMAR NATIONAL BANK

FERGUSON-WHITE ADDITION
LOT 1, BLOCK A
2.20 ACRES
95,793.1 Sq. Feet
SURVEY ABSTRACT NUMBER: 856
CONTACT: GREG WILSON
ADDRESS: 200 S. COLLEGIATE PARIS, TX. ZIP-75460
PHONE: 903-785-0701
ANNA, TX, COLLIN COUNTY

OVERALL PROPOSED SITE PLAN

JOB NO.: 21-00420
DATE: 10/06/2021
DESIGNED BY: S.N.
DRAWN BY: E.C.
CHECKED BY: S.N.



September 22, 2022

City of Anna
Attn: Lauren Mecke
120 W. 7th St.
Anna, TX 75409

RE: Lamar National Bank

Please take this letter as an application, to the Planning and Zoning committee, to propose a variance to Lamar National Banks site fencing.

Included in the letter is the following:

The original site plan with the fence location.

Our proposed screen wall detail.

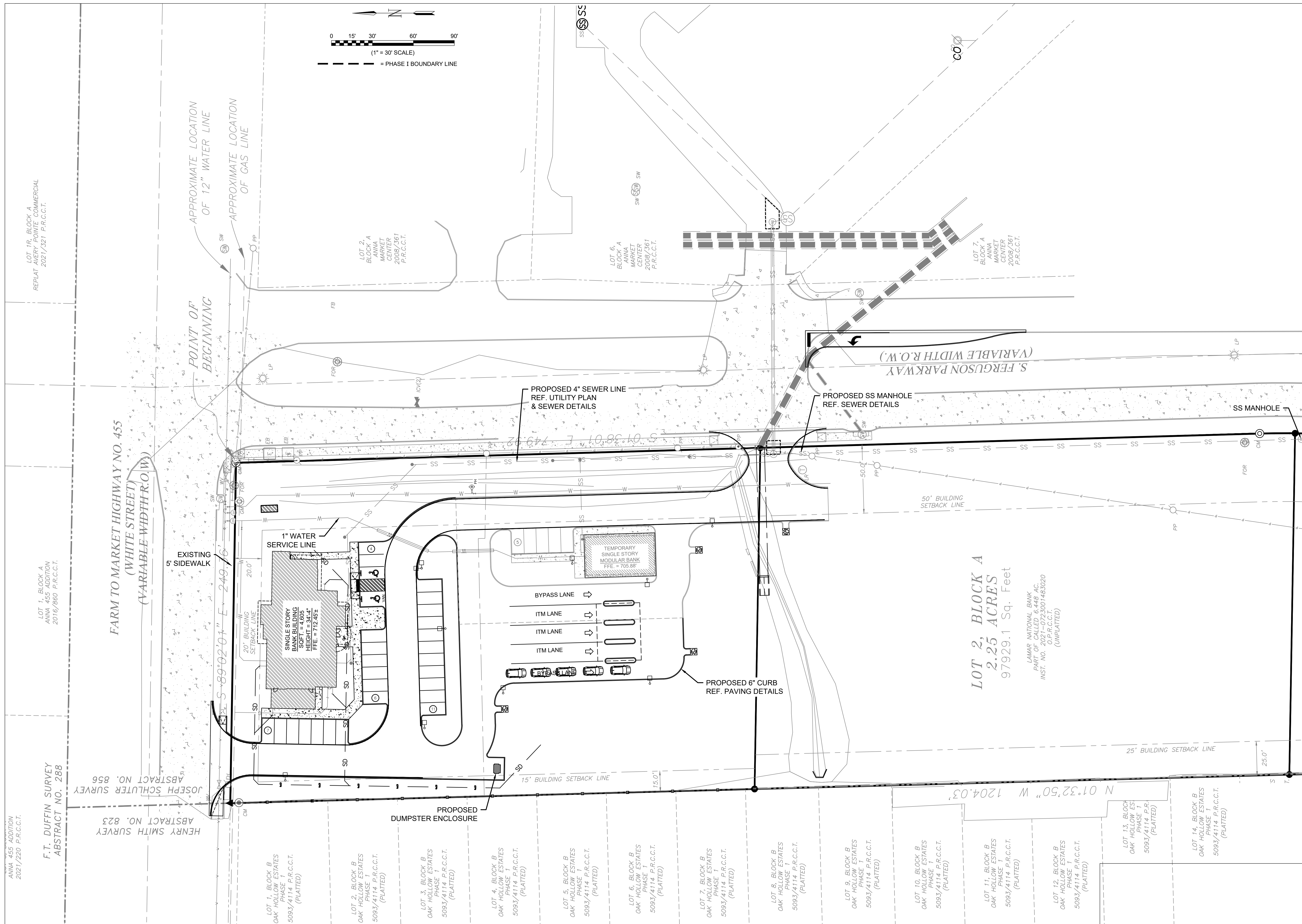
A check for the reviewal process will be delivered to your office by Monday, September 26th.

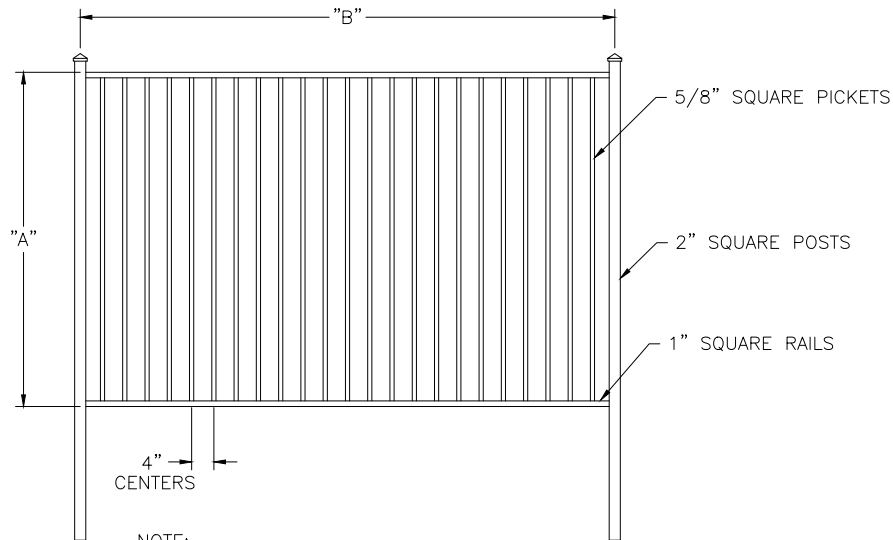
Please contact me if you may need any additional information. (AFarrell@mappbuilt.com or 225.485.3403)

Sincerely,

Allison Farrell
MAPP, LLC
Assistant Project Manager

CC: 81168
Mike Donovan





NOTE:
FINISH TO BE POWDER COATED SATIN BLACK

Will add 6-8 ft red Cedar trees spaced
at 6 ft on center in front of the fencing.

"A"	"B"
3'-6"	8'-0"
4'-0"	8'-0"
5'-0"	8'-0"
6'-0"	8'-0"



PANEL DETAIL - 5/8"

FLAT TOP ORNAMENTAL

DWN. BY:

CKO

10073FNC

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |
| | ☐ Facade Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

3 _____ acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 100.00 _____, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: Ferguson- White Addn Total Number of Acres: 3
 Zoning Classification(s): PD-C-1 Total Number of Lots: 1
 Location: _____

Property Owner Information & Authorization

Name/Company: Lamar National Bank
 Address: 200 S. Collegiate
 City: Paris State: TX Zip Code: 75460
 Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Allison Farrell/Clark Miller (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

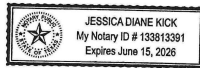
Property Owner's Signature: _____ Date: 9/22/2022 | 2:32 PM CDT
 93D28259D9D443B...

STATE OF: Texas

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Brian Blair
 (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 22 day of September, 20 22



NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Allison Farrell/Clark Miller

Company: MAPP

Address: 3625 N. Hall St. Suite 1200

City: Dallas State: TX Zip Code: 75219

Phone: _____ Email: afarrell@mappbuilt.com



Item No. 19.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on a request to establish zoning on 78.0± acres located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard to Planned Development -SF-TH Townhome District. Zoned: Extraterritorial Jurisdiction (ETJ). Applicant: Charles Covey - LandVest Development.

SUMMARY:

The applicant is requesting to establish zoning for the property to allow for a residential and commercial development with modified development standards.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A), The Parks at Hurricane Creek accompanies this request.

Surrounding Land Uses and Zoning

North	Vacant tract located in the ETJ
East	Vacant tract located in the ETJ and future parkland zoned Planned Development (Ord. No. 886-2020)
South	Across W Farm-to-Market 455, vacant land located in the ETJ
West	Multiple vacant tracts and kennel with outside pens located in the ETJ

Proposed Planned Development Stipulations

The requested zoning is PD to allow for C-1 Restricted Commercial District and SF-TH Townhome District with modified development standards. There are two primary parts to this request: land use and design standards.

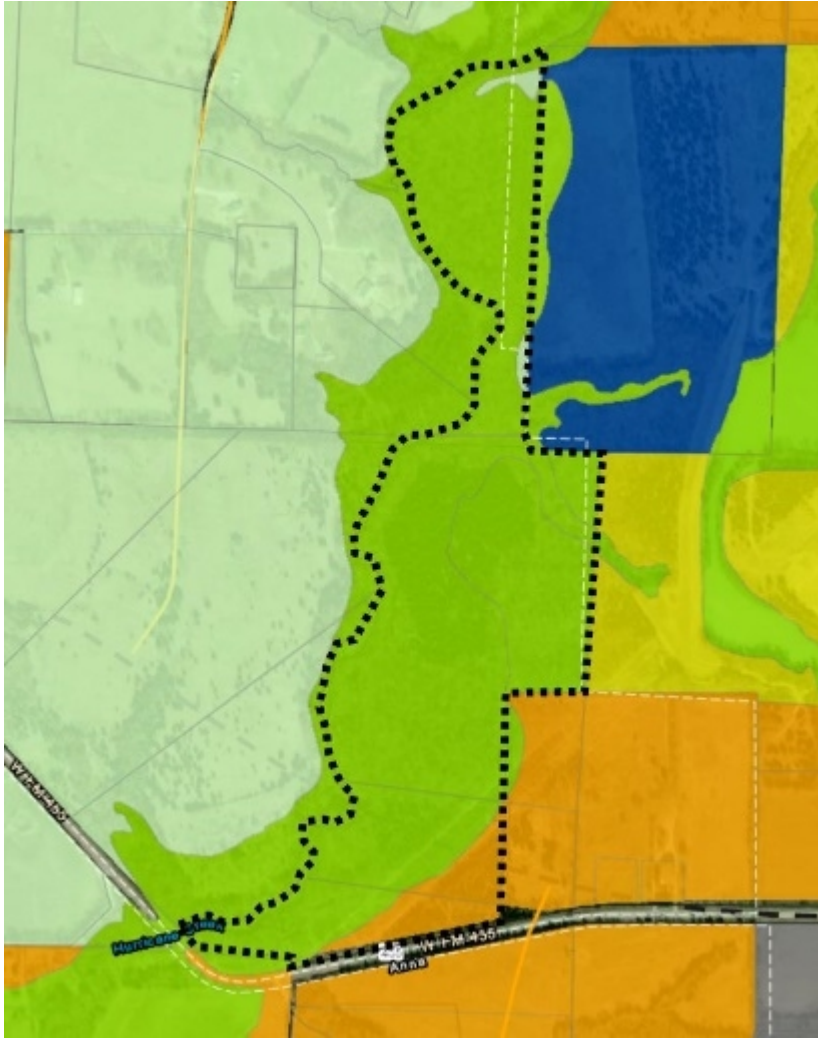
Land Use - The applicant is proposing to establish zoning for the subject property to allow for residential and commercial developments. The residential zoning will provide for a medium density residential environment of attached townhome units on individual platted lot while the commercial zoning (C-1 base district) will accommodate the

shopping needs of residents in adjacent residential areas.

Design Standards - The language in the proposed PD district will modify commercial and residential development standards by:

1. Modifying Townhome District area and miscellaneous requirements,
2. Providing publicly accessible trails,
3. Allowing for a modified right-of-way cross section, and
4. Modifying screening requirements between commercial and residential zoning areas.

Conformance with the Anna2050 Comprehensive Plan
Future Land Use Plan



The Future Land Use Plan designates this property as Parks and Open Space and Cluster Residential.

Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks. Townhomes and other single-family attached homes are listed as primary land uses.

The Parks and Open Space designation is due to Hurricane Creek traversing along the western property boundary.

CONCLUSION:

Request to establish zoning to allow for a single-family townhome development and a commercial lot with modified development standards on 78.0± acres located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard to Planned Development. Zoned: Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy**Goal 2: Sustainable Anna Community Through Planned Managed Growth****STAFF RECOMMENDATIONS:**

If the Commission votes in favor of the zoning request, below are recommended restrictions for the applicants' zoning request:

Restrictions:

A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan.

B. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in SF-TH and C-1 zoning districts and the Planning and Development Regulations except as otherwise specified herein.

i. C-1 Restricted Commercial:

1. Landscape buffer adjacent to common area lot: 5 feet
2. Screening wall: A screening wall is not required between the commercial lot and the common area lot.

ii. SF-TH Townhome District:

1. Lot area: 1,400 square feet per unit
2. Lot width: 20 feet for interior units; 25 feet for end units
3. Lot depth: 70 feet
4. Lot coverage: 75%
5. Front yard setbacks:
 - a. Garages: 20 feet
 - b. All other portions of the building: 15 feet
6. Rear yard setbacks: 0 feet
7. Side yard: 0 feet when abutting common area lot; 10 feet if abutting a right-of-way (R.O.W.)
8. Maximum height: 3 stories; 40 feet
9. Parking:
 - a. Two (2) enclosed spaces behind the front yard line.
 - b. Visitor parking: 0.25 per dwelling unit.
10. Building separation/Common Area Mews: common areas shall be required between all buildings as shown on the concept plan with a minimum space between buildings of 20 feet.

iii. Sidewalks and Walking Trail

1. Sidewalks:

a. Sidewalks shall be at least six (6) feet when adjacent to eighteen (18) foot parking spaces.

2. Walking Trail:

a. A minimum eight (8) ft. wide concrete trail shall be constructed per the general location shown on the approved concept plan. Along the entire length of the trail, one bench per every one thousand (1,000) ft and trash can per one thousand (1,000) ft. shall be provided. Trash to be maintained by the homeowners association.

b. The trail system shall be accessible and open to the general public. The remaining open space/common area lots and amenities located within such areas may be reserved for private use, at the property owner's discretion.

iv. Right-of-way sections

1. Parking:

a. Off-street parking shown on the approved concept plan that is located at the corner of each block shall be dedicated as a part of the right-of-way.

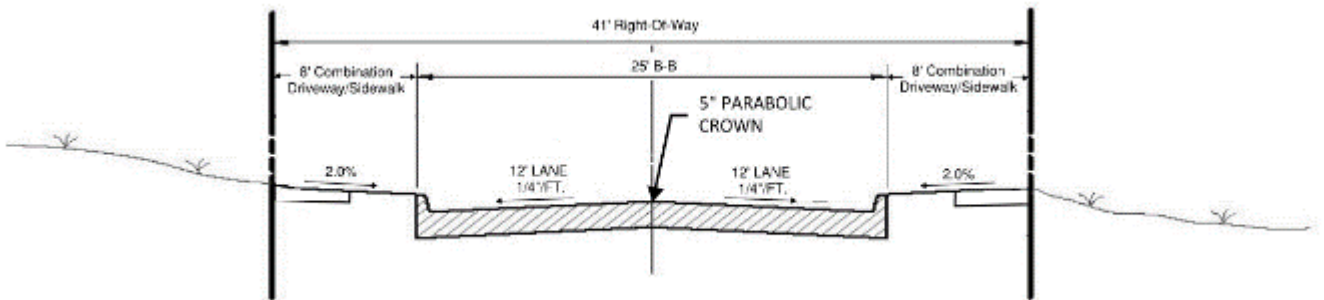
b. On-street parking shall be prohibited along any R.O.W. less than 50 feet.

2. As shown on the approved Concept Plan the 41' R.O.W. cross section shall include.

a. Right-of-way minimum width: 41 feet

b. Paving Section: 25 feet back-to-back

c. 5-foot wide sidewalks



v. Along all common area parcels/lots, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

C. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without a public

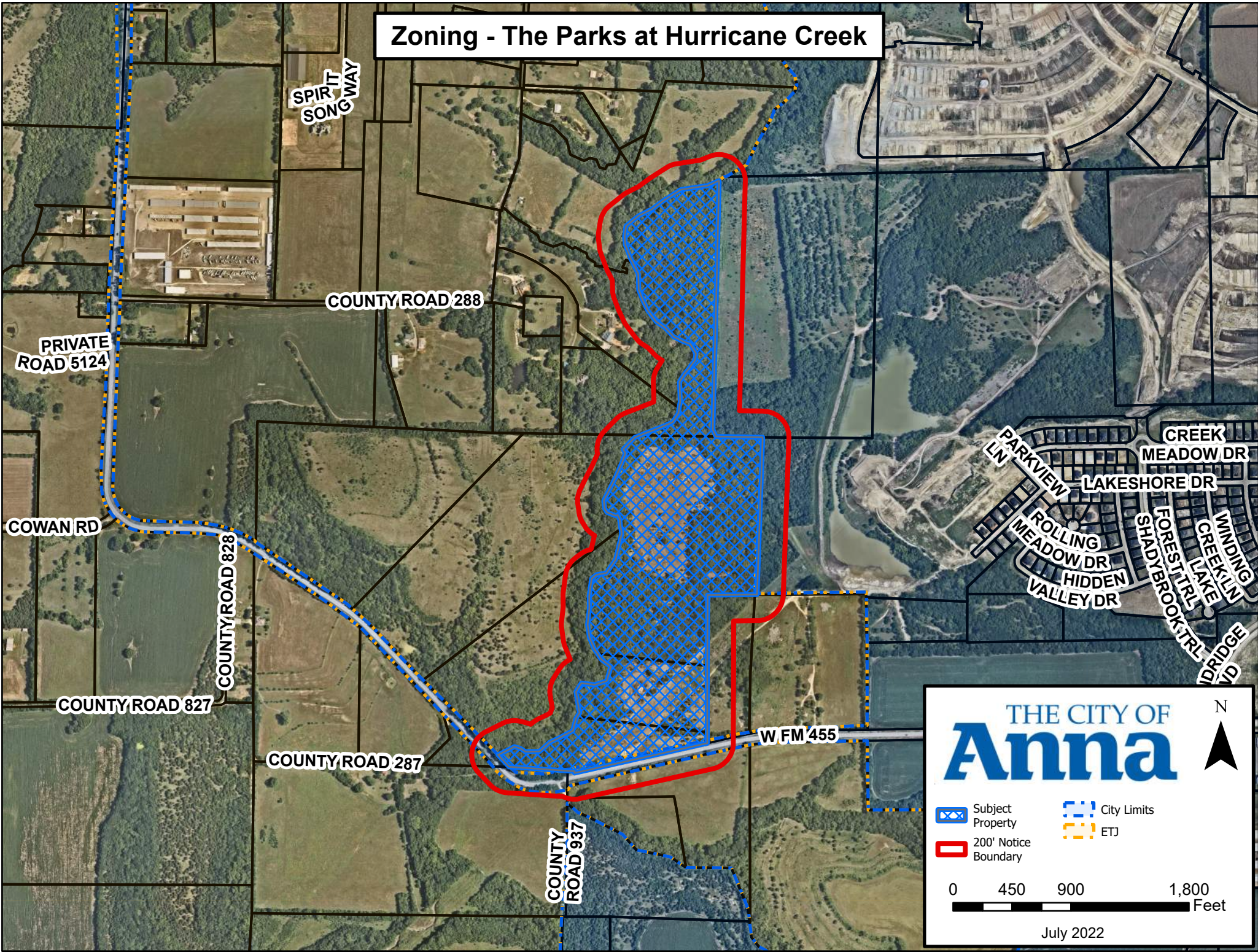
hearing.

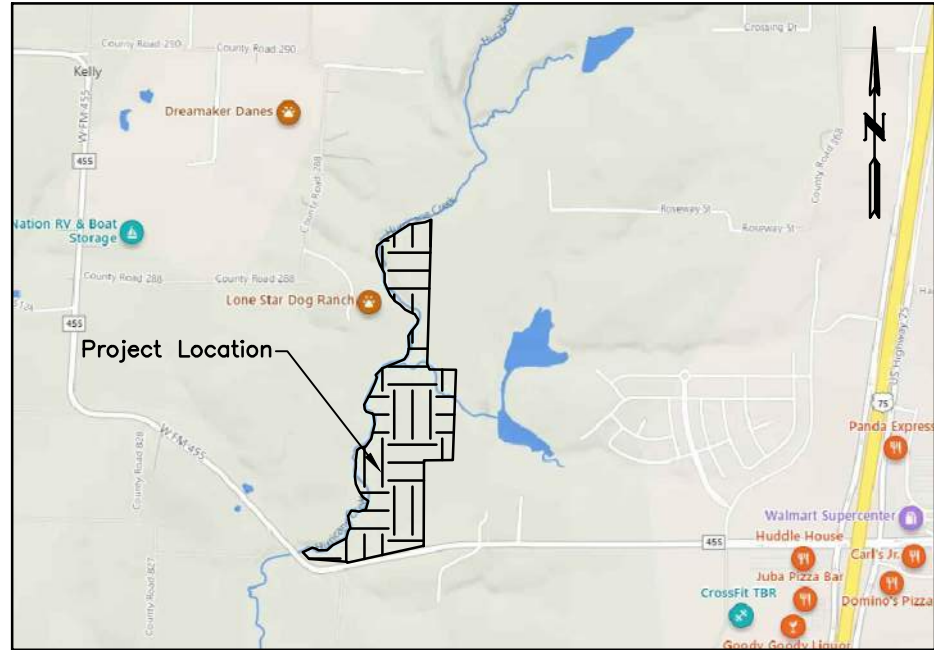
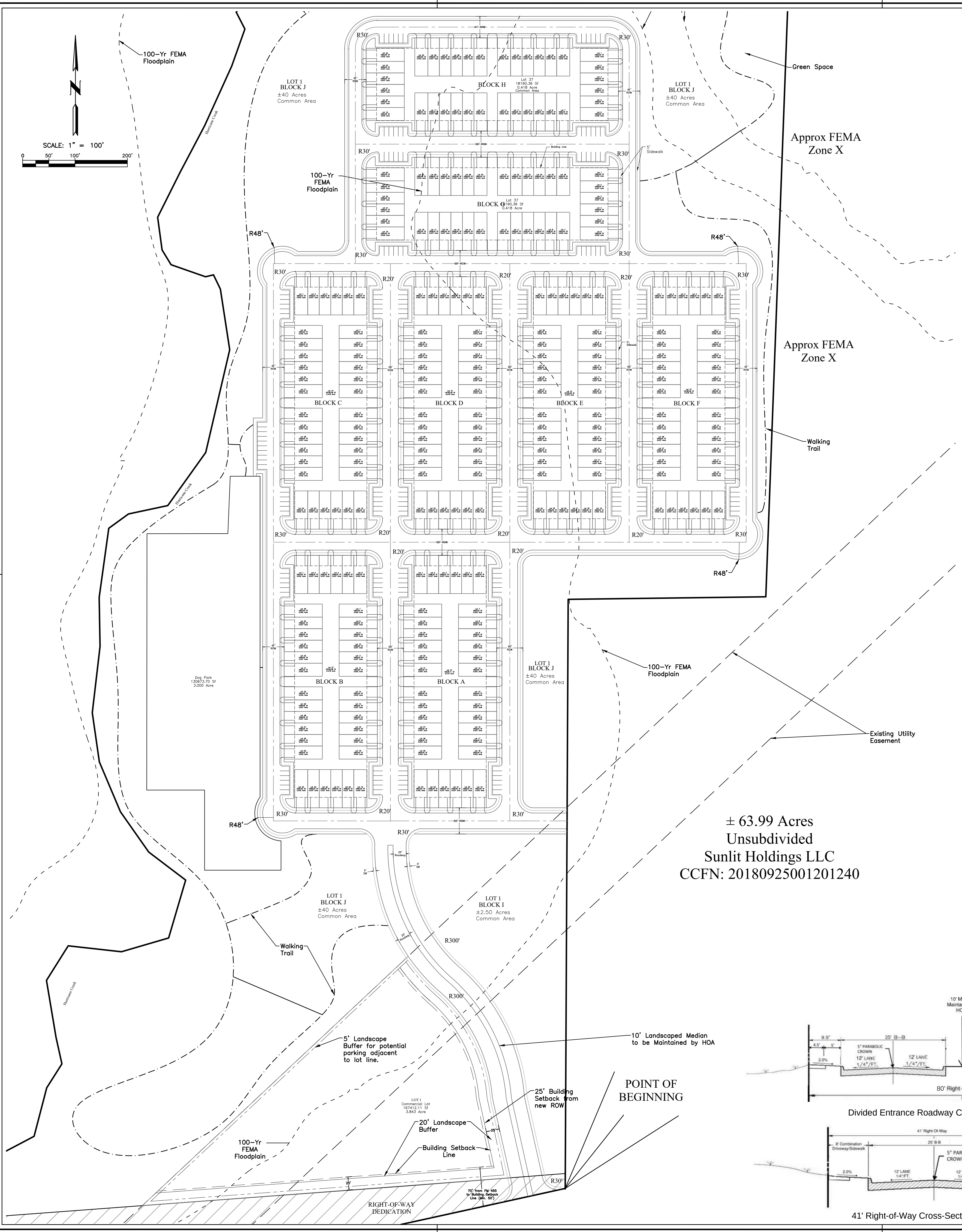
D. The Concept Plan will expire after two (2) years of approval.

ATTACHMENTS:

1. The Parks at Hurricane Creek Zoning Locator Map
2. Exhibit A (CP) Parks at HC
3. Response 1
4. Application - The Parks at Hurricane Creek

Zoning - The Parks at Hurricane Creek

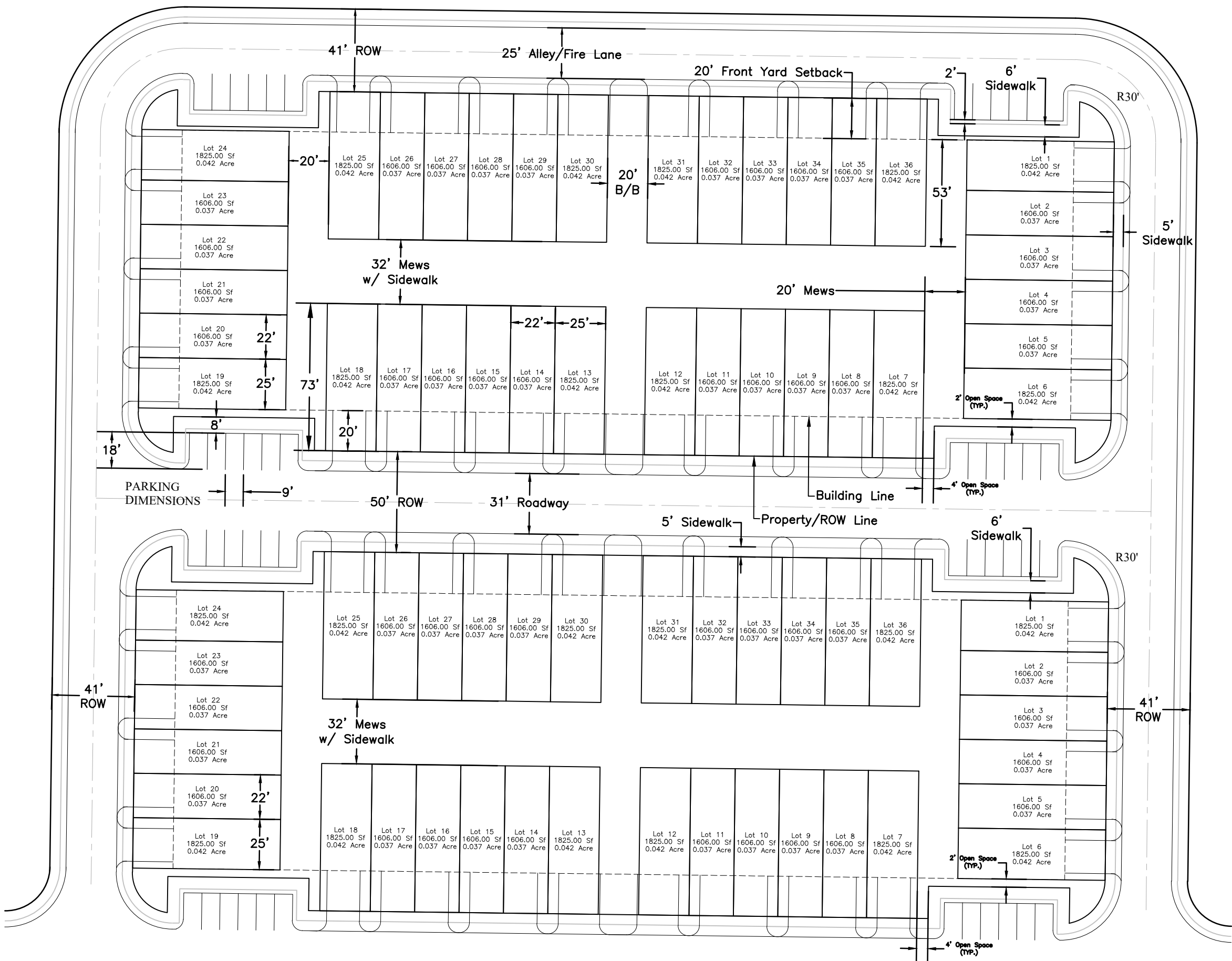




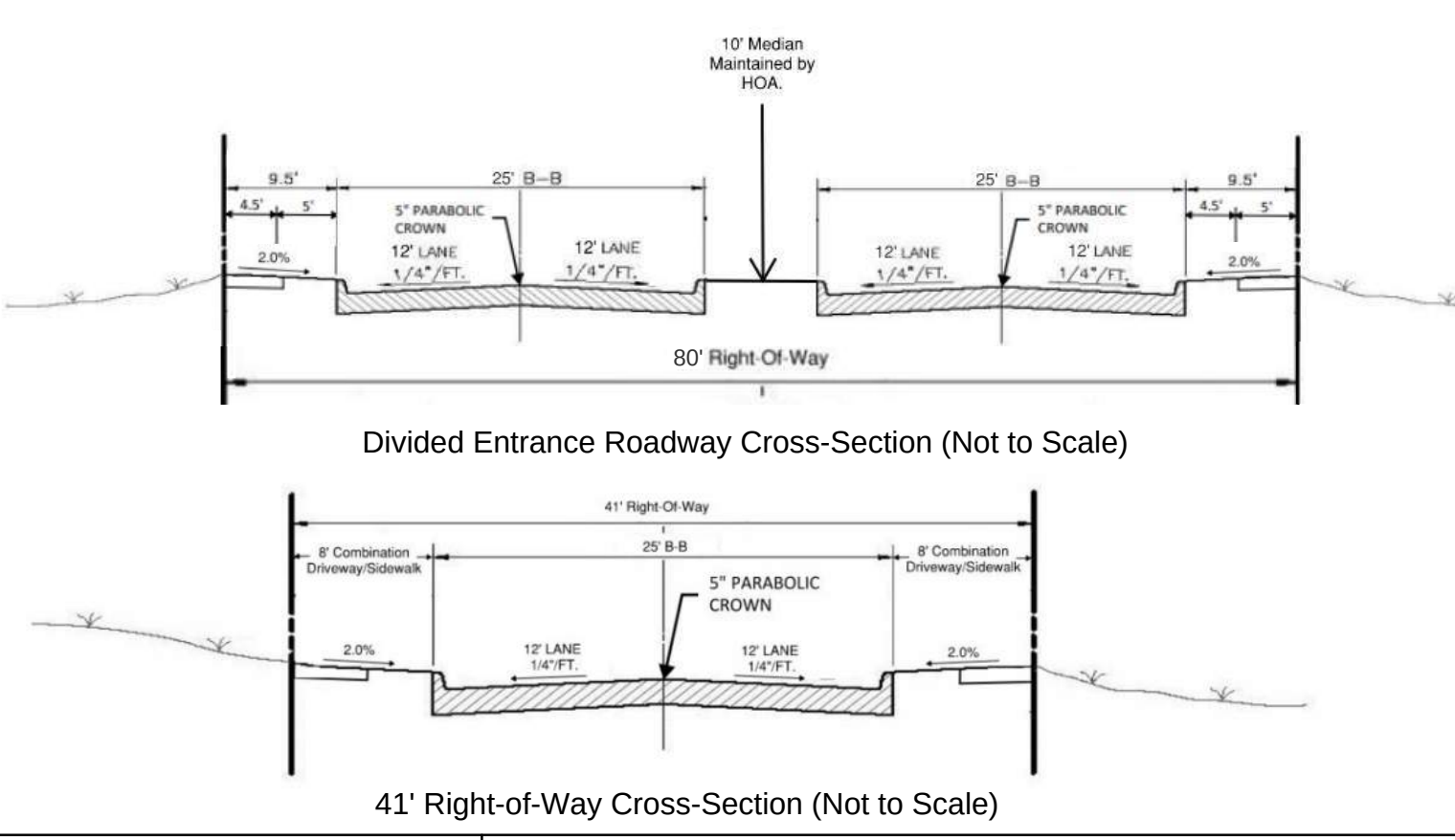
VICINITY MAP
(Not to Scale)

- GENERAL NOTES:
1. All proposed lots designed to be two stories with a maximum height of 40 feet.
 2. Proposed land use to be SF-TH.
 3. All parking spots shown are dedicated to the City of Anna, included in the Plan Development is a note stating the prohibition of On-Street Parking.
 4. Sidewalks adjacent to parking shall be a minimum width of 6 feet.
 5. Driveway entrance and its radius of curvature to be designed per AASHTO's Geometric Standards for a 30 MPH street for curves and alignments.

Parking	
Parking Ratio	0.25
Required	72
Provided	192



TYPICAL SF-TH LOT DETAIL



- LEGEND
- Plot Limits
 - Lot Line
 - - - FEMA 100-Yr Floodplain Limit
 - - - Building Line
 - - - Easement Line - As Described
 - - - Walking Trail
 - - - 5' Sidewalk
 - /// ROW Dedication

EXHIBIT A
1 OF 2

Property Owner: Charles Covey
Owner Company: LandVest Development
Owner Address: 704 Central Pkwy E, STE 1220 Plano, TX 75074
Phone Number: 903-271-8907

CONCEPT PLAN

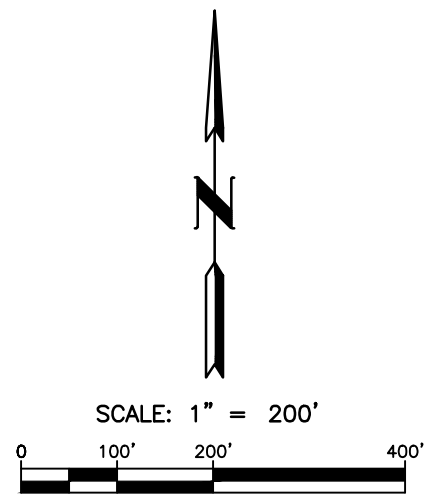
for inspection purposes only and in no way official or approved for recording purposes

The Parks at Hurricane Creek
288 SF-TH Lots, One C-1 Lot,
and Ten Common Area Lots.
John M. Kincaid Survey, Abstract 509 & 510
Total ± 77.96 Acres August 15, 2022

Engineering and Surveying

CENTERLINE
ENGINEERING &
CONSULTING, L.L.C.

CENTERLINE ENGINEERING & CONSULTING, L.L.C.
704 Central Pkwy E, STE 1220 Plano, TX 75074
(469)-850-4162
TIFB Reg. No. F-16713
TIFB Reg. No. 10184078

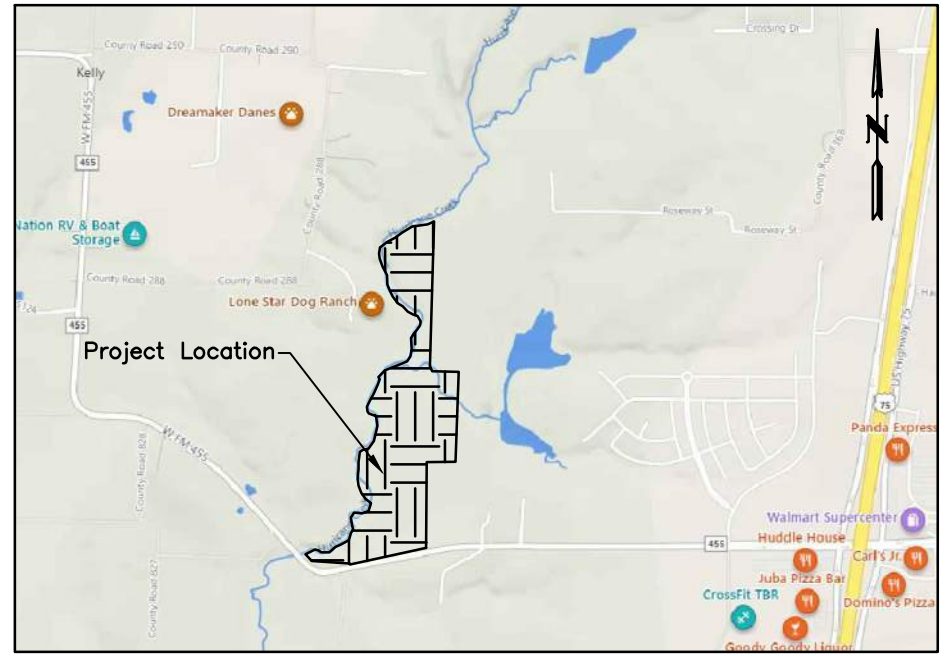


Unsubdivided
KCKM Properties LLC
359310

± 262.04 Acres
Unsubdivided
CADG Hurricane Creek LLC
CCFN: 20150529000631020

± 63.99 Acres
Unsubdivided
Sunlit Holdings LLC
CCFN: 20180925001201240

West F.M. 455
(Existing 80' R.O.W.)
V372, P243



VICINITY MAP

(Not to Scale)

- GENERAL NOTES:
1. All proposed lots designed to be two stories with a maximum height of 40 feet.
 2. Proposed land use to be SF-TH.
 3. All parking spots shown are dedicated to the City of Anna, included in the Plan Development is a note stating the prohibition of On-Street Parking.
 4. Sidewalks adjacent to parking shall be minimum width of 6 feet.
 5. Driveway entrance and its radius of curvature to be designed per AASHTO's Geometric Standards for a 30 MPH street for curves and alignments.

Neighborhood Entry and Interior Features Point System- 35 points total

		Suggested Points	Notes/Comments
20 points	T-Intersection Options		
	Additional green space	1/2 lot= 2 points 1 full lot= 4 points	3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both
	Amenity Center (min 3,000 sq. ft)**	5 points Max	
	Round-a-bout with landscaping that matches the entry	2 points	
	Water feature (Lit at night with a min of 15' wide and 8' tall)	3 points	
	Gazebo	1 point	
	Boulevard with enhanced landscaping with seasonal color	1 point	Maintained by HOA
	Sculpture or other artistry (lit at night)	up to 2 points	
	Additional Main Entry Options		
	Water Feature	1 point	
	Significant floral focal point	2 points	Maintained by HOA
	Any structure integrated as identification that exceeds 15'	3 points	
	Modern art or sculptures	1 point	Minimum height of 8 feet
	Landscaping in median for the divided entry	2 points	Maintained by HOA
	For every 5' increase past the 15' landscape buffer	1 point	5 point Max
	Increased amount of large trees for curvilinear sidewalks	2 points	
	Additional landscaping above and beyond the requirements	2 points	Must be annual and increased quality
*Additional upgrades per the discretion of the Planning Director			

15 points		Suggested Points	Notes/Comments
		Secondary Entrance	
	Divided secondary entry	1 point	
	Roundabout at the secondary entrance	1 point	
	Addition and Maintenance of seasonal landscaping (HOA)	1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Extended entry length (greater than 1/2 lot length)	1 point	Minimum of 1/2 lot length. No additional points for additional length.
	Additional landscaping throughout the length of the extended drive	1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Open space at the terminus	1/2 lot= 1 point 1 full lot= 2 points	2 point Max
		Interior Upgrades	
	Internal Parking Spaces	2 points	For 5 additional parking spots at major, neighborhood focal points
	Upgraded pools and amenity centers	2 points	Per the discretion of the Planning & Development Director
	Splash Pad-Min of 3 fixtures per 1,000 sq. ft	3 points	1 point for every additional 1,000 sq. ft & 3 fixtures Maintained by HOA
	Dog Park- Min of 3 acres	8 points	1 point for every additional acre (5 acres max) Maintained by HOA
	Walking trail	2 points	Min of 8 ft wide, 1 bench, & one trash can per 1,000 feet Trash to be maintained by HOA
	Additional bench & trash can in common areas	1 point	To be maintained by HOA
Amenity Center (min 3,000 sq. ft)**	5 points Max	3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both	

LEGEND

- Plat Limits
- Lot Line
- - - - FEMA 100-Yr Floodplain Limit
- - - - Building Line
- - - - Easement Line - As Described
- - - - Walking Trail
- - - - 5' Sidewalk
- /// ROW Dedication

EXHIBIT A 2 OF 2

Property Owner: Charles Covey
Owner Company: LandVest Development
Owner Address: 704 Central Pkwy E, STE 1220 Plano, TX 75074
Phone Number: 903-271-8907

CONCEPT PLAN

for inspection purposes only and in no way official or approved for recording purposes

The Parks at Hurricane Creek
288 SF-TH Lots, One C-1 Lot,
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John M. Kincaid Survey, Abstract 509 & 510
Total ± 77.96 Acres August 15, 2022

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704 Central Pkwy E, STE 1220 Plano, TX 75074
(940) 450-4162
TIFB Reg. No. F-16713
TIFB Reg. No. 10184378



Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the (Anna) address written below.

Mark Hughston Blue Spruce LLC
Name (Please Print)


Signature

10147 CR 288 Anna Tx 75409-0776
Address

7/14/22 Date Mailing Address Dallas
11575 East Ricks Circle 75230

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response

Application for Zoning Change



Project Type

- ☐ Change of zoning classification (*initial/straight re-zoning*) to: _____
- ☒ Planned Development using base zoning classification: SF-TH
- ☐ Specific Use Permit for: _____

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by Council or Staff without refund of fees. Fees required for this application established by the City of Anna must be submitted simultaneously with this application for acceptance.

Existing Zoning

- | | | | |
|--------------------------------|--|-------------------------------|---|
| ☐ AG | Agricultural District | ☐ C-1 | Restricted Commercial |
| ☐ SF-E | Single-Family Residential - Large Lot | ☐ C-2 | General Commercial |
| ☐ SF-1 | Single-Family Residential | ☐ NC | Neighborhood Convenience District |
| ☐ SF-84 | Single-Family Residential District - 84 | ☐ CBRD | Central Business Redevelopment District |
| ☐ SF-72 | Single-Family Residential District - 72 | ☐ C-3 | Planned Center District |
| ☐ SF-60 | Single-Family Residential District - 60 | ☐ O-1 | Office District |
| ☐ SF-Z | Single-Family Residential District - Zero Lot Line Homes | ☐ I-1 | Light Industrial District |
| ☐ SF-TH | Single-Family Residential District - Townhomes | ☐ I-2 | Heavy Industrial District |
| ☐ MH-1 | Manufactured Home District | ☐ PD | Planned Development District |
| ☐ MH-2 | Manufactured Home Park District | | |
| ☐ TF | Two-Family Residential | ☐ THOR | Thoroughfare Overlay District |
| ☐ MF-1 | Multiple-Family Residential - Low Density | ☐ F-B | Food and Beverage Overlay District |
| ☐ MF-2 | Multiple-Family Residential - High Density | | |
- Property is currently in ETJ, not yet zoned.

Fees

Zoning	\$300, plus \$10 per acre
Planned Development	\$500, plus \$30 per acre
Specific Use	\$300 plus \$10 per acre (Mobile Homes \$300)

Reason for Zoning Change

Initial zoning and annexation of property for a proposal of new Single-Family Residences attached on 77.96 acres
located on the north side of W. White Street (FM 455), 3900 feet west of S Stanbridge Blvd.

Plans & Plats Development Application



Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☒ Concept Plan |

**Prior approval required*

Submittal Type

- ☒ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

78 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 3900, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: The Parks at Hurricane Creek Total Number of Acres: 77.96
Zoning Classification(s): SF-TH Total Number of Lots: 300
Location: North side of W. White Street (FM 455) and west of S Standridge Blvd (Currently ETJ).

Property Owner Information & Authorization

Name/Company: Charles Covey - LandVest Development
Address: 704 Central Pkwy E, STE 1220
City: Plano State: TX Zip Code: 75074
Phone: 469-562-8929 Email: charles@landvestdev.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☒ I hereby designate Kaleb Gilbert (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

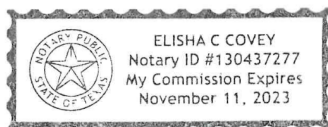
Property Owner's Signature:  Date: 7/5/2022

STATE OF: Texas

COUNTY OF: Collin

BEFORE ME, a Notary Public, on this day personally appeared Charles Covey (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 5th day of July, 2022





NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Kaleb J. Gilbert, P.E.

Company: Centerline Engineering & Consulting LLC

Address: 704 Central Pkwy E, STE 1220

City: Plano State: TX Zip Code: 75074

Phone: 469.850.4162 Email: kgilbert@centerlineengineering.net

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 20.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on The Parks at Hurricane Creek, Concept Plan. Applicant: Charles Covey - LandVest Development.

SUMMARY:

288 SF-TH Townhome District lots, one C-1 Restricted Commercial lot and ten common area lots on 78.0± acres located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. Located in the Extraterritorial Jurisdiction (ETJ).
Proposed Zoning: Planned Development

This concept plan is associated with the zoning case and is contingent upon approval of the annexation and zoning case. The purpose of the concept plan is to show the conceptual layout and related site improvements associated with the future residential development. The concept plan complies with the zoning district's area regulations as requested by the zoning case.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

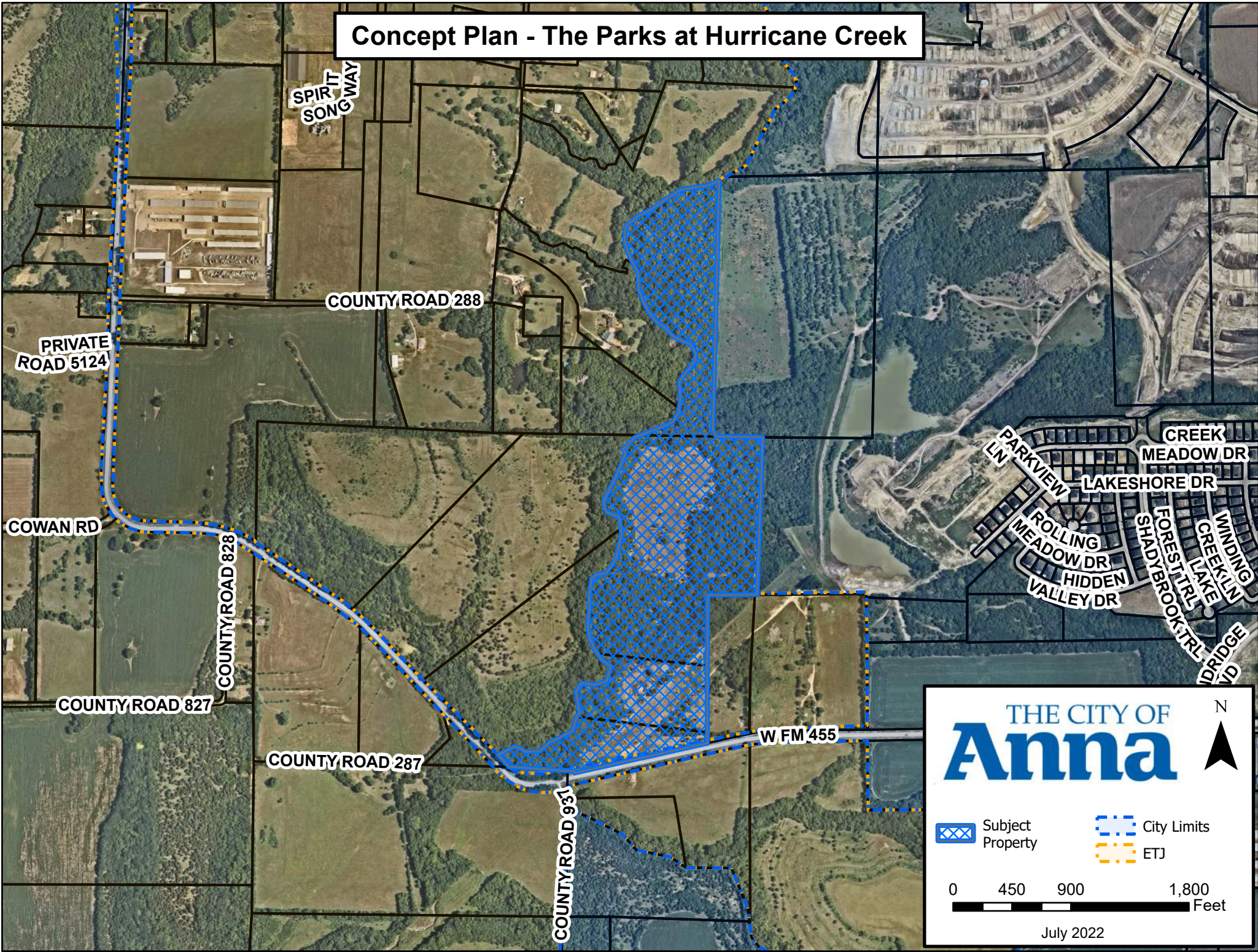
STAFF RECOMMENDATIONS:

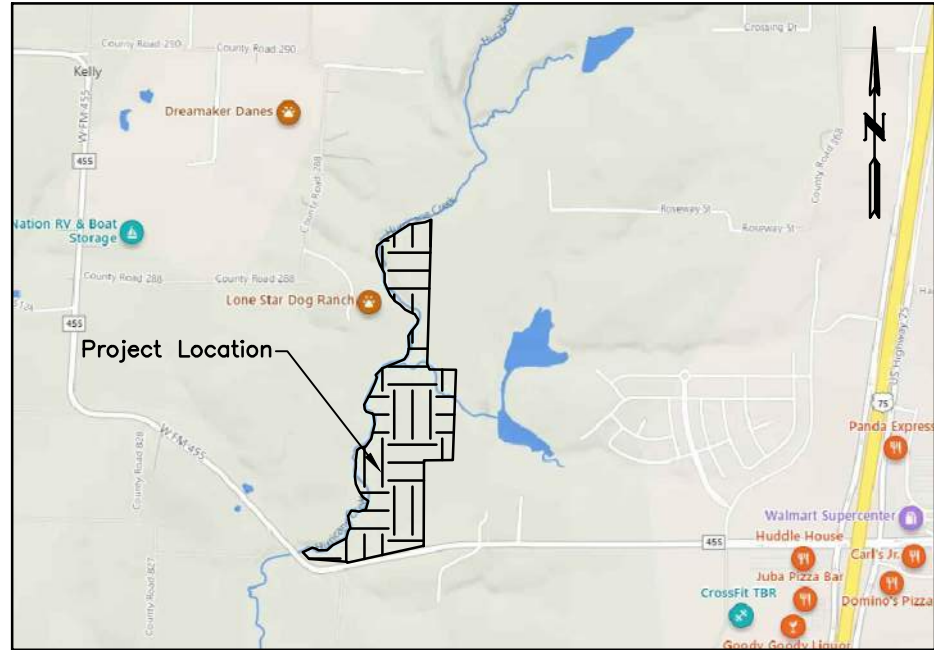
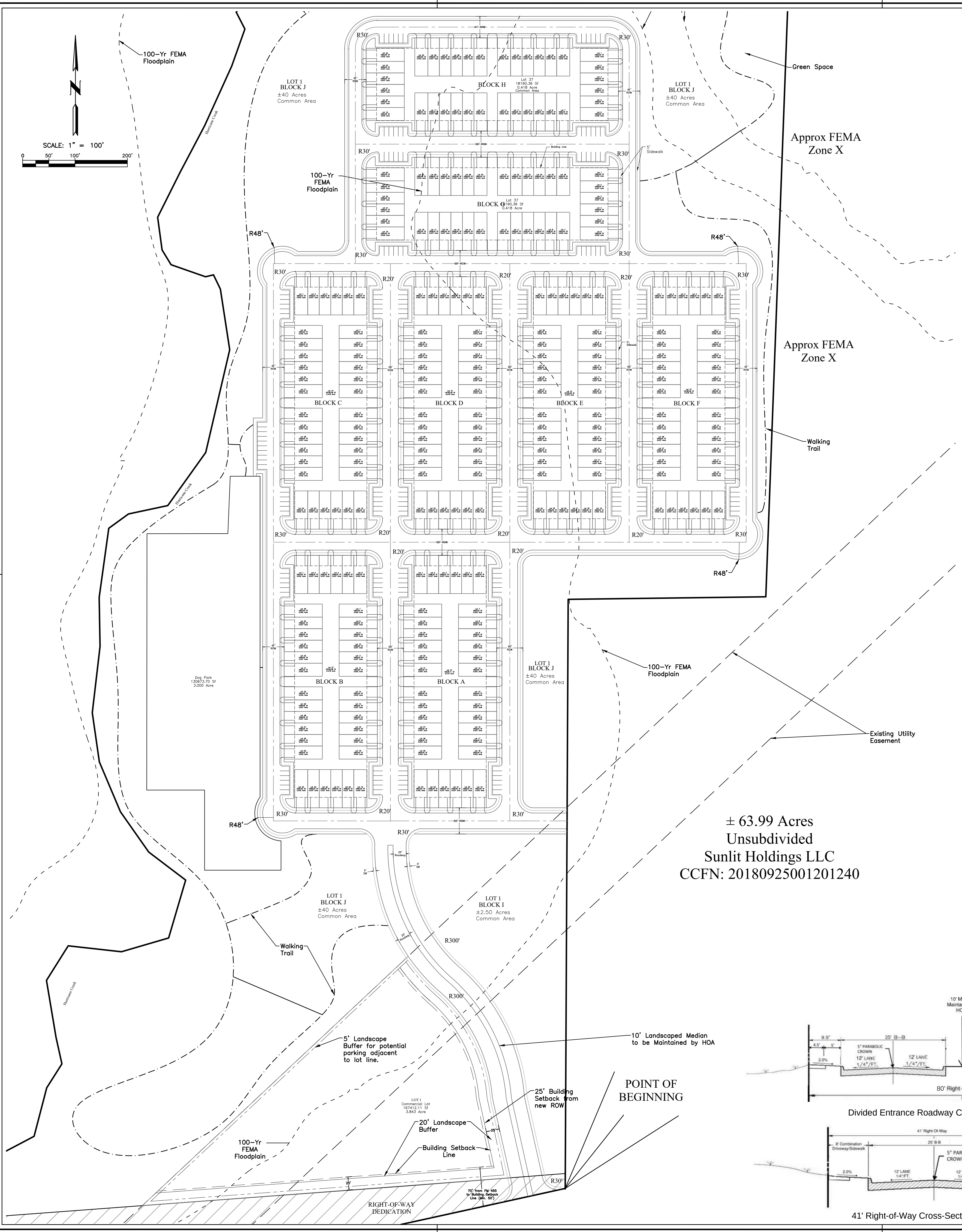
If the zoning amendment is recommended for approval, Concept Plan approval shall be subject to City Council approval of the annexation and zoning request.

ATTACHMENTS:

1. The Parks at Hurricane Creek Concept Plan Locator Map
2. Exhibit A (CP) Parks at HC
3. Application - The Parks at Hurricane Creek

Concept Plan - The Parks at Hurricane Creek

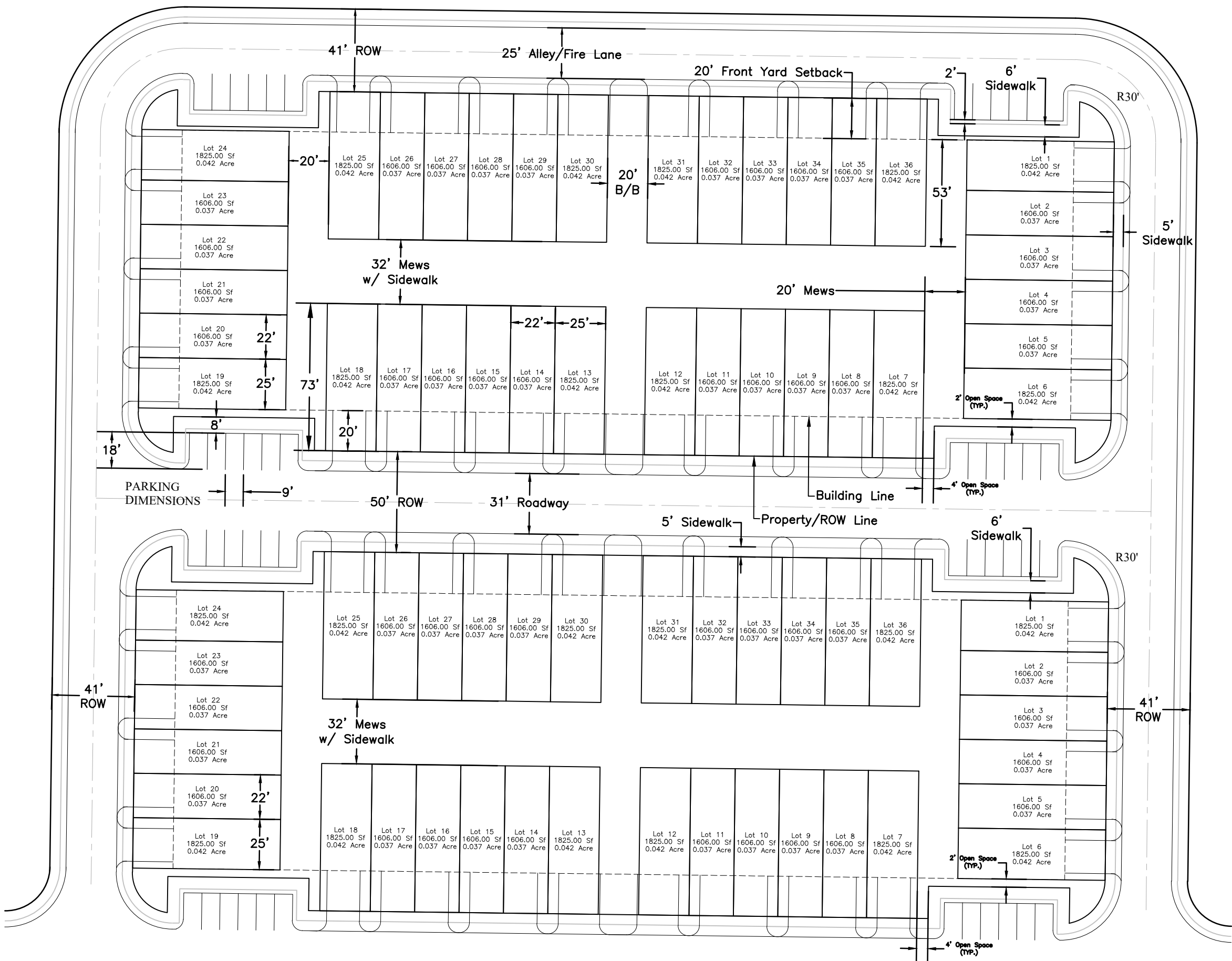




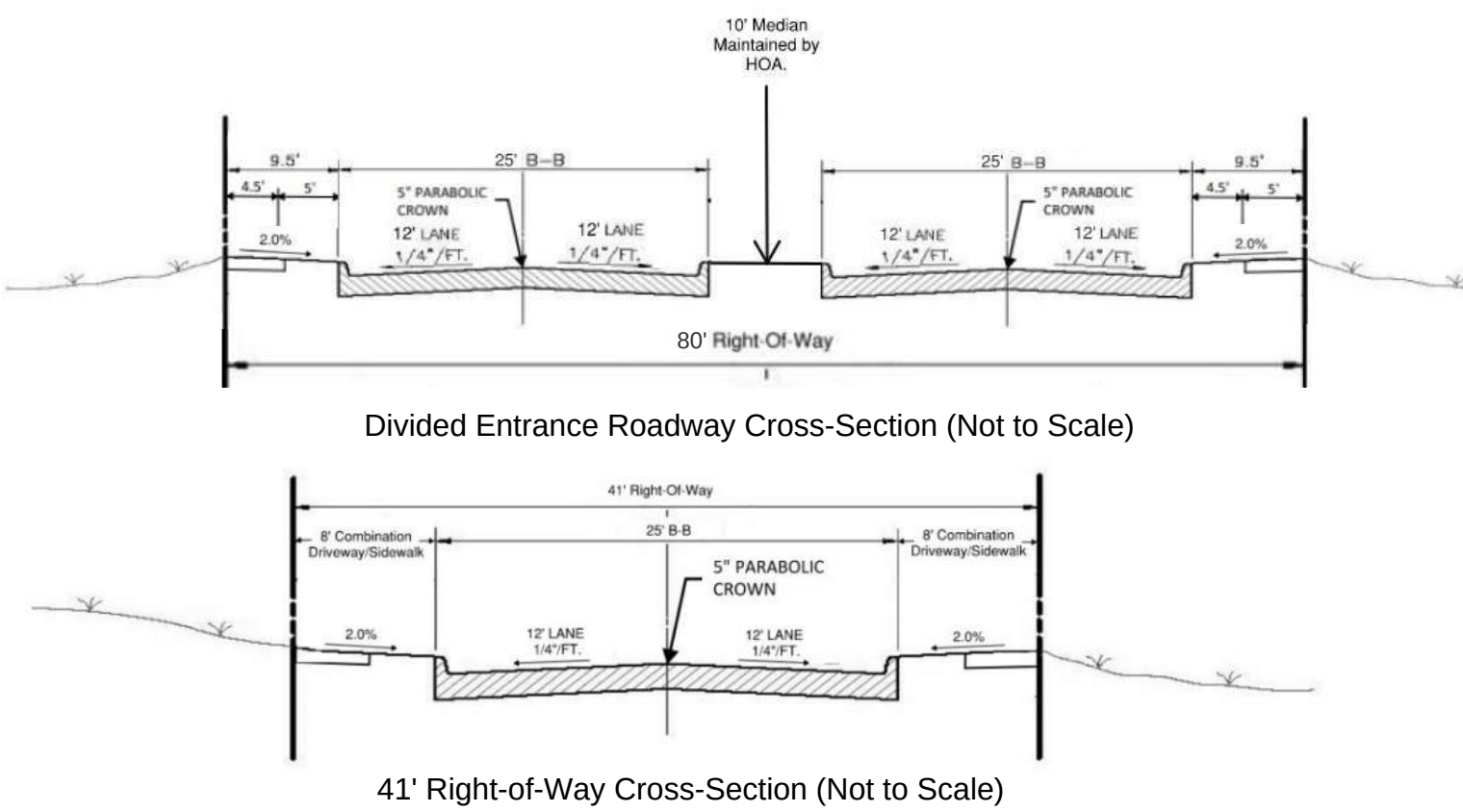
VICINITY MAP
(Not to Scale)

- GENERAL NOTES:
- All proposed lots designed to be two stories with a maximum height of 40 feet.
 - Proposed land use to be SF-TH.
 - All parking spots shown are dedicated to the City of Anna, included in the Plan Development is a note stating the prohibition of On-Street Parking.
 - Sidewalks adjacent to parking shall be a minimum width of 6 feet.
 - Driveway entrance and its radius of curvature to be designed per AASHTO's Geometric Standards for a 30 MPH street for curves and alignments.

Parking	
Parking Ratio	0.25
Required	72
Provided	192



TYPICAL SF-TH LOT DETAIL



- LEGEND
- Plat Limits
 - Lot Line
 - FEMA 100-Yr Floodplain Limit
 - Building Line
 - Easement Line - As Described
 - Walking Trail
 - 5' Sidewalk
 - ROW Dedication

EXHIBIT A 1 OF 2

Property Owner: Charles Covey
Owner Company: LandVest Development
Owner Address: 704 Central Pkwy E, STE 1220 Plano, TX 75074
Phone Number: 903-271-8907

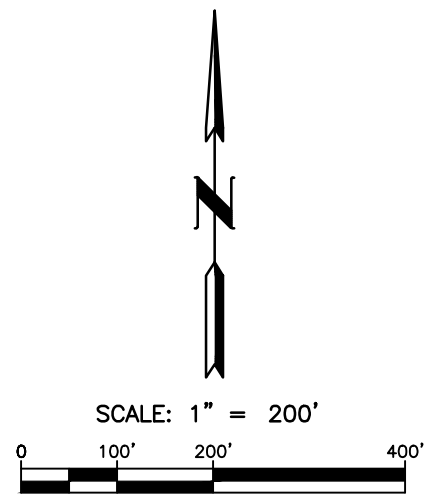
CONCEPT PLAN

for inspection purposes only and in no way official or approved for recording purposes

The Parks at Hurricane Creek
288 SF-TH Lots, One C-1 Lot,
and Ten Common Area Lots.
John M. Kincaid Survey, Abstract 509 & 510
Total ± 77.96 Acres August 15, 2022

Engineering and Surveying

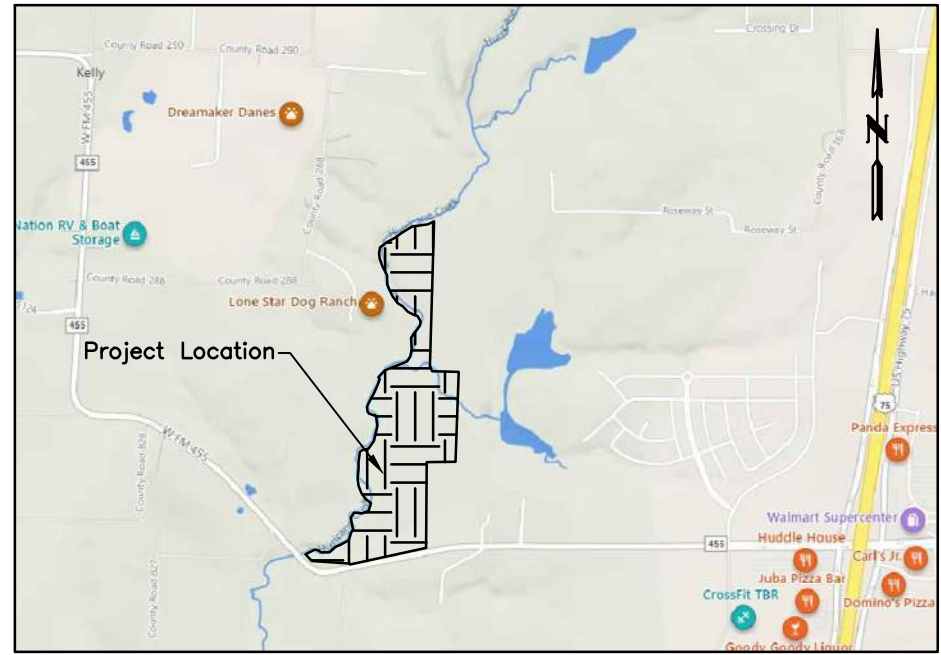
CENTERLINE ENGINEERING & CONSULTING, LLC
704 Central Pkwy E, STE 1220 Plano, TX 75074
(469) 450-4162
TIFB Reg. No. F-16713
TIFB Reg. No. 1018478



Unsubdivided
KCKM Properties LLC
359310

± 262.04 Acres
Unsubdivided
CADG Hurricane Creek LLC
CCFN: 20150529000631020

± 63.99 Acres
Unsubdivided
Sunlit Holdings LLC
CCFN: 20180925001201240



VICINITY MAP
(Not to Scale)

- GENERAL NOTES:
1. All proposed lots designed to be two stories with a maximum height of 40 feet.
 2. Proposed land use to be 'SF-TH'.
 3. All parking spots shown are dedicated to the City of Anna, included in the Plan Development is a note stating the prohibition of On-Street Parking.
 4. Sidewalks adjacent to parking shall be minimum width of 6 feet.
 5. Driveway entrance and its radius of curvature to be designed per AASHTO's Geometric Standards for a 30 MPH street for curves and alignments.

Neighborhood Entry and Interior Features Point System- 35 points total

		Suggested Points	Notes/Comments
20 points	T-Intersection Options		
	Additional green space	1/2 lot= 2 points 1 full lot= 4 points	
	Amenity Center (min 3,000 sq. ft)**		3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both
		5 points Max	
	Round-a-bout with landscaping that matches the entry	2 points	
	Water feature (Lit at night with a min of 15' wide and 8' tall)	3 points	
	Gazebo	1 point	
	Boulevard with enhanced landscaping with seasonal color	1 point	Maintained by HOA
	Sculpture or other artistry (lit at night)	up to 2 points	
	Additional Main Entry Options		
	Water Feature	1 point	
	Significant floral focal point	2 points	Maintained by HOA
	Any structure integrated as identification that exceeds 15'	3 points	
	Modern art or sculptures	1 point	Minimum height of 8 feet
	Landscaping in median for the divided entry	2 points	Maintained by HOA
	For every 5' increase past the 15' landscape buffer	1 point	5 point Max
	Increased amount of large trees for curvilinear sidewalks	2 points	
Additional landscaping above and beyond the requirements	2 points	Must be annual and increased quality	
*Additional upgrades per the discretion of the Planning Director			

		Suggested Points	Notes/Comments
15 points		Secondary Entrance	
	Divided secondary entry	1 point	
	Roundabout at the secondary entrance	1 point	
	Addition and Maintenance of seasonal landscaping (HOA)	1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Extended entry length (greater than 1/2 lot length)	1 point	Minimum of 1/2 lot length. No additional points for additional length.
	Additional landscaping throughout the length of the extended drive	1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Open space at the terminus	1/2 lot= 1 point 1 full lot= 2 points	2 point Max
		Interior Upgrades	
	Internal Parking Spaces	2 points	For 5 additional parking spots at major, neighborhood focal points
	Upgraded pools and amenity centers	2 points	Per the discretion of the Planning & Development Director
	Splash Pad-Min of 3 fixtures per 1,000 sq. ft	3 points	1 point for every additional 1,000 sq. ft & 3 fixtures Maintained by HOA
	Dog Park- Min of 3 acres	8 points	1 point for every additional acre (5 acres max) Maintained by HOA
	Walking trail	2 points	Min of 8 ft wide, 1 bench, & one trash can per 1,000 feet Trash to be maintained by HOA
	Additional bench & trash can in common areas	1 point	To be maintained by HOA
	Amenity Center (min 3,000 sq. ft)**	5 points Max	3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both

LEGEND

- Plat Limits
- Lot Line
- - - - FEMA 100-Yr Floodplain Limit
- - - - Building Line
- - - - Easement Line - As Described
- - - - Walking Trail
- - - - 5' Sidewalk
- /// ROW Dedication

EXHIBIT A
2 OF 2

Property Owner: Charles Covey
Owner Company: LandVest Development
Owner Address: 704 Central Pkwy E, STE 1220 Plano, TX 75074
Phone Number: 903-271-8907

CONCEPT PLAN

for inspection purposes only and in no way official or approved for recording purposes

The Parks at Hurricane Creek
288 SF-TH Lots, One C-1 Lot,
and Ten Common Area Lot.
John M. Kincaid Survey, Abstract 509 & 510
Total ± 77.96 Acres August 15, 2022

Engineering and Surveying

CENTERLINE
ENGINEERING &
CONSULTING, L.L.C.
704 Central Pkwy E, STE 1220 Plano, TX 75074
(940) 450-4162
TIFB Reg. No. F-16713
TIFB Reg. No. 10184378

Application for Zoning Change



Project Type

- ☐ Change of zoning classification (*initial/straight re-zoning*) to: _____
- ☒ Planned Development using base zoning classification: SF-TH
- ☐ Specific Use Permit for: _____

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by Council or Staff without refund of fees. Fees required for this application established by the City of Anna must be submitted simultaneously with this application for acceptance.

Existing Zoning

- | | | | |
|--------------------------------|--|-------------------------------|---|
| ☐ AG | Agricultural District | ☐ C-1 | Restricted Commercial |
| ☐ SF-E | Single-Family Residential - Large Lot | ☐ C-2 | General Commercial |
| ☐ SF-1 | Single-Family Residential | ☐ NC | Neighborhood Convenience District |
| ☐ SF-84 | Single-Family Residential District - 84 | ☐ CBRD | Central Business Redevelopment District |
| ☐ SF-72 | Single-Family Residential District - 72 | ☐ C-3 | Planned Center District |
| ☐ SF-60 | Single-Family Residential District - 60 | ☐ O-1 | Office District |
| ☐ SF-Z | Single-Family Residential District - Zero Lot Line Homes | ☐ I-1 | Light Industrial District |
| ☐ SF-TH | Single-Family Residential District - Townhomes | ☐ I-2 | Heavy Industrial District |
| ☐ MH-1 | Manufactured Home District | ☐ PD | Planned Development District |
| ☐ MH-2 | Manufactured Home Park District | | |
| ☐ TF | Two-Family Residential | ☐ THOR | Thoroughfare Overlay District |
| ☐ MF-1 | Multiple-Family Residential - Low Density | ☐ F-B | Food and Beverage Overlay District |
| ☐ MF-2 | Multiple-Family Residential - High Density | | |
- Property is currently in ETJ, not yet zoned.

Fees

Zoning	\$300, plus \$10 per acre
Planned Development	\$500, plus \$30 per acre
Specific Use	\$300 plus \$10 per acre (Mobile Homes \$300)

Reason for Zoning Change

Initial zoning and annexation of property for a proposal of new Single-Family Residences attached on 77.96 acres
located on the north side of W. White Street (FM 455), 3900 feet west of S Stanbridge Blvd.

Plans & Plats Development Application



Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☒ Concept Plan |

**Prior approval required*

Submittal Type

- ☒ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

78 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 3900, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: The Parks at Hurricane Creek Total Number of Acres: 77.96
Zoning Classification(s): SF-TH Total Number of Lots: 300
Location: North side of W. White Street (FM 455) and west of S Standridge Blvd (Currently ETJ).

Property Owner Information & Authorization

Name/Company: Charles Covey - LandVest Development
Address: 704 Central Pkwy E, STE 1220
City: Plano State: TX Zip Code: 75074
Phone: 469-562-8929 Email: charles@landvestdev.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☒ I hereby designate Kaleb Gilbert (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

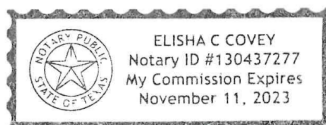
Property Owner's Signature:  Date: 7/5/2022

STATE OF: Texas

COUNTY OF: Collin

BEFORE ME, a Notary Public, on this day personally appeared Charles Covey (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 5th day of July, 2022





NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: Kaleb J. Gilbert, P.E.

Company: Centerline Engineering & Consulting LLC

Address: 704 Central Pkwy E, STE 1220

City: Plano State: TX Zip Code: 75074

Phone: 469.850.4162 Email: kgilbert@centerlineengineering.net

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov



Item No. 21.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on a request for a Specific Use Permit (SUP) for a metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368. Applicant: MM Anna 325 LLC.

SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for a gas metering station. The Zoning Ordinance defines gas metering station as a facility at which natural gas flows are regulated and recorded.

The subject property is undeveloped and zoned Planned Development (Ord. No. 932-2021). The property will be a common area lot of the Villages of Hurricane Creek – North Subdivision. There is an existing 50-foot utility easement and gas line which this would be connecting to.

A site plan for the gas metering station, Villages of Hurricane Creek, North, Block N, Lot 1X, accompanies this request.

Surrounding Land Use and Zoning

North	Urban Crossing Subdivision zoned SF-E
East	Undeveloped remainder of common area lot. Villages of Hurricane Creek – North, Phase 1 zoned Planned Development (Ord. No. 932-2021)
South	Undeveloped land. Villages of Hurricane Creek – North, Phase 2 zoned Planned Development (Ord. No. 932-2021)
West	Under construction, single-family dwellings, detached. Villages of Hurricane Creek – North, Phase 1 zoned Planned Development (Ord. No. 932-2021)

Specific Use Permit

The Zoning Ordinance designates certain uses as requiring a SUP to allow the Planning

& Zoning Commission and City Council to review requests on a case-by-case basis as to its probable effect on the adjacent property and the community welfare. The request may be approved or denied as the findings indicate appropriate with regard to the health, safety and welfare of the general public.

The planning and zoning commission may recommend to the city council that certain safeguards and conditions concerning setbacks, ingress and egress, off-street parking and loading arrangement, location or construction of buildings and uses and operation be required.

The Zoning Ordinance and Planned Development allows gas metering station within residential zoning districts with approval of a SUP.

SUMMARY:

Request for a Specific Use Permit to allow for a gas metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

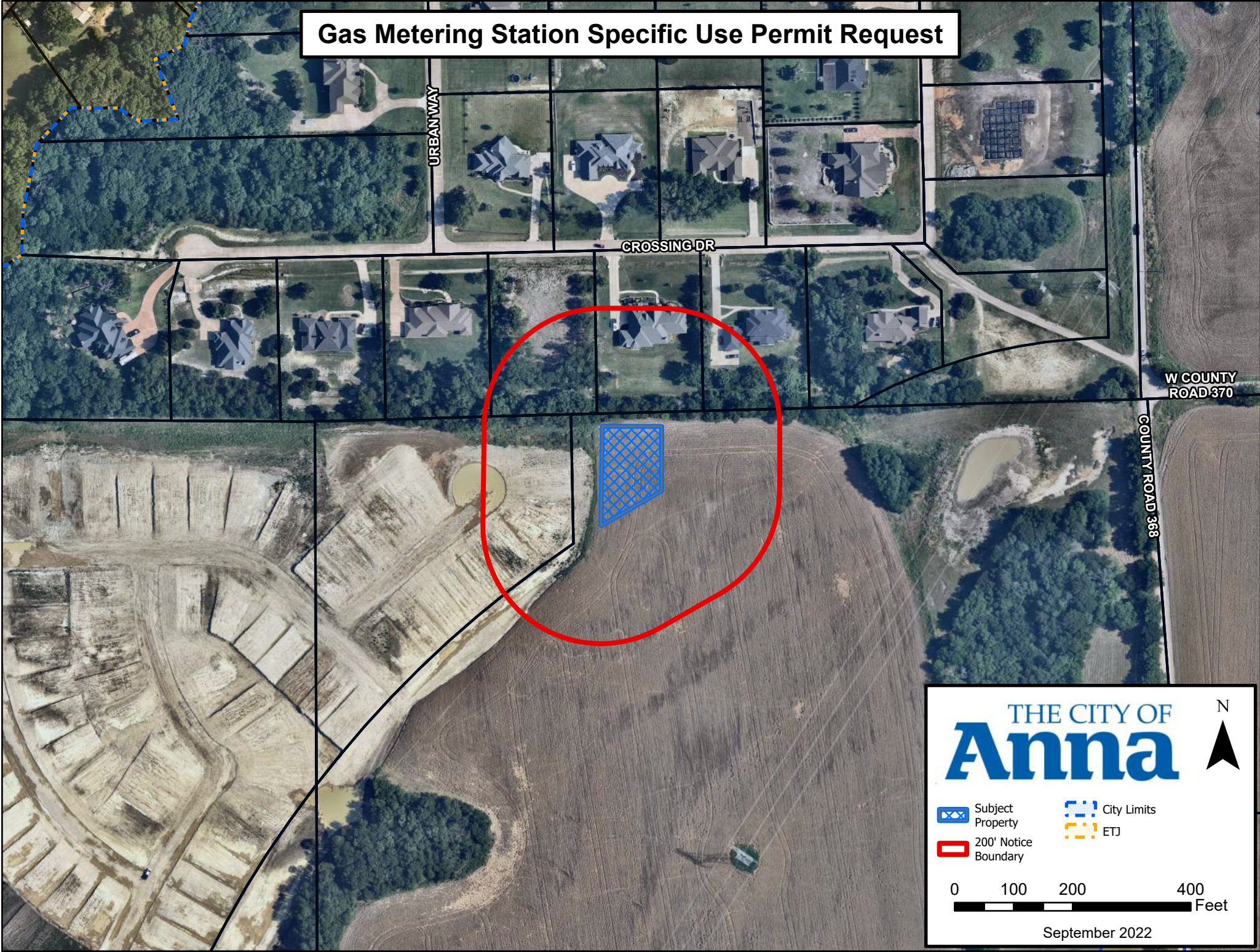
STAFF RECOMMENDATIONS:

The requested use is appropriate as the property is limited with the presence of the existing gas line and easement and future alignment of W Rosamond Parkway.

ATTACHMENTS:

1. Gas Metering Station SUP Request Locator Map
2. Exhibit A (SP) Villages of Hurricane Creek - North Gas Metering Station
3. Application

Gas Metering Station Specific Use Permit Request



THE CITY OF
Anna

-  Subject Property
-  200' Notice Boundary
-  City Limits
-  ETJ

0 100 200 400 Feet

September 2022

Application for Zoning Change



Project Type

- ☐ Change of zoning classification (*initial/straight re-zoning*) to: _____
- ☐ Planned Development using base zoning classification: _____
- ☒ Specific Use Permit for: Gas Metering Station

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by Council or Staff without refund of fees. Fees required for this application established by the City of Anna must be submitted simultaneously with this application for acceptance.

Existing Zoning

- | | | | |
|--------------------------------|--|--|---|
| ☐ AG | Agricultural District | ☐ C-1 | Restricted Commercial |
| ☐ SF-E | Single-Family Residential - Large Lot | ☐ C-2 | General Commercial |
| ☐ SF-1 | Single-Family Residential | ☐ NC | Neighborhood Convenience District |
| ☐ SF-84 | Single-Family Residential District - 84 | ☐ CBRD | Central Business Redevelopment District |
| ☐ SF-72 | Single-Family Residential District - 72 | ☐ C-3 | Planned Center District |
| ☐ SF-60 | Single-Family Residential District - 60 | ☐ O-1 | Office District |
| ☐ SF-Z | Single-Family Residential District - Zero Lot Line Homes | ☐ I-1 | Light Industrial District |
| ☐ SF-TH | Single-Family Residential District - Townhomes | ☐ I-2 | Heavy Industrial District |
| ☐ MH-1 | Manufactured Home District | ☒ PD | Planned Development District |
| ☐ MH-2 | Manufactured Home Park District | | <u>PD-R</u> |
| ☐ TF | Two-Family Residential | ☐ THOR | Thoroughfare Overlay District |
| ☐ MF-1 | Multiple-Family Residential - Low Density | ☐ F-B | Food and Beverage Overlay District |
| ☐ MF-2 | Multiple-Family Residential - High Density | | |

Fees

See the [Fee Schedule](#) on our website.

Reason for Zoning Change

SUP - Proposed Gas Metering Station

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

30 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 3,000.00, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: ABS A0296 John Ellett Survey Total Number of Acres: 30
Zoning Classification(s): PD-R Total Number of Lots: 1
Location: 10847 County Road 368, Anna, TX 75409

Property Owner Information & Authorization

Name/Company: MM Anna 325 LLC
Address: 1800 Valley View Lane Suite 300
City: Dallas State: TX Zip Code: 75234-89845
Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate John Tedesco (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

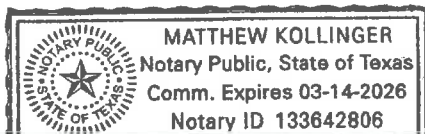
Property Owner's Signature: [Signature] Date: _____

STATE OF: TEXAS

COUNTY OF: DALLAS

BEFORE ME, a Notary Public, on this day personally appeared Mehrdad Mowafi (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 18 day of August, 20 22



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: John Tedesco, P.E.

Company: Kimley-Horn & Associates

Address: 260 East Davis Street, Suite 100

City: McKinney State: TX Zip Code: 75069

Phone: 469-301-2597 Email: john.tedesco@kimley-horn.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov



Item No. 22.

Planning and Zoning Commission Agenda
Planning Staff Report

Meeting Date: 10/3/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on the Villages of Hurricane Creek, North, Block N, Lot 1X, Site Plan. Applicant: MM Anna 325 LLC.

SUMMARY:

Metering station on one lot on 0.6± acre located at the north side of future Rosamond Parkway, 995± feet west of County Road 368. Zoned: Planned Development (Ord. No. 932-2021).

The purpose of the Site Plan is to show the proposed metering station site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Gas Metering Station Site Plan Locator Map
2. Exhibit A (SP) Villages of Hurricane Creek - North Gas Metering Station
3. Application

Site Plan - Atmos Energy Gas Metering Station

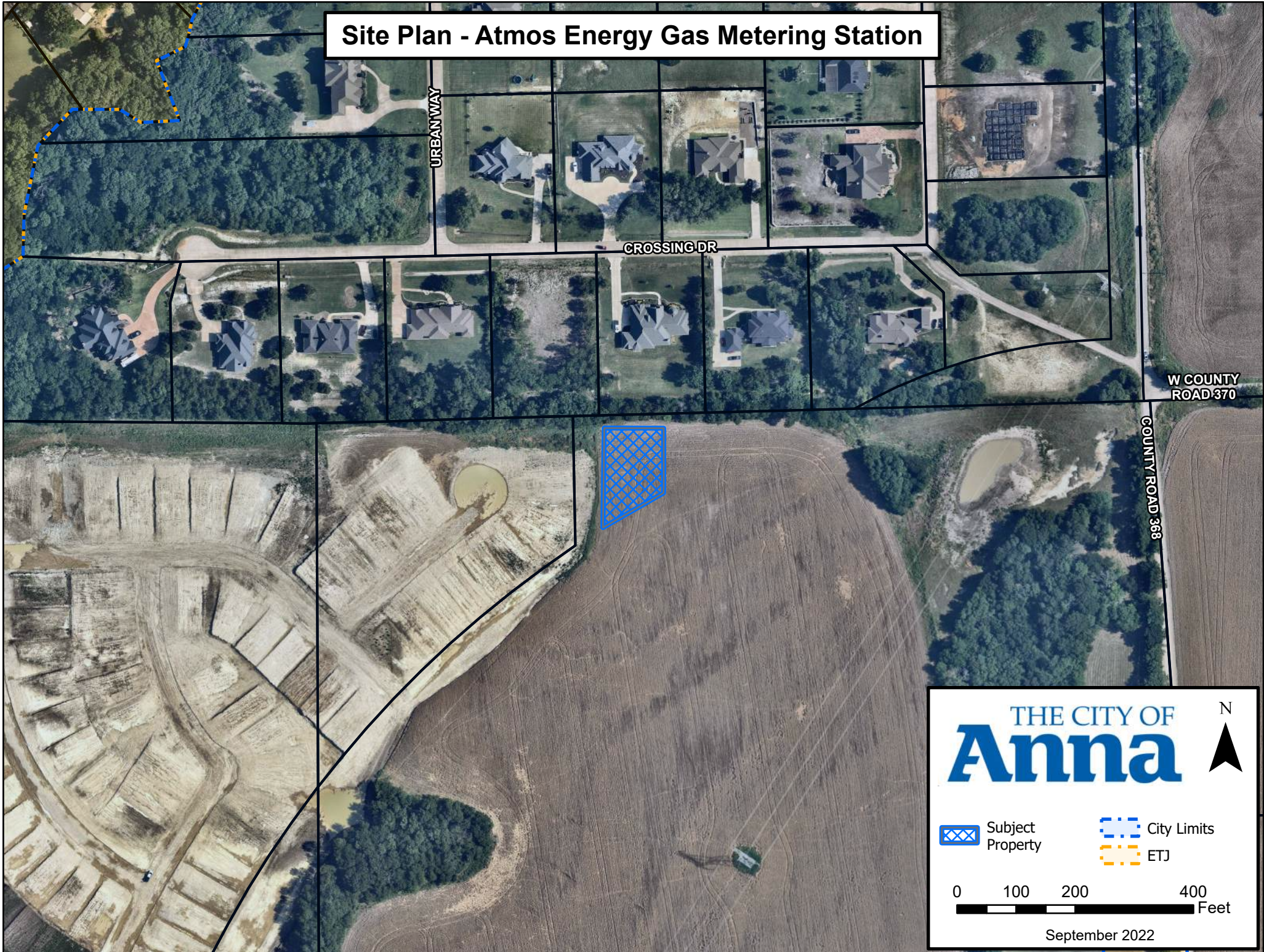
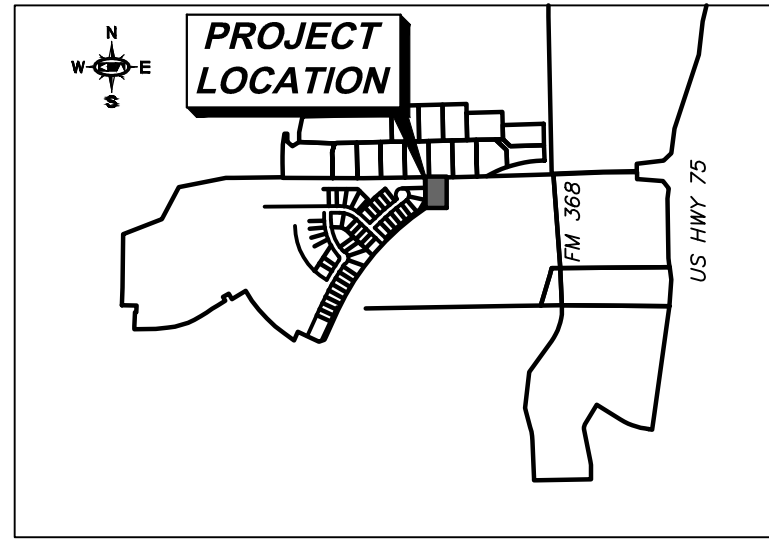
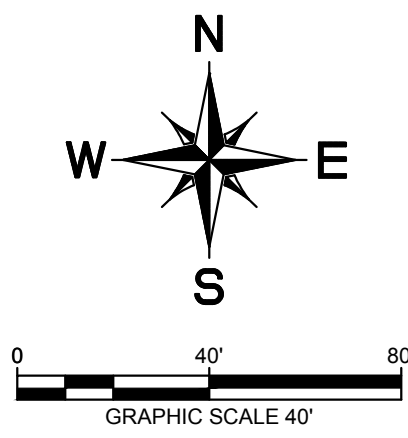


EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

	PROPOSED ACCESS DRIVE
	PROPOSED CONTOUR - MAJOR
	PROPOSED CONTOUR - MINOR
	EXISTING CONTOUR - MAJOR
	EXISTING CONTOUR - MINOR
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
	NUMBER OF PARKING SPACES
	WATER METER (AND VAULT)
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	CURB INLET
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
	GAS METERING APPURTENANCES
	TYPICAL
	SANITARY SEWER EASEMENT
	WATER EASEMENT
	DRAINAGE EASEMENT
	BARRIER FREE RAMP
	SIDEWALK
	BUILDING LINE/SETBACK
	CURB INLET
	GRATE INLET
	WYE INLET
	JUNCTION BOX
	MANHOLE
	EXISTING
	PROPOSED

SITE DATA SUMMARY TABLE

ZONING/PROPOSED USE	PD-R / ORD. NO. 932-2021 / GAS METERING STATION
EASEMENT AREA/ SQ. FT. AND AC	25,401 SQ.FT/ 0.581 AC
BUILDING AREA (gross square footage)	N/A
BUILDING HEIGHT (number of stories)	N/A
LOT COVERAGE	N/A
FLOOR AREA RATIO (for non-residential zoning)	N/A
TOTAL PARKING REQUIRED WAREHOUSE: (1 SPACE/1,000 GSF)	N/A
TOTAL PARKING PROVIDED	N/A
TOTAL HANDICAP REQUIRED*	N/A
TOTAL HANDICAP PROVIDED*	N/A

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

NOTES

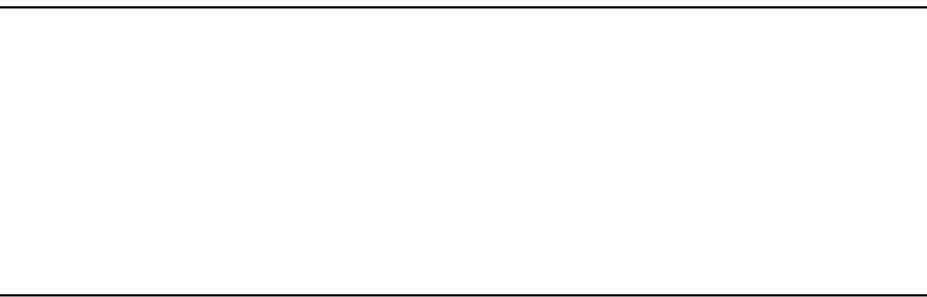
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH ANNA REQUIREMENTS.
- LINEWORK PROVIDED TO KIMLEY-HORN BY ATMOS FOR EXHIBIT PURPOSES ONLY.

FLOOD STATEMENT

FLOOD STATEMENT: According to flood map 48085C0155J, effective June 2, 2009 of the Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone X.

TREE NOTE

PROTECTED TREES DO NOT EXIST WITHIN THE DISTURBED AREA OF THIS SITE.



SITE PLAN
BEING A PORTION OF TRACT 4
VILLAGES OF HURRICANE
CREEK NORTH
BEING 0.581 ACRES OUT OF THE
JOHN ELLETT SURVEY
ABSTRACT NO. A0296
CITY OF ANNA, COLLIN COUNTY, TEXAS
PREPARED SEPTEMBER 7th, 2022

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET
SUITE 100
MCKINNEY, TEXAS 75069
TEL. NO. (469) 301-2597
CONTACT: JOHN TEDESCO

OWNER:
MM ANNA 325 LLC
1800 VALLEY VIEW LN SUITE 300
DALLAS, TEXAS 75234

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2597 FAX: 972-239-9820
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT	DATE	SEPTEMBER 2022
	SCALE	AS SHOWN
	DESIGNED BY	
	DRAWN BY	
	CHECKED BY	

VILLAGES OF
HURRICANE CREEK

THE CITY OF
Anna

SITE PLAN

SHEET NUMBER
SP-01

Drawn: J. TeDESCO
Checked: J. TeDESCO
Date: 9/14/2022
Last Saved: 9/14/2022 1:59 PM
Drawn Path: K:\ANNA\DRAWING\PROJECT\ANNA SUP\CAD\PLANS\KHS\SP-01.dwg
User: J. TeDESCO

This document, together with the corresponding design, is intended solely for the specific purpose and project for which it was prepared. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. The user assumes all liability for any and all consequences of any use of this document for any purpose other than that for which it was prepared.

Application for Zoning Change



Project Type

- ☐ Change of zoning classification (*initial/straight re-zoning*) to: _____
- ☐ Planned Development using base zoning classification: _____
- ☒ Specific Use Permit for: Gas Metering Station

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by Council or Staff without refund of fees. Fees required for this application established by the City of Anna must be submitted simultaneously with this application for acceptance.

Existing Zoning

- | | | | |
|--------------------------------|--|--|---|
| ☐ AG | Agricultural District | ☐ C-1 | Restricted Commercial |
| ☐ SF-E | Single-Family Residential - Large Lot | ☐ C-2 | General Commercial |
| ☐ SF-1 | Single-Family Residential | ☐ NC | Neighborhood Convenience District |
| ☐ SF-84 | Single-Family Residential District - 84 | ☐ CBRD | Central Business Redevelopment District |
| ☐ SF-72 | Single-Family Residential District - 72 | ☐ C-3 | Planned Center District |
| ☐ SF-60 | Single-Family Residential District - 60 | ☐ O-1 | Office District |
| ☐ SF-Z | Single-Family Residential District - Zero Lot Line Homes | ☐ I-1 | Light Industrial District |
| ☐ SF-TH | Single-Family Residential District - Townhomes | ☐ I-2 | Heavy Industrial District |
| ☐ MH-1 | Manufactured Home District | ☒ PD | Planned Development District |
| ☐ MH-2 | Manufactured Home Park District | | <u>PD-R</u> |
| ☐ TF | Two-Family Residential | ☐ THOR | Thoroughfare Overlay District |
| ☐ MF-1 | Multiple-Family Residential - Low Density | ☐ F-B | Food and Beverage Overlay District |
| ☐ MF-2 | Multiple-Family Residential - High Density | | |

Fees

See the [Fee Schedule](#) on our website.

Reason for Zoning Change

SUP - Proposed Gas Metering Station

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Plans & Plats Development Application



Submittal

- | | |
|--|---|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☒ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary and Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |

**Prior approval required*

Submittal Type

- ☐ Pre-Submittal: all required documents are present excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Anna.
- ☒ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

30 acre(s)

Fees

Please see the Fee Schedule, available on the [city website](#).

The application fee of \$ 3,000.00, to be paid to the City of Anna at least 1 week prior to planning commission meeting.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Owner Authorization and Representative Designation



Property Description

Subdivision: ABS A0296 John Ellett Survey Total Number of Acres: 30
Zoning Classification(s): PD-R Total Number of Lots: 1
Location: 10847 County Road 368, Anna, TX 75409

Property Owner Information & Authorization

Name/Company: MM Anna 325 LLC
Address: 1800 Valley View Lane Suite 300
City: Dallas State: TX Zip Code: 75234-89845
Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate John Tedesco (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

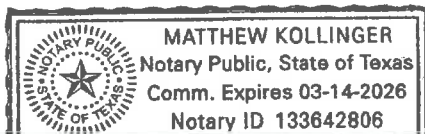
Property Owner's Signature: [Signature] Date: _____

STATE OF: TEXAS

COUNTY OF: DALLAS

BEFORE ME, a Notary Public, on this day personally appeared Mehrdad Mowjidi (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 18 day of August, 20 22



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: John Tedesco, P.E.

Company: Kimley-Horn & Associates

Address: 260 East Davis Street, Suite 100

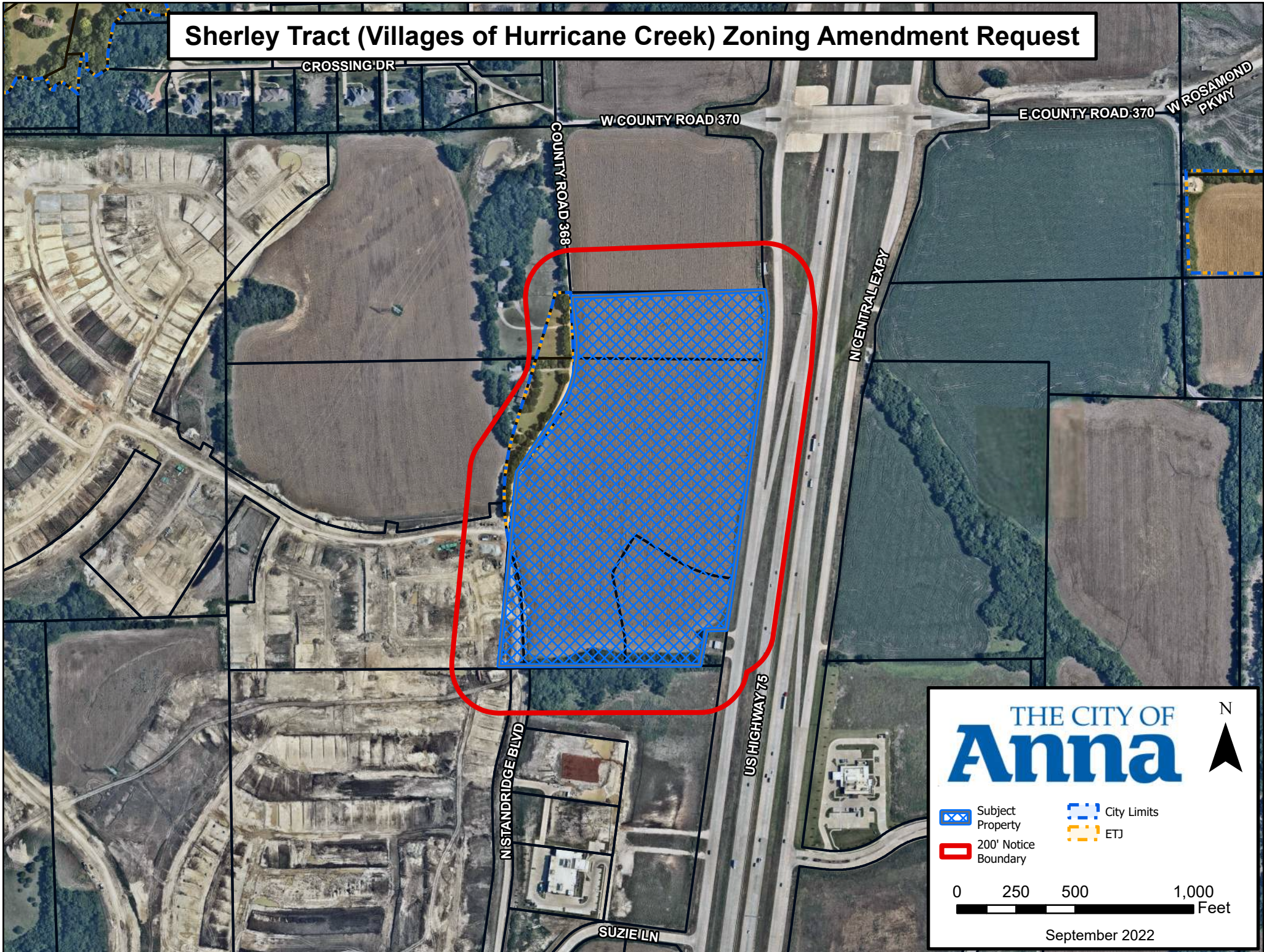
City: McKinney State: TX Zip Code: 75069

Phone: 469-301-2597 Email: john.tedesco@kimley-horn.com

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Sherley Tract (Villages of Hurricane Creek) Zoning Amendment Request



THE CITY OF
Anna

N



Subject
Property



City Limits



200' Notice
Boundary



ETJ

0 250 500 1,000
Feet

September 2022

RE: Hurricane Creek North

**City of Anna, Texas
102 W 7th Street
P.P Box 776
Anna, TX 75409**

Dear Anna Planning and Zoning Commission and City Council,

We very much appreciate your willingness to hear our request. This change does not affect standards, product, obligations, or financial items. This request gives the opportunity for a Multifamily developer to begin construction on the entire site rather than just a portion right away.

At the time of the original zoning and development agreement CA and the City agreed on a specific time frame for development. The increase in development and families moving to Anna has been extraordinary. Hurricane Creek Phase 1 is almost sold out in less than two years at a price point 30% higher than predicted. Because of this influx of developers and people, certain developers have gotten interested in the Multifamily site.

The original zoning and development agreement allowed 275 units upfront and the remaining 175 to be developed once 5,000 square feet of retail has started. A MF developer will not commit to the deal for the MF tract with a third-party obligation to build retail. It also had obligations that 5,000 square feet will need to begin before the 301st SF building permit. If more Multifamily and homes get built the faster commercial will be built. This request will benefit commercial development.

Our ask consists of keeping the obligation to build the 5,000 square feet of retail but allow the multifamily to move forward with constructing the entirety of the units. The city shall continue to have the protection the 5,000 square feet will be built because of the single-family building permit provision but the multifamily product can begin the process.

Below is the new language. All other items are staying the same in the zoning and agreement.

The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant (respectively, "Restaurant") to be located on the In-City Property and shall commence construction of the Restaurant before the earlier of the following occurrences: (1) the expiration of five (5) years of the Effective Date; or (2) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of airconditioned space. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional

non-residential space to be located on the In-City Property within six (6) years of the Effective Date. This is in addition to the 5,000 square foot Restaurant referenced above.

The Water Feature must be constructed prior to or simultaneously with the Multifamily Structure. The Water Feature shall be a minimum of 20,000 square feet in size.

Greatly appreciate your duty and time with this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trevor Kollinger', with a stylized flourish at the end.

Trevor Kollinger
MM Anna 325, LLC



06/12/2020 03:36:05 PM RL 1/112

CITY OF ANNA, TEXAS

RESOLUTION NO. 2020-06-733

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING SHERLEY TRACT
SUBDIVISION IMPROVEMENT AGREEMENT**

WHEREAS, the City of Anna, Texas (the "City") and BFB ANA 40 Acres, LLC, a Texas limited liability company and MM Anna 325, LLC, a Texas limited liability company desire to enter into a Subdivision Improvement Agreement (the "Agreement") to provide for the creation of a Public Improvement District under Chapter 372 of the Texas Local Government Code and to establish a Tax Increment Reinvestment Zone under Chapter 311 of the Texas Tax Code and to address the financing and construction of certain public improvements in connection with the construction of the Sherley Tract that shall include 322.839 total acres of land containing both residential and commercial development; and,

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that approval of the Agreement will benefit the City and is in the best interests of the citizens of Anna;

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

Section 1. Recitals Incorporated.

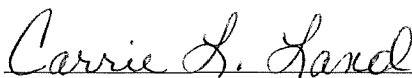
The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Approval of Agreement.

The City Council hereby approves the Sherley Tract Subdivision Improvement Agreement attached hereto as Exhibit 1, and authorizes, ratifies and approves the Mayor's execution of same. The Mayor and/or City Manager are hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce this Agreement.

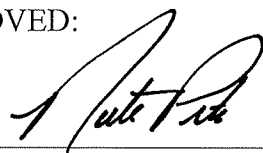
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 9th day of June 2020.

ATTEST:


Carrie L. Land, City Secretary



APPROVED:


Nate Pike, Mayor

SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

This Sherley Tract Subdivision Improvement Agreement (this "Agreement") is entered into between the CITY OF ANNA, TEXAS, (the "City"), BFB ANA 40 Acres, LLC, a Texas limited liability company (the "In-City Property Owner"), and MM Anna 325, LLC, a Texas limited liability company ("Developer"), to be effective on June 9, 2020 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, certain terms used in these recitals are defined in Article II; and

WHEREAS, the In-City Property Owner, the Developer, and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, the Developer owns approximately 290.877 acres of real property located within the extraterritorial jurisdiction (the "ETJ") of the City (the "PID Property"), and the In-City Property Owner owns approximately 31.962 acres of real property located within the city limits of the City (the "In-City Property" and together with the PID Property, the "Property"), and which Property is described by metes and bounds and depicted on Exhibit A-1; and

WHEREAS, the In-City Property shall be a commercial/retail/multifamily development and is described by metes and bounds and depicted on Exhibit A-2; and

WHEREAS, the PID Property shall be a residential development including single-family homes, townhouses, and senior independent living homes, and is described by metes and bounds and depicted on Exhibit A-3; and

WHEREAS, the PID Property is located within the ETJ of the City and not within the ETJ or corporate limit of any other municipality, and in Collin County, Texas (the "County"); and

WHEREAS, the Developer and the City desire to have the PID Property annexed into the City's corporate boundaries and provide the City with greater regulatory powers and controls over the development of the PID Property as set forth in this Agreement; and

WHEREAS, the Developer intends to file a voluntary petition for annexation of the PID Property at least 60 days before of the issuance of the first series of PID Bonds, and the City will act upon the annexation petition upon or promptly after the sale of the first PID Bonds; and

WHEREAS, this Agreement shall be effective upon passage of this Agreement and before the annexation of the PID Property into the City; and

WHEREAS, Developer desires and intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the PID Property ("Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit B; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers to create a PID to be coterminous with the PID Property in accordance with the PID Act, and to create one or more TIRZ for phases of residential development of the PID Property in accordance with the TIRZ Act; and

WHEREAS, the Developer plans to develop the Property as an urban multi-use master planned development upon the execution of this Agreement and subsequent issuance of PID Bonds by the City for the payment of certain costs for the construction and acquisition of certain public improvements to benefit the PID Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the PID Property as set forth in this Agreement; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate all such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, and contingent upon the issuance of PID Bonds for partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements are estimated to be \$32,000,000.00; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Authorized Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the state; development and expansion of commerce in the state; and elimination of employment or underemployment in the state; and

WHEREAS, the City recognizes that financing of the Authorized Improvements confers a special benefit to the PID Property within the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall exercise its powers under the PID Act, to provide financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the PID Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost(s) shown on **Exhibit B** and approved by the City's Director of Public Works or his designee and the costs associated with the administration

of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, up to \$32,000,000.00 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the City shall use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of \$32,000,000.00, in multiple series, to finance the Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the “PID Documents”); (b) the City shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the PID Property constituting all of the acreage in the PID at the time of the issuance of the first PID Bonds shall have executed a Landowner Agreement (as defined in Article II, herein); and (d) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under Texas Tax Code Chapter 311, as amended; and

WHEREAS, as soon as is practicable and prior to the first PID Bond issue, in consideration of the Developer’s agreements contained herein, the Parties shall use best efforts to have agreed to the final form of the following documents (collectively, the “TIRZ Documents”), which will enable the Developer to be reimbursed for a specified portion of TIRZ eligible reimbursement costs for the first phase of development of the PID Property: (a) a TIRZ Project and Finance plan; (b) a TIRZ Ordinance; and (c) an ordinance approving the final TIRZ Project and Finance plan required by the TIRZ Act; and

WHEREAS, prior to the authorization of the first Bond issue, the City Council intends to have approved a TIRZ Ordinance and to have created a TIRZ to be coterminous with the first phase of development within the PID Property; and

WHEREAS, the Parties intend for the City to create an additional TIRZ for each subsequent phase of development on the PID Property; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to exercise its powers under the TIRZ Act to create one or more TIRZ and intends to adopt, approve, and execute the TIRZ Documents for each TIRZ created on the PID Property to dedicate up to fifty percent (50%) of the City’s collected *ad valorem* tax increment based on the City’s *ad valorem* tax rate in effect on the date of the establishment of each TIRZ to off-set or pay a portion of any Assessments levied on the PID Property for the costs of Authorized Improvements for a period of up to thirty-one (31) years after each TIRZ is created or until the cumulative total amount of TIRZ Increment placed into the TIRZ Funds for each TIRZ not to exceed a total of \$14,751,553, whichever comes first, paid in accordance with each TIRZ Project and Finance Plan and the SAP; and

WHEREAS, all of the City's Administrative Expenses associated with each TIRZ will be paid in accordance with the TIRZ Act, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID, each TIRZ, the issuance of PID Bonds or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds), the Developer shall be responsible for advancing such funds, shall have a right to reimbursement for certain funds advanced from the proceeds of PID Bonds, Assessment revenues or TIRZ Increments, and the City will not be responsible for such reimbursement or the payment of such costs from any other sources of funds; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement; and

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit Developer's development of the Property; and

WHEREAS, it is the intent of the Parties that the Property will be developed substantially in compliance with an agreed upon concept plan (the "Concept Plan"), which is attached hereto as Exhibit C, and which may be revised as set forth in this Agreement and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as Exhibit D; and

WHEREAS, the Parties intend for the City to approve any revisions to the Concept Plan as a condition to the recording of a final plat in the Land Recordings of the Collin County Clerk's Office for the first (1st) phase of the Development; and

WHEREAS, immediately following annexation of the PID Property, the City intends to consider zoning the PID Property as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement notwithstanding any zoning of the PID Property in conflict with this Agreement; and

WHEREAS, as the PID Property is within the City's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

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

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and each TIRZ.

Amenity Center means the lot and improvements required under this Agreement to be constructed by the Developer and maintained by the HOA that shall include amenities including a clubhouse with fitness center with weight room and cardiovascular equipment, a kitchen, a meeting area, and restrooms; swimming pool; children’s pool; playground with seating; ornamental metal fencing; and landscape planting beds; all consistent with the Amenity Center Concept Plan and the minimum standards as set forth in **Exhibit C-1**.

Arterial “Rosamond Parkway” Roadway Improvements mean the Major Improvements to Arterial “Rosamond Parkway” as described and depicted in further detail in **Exhibit E-1** and in accordance with design/construction plans to be approved by the City.

Assessment means the assessment levied by the City Council pursuant to the Assessment Ordinance, to pay for a specific portion of the Budgeted Cost.

Assessment Ordinance means the ordinance approved by the City Council which levies assessments on the PID Property in accordance with the PID Act to pay for a specified portion of the costs of the Authorized Improvements set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the PID Property.

Assessment Roll means the Assessment Roll attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual updated to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway facilities needed to serve the PID Property and to be constructed by the Developer or by or on behalf of the City and to be owned and maintained by the City, including but not limited to certain off-site improvements, as identified in **Exhibit B**.

Authorized Improvement Costs means the actual costs of design, engineering, construction, and inspection of the Authorized Improvements.

Bond Ordinance means and refers to an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds.

Bond Security means Assessments levied against the PID Property by the City.

Budgeted Cost with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in **Exhibit B**.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

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

City PID Fee means a fee of \$3,400 per residential lot to be paid by the Developer to the City upon the closing of PID Bonds for each phase of the Development and which shall be calculated based on the number of residential lots in such phase of the Development in accordance with Section 3.3.

City Regulations mean City Code provisions, ordinances, design standards (including but not limited to the City's Neighborhood Design Standards and the Development Standards), uniform codes, policies, requirements, limitations, restrictions, and other regulations (including but not limited to all fees and land dedications applicable to the Development) duly adopted by the City and in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Regulations and the Development Standards, the Development Standards shall control.

Collector "E-W" Roadway Improvements mean the Major Improvements to Collector "E-W" as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector "N-S" Roadway Improvements mean the Major Improvements to Collector "N-S" as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector "Shady Brook Trail" Roadway Improvements mean the Major Improvements to Collector "Shady Brook Trail" as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector "Standridge Parkway" Roadway Improvements mean the Major Improvements to Collector "Standridge Parkway" as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Construction Cost means the costs actually paid for Public Infrastructure related to engineering, design, permitting, construction, inspection, testing, and off-site, third-party property/easement acquisitions; however, the cost of off-site, third-party property/easement acquisitions shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by a Licensed Appraiser selected by the City, and Eminent Domain Fees.

Developer means MM Anna 325, LLC, a Texas limited liability company, and its successors and assigns.

Development means the new development on the Property that is the subject of this Agreement.

Development Standards mean the design and development standards for the Development as set forth in Exhibit D.

Developer Cash Contribution means that portion of the Authorized Improvement Costs that the Developer is contributing to initially fund the Authorized Improvements.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any Developer, developer, tenant, user, or owner of a Fully Developed and Improved Lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Collin County.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit F that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Hurricane Creek Regional Trunk Sewer Improvements means a certain segment of a regional sanitary sewer trunk line to be constructed by the City under this Agreement as generally depicted in **Exhibit E-2**.

Improvement Account of the Project Fund means the construction fund account created under the Indenture used to pay for the construction or acquisition of the Authorized Improvements.

Indenture means an indenture under which PID Bonds are issued.

Landowner(s) means the Developer and additional owners of the PID Property.

Landowner Agreement means the agreement, as set forth in a document in the form of **Exhibit G** of an owner of the PID Property consenting to the form and terms of the PID Documents.

Major Improvements means the Authorized Improvements described and depicted on **Exhibits E-1, E-2, and E-3** which benefit all the PID Property within the PID.

Maximum TIRZ Contribution means an amount estimated to be \$14,751,553, which amount is subject to a TIRZ par amount of \$6,638,200 plus interest and excluding TIRZ Administrative Expenses, and as may be adjusted in accordance with the model set forth in **Exhibit H**, and further defined in the Final Project and Finance Plan.

Neighborhood Trails mean a system of neighborhood hike and bike trails funded and constructed by the Developer and maintained by the HOA as said trails are described and depicted in further detail in **Exhibit C-2** and in accordance with design/construction plans to be approved by the City.

Non-Benefited Property means parcels or lots that accrue no special benefit from the Authorized Improvements, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

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

PID means a public improvement district created by the City for the benefit of the PID Property pursuant to Chapter 372, Texas Local Government Code, known as the Sherley Tract Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Bonds means the revenue bonds or other obligations secured solely by the Bond Security.

PID Resolution means the resolution adopted by the Council creating the PID.

Property means the real property described by metes and bounds and depicted on **Exhibit A-1**.

Public Infrastructure means all water, sewer, drainage, roadway and other public infrastructure necessary to serve the full development of the PID Property.

Refunding Bonds means bonds issued pursuant to Section 372.027, Texas Local Government Code.

Service and Assessment Plan ("SAP") means the PID Service and Assessment Plan and any SAP Update, to be adopted by the City Council for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved and agreed to by the Developer and City, as required by the PID Act and this Agreement.

TIRZ means a tax increment reinvestment zone the City intends to create for the benefit of the PID Property or a portion thereof pursuant to Chapter 311, Texas Tax Code.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Board means the board of directors of each TIRZ that will be established in accordance with the TIRZ Act.

TIRZ Documents means the TIRZ project and finance plan and the TIRZ Ordinance relating to each TIRZ as determined by the City.

TIRZ Fund means the fund set up by the City if the TIRZ is created, in order to receive the TIRZ funds in accordance with this Agreement, state law and the TIRZ Documents.

TIRZ Increment means an amount currently estimated at 50% inclusive of the TIRZ administrative expenses, which actual percentage shall be determined at the sale of the series of PID Bonds for each respective phase of Development (such PID Bonds to include financing of Major Improvements for the PID Property in one or more series), of the *ad valorem* tax increment, as determined on a parcel by parcel basis each year under Section 311.012 of the Texas Tax Code, that is generated by the PID Property from *ad valorem* taxes levied and collected by the City for a term of thirty-one (31) years.

TIRZ Ordinance means the City ordinance creating each TIRZ.

TIRZ Project and Finance Plan means the project plan and finance plan that governs TIRZ operations.

TIRZ Project(s) means any project composed of a certain portion of the Authorized Improvements, as described in **Exhibit B** to be undertaken by the PID, including costs to issue PID Bonds and pay for interest upon said PID Bonds, as applicable, as well as any TIRZ.

Waterline Improvements means waterline improvements as described and depicted in further detail in **Exhibit E-3** and in accordance with design/construction plans to be approved by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

3.1 PID Creation and Levy of Assessments. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments on the PID Property within the PID. The City will prepare and approve the Service and Assessment Plan providing for the levy of the Assessments on the PID Property. Promptly following preparation and approval of a Service and Assessment Plan acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the PID Property, the City Council shall consider an Assessment Ordinance. The Developer shall develop the PID Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Developer and shall approve and accept in writing the Home Buyer Disclosure Program and shall cause to be recorded against the PID Property covenants running with the land that will bind any and all current and successor Developers and owners of the PID Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable phase except for the Final SAP which will be recorded immediately after approval by the City.

3.3 City PID Fee. The Developer shall pay to the City, simultaneously with the closing of each series of PID Bonds issued under this Agreement, the amount of the City PID Fee based upon the number of residential lots in the applicable phase of Development for which the PID Bonds are being issued. The aggregate amount of the City PID Fee shall not exceed \$3,066,800 (902 residential lots multiplied by \$3,400) and shall not be refundable for any reason. The City PID Fee shall not be reimbursable from Assessments or PID Bond Proceeds. The City PID Fee shall not be increased, decreased or discounted for any reason, including without limitation a change in the number of lots ultimately developed within the Development.

ARTICLE IV

AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. Prior to the issuance of PID Bonds, the Budgeted Costs, Authorized Improvements and Authorized Improvement Cost are subject to change as may be agreed upon by Developer and the City and, if changed, shall be updated by the Developer and the City consistent with the Service and Assessment Plan and the PID Act. All approved final plats

within the Development shall include those Authorized Improvements located therein and the respective Authorized Improvement Costs shall be finalized before the applicable final plat is approved by the City Council. Without limiting the foregoing, and on a phase-by-phase basis, as applicable, Budgeted Costs, Authorized Improvement Costs, the timetable for installation of the Authorized Improvements, and all other pertinent information and data will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City consistent with the requirements of Section 372.013(b) of the PID Act.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Award. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. Certain portions of the Budgeted Cost(s) shall be paid from the proceeds of PID Bonds in accordance with the applicable Indenture.

(b) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the PID Property shall be constructed and inspected—and all fees applicable to the Development shall be paid by Developer—in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Contract Letting. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Authorized Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Authorized Improvements, the Parties agree as follows:

- (1) Developer's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.
- (2) Developer shall submit all such documents along with a written notice of intention to let a construction contract at least 20 days in advance of the date that Developer intends to execute such contract.
- (3) Within 15 days after receipt of the written notice and associated documents, the City Manager may: (i) approve the amount of the contract price and provide written notice to the Developer that the Developer may execute the construction contract and provide a copy to the PID Administrator; or (ii) require that the

contract be procured through competitive bidding or competitive sealed proposals (“Competitive Procurement”) if the actual costs of the Authorized Improvements do not meet the parameters for exemption from the competitive bidding. If the City fails to notify the Developer within such 15-day period, the City shall be deemed to have approved the contract price and authorized the Developer to execute the construction contract.

- (4) In order to require Competitive Procurement, the City must provide the Developer with written notice of said requirement within 15 days of delivery to the City of the written notice as required under Section 4.2(c)(2), above.
- (5) If the City Manager requires Competitive Procurement, then the Developer must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252 as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

(d) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of, easements for the Authorized Improvements to the City and the public.

(e) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements.

(f) Applicability. Subsections (a)-(c), above, shall not apply to Public Infrastructure that the City is obligated to fund and construct under this Agreement, if any.

(g) Water and Sewer Service. The City currently holds the certificates of convenience and necessity to provide retail water and sewer service to the Property. The Property will be served by the City.

ARTICLE V

ADDITIONAL OBLIGATIONS

5.1 Sanitary Sewer Facilities. Developer is responsible for funding and construction in a good and workmanlike manner of all sanitary sewer improvements required to serve the PID Property that are not constructed by the City under this Agreement. The City is responsible for the funding and construction of the Hurricane Creek Regional Trunk Sewer Project Improvements as shown on Exhibit E-2. The City is responsible for funding pump and haul sanitary sewer service for the Property as needed. Notwithstanding anything to the contrary in this Agreement, the City shall not withhold building permits for any delay to the Developer caused by the City’s failure to complete the Hurricane Creek Regional Trunk Sewer Project Improvements.

5.2 Water Facilities. Developer is responsible for the funding and construction in a good and workmanlike manner of all water improvements required to serve the PID Property that are not constructed by the City under this Agreement. Prior to the issuance of a residential building permit for Phase 1, the Developer is responsible for the funding and construction of the Standridge Parkway, E-W Collector and Shadybrook Trail waterlines as shown on Exhibit E-3 which water lines shall be a TIRZ Project, and which costs are reimbursable to the Developer as a qualified TIRZ Project.

5.3 Roadway Facilities. Developer is responsible for the funding and the construction in a good and workmanlike manner of the roadway improvements required to serve each phase of the PID Property that are not funded and constructed by the City under this Agreement. Prior to the issuance of a residential building permit for each phase of the Development, Developer is responsible for the funding and construction of the roadway projects for the applicable phase as shown on Exhibit E-1, which projects shall be TIRZ Projects, and which costs are reimbursable to the Developer as qualified TIRZ Projects. Upon inspection, approval and acceptance, City shall maintain and operate the roadway improvements for the Property. Notwithstanding anything to the contrary in this Agreement, the City is responsible for the acquisition of all rights of way and easements needed for the Developer's construction of the offsite portion of Rosamond Parkway between Standridge Parkway and U.S. Highway 75 as shown on Exhibit E-1 attached hereto. The City shall not withhold building permits for any delay to the Developer caused by the City's failure to obtain any of said rights of way or easements.

5.4 Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Prior to the recordation of the final plat for any phase of Development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property.

5.5 Screening, Landscaping, and Entryways. On or before one hundred fifty (150) days after final City acceptance of the Public Infrastructure for each phase of the Development, Developer shall complete construction, in a good and workmanlike manner, of the landscaping, screening and entryways for such phase in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA or the POA as applicable.

5.6 Homeowners Association and Property Owners Association.

(a) Mandatory Homeowners Association. As relates to the PID Property, the Developer will create, in a manner acceptable to the City, a mandatory homeowner association ("HOA"), which HOA, whether one or more, shall be required to levy and collect from home owners within the PID Property annual fees in an amount calculated to maintain the open spaces, common areas, the Amenity Center as described and defined in this Agreement, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the PID. Common areas including but not limited to the Amenity Center, the water feature, screening, landscaping, gardens, entrances to the Development and right-of-way landscaping shall be maintained solely by the

HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

(b) Mandatory Property Owner's Association. As relates to the In-City Property, Developer will create or cause to be created, in a manner acceptable to the City, a mandatory property owner association ("POA"), which POA, whether one or more, shall be required to levy and collect from property owners within the In-City Property annual fees in an amount calculated to maintain the open spaces, common areas, water features, sidewalks, landscaping/screening in common areas and other common areas within the In-City PID. All such common areas shall be maintained solely by the POA. Maintenance of public rights-of-way landscaping and screening by the POA shall comply with City Regulations and shall be subject to oversight by the City.

5.7 Performance Window; Election to Terminate; Liquidated Damages. In the event that the Developer does not satisfy all of its obligations under its control pursuant to Section 6.1 or does not request that the City issue PID Bonds on or before June 1, 2021, neither Party shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 5.7 or is otherwise terminated early under any other provision of this Agreement, Developer must within 30 days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the PID Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable actions to facilitate the dissolution of the PID and the TIRZ—notwithstanding anything to the contrary in this Agreement—the Developer's obligations regarding the dissolution of the PID and the TIRZ in accordance with this section shall survive such termination.

5.8 Concept Plan; Revisions.

(a) The Concept Plan illustrates the approved development concept for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. As a result, Developer may revise the Concept Plan with City Manager approval to make revisions necessitated by final engineering and design of the development project prior to final platting, provided the number of residential lots shown on the Concept Plan does not increase by greater than five percent (5%), the numbers of residential lots in each category shown on the Concept Plan does not increase by greater than five percent (5%), and the amount of open space shown on the Concept Plan does not decrease by greater than five percent (5%). If the City Manager does not approve such revisions to the Initial Concept Plan within 15 days after receipt of a written request for approval, City Council approval of such revisions shall be required. Nothing in this paragraph shall preclude Developer from applying directly to the City Council for approval of any Concept Plan revisions, including revisions greater than the percentages listed herein.

(b) Except as otherwise provided in subsection (a) of this section, all other revisions to the Concept Plan require the approval of the City Council.

(c) If the Concept Plan is revised as provided by this section, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developer shall record a memorandum of the revised Concept Plan in the Land Recordings of the Collin County Clerk's office.

5.9 Restaurant and Water Feature.

The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant and a water feature (respectively, "Restaurant and Water Feature") to be located on the In-City Property and shall commence construction of the Restaurant and Water Feature before the earliest of the following occurrences: (1) the expiration of five (5) years of the Effective Date; (2) the City's issuance of a building permit for any multiple-family residential structure greater than 275 units to be located on the In-City Property (the "Multifamily Structure"); or (3) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of air-conditioned space. The Water Feature shall be a minimum of 20,000 square feet in size. The Developer shall complete construction of the Restaurant and Water Feature before the City issues a certificate of occupancy for the Multifamily Structure and the City may withhold such certificate of occupancy until the Restaurant and Water Feature are completed. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional non-residential space to be located on the In-City Property within six (6) years of the Effective Date. This is in addition to the 5,000 square foot Restaurant referenced above.

5.10. Amenity Center. Prior to the City's issuance of a building permit for the 401st single-family residential building permit as pertains to residences on the Property, Developer shall complete construction of the Amenity Center in accordance with the applicable definition in Article II, and the City may withhold all residential building permits after issuing the first 400 single-family residential building permits until the construction of the Amenity Center is completed. The site of the Amenity Center shall be approximately 2.25 acres at the location shown on Exhibit C-1. The exterior masonry requirement for the Amenity Center shall be 80%.

5.11 Neighborhood Trails. Developer is responsible for funding and construction of the Neighborhood Trails. Neighborhood Trails shall be constructed as required or necessary for each phase of the Development, and the Developer shall complete construction of each portion of the Neighborhood Trails within ten (10) months after the City's acceptance of the Authorized Improvements for the applicable phase.

5.12 Community and Botanical Garden. Developer is responsible for funding and construction of the Community and Botanical Garden within the PID Property as shown on the Concept Plan attached hereto as Exhibit C. The Community and Botanical Garden shall be completed on or before the earliest of the following occurrences: (1) the City's issuance of a building permit for the 801st single-family residential building permit as pertains to residences on the Property, (2) six (6) months after construction of the Public Infrastructure necessary to provide access to the Community and Botanical Garden site is completed, or (3) twelve (12) months after City acceptance of the Public Infrastructure for the third (3rd) phase of the Development.

5.13 In-City Property Obligations. The In-City Property Owner shall not be obligated to perform any obligations or meet any requirements under this Agreement as relates to the In-City Property.

ARTICLE VI **PID BONDS**

6.1 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this article, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Developer acknowledges that the City may require at that time a professional services agreement that obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

- (1) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.
- (2) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvement Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.
- (3) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.
- (4) The adoption of a service and assessment plan (the "Service and Assessment Plan") and an assessment ordinance levying assessments on all or any portion of the PID Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds and said PID Bonds shall be at a 3:1 Value to Lien ratio ("VTL") based on the anticipated final lots values as provided in a third-party appraisal; provided, however, it shall be at the City's discretion if the VTL is reduced to 2 ½:1 ratio, at which time, the amount of funds below the 3:1 VTL ratio shall be "restricted" from access by the Developer until such a time as the value of the Development reaches the 3:1 ratio. The final language and calculation will be provided for in the Certificate for Payment attached to any PID reimbursement agreement between the City and the Developer, subject to amounts that must be restricted in order for the City, on the advice of bond counsel, to comply with federal tax regulation spending requirements.

- (5) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.
- (6) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from special assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure but the City's disclosures professional will be used for both disclosures.
- (7) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$32,000,000.00.
- (8) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.
- (9) Delivery by the Developer to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.
- (10) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.
- (11) The Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.
- (12) The Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.
- (13) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.
- (14) The Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

- (15) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable City Regulations.
- (16) The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.
- (17) The maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof.
- (18) The final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement.
- (19) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.
- (20) Unless otherwise agreed to by the City, the PID Bonds shall be sold and may be transferred or assigned only (i) in compliance with applicable securities laws and (ii) in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph (ii) shall not apply if the PID Bonds have a rating of not less than BBB- from Fitch Ratings or Standard & Poor's Ratings Services or Baa3 from Moody's Investors Service, Inc.
- (21) If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvement Costs, Developer shall, at time of closing the PID Bonds, fund or cause the funding of the difference between the Authorized Improvement Costs and the PID Bond Proceeds available to fund such Authorized Improvement Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Developer does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Developer shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).
- (22) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.
- (23) The Developer agrees to provide periodic information and notices of material events regarding the Developer and the Developer's development within the

PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds.

- (24) The Developer satisfies the City's Director of Public Works or his designee that the Budgeted Cost(s) are reasonable.
- (25) Developer is not in default under a Developer Continuing Disclosure Agreement.
- (26) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.
- (27) The maximum tax equivalent assessment rate for the assessment levy shall not exceed \$0.9572 per \$100.00 taxable assessed valuation, without prior, written consent of the City, in its sole discretion.
- (28) Developer has completed and the City has accepted the Authorized Improvements for any previous phase of the Development; and
- (29) Unless otherwise set forth in this Section 6.1, a minimum value to lien ratio of 3:1 for PID Bonds; provided, however, it shall be at the City's discretion if the VTL is reduced to 2 ½:1 ratio, at which time, the amount of funds below the 3:1 VTL ratio shall be "restricted" from access by the Developer until such a time as the value of the Development reaches the 3:1 ratio. Any receivables due under any PID reimbursement agreement between the City and the Developer may be sold or assigned in accordance with Section 11.1 of the Agreement; such value shall be confirmed by appraisal from licensed MAI appraiser based on the assumption that development of property only includes the public improvements in place and to be constructed with the PID Bond proceeds and any Developer Cash Contribution deposited with trustee and finished lots (without vertical construction) for an improvement area.
- (30) The Developer and the City shall have entered into a PID reimbursement agreement that provides for the Developer's construction of certain Authorized Improvements and the City's reimbursement to the Developer of certain Authorized Improvement Costs.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer agrees, represents, and warrants that any information provided by Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any

statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds. .

6.3 Qualified Tax-Exempt Status.

(1) Generally. In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs ("Additional Costs") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Developer and any deficiencies in the estimated Additional Costs paid to the City by Developer shall be remitted to the City by the Developer.).

(2) Issuance of PID Bonds prior to City Obligations.

A. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor ("Financial Advisor"), shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

B. Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this

paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

(3) Issuance of City Obligations prior to PID Bonds.

A. In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

B. Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

(4) To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(5) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds

from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including Developer) in such calendar year.

6.4 Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by the Developer, Developer shall deposit into the Developer Improvement Account a pro-rata amount of the Developer Cash Contribution.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. The Improvement Accounts of each Project Fund shall be administered and controlled by the City and funds in the Improvement Account of each Project Fund shall be deposited and disbursed in accordance with the terms of the respective Indenture.

7.2 Cost Overrun. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of a Project Fund, the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost, to the extent available in the monies on deposit in the Improvement Account of the applicable Project Fund, will be available to pay Cost Overruns on any other Authorized Improvement. The City shall promptly confirm to the Trustee that such remaining amounts are available to pay such Cost Overruns, and the Developer and the City will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements.

7.4 Remainder for Authorized Improvements. If funds remain in an Improvement Account of any Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs to be funded with such PID Bonds, then such funds shall thereafter be the exclusive property of the City and shall be used by the City for the purpose of paying or retiring the PID Bonds as provided in the respective Indenture, the Service and Assessment Plan, and any construction funding agreement entered into by the Parties.

ARTICLE VIII

TIRZ AND AGRICULTURAL EXEMPTION

8.1 Tax Increment Reinvestment Zone. If PID Bonds are issued for a development phase in accordance with this Agreement, the City agrees that it will create, operate and maintain a TIRZ over such development phase of the PID Property with the intention to provide revenue to pay for: (i) the construction or acquisition of Authorized Improvements to serve the PID Property; (ii) to reimburse the Developer for any costs advanced or expended by the Developer related to the construction or acquisition of Authorized Improvements; and/or (iii) to pay PID Bond Assessments or to retire all or part of the debt created by PID Bonds. Determination of which of

the three purposes (or a combination of those purposes), referenced above, for which the TIRZ Increment shall be expended will be at the City's sole discretion. The City shall deposit and disburse, or cause to be deposited and disbursed, the TIRZ Increment in accordance with the TIRZ Project and Finance Plan for each TIRZ created for each phase of development. Notwithstanding any other provision of this Agreement, the term of each TIRZ created on the PID Property shall be thirty-one (31) years from the year of its creation, and the total combined amount of the TIRZ Increment to be provided for the purposes described above shall not exceed the Maximum TIRZ Contribution for each TIRZ as provided in the TIRZ Documents; provided that any TIRZ Increments due and uncollected as of the termination date of the last remaining TIRZ created on the PID Property shall be deposited and disbursed, when and if received by the City, in accordance with the TIRZ Project and Finance Plan. If the total amount of the TIRZ Increment collected and disbursed reaches the Maximum TIRZ Contribution during the term of any TIRZ, then the remaining TIRZ may be terminated at the City's sole discretion and the City shall have no further obligations with respect to any TIRZ. The members of each TIRZ Board shall be appointed by the City Council in accordance with Chapter 311, Texas Tax Code.

8.2 Additional TIRZ Qualified Projects. In addition to the listed Authorized Improvements attached as **Exhibit B**, qualified public improvement projects such as roads, sewers, drainage, water, right of way and real estate acquisition projects, and costs of issuance, capitalized interest, and reserve amounts, totaling \$6,638,200 (the "TIRZ Qualified Projects") are included in the Maximum TIRZ Contribution, and shall be added to the Authorized Improvements to the extent such TIRZ Qualified Projects are not already included.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the TIRZ Increment obtained from the PID Property shall be placed into the TIRZ Fund, a separate fund which has been created by the City for each TIRZ. It is anticipated that the monies in each TIRZ Fund shall be distributed in accordance with Section 8.1 and the TIRZ Project and Finance Plan for each TIRZ.

8.4 Agricultural Exemption. The City acknowledges that some or all of the PID Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until PID Bonds secured by the PID Property are issued to pay for the costs of the Authorized Improvements and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Section 23.41 et seq. of the Texas Tax Code or other applicable law, including but not limited to Section 43.035 of the Texas Local Government Code, or offers to enter into a development agreement with a Landowner containing other such restrictions, this Agreement shall be deemed to have satisfied any such requirement.

ARTICLE IX

ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation. The Developer shall submit a voluntary irrevocable petition for annexation of the PID Property to the City in compliance with Chapter 43 of the Texas Local Government Code, as amended, at least sixty (60) days before the issuance of PID Bonds by the

City. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the PID Property into the City's corporate limits and the Parties agree that the annexation of the PID Property shall occur upon or as soon as reasonably practicable after or the execution of this Agreement and the issuance of PID Bonds, in accordance with statutory requirements. Such annexation petition shall be filed with the City before Developer can access any bond proceeds.

9.2 Zoning of Property. The City shall consider zoning the Property consistent with the Development Standards, the Concept Plan, and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. The City will not require the Developer to submit a formal zoning application in order to proceed with zoning the Property as contemplated by this section. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations.

9.3 Full Compliance with City Standards.

(a) When not in direct conflict with the terms and conditions of this Agreement—and without regard to whether any part of the Property is inside or outside the City's corporate limits at any given time—the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and design standards and all applicable fees and land dedications. The City shall be the sole authority for approval of all plats, concept plans, civil engineering plans and other development applications required under City Regulations, and the requirement to obtain approval of all such development applications shall apply to the Property to the extent applicable as if all of the Property were located within the City's corporate limits.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards, the Concept Plan (as may be revised in accordance with Section 5.8), both as attached in Exhibit D and Exhibit C, and applicable City Regulations. All City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

9.4 Phasing. The Parties acknowledge that the Property may be developed in phases. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in general conformance with the Final Concept Plan and subject to City approval.

9.5 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control.

9.6 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. However, the Parties agree that the Developer will not be required to specifically perform under this Agreement in the event that the Developer satisfies all of its obligations under Section 6.1 and the City does not issue PID Bonds on or before June 1, 2021. The City will not be required to specifically perform under this Agreement in the event that the Developer does not satisfy all of its obligations under its control pursuant to Section 6.1; or, regardless of Developer's actions with regard to its obligations under Section 6.1 if Developer does not request that the City issue the PID Bonds by June 1, 2021.

ARTICLE XI
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld if the assignee (an "Assignee") demonstrates financial ability to perform. Any receivables due under this Agreement, any construction funding agreement, or any PID reimbursement agreement between the City and the Developer may be assigned by the Developer upon written notice to the City pursuant to Section 11.4 of this Agreement. An Assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability

that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

(b) The Developer and Assignee(s) have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

11.2 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 11.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

11.3 Third Party Beneficiaries. Subject to Section 11.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.4 Notice of Assignment. The following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) the Developer must provide written notice to the City to the extent required under Section 11.1 at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, and telephone contact information of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and
- (d) said notice must be signed by a duly authorized person representing the Developer.

ARTICLE XII

RECORDATION AND ESTOPPEL CERTIFICATES

12.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Collin County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

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

ARTICLE XIII

GENERAL PROVISIONS

13.1 Term. The term of this Agreement shall be fifteen (15) years after the Effective Date unless extended by mutual agreement of the Developer and the City. Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of: (i) maintaining and operating the PID in accordance with the Service and Assessment Plan and any Indenture; and (ii) fulfilling its obligations under the TIRZ Documents. The term of each TIRZ shall be as stated in Article VIII of this Agreement.

13.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements dedicated or

intended to be dedicated for public use or benefit, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed.

13.3 Performance Bond, Payment Bond and Other Security Developer shall include in every contract with a subcontractor that will work on any of the Public Improvements a clause that requires the subcontractor to execute or cause to be executed one or more valid performance bonds in favor of the City for the construction, work and materials necessary to complete the Public Improvements. Said bonds may be dual obligee bonds and shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations for each subcontractor's construction contract for any part of the Public Improvements and shall contain a provision that increases the amount of the bond to the extent that the contract price increases by change order. Developer shall further execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

13.4 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy. The City shall inspect, as required by City Regulations, the construction of all Authorized Improvements, and any Public Infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds City utility services as to any portion of the Development until all required Public Infrastructure necessary to such portion is properly constructed according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Developer's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

13.5 Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers or agents

for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed.

13.6 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

13.7 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE**

DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. At no time shall the City have any control over or charge of the Developer's design, construction or installation of any of the Public Infrastructure that is the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between the City and Developer.

13.8 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of the PID Bonds or TIRZ Increment and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

13.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to the Developer under this Agreement, the name of the payee for such payment shall be MM Anna 325, LLC, and the payment/remittance shall be sent or delivered to the following address:

MM Anna 325, LLC
1800 Valley View Lane

Suite 300
Farmers Branch, Texas 75234

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address.

ARTICLE XIV
ADDITIONAL PROVISIONS

14.1 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; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

To the City:	City of Anna, Texas Attn: City Manager 111 N. Powell Parkway Anna, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, TX 75201
To the Developer:	MM Anna 325, LLC Attn: Mehrdad Moayed 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Miklos Cinclair, PLLC Attn: Robert Miklos 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

To the In-City Property Owner: BFB ANA 40 Acres, LLC
Attn: Brooks F. Bock
1701 Directors Boulevard
Austin, Texas 78744
Brooks@strategacapital.com

And to: Centurion American
Attn: Trevor Kollinger
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

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

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

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

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

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

14.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

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

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

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

- Exhibit A-1 Metes and Bounds Description and Depiction of the Property
- Exhibit A-2 Metes and Bounds Description and Depiction of the In-City Property
- Exhibit A-3 Metes and Bounds Description and Depiction of the PID Property
- Exhibit B Authorized Improvements with their Budgeted Costs
- Exhibit C Concept Plan
- Exhibit C-1 Amenity Center Concept Plan
- Exhibit C-2 Neighborhood Trail Plan
- Exhibit D Development Standards
- Exhibit E-1 Roadway Improvements
- Exhibit E-2 Hurricane Creek Regional Trunk Sewer Improvements
- Exhibit E-3 Waterline Improvements
- Exhibit F Home Buyer Disclosure Program
- Exhibit G Landowner Agreement
- Exhibit H City PID Bond financing and TIRZ Contribution Analysis - draft for illustration purposes only

14.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

14.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

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

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

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

CITY OF ANNA

By:

Name: Nate Pike

Title: Mayor

Date: 6/9/2020

APPROVED AS TO FORM

Name: Clark McCoy

Title: City Attorney

STATE OF TEXAS

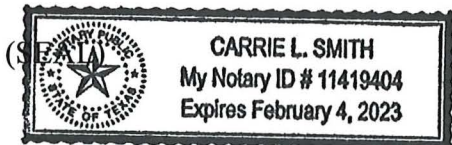
§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 9th day of June, ~~2019~~ ²⁰²⁰ by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.



Notary Public, State of Texas

Carrie L. Smith

Name printed or typed

Commission Expires: 2/4/23

DEVELOPER:

MM Anna 325, LLC,
a Texas limited liability company

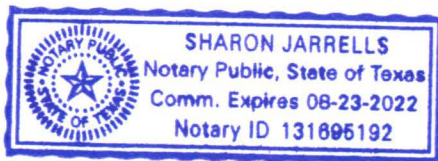
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

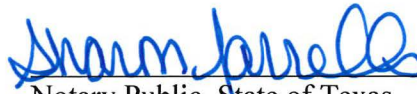
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of June, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

IN-CITY PROPERTY OWNER:

BFB Ana 40 Acres, LLC
a Texas limited liability company

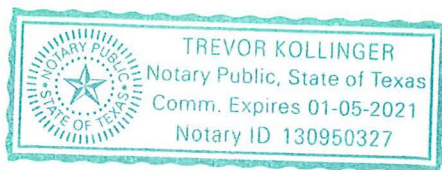
By: BFB Ana Holdings, LLC
a Texas limited liability company
Its Manager

By: The Brooks F. Bock Living Trust
Its Manager

By: 
Name: Brooks F. Bock
Its: Trustee

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on June 9 2020,
by Brooks F. Bock, Trustee of the Brooks F. Bock Living Trust, as Manager of BFB Ana Holdings, LLC, a Texas limited liability company, as Manager of BFB Ana 40 Acres, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas

Exhibit A-1
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

EXHIBIT A-3: "PID PROPERTY" 290.877 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE Z. ROBERTS SURVEY, ABSTRACT NUMBER 760, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, THE J.M. KINCADE SURVEY, ABSTRACT NUMBER 509, THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT LAND DESCRIBED BY DEED TO MM ANNA 325, LLC, (TRACT 1) RECORDED IN INSTRUMENT NUMBER 20190411000386110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT 1;

THENCE S 01°39'27"E, 46.23 FEET;

THENCE S 00°07'45"W, 239.62 FEET;

THENCE S 00°02'54"E, 240.98 FEET;

THENCE S 00°16'10"W, 240.11 FEET;

THENCE S 00°05'15"W, 193.73 FEET;

THENCE S 00°09'49"W, 159.37 FEET;

THENCE S 03°07'30"W, 136.17 FEET;

THENCE S 00°10'28"W, 117.40 FEET;

THENCE S 89°51'18"E, 18.32 FEET;

THENCE N 55°45'18"E, 13.27 FEET;

THENCE N 29°20'54"E, 61.95 FEET;

THENCE N 82°59'12"E, 29.11 FEET;

THENCE S 76°48'02"E, 38.97 FEET;

THENCE N 81°31'02"E, 42.52 FEET;

THENCE N 64°56'10"E, 12.15 FEET;

THENCE S 30°32'08"E, 25.22 FEET;

THENCE S 00°14'15"W, 13.28 FEET;

THENCE S 32°18'58"E, 21.36 FEET;

THENCE S 78°07'20"E, 14.66 FEET;

THENCE N 10°26'29"E, 17.31 FEET;

THENCE N 53°35'10"E, 21.88 FEET;

THENCE N 78°49'58"E, 15.44 FEET;

THENCE S 57°06'59"E, 24.14 FEET;

THENCE S 41°22'42"E, 62.38 FEET;

THENCE S 01°13'29"E, 28.82 FEET;

THENCE S 00°45'46"W, 119.18 FEET;

THENCE S 88°56'22"E, 602.59 FEET, TO THE NORTHEAST CORNER OF SAID MILLER AND PAYNE TRACT
RECORDED IN INSTRUMENT NUMBER 20110401000341650 AND BEING THE NORTHWEST CORNER OF
AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 2667, PAGE 671;

THENCE N 89°49'51"E, 933.16 FEET;

THENCE N 89°46'06"E, 488.86 FEET, PASSING THE NORTHEAST CORNER OF SAID MILLER TRACT AND BEING
THE NORTHWEST CORNER OF AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 1068, PAGE 507;

THENCE S 03°23'35"E, 989.07 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS S 15°52'22"W, 271.82 FEET;

THENCE S 35°08'19"W, 286.03 FEET;

THENCE S 06°06'41"W, 811.64 FEET;

THENCE S 89°56'10"W, 1154.19 FEET;

THENCE N 00°10'56"E, 232.21 FEET;

THENCE S 89°09'27"W, 794.06 FEET;

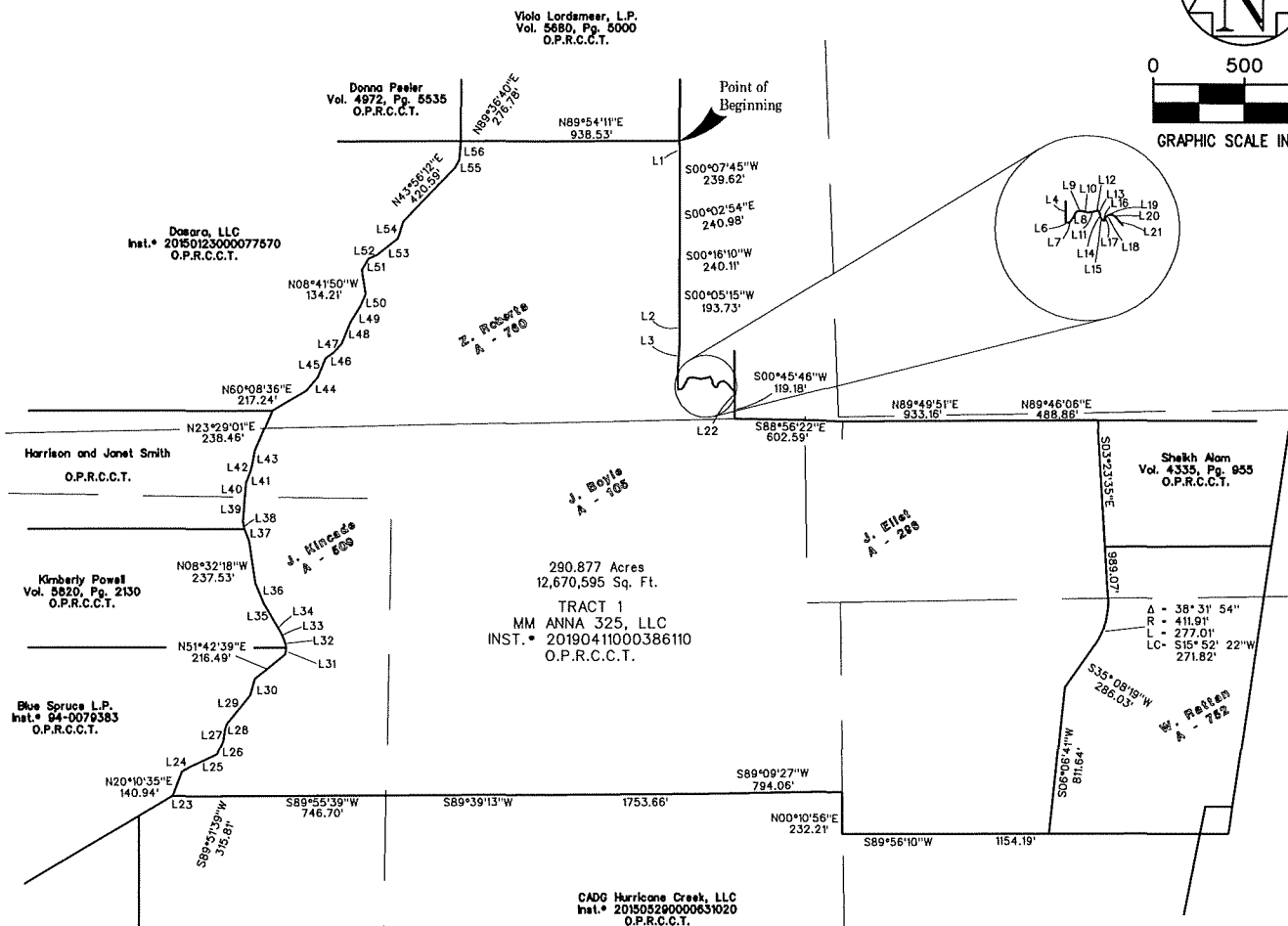
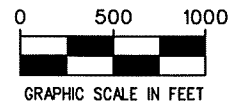
THENCE S 89°39'13"W, 1753.66 FEET;

THENCE S 89°55'39"W, 746.70 FEET;

THENCE S 89°51'39"W, 315.81 FEET;

THENCE S 89°09'41"W, 111.58 FEET;

THENCE N 20°10'35"E, 140.94 FEET;
THENCE N 55°00'59"E, 55.72 FEET;
THENCE N 65°08'55"E, 164.54 FEET;
THENCE N 24°07'01"E, 75.15 FEET;
THENCE N 08°28'12"E, 68.74 FEET;
THENCE N 18°33'24"E, 30.27 FEET;
THENCE N 39°07'19"E, 204.32 FEET;
THENCE N 15°58'26"E, 96.33 FEET;
THENCE N 51°42'39"E, 216.49 FEET;
THENCE N 10°14'20"E, 39.18 FEET;
THENCE N 16°20'38"W, 43.77 FEET;
THENCE N 25°38'17"W, 56.21 FEET;
THENCE N 30°23'51"W, 42.71 FEET;
THENCE N 30°57'56"W, 141.18 FEET;
THENCE N 22°04'56"W, 112.22 FEET;
THENCE N 08°32'18"W, 237.53 FEET;
THENCE N 21°21'56"W, 73.37 FEET;
THENCE N 12°45'32"W, 39.65 FEET;
THENCE N 04°05'51"E, 114.57 FEET;
THENCE N 05°37'47"E, 102.03 FEET;
THENCE N 20°12'50"E, 61.91 FEET;
THENCE N 15°56'54"E, 37.72 FEET;
THENCE N 10°49'32"E, 87.03 FEET;
THENCE N 23°29'01"E, 238.46 FEET;
THENCE N 60°08'36"E, 217.24 FEET;



CADG Hurricane Creek, LLC
Inst. # 20150520000631020
O.P.R.C.C.T.

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	S 01° 39' 27" E	46.23'	L36	N 22° 04' 56" W	112.22'
L2	S 00° 09' 49" W	159.37'	L37	N 21° 21' 56" W	73.37'
L3	S 03° 07' 30" W	136.17'	L38	N 12° 45' 32" W	39.65'
L4	S 00° 10' 28" W	117.40'	L39	N 04° 05' 51" E	114.57'
L6	S 89° 51' 18" E	18.32'	L40	N 05° 37' 47" E	102.03'
L7	N 55° 45' 18" E	13.27'	L41	N 20° 12' 50" E	61.91'
L8	N 29° 20' 54" E	61.95'	L42	N 15° 56' 54" E	37.72'
L9	N 82° 59' 12" E	29.11'	L43	N 10° 49' 32" E	87.03'
L10	S 76° 48' 02" E	38.97'	L44	N 40° 36' 12" E	97.96'
L11	N 81° 31' 02" E	42.52'	L45	N 22° 54' 02" E	117.90'
L12	N 64° 56' 10" E	12.15'	L46	N 54° 18' 35" E	58.08'
L13	S 30° 32' 08" E	25.22'	L47	N 42° 30' 22" E	62.53'
L14	S 00° 14' 15" W	13.28'	L48	N 22° 13' 30" E	121.36'
L15	S 32° 18' 58" E	21.36'	L49	N 31° 33' 35" E	106.80'
L16	S 78° 07' 20" E	14.66'	L50	N 24° 37' 01" E	76.66'
L17	N 10° 26' 29" E	17.31'	L51	N 30° 06' 30" E	75.08'
L18	N 53° 35' 10" E	21.88'	L52	N 66° 06' 02" E	55.48'
L19	N 78° 49' 58" E	15.44'	L53	N 52° 19' 07" E	141.40'
L20	S 57° 06' 59" E	24.14'	L54	N 18° 14' 45" E	95.78'
L21	S 41° 22' 42" E	62.38'	L55	N 28° 03' 26" E	46.51'
L22	S 01° 13' 29" E	28.82'	L56	N 04° 16' 56" E	105.49'
L23	S 89° 09' 41" W	111.58'			
L24	N 55° 00' 59" E	55.72'			
L25	N 65° 08' 55" E	164.54'			
L26	N 24° 07' 01" E	75.15'			
L27	N 08° 28' 12" E	68.74'			
L28	N 18° 33' 24" E	30.27'			
L29	N 39° 07' 19" E	204.32'			
L30	N 15° 58' 26" E	96.33'			
L31	N 10° 14' 20" E	39.18'			
L32	N 16° 20' 38" W	43.77'			
L33	N 25° 38' 17" W	56.21'			
L34	N 30° 23' 51" W	42.71'			
L35	N 30° 57' 56" W	141.16'			

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

EXHIBIT A-3 "PID PROPERTY" 290.877 ACRES



JOB #: CEN18001

DRAWN BY: SRAMSEY

CHECKED BY: SRAMSEY

DATE: 11/26/2019

PAGE #: 1 OF 1

THENCE N 40°36'12"E, 97.96 FEET;
THENCE N 22°54'02"E, 117.90 FEET;
THENCE N 54°18'35"E, 58.08 FEET;
THENCE N 42°30'22"E, 62.53 FEET;
THENCE N 22°13'30"E, 121.36 FEET;
THENCE N 31°23'35"E, 106.80 FEET;
THENCE N 24°37'01"E, 76.66 FEET;
THENCE N 08°41'50"W, 134.21 FEET;
THENCE N 30°06'30"E, 75.08 FEET;
THENCE N 66°06'02"E, 55.48 FEET;
THENCE N 52°19'07"E, 141.40 FEET;
THENCE N 18°14'45"E, 95.78 FEET;
THENCE N 43°56'12"E, 420.59 FEET;
THENCE N 28°03'26"E, 46.51 FEET;
THENCE N 04°16'56"E, 105.49 FEET;
THENCE N 89°36'40"E, 276.78 FEET;

THENCE N 89°54'11"E, 938.53 FEET TO THE POINT OF BEGINNING AND CONTAINING
12,670,595 SQUARE FEET OR 290.877 ACRES OF LAND MORE OR LESS.

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EXHIBIT A-2: "IN CITY PROPERTY" 31.964 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO BFB ANA 40 ACRES, LLC, RECORDED IN INSTRUMENT NUMBER 20190412000390800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID BFB ANNA 40 ACRES TRACT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO AT&T CORP. RECORDED IN INSTRUMENT NUMBER 20170308000301250 OF SAID O.P.R.C.C.T. AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NUMBER 20070201000151600 OF SAID O.P.R.C.C.T.

THENCE S 89°04'42"W, 832.53 FEET;

THENCE N 05°15'18"E, 811.64 FEET;

THENCE N 34°16'56"E, 286.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS N15°00'59"E, 271.82 FEET;

THENCE N 04°14'58"W, 285.02 FEET;

THENCE N 88°44'00"E, 810.23 FEET;

THENCE S 08°01'37"E, 97.91 FEET;

THENCE S 03°36'10"W, 200.49 FEET;

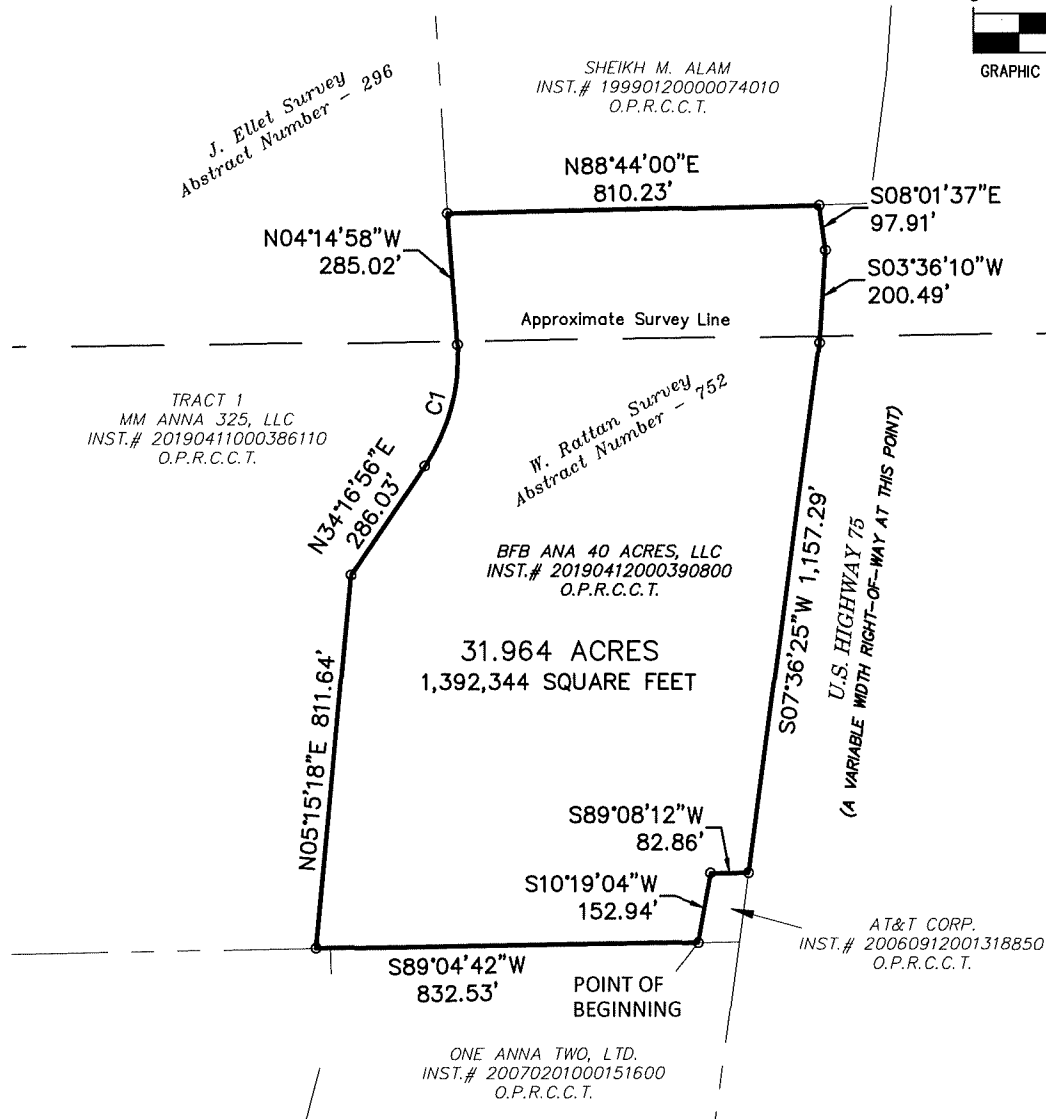
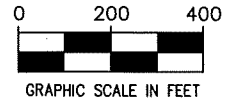
THENCE S 07°36'25"W, 1,157.29 FEET;

THENCE S 89°08'12"W, 82.86 FEET;

THENCE S 10°19'04"W, 152.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,392,344 SQUARE FEET OR 31.964 ACRES OF LAND MORE OR LESS.

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

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°31'54"	411.91'	277.01'	N15°00'59"E	271.82'



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

EXHIBIT A-2 "IN CITY PROPERTY"
31.964 ACRES



Exhibit A-2
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE IN-CITY
PROPERTY

EXHIBIT A-2: "IN CITY PROPERTY" 31.964 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO BFB ANNA 40 ACRES, LLC, RECORDED IN INSTRUMENT NUMBER 20190412000390800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID BFB ANNA 40 ACRES TRACT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO AT&T CORP. RECORDED IN INSTRUMENT NUMBER 20170308000301250 OF SAID O.P.R.C.C.T. AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NUMBER 20070201000151600 OF SAID O.P.R.C.C.T.

THENCE S 89°04'42"W, 832.53 FEET;

THENCE N 05°15'18"E, 811.64 FEET;

THENCE N 34°16'56"E, 286.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS N15°00'59"E, 271.82 FEET;

THENCE N 04°14'58"W, 285.02 FEET;

THENCE N 88°44'00"E, 810.23 FEET;

THENCE S 08°01'37"E, 97.91 FEET;

THENCE S 03°36'10"W, 200.49 FEET;

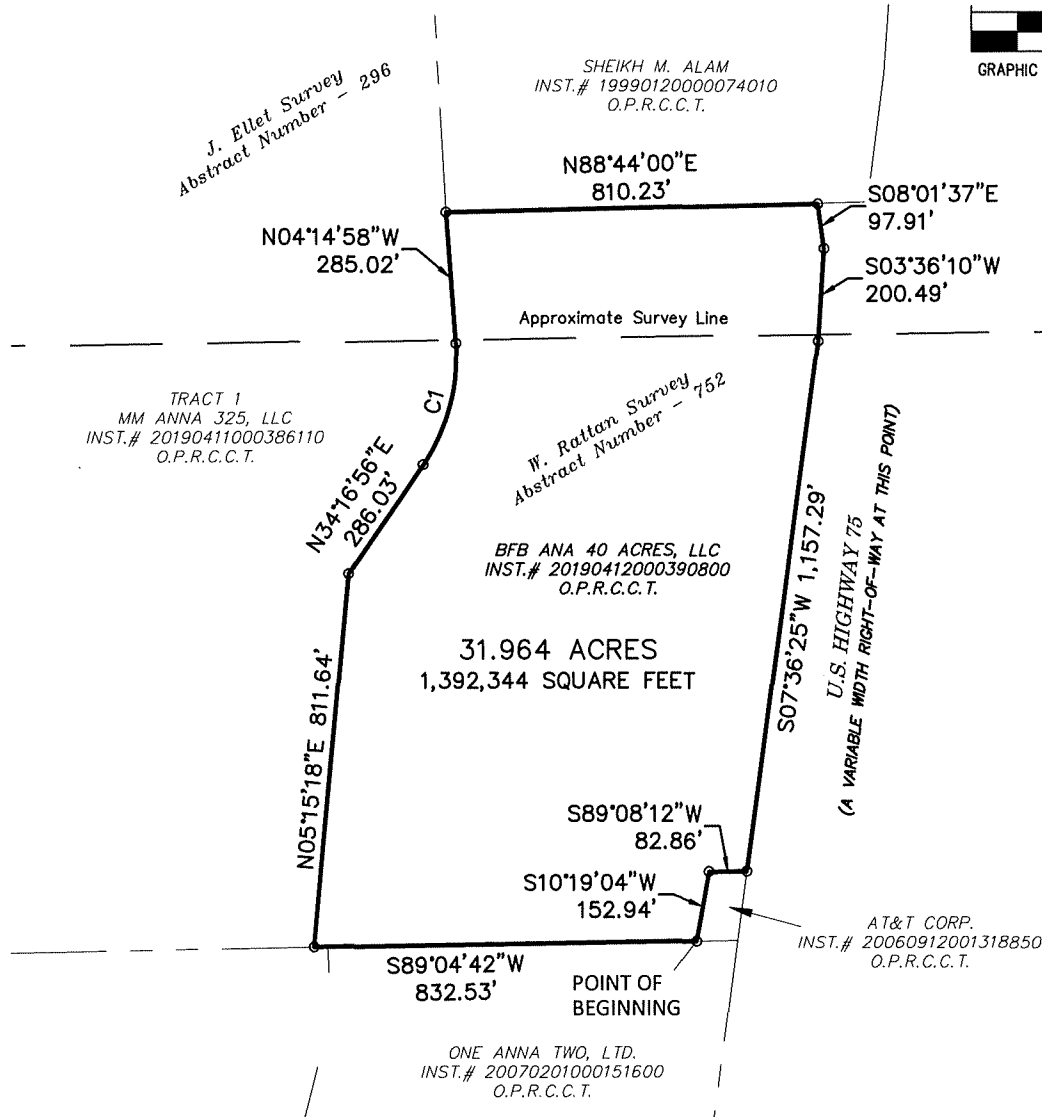
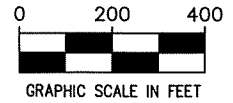
THENCE S 07°36'25"W, 1,157.29 FEET;

THENCE S 89°08'12"W, 82.86 FEET;

THENCE S 10°19'04"W, 152.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,392,344 SQUARE FEET OR 31.964 ACRES OF LAND MORE OR LESS.

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CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°31'54"	411.91'	277.01'	N15°00'59"E	271.82'



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

EXHIBIT A-2 "IN CITY PROPERTY"
31.964 ACRES



11000 FRISCO ST. SUITE 400
FRISCO, TX 75033 469-213-1800

JOB #: CEN18001

DRAWN BY: MYOST

CHECKED BY: SRAMSEY

DATE: 6/08/2020

PAGE #: 1 OF 1

Exhibit A-3
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PID PROPERTY

EXHIBIT A-3: "PID PROPERTY" 290.877 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE Z. ROBERTS SURVEY, ABSTRACT NUMBER 760, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, THE J.M. KINCADE SURVEY, ABSTRACT NUMBER 509, THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT LAND DESCRIBED BY DEED TO MM ANNA 325, LLC, (TRACT 1) RECORDED IN INSTRUMENT NUMBER 20190411000386110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT 1;

THENCE S 01°39'27"E, 46.23 FEET;

THENCE S 00°07'45"W, 239.62 FEET;

THENCE S 00°02'54"E, 240.98 FEET;

THENCE S 00°16'10"W, 240.11 FEET;

THENCE S 00°05'15"W, 193.73 FEET;

THENCE S 00°09'49"W, 159.37 FEET;

THENCE S 03°07'30"W, 136.17 FEET;

THENCE S 00°10'28"W, 117.40 FEET;

THENCE S 89°51'18"E, 18.32 FEET;

THENCE N 55°45'18"E, 13.27 FEET;

THENCE N 29°20'54"E, 61.95 FEET;

THENCE N 82°59'12"E, 29.11 FEET;

THENCE S 76°48'02"E, 38.97 FEET;

THENCE N 81°31'02"E, 42.52 FEET;

THENCE N 64°56'10"E, 12.15 FEET;

THENCE S 30°32'08"E, 25.22 FEET;

THENCE S 00°14'15"W, 13.28 FEET;

THENCE S 32°18'58"E, 21.36 FEET;

THENCE S 78°07'20"E, 14.66 FEET;

THENCE N 10°26'29"E, 17.31 FEET;

THENCE N 53°35'10"E, 21.88 FEET;

THENCE N 78°49'58"E, 15.44 FEET;

THENCE S 57°06'59"E, 24.14 FEET;

THENCE S 41°22'42"E, 62.38 FEET;

THENCE S 01°13'29"E, 28.82 FEET;

THENCE S 00°45'46"W, 119.18 FEET;

THENCE S 88°56'22"E, 602.59 FEET, TO THE NORTHEAST CORNER OF SAID MILLER AND PAYNE TRACT
RECORDED IN INSTRUMENT NUMBER 20110401000341650 AND BEING THE NORTHWEST CORNER OF
AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 2667, PAGE 671;

THENCE N 89°49'51"E, 933.16 FEET;

THENCE N 89°46'06"E, 488.86 FEET, PASSING THE NORTHEAST CORNER OF SAID MILLER TRACT AND BEING
THE NORTHWEST CORNER OF AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 1068, PAGE 507;

THENCE S 03°23'35"E, 989.07 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS S 15°52'22"W, 271.82 FEET;

THENCE S 35°08'19"W, 286.03 FEET;

THENCE S 06°06'41"W, 811.64 FEET;

THENCE S 89°56'10"W, 1154.19 FEET;

THENCE N 00°10'56"E, 232.21 FEET;

THENCE S 89°09'27"W, 794.06 FEET;

THENCE S 89°39'13"W, 1753.66 FEET;

THENCE S 89°55'39"W, 746.70 FEET;

THENCE S 89°51'39"W, 315.81 FEET;

THENCE S 89°09'41"W, 111.58 FEET;

THENCE N 20°10'35"E, 140.94 FEET;
THENCE N 55°00'59"E, 55.72 FEET;
THENCE N 65°08'55"E, 164.54 FEET;
THENCE N 24°07'01"E, 75.15 FEET;
THENCE N 08°28'12"E, 68.74 FEET;
THENCE N 18°33'24"E, 30.27 FEET;
THENCE N 39°07'19"E, 204.32 FEET;
THENCE N 15°58'26"E, 96.33 FEET;
THENCE N 51°42'39"E, 216.49 FEET;
THENCE N 10°14'20"E, 39.18 FEET;
THENCE N 16°20'38"W, 43.77 FEET;
THENCE N 25°38'17"W, 56.21 FEET;
THENCE N 30°23'51"W, 42.71 FEET;
THENCE N 30°57'56"W, 141.18 FEET;
THENCE N 22°04'56"W, 112.22 FEET;
THENCE N 08°32'18"W, 237.53 FEET;
THENCE N 21°21'56"W, 73.37 FEET;
THENCE N 12°45'32"W, 39.65 FEET;
THENCE N 04°05'51"E, 114.57 FEET;
THENCE N 05°37'47"E, 102.03 FEET;
THENCE N 20°12'50"E, 61.91 FEET;
THENCE N 15°56'54"E, 37.72 FEET;
THENCE N 10°49'32"E, 87.03 FEET;
THENCE N 23°29'01"E, 238.46 FEET;
THENCE N 60°08'36"E, 217.24 FEET;

THENCE N 40°36'12"E, 97.96 FEET;

THENCE N 22°54'02"E, 117.90 FEET;

THENCE N 54°18'35"E, 58.08 FEET;

THENCE N 42°30'22"E, 62.53 FEET;

THENCE N 22°13'30"E, 121.36 FEET;

THENCE N 31°23'35"E, 106.80 FEET;

THENCE N 24°37'01"E, 76.66 FEET;

THENCE N 08°41'50"W, 134.21 FEET;

THENCE N 30°06'30"E, 75.08 FEET;

THENCE N 66°06'02"E, 55.48 FEET;

THENCE N 52°19'07"E, 141.40 FEET;

THENCE N 18°14'45"E, 95.78 FEET;

THENCE N 43°56'12"E, 420.59 FEET;

THENCE N 28°03'26"E, 46.51 FEET;

THENCE N 04°16'56"E, 105.49 FEET;

THENCE N 89°36'40"E, 276.78 FEET;

THENCE N 89°54'11"E, 938.53 FEET TO THE POINT OF BEGINNING AND CONTAINING
12,670,595 SQUARE FEET OR 290.877 ACRES OF LAND MORE OR LESS.

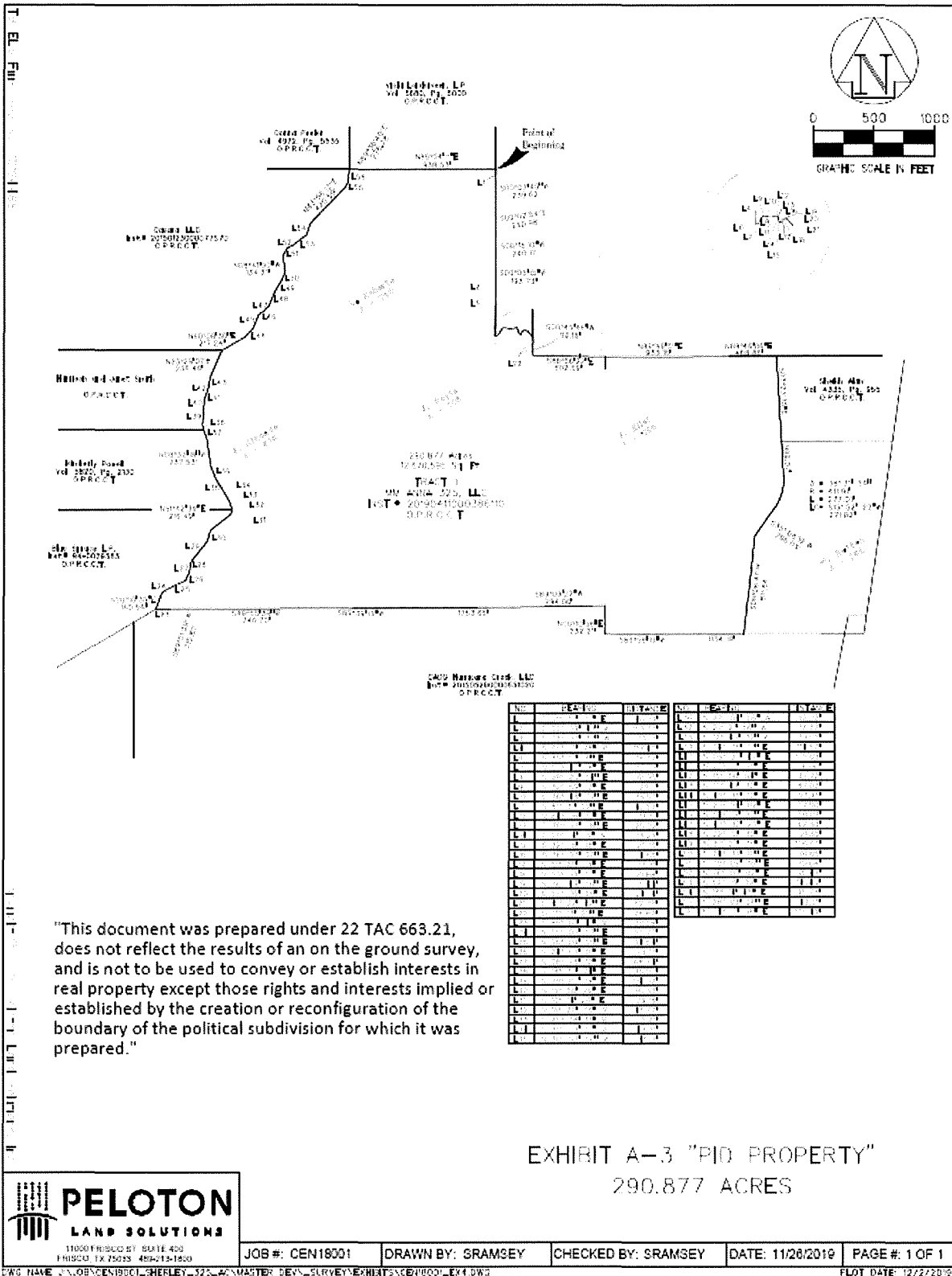


Exhibit B
AUTHORIZED IMPROVEMENTS WITH THEIR BUDGETED COSTS



OPINION OF PROBABLE COST
CENTURION AMERICAN - SHERLEY TRACT, PHASE 1
City of Anna, Collin County, Texas

348 TOTAL LOTS
61.3 SINGLE FAMILY/TH ACRES
9.0 THOROUGHFARE ACRES
11,250 LOCAL LENGTH OF STREETS (FT)
5,920 MINOR ARTERIAL LENGTH (FT)

Project Number: CEN18001
Prepared For: CENTURION AMERICAN
Date: April 30, 2020
File Name: SHERLEY - PHASE 1
Prepared by: THM
Checked by: CAL

CONSTRUCTION COSTS

SUMMARY	MI Costs	PID Costs	Private Costs	Total Costs
DESCRIPTION				
1 - Earthwork	\$132,960	\$300,480	\$558,035	\$991,475
2 - Retaining Walls	\$0	\$0	\$339,330	\$339,330
3 - Water	\$390,689	\$969,453	\$0	\$1,360,142
4 - Sanitary Sewer	\$0	\$925,840	\$0	\$925,840
5 - Storm	\$668,780	\$735,270	\$0	\$1,404,050
6 - Paving	\$1,558,867	\$1,883,780	\$0	\$3,442,647
7 - Street Lights & Signs	\$177,800	\$87,675	\$0	\$265,475
8 - Screen Walls & Entry Monument	\$0	\$345,000	\$0	\$345,000
9 - Landscaping and Irrigation	\$0	\$59,960	\$0	\$59,960
10 - Amenities	-	-	-	\$0
11 - District Formation	-	-	-	\$0
TOTAL CONSTRUCTION COSTS	\$2,929,096	\$5,307,458	\$897,365	\$9,133,919

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	TOTAL
Engineering & Surveying (12% of items 1-6 above)	1	LS	\$330,156	\$577,779	\$66,964	\$974,898
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$6,000	\$6,000	\$21,000
Preliminary Platting Fee (\$325 + \$5/LOT)	1	LS	\$2,065	\$0	\$0	\$2,065
Final Platting Fee (\$325 + \$5/LOT)	1	LS	\$2,065	\$0	\$0	\$2,065
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$52,370	\$90,290	\$0	\$142,660
Engineering Review Fee	1	LS	\$2,500	\$0	\$0	\$2,500
Inspection Fee	4%	%	\$117,160	\$212,300	\$35,890	\$365,350
Geotechnical Testing (10% of Earthwork)	10%	%	\$13,300	\$30,050	\$55,800	\$99,150
12 - TOTAL MISC. COSTS			\$528,616	\$916,419	\$164,654	\$1,609,688

SUMMARY

Construction Costs			\$2,929,096	\$5,307,458	\$897,365	\$9,133,919
Miscellaneous Costs			\$528,616	\$916,419	\$164,654	\$1,609,688
13 - Contingency Costs	5%		\$172,886	\$311,194	\$53,101	\$537,180
NET PROJECT COSTS			\$3,630,600	\$6,535,070	\$1,115,120	\$11,280,790

Per Acre: **\$184,026**
Per Lot: **\$32,416**

By/Checked	Description		Date	Previous Cost
AM	Original Estimate	DK Landplan	12/3/2018	\$ 10,808,289
CAL	Revised Landplan	DK Landplan	8/2/2019	\$ 3,983,670
THM	Revised phase 1 limits	DK Landplan	8/9/2019	\$ 5,223,470
CAL	Revised unit costs and inspection fees	DK Landplan	10/14/2019	\$ 11,322,720
MPP	Checked/revised cell formulas	DK Landplan	11/26/2019	\$ 12,860,980
MPP	Deleted 30" MI sewer line	DK Landplan	4/30/2020	\$ 12,861,310

GENERAL NOTES (PAGE 1)

- 1) This estimate is based on the land plan prepared by Peloton Land Solutions dated 7/18/19. Actual quantities will be determined at the conclusion of the final construction plans.
- 2) Earthwork quantities do not include costs for rock excavation. 2' of cut across the entire site was used for the purposes of determining earthwork. A preliminary geotechnical was not cross referenced for this task
- 3) Sidewalks adjacent to residential lots are excluded from the cost estimate. Sidewalks are assumed to be constructed by the home builder, except to where adjacent to park detention or open space. ADA ramps are required to be built by the developer and are included in this estimate.
- 4) All fees need to be verified by the City of Anna.
- 5) Impact fees and Park fees are not included in this estimate.
- 6) Franchise costs are not included in this estimate.
- 7) This estimate does not include costs for tree mitigation.
- 8) Costs for exposed beams have been excluded from this estimate.
- 9) The lot grading assumptions are as follows: The use of a maximum 1' exposed beam, a maximum backyard slope of 10:1, 1% minimum grade, and a 3:1 maximum slope of side yards.
- 10) This estimate does not include moisture conditioning. Should it be necessary, the actual cost would be dependent on the final geotechnical report. No street moisture conditioning was included in this estimate.
- 11) Cost estimate does not include costs for detention. A preliminary downstream analysis has not been conducted. This cost estimate assumes Oncor will allow for utility crossings within their easement
- 12) This cost estimate assumes for the 12" offsite waterline to be looped into an existing waterlines at the north ends of Standridge Blvd. and Shadybrook Trail, as constructed with Villages of Hurricane Creek, Phase 1
- 13) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, rock excavation, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 14) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.
- 15) This estimate has been modified to reflect City of Anna being responsible for constructing the Hurricane Creek sanitary sewer lines (Projects D & E) as shown on the Conceptual Alignment Exhibit dated May 2018. No costs for this construction are contained within this estimate.

MI COSTS

OFFSITE EXCAVATION (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	9.00	AC	2,500.00	22,500.00
Excavation (2 foot Cut)	35,080	CY	2.50	87,700.00
Silt Fence	11,840	LF	1.50	17,760.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EXCAVATION				\$132,960.00

OFFSITE WATER (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" PVC Water Line (STANDRIDGE BLVD, E-W COLLECTOR)	3,790	LF	45.00	170,550.00
8" PVC Water Line (SHADYBROOK TRAIL)	2,680	LF	24.00	64,320.00
12" Gate Valve & Box	18	EA	2,400.00	43,200.00
8" Gate Valve & Box	9	EA	1,400.00	12,600.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	15	EA	4,200.00	63,000.00
Cast Iron Fittings	3	TN	6,000.00	19,800.00
Concrete Blocking - Type B	10	CY	150.00	1,485.00
Trench Safety	6,470	LF	1.00	6,470.00
Testing (Excluding Geotech)	6,470	LF	1.20	7,764.00
Connect to Existing Water Stub	2	EA	750.00	1,500.00
TOTAL OFFSITE WATER				\$390,689.00

OFFSITE SANITARY SEWER MAIN ALONG HURRICANE CREEK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
30" Sanitary Sewer Main (PS115, ASTM F679)	5,400	LF		0.00
15" Sanitary Sewer Main (SDR-35)	580	LF		0.00
12" Sanitary Sewer Main (SDR-35)	2,820	LF		0.00
6' Dia. Manhole w/ epoxy coating	12	EA		0.00
5' Dia. Manhole w/ epoxy coating	13	EA		0.00
Manhole - Vacuum test	25	EA		0.00
Connect to Existing Sewer Stub	2	EA		0.00
Trench Safety	8,800	LF		0.00
Post Construction CCTV	8,800	LF		0.00
TOTAL SEWER				\$0.00

STORM DRAINAGE (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	400	LF	53.00	21,200.00
21" RCP	150	LF	57.00	8,550.00
24" RCP	440	LF	67.00	29,480.00
30" RCP	40	LF	85.00	3,400.00
36" RCP	50	LF	109.00	5,450.00
42" RCP	820	LF	146.00	119,720.00
48" RCP	300	LF	176.00	52,800.00
2-5'x5' RCB	170	LF	625.00	106,250.00
2-7'x4' RCB	160	LF	850.00	136,000.00
4'x4' Drop Inlet	1	EA	4,000.00	4,000.00
10' Std. Curb Inlet	6	EA	4,000.00	24,000.00
15' Std. Curb Inlet	6	EA	5,100.00	30,600.00
20' Std. Curb Inlet	2	EA	6,000.00	12,000.00
5' Square Stormwater Manhole	2	EA	5,500.00	11,000.00
42" Headwall	1	EA	4,750.00	4,750.00
54" Headwall	1	EA	6,250.00	6,250.00
2-5'x5' Headwall	2	EA	13,000.00	26,000.00
2-7'x4' Headwall	2	EA	15,000.00	30,000.00
Trench Safety	2,530	LF	1.00	2,530.00
Rip Rap	140	SY	90.00	12,600.00
Inlet/SDMH Protectors	15	EA	130.00	1,950.00
Onsite Channel (Concrete)	2,700	SF	7.50	20,250.00
TOTAL STORM				\$668,780.00

MI COSTS

OFFSITE PAVING (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Conc Pavement w/ 1 - 25' B-B (Standridge Pkwy.)	2,916	SY	48.00	139,968.00
8" Conc Pavement w/ 2 - 25' B-B (E-W Coll. & Shadybrook Tr.)	3,940	SY	48.00	189,120.00
8" Conc Pavement w/ 40' B-B (E-W Coll. & Shadybrook Tr.)	18,500	SY	48.00	888,000.00
6" Lime Stabilized Subgrade	27,892	SY	3.20	89,253.12
*Hydrated Lime (36#/SY)	510	TONS	164.00	83,640.00
4', 4" Conc. Sidewalk	11,840	SF	5.65	66,896.00
Curlex	11,840	LF	1.00	11,840.00
B/F Ramps	46	EA	1,525.00	70,150.00
Standard Street Header	400	LF	25.00	10,000.00
Standard Street Barricade	400	LF	25.00	10,000.00
TOTAL PAVING				\$1,558,867.12
STREET LIGHTS & SIGNS (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 2 Fixtures (400' spacing)	15	EA	5,000.00	74,000.00
Street Light - 1 Fixture (at intersections)	16	EA	3,000.00	48,000.00
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	4,700	LF	10.00	47,000.00
Sign Posts/Street Name Blades	16	EA	550.00	8,800.00
TOTAL STREET LIGHTS & SIGNS				\$177,800.00

PID DIRECT

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
35% of private earthwork cost is associated with streets				\$300,480.25

ONSITE WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	14,090	LF	24.00	338,160.00
8" Gate Valve & Box	58	EA	1,400.00	81,200.00
1" Water Service - Residential	348	EA	875.00	304,500.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	39	EA	4,200.00	163,800.00
Sampling Station	1	EA	5,000.00	5,000.00
Cast Iron Fittings	7	TN	6,000.00	42,600.00
Concrete Blocking - Type B	21	CY	150.00	3,195.00
Trench Safety	14,090	LF	1.00	14,090.00
Testing (Excluding Geotech)	14,090	LF	1.20	16,908.00
TOTAL WATER				\$969,453.00

SANITARY SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	12,640	LF	35.00	442,400.00
4' Dia. Manhole w/ epoxy coating	46	EA	5,100.00	234,600.00
Manhole - Vacuum test	46	EA	150.00	6,900.00
4" Sewer Service with cleanouts	348	EA	585.00	203,580.00
Connect to Existing Sewer Stub	2	EA	1,800.00	3,600.00
Trench Safety	12,640	LF	1.00	12,640.00
Post Construction CCTV	12,640	LF	1.75	22,120.00
TOTAL SEWER				\$925,840.00

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	360	LF	53.00	19,080.00
21" RCP	150	LF	57.00	8,550.00
24" RCP	1,050	LF	67.00	70,350.00
30" RCP	1,610	LF	85.00	136,850.00
36" RCP	50	LF	109.00	5,450.00
42" RCP	250	LF	146.00	36,500.00
48" RCP	550	LF	176.00	96,800.00
54" RCP	600	LF	177.00	106,200.00
4'x4' Drop Inlet	2	EA	4,000.00	8,000.00
10' Std. Curb Inlet	18	EA	4,000.00	72,000.00
15' Std. Curb Inlet	8	EA	5,100.00	40,800.00
20' Std. Curb Inlet	6	EA	6,000.00	36,000.00
4' Square Stormwater Manhole	2	EA	4,500.00	9,000.00
5' Square Stormwater Manhole	1	EA	5,500.00	5,500.00
6' Square Stormwater Manhole	1	EA	6,500.00	6,500.00
24" Headwall	1	EA	2,000.00	2,000.00
30" Headwall	3	EA	3,500.00	10,500.00
36" Headwall	1	EA	4,250.00	4,250.00
42" Headwall	1	EA	4,750.00	4,750.00
54" Headwall	2	EA	6,250.00	12,500.00
Trench Safety	4,620	LF	1.00	4,620.00
Rip Rap	160	SY	90.00	14,400.00
Inlet/SDMH Protectors	34	EA	130.00	4,420.00
Onsite Channel (Concrete)	2,700	SF	7.50	20,250.00
TOTAL STORM				\$735,270.00

PID DIRECT

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6" Conc Pavement w/ 31' B-B	40,700	SY	38.00	1,546,600.00
6" Lime Stabilized Subgrade	44,800	SY	3.20	143,360.00
*Hydrated Lime (36#/SY)	810	TONS	164.00	132,840.00
4', 4" Conc. Sidewalk	3,240	SF	5.75	18,630.00
B/F Ramps	12	EA	1,525.00	18,300.00
Curlex	22,500	LF	1.00	22,500.00
Standard Street Header	31	LF	25.00	775.00
Standard Street Barricade	31	LF	25.00	775.00
TOTAL PAVING				\$1,883,780.00

STREET LIGHTS & SIGNS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture (at intersections)	28	EA	3,000.00	84,375.00
Sign Posts/Street Name Blades	6	EA	550.00	3,300.00
TOTAL STREET LIGHTS & SIGNS				\$87,675.00

SCREENING WALLS & ENTRY MONUMENTS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6' Brick Thinwall	2,050	LF	100.00	205,000.00
Entry Feature	4	EA	35,000.00	140,000.00
TOTAL SCREENING WALLS & ENTRY MONUMENTS				\$345,000.00

LANDSCAPING & IRRIGATION				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Water Service 2" Irrigation Line	8	EA	2,400.00	19,200.00
2-4" PVC Irrigation Sleeve - Schedule 40 (Street Intersections)	320	LF	18.00	5,760.00
Landscape	1	LS	25,000.00	25,000.00
Miscellaneous Mowing, Cleanup & Haul-Off	1	LS	10,000.00	10,000.00
TOTAL LANDSCAPING & IRRIGATION				\$59,960.00

PRIVATE

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	61.3	AC	2,500.00	153,250.00
Excavation (2 foot Cut)	226,900	CY	2.50	567,250.00
Rough Lot Grading	348	LOT	200.00	69,600.00
Final Lot Grading	348	LOT	110.00	38,280.00
Silt Fence	10,090	LF	1.50	15,135.00
Rock Check Dam	6	EA	1,000.00	6,000.00
Construction Entrance	2	EA	2,000.00	4,000.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EARTHWORK				\$858,515.00

65% of private earthwork not associated with streets

\$558,034.75

RETAINING WALLS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
2' Retaining Wall	2,890	LF	50.00	144,500.00
3' Retaining Wall	300	LF	65.00	19,500.00
4' Retaining Wall	890	LF	82.00	72,980.00
5' Retaining Wall (Structural)	50	LF	100.00	5,000.00
6' Retaining Wall (Structural)	440	LF	120.00	52,800.00
8' Retaining Wall (Structural)	270	LF	165.00	44,550.00
TOTAL RETAINING WALLS				\$339,330.00



OPINION OF PROBABLE COST
CENTURION AMERICAN - REMAINDER SHERLEY 554
City of Anna, Collin County, Texas

554	TOTAL LOTS
142.0	SINGLE FAMILY ACRES
19.1	THOROUGHFARE ACRES
11.9	COLLECTOR ACRES
22,280	LOCAL LENGTH OF STREETS (FT)
16,270	COLLECTOR LENGTHS (FT)

Project Number:	CEN18001
Prepared For:	CENTURION AMERICAN
Date:	April 30, 2020
File Name:	REMAINDER SHERLEY 554 OPC
Prepared by:	TJW
Checked by:	CAL

CONSTRUCTION COSTS

SUMMARY	MI Costs	PID Costs	Private Costs	Total Costs
DESCRIPTION				
1 - Earthwork	\$369,410	\$596,830	\$1,108,398	\$2,074,638
2 - Retaining Walls	\$0	\$0	\$1,425,085	\$1,425,085
3 - Water	\$1,286,889	\$1,599,121	\$0	\$2,886,010
4 - Sanitary Sewer	\$0	\$1,682,193	\$0	\$1,682,193
5 - Storm	\$1,581,895	\$1,267,660	\$0	\$2,849,555
6 - Paving	\$3,446,675	\$3,576,419	\$0	\$7,023,093
7 - Street Lights & Signs	\$151,150	\$180,700	\$0	\$331,850
8 - Screen Walls & Entry Monument	\$0	\$967,500	\$0	\$967,500
9 - Landscaping and Irrigation	\$0	\$103,400	\$0	\$103,400
10 - Amenities	-	-	-	\$0
11 - District Formation	-	-	-	\$0
TOTAL CONSTRUCTION COSTS	\$6,836,019	\$9,973,822	\$2,533,483	\$19,343,323

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	TOTAL
Engineering & Surveying (12% of items 1-6 above)	1	LS	\$802,184	\$1,046,667	\$133,008	\$1,981,859
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$6,000	\$6,000	\$21,000
Preliminary Platting Fee (\$325 + \$5/LOT)	1	LS	\$3,095	\$0	\$0	\$3,095
Final Platting Fee (\$325 + \$5/LOT)	1	LS	\$3,095	\$0	\$0	\$3,095
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$126,310	\$162,510	\$0	\$288,820
Engineering Review Fee	1	LS	\$2,500	\$0	\$0	\$2,500
Inspection Fee	4%	%	\$273,440	\$398,950	\$101,340	\$773,730
Geotechnical Testing (10% of Earthwork)	10%	%	\$36,940	\$59,680	\$110,840	\$207,460
12 - TOTAL MISC. COSTS			\$1,256,564	\$1,673,807	\$351,188	\$3,281,559

SUMMARY

Construction Costs			\$6,836,019	\$9,973,822	\$2,533,483	\$19,343,323
Miscellaneous Costs			\$1,256,564	\$1,673,807	\$351,188	\$3,281,559
13 - Contingency Costs	5%		\$404,629	\$582,381	\$144,234	\$1,131,244
NET PROJECT COSTS			\$8,497,210	\$12,230,010	\$3,028,900	\$23,756,130

Per Acre:	\$167,297
Per Lot:	\$42,881

By/Checked	Description	Date	Previous Cost
TJW/CAL	Original Estimate	8/6/2019	\$ 28,536,800
CAL	Revised layout removing Sherley 348 costs	8/19/2019	\$ 14,194,230
CAL	Revised Unit Prices per CA, 4% insp. Fee	10/15/2019	\$ 16,019,590
MPP	Checked/revised cell formulas	11/26/2019	\$ 17,488,410
MPP	Deleted 30" & 12" MI sewer	4/30/2020	\$ 24,288,850

GENERAL NOTES (PAGE 1)

- 1) This estimate is based on the land plan prepared by Peloton Land Solutions dated 7/18/19. Actual quantities will be determined at the conclusion of the final construction plans.
- 2) Earthwork quantities do not include costs for rock excavation. 2' of cut across the entire site was used for the purposes of determining earthwork. A preliminary geotechnical was not cross referenced for this task
- 3) Sidewalks adjacent to residential lots are excluded from the cost estimate. Sidewalks are assumed to be constructed by the home builder, except to where adjacent to park detention or open space. ADA ramps are required to be built by the developer and are included in this estimate.
- 4) All fees need to be verified by the City of Anna.
- 5) Fees listed for Platting, Engineering, SWPPP, etc., are based on the assumption the entire project is developed in one phase.
- 6) This estimate has been modified to reflect City of Anna being responsible for constructing the Hurricane Creek sanitary sewer lines (Projects D & E) as shown on the Conceptual Alignment Exhibit dated May 2018. No costs for this construction are contained within this estimate.
- 7) Impact fees and Park fees are not included in this estimate.
- 8) Franchise costs are not included in this estimate.
- 9) This estimate does not include costs for tree mitigation.
- 10) Costs for exposed beams have been excluded from this estimate.
- 11) The lot grading assumptions are as follows: The use of a maximum 1' exposed beam, a maximum backyard slope of 10:1, 1% minimum grade, and a 3:1 maximum slope of side yards.
- 12) This estimate does not include moisture conditioning. Should it be necessary, the actual cost would be dependent on the final geotechnical report. No street moisture conditioning was included in this estimate.
- 13) Cost estimate does not include costs for detention. A preliminary downstream analysis has not been conducted. This cost estimate assumes Oncor will allow for utility crossings within their easement
- 14) This cost estimate assumes for the 12" offsite waterline to be looped into an existing waterlines at the north ends of Standridge Blvd. and Shadybrook Trail, as constructed with Sherley Tract, Phase 1
- 15) Cost estimate does not include acquiring offsite easements for 30" sanitary sewer, 12" water or ROW for Standridge Blvd.
- 16) Rosemond Pkwy. at gas and electric easements will need approval for non-90 degree crossings.
- 17) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, rock excavation, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 18) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.

MI COSTS

OFFSITE EXCAVATION (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	31.00	AC	2,500.00	77,500.00
Excavation (2 foot Cut)	100,100	CY	2.50	250,250.00
Silt Fence	24,440	LF	1.50	36,660.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EXCAVATION				\$369,410.00

OFFSITE WATER (ALONG ROSAMOND PKWY. AND US 75)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" PVC Water Line (along Rosamond Pkwy and US 75)	10,170	LF	45.00	457,650.00
12" Jack and Bore (TxDOT Crossing)	800	LF	500.00	400,000.00
8" PVC Water Line	5,050	LF	24.00	121,200.00
8" Jack and Bore (Creek Crossing)	150	LF	375.00	56,250.00
12" Gate Valve & Box	20	EA	2,400.00	48,000.00
8" Gate Valve & Box	37	EA	1,400.00	51,800.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	15	EA	4,200.00	63,000.00
Cast Iron Fittings	8	TN	6,000.00	48,600.00
Concrete Blocking - Type B	24	CY	150.00	3,645.00
Connect to Existing Water Stub	2	EA	750.00	1,500.00
Trench Safety	16,020	LF	1.00	16,020.00
Testing (Excluding Geotech)	16,020	LF	1.20	19,224.00
TOTAL OFFSITE WATER				\$1,286,889.00

OFFSITE SANITARY SEWER MAIN (ALONG HURRICANE CREEK SOUTH TO FM 455)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
30" Sanitary Sewer Main (PS115, ASTM F679)	1,160	LF		0.00
12" Sanitary Sewer Main (SDR-35)	3,300	LF		0.00
6' Dia. Manhole w/ epoxy coating	3	EA		0.00
5' Dia. Manhole w/ epoxy coating	8	EA		0.00
Manhole - Vacuum test	11	EA		0.00
Connect to Existing Sewer Stub	1	EA		0.00
Trench Safety	4,460	LF		0.00
Post Construction CCTV	4,460	LF		0.00
TOTAL SEWER				\$0.00

STORM (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	670	LF	53.00	35,510.00
21" RCP	1,535	LF	57.00	87,495.00
24" RCP	1,325	LF	67.00	88,775.00
27" RCP	525	LF	75.00	39,375.00
30" RCP	225	LF	85.00	19,125.00
36" RCP	225	LF	109.00	24,525.00
42" RCP	1,755	LF	146.00	256,230.00
48" RCP	180	LF	176.00	31,680.00
5'x3' RCB	725	LF	240.00	174,000.00
6'x3' RCB	250	LF	360.00	90,000.00
7'x4' RCB	75	LF	440.00	33,000.00
3-8'x5' RCB	100	LF	1,325.00	132,500.00
4-8'x6' RCB	100	LF	1,700.00	170,000.00
10' Std. Curb Inlet	22	EA	4,000.00	88,000.00
15' Std. Curb Inlet	12	EA	5,100.00	61,200.00
20' Std. Curb Inlet	4	EA	6,000.00	24,000.00
6' x 6' Junction Box	7	EA	7,500.00	52,500.00
27" Headwall	2	EA	3,000.00	6,000.00
42" Headwall	1	EA	4,750.00	4,750.00
48" Headwall	1	EA	5,850.00	5,850.00
6'x3' Headwall	1	EA	6,500.00	6,500.00
7'x4' Headwall	1	EA	7,250.00	7,250.00
3-8'x5' Headwall	2	EA	20,000.00	40,000.00
4-8'x6' Headwall	2	EA	27,500.00	55,000.00
Trench Safety	7,690	LF	1.00	7,690.00
Rip Rap	225	SY	90.00	20,250.00
Inlet/SDMH Protectors	38	EA	130.00	4,940.00
Onsite Channel (Concrete)	2,100	SF	7.50	15,750.00
TOTAL STORM				\$1,581,895.00

MI COSTS

OFFSITE PAVING (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Conc Pavement w/ 1 - 25' B-B - STANDRIDGE BLVD.	4,722	SY	48.00	226,656.00
8" Conc Pavement w/ 2 - 25' B-B - ROSAMOND PKWY.	38,445	SY	48.00	1,845,360.00
8" Conc Pavement w/ 40' B-B - N/S COLLECTORS	16,000	SY	48.00	768,000.00
6" Lime Stabilized Subgrade	65,084	SY	3.20	208,267.84
*Hydrated Lime (36#/SY)	1,180	TONS	164.00	193,520.00
4', 4" Conc. Sidewalk	22,740	SF	5.65	128,481.00
Curlex	24,440	LF	1.00	24,440.00
B/F Ramps	30	EA	1,525.00	45,750.00
Standard Street Header	124	LF	25.00	3,100.00
Standard Street Barricade	124	LF	25.00	3,100.00
TOTAL PAVING				\$3,446,674.84

STREET LIGHTS & SIGNS (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 2 Fixtures (400' spacing)	18	EA	5,000.00	90,000.00
Street Light - 1 Fixture (at intersections)	6	EA	3,000.00	18,000.00
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	3,600	LF	10.00	36,000.00
Sign Posts/Street Name Blades	13	EA	550.00	7,150.00
TOTAL STREET LIGHTS & SIGNS				\$151,150.00

PID DIRECT

OFFSITE EXCAVATION (STANDRIDGE BLVD., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
35% of private earthwork cost associated with streets				\$596,829.63

ONSITE WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	25,405	LF	24.00	609,720.00
8" Gate Valve & Box	87	EA	1,400.00	121,800.00
1" Water Service - Residential	554	EA	875.00	484,750.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	57	EA	4,200.00	239,400.00
Sampling Station	1	EA	5,000.00	5,000.00
Cast Iron Fittings	13	TN	6,000.00	76,800.00
Concrete Blocking - Type B	38	CY	150.00	5,760.00
Trench Safety	25,405	LF	1.00	25,405.00
Testing (Excluding Geotech)	25,405	LF	1.20	30,486.00
TOTAL WATER				\$1,599,121.00

SANITARY SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	21,510	LF	35.00	752,850.00
4' Dia. Manhole w/ epoxy coating	90	EA	5,100.00	459,000.00
5' Dia. Manhole w/ epoxy coating	7	EA	8,050.00	56,350.00
Manhole - Vacuum test	97	EA	150.00	14,550.00
4" Sewer Service with cleanouts	554	EA	585.00	324,090.00
Connect to Existing Sewer Stub	9	EA	1,800.00	16,200.00
Trench Safety	21,510	LF	1.00	21,510.00
Post Construction CCTV	21,510	LF	1.75	37,642.50
TOTAL SEWER				\$1,682,192.50

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	1,385	LF	53.00	73,405.00
21" RCP	1,320	LF	57.00	75,240.00
24" RCP	1,905	LF	67.00	127,635.00
27" RCP	925	LF	75.00	69,375.00
30" RCP	2,630	LF	85.00	223,550.00
36" RCP	430	LF	109.00	46,870.00
42" RCP	500	LF	146.00	73,000.00
48" RCP	170	LF	176.00	29,920.00
10' Std. Curb Inlet	56	EA	4,000.00	224,000.00
15' Std. Curb Inlet	27	EA	5,100.00	137,700.00
20' Std. Curb Inlet	8	EA	6,000.00	48,000.00
5' x 5' Junction Box	4	EA	6,500.00	26,000.00
21" Headwall	1	EA	1,750.00	1,750.00
24" Headwall	2	EA	2,000.00	4,000.00
30" Headwall	5	EA	3,500.00	17,500.00
36" Headwall	1	EA	4,250.00	4,250.00
42" Headwall	1	EA	4,750.00	4,750.00
48" Headwall	1	EA	5,850.00	5,850.00
Trench Safety	9,265	LF	1.00	9,265.00
Rip Rap	250	SY	90.00	22,500.00
Inlet/SDMH Protectors	95	EA	130.00	12,350.00
Onsite Channel (Concrete)	4,100	SF	7.50	30,750.00
TOTAL STORM				\$1,267,660.00

PID DIRECT

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6" Conc Pavement w/ 31' B-B	76,742	SY	38.00	2,916,196.00
6" Lime Stabilized Subgrade	84,500	SY	3.20	270,400.00
*Hydrated Lime (36#/SY)	1,530	TONS	164.00	250,920.00
4', 4" Conc. Sidewalk	6,850	SF	5.65	38,702.50
B/F Ramps	64	EA	1,525.00	97,600.00
Curlex	2,600	LF	1.00	2,600.00
TOTAL PAVING				\$3,576,418.50

STREET LIGHTS & SIGNS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture (at intersections)	54	EA	3,000.00	162,000.00
Sign Posts/Street Name Blades	34	EA	550.00	18,700.00
TOTAL STREET LIGHTS & SIGNS				\$180,700.00

SCREENING WALLS & ENTRY MONUMENTS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6' Brick Thinwall	6,875	LF	100.00	687,500.00
Entry Feature	8	EA	35,000.00	280,000.00
TOTAL SCREENING WALLS & ENTRY MONUMENTS				\$967,500.00

LANDSCAPING & IRRIGATION				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Water Service 2" Irrigation Line	15	EA	2,400.00	36,000.00
2-4" PVC Irrigation Sleeve - Schedule 40 (Street Intersections)	1,800	LF	18.00	32,400.00
Landscape	1	LS	25,000.00	25,000.00
Miscellaneous Mowing, Cleanup & Haul-Off	1	LS	10,000.00	10,000.00
TOTAL LANDSCAPING & IRRIGATION				\$103,400.00

PRIVATE

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	142.0	AC	2,500.00	355,000.00
Excavation (2 foot Cut)	458,200	CY	2.50	1,145,500.00
Rough Lot Grading	554	LOT	200.00	110,800.00
Final Lot Grading	554	LOT	110.00	60,940.00
Silt Fence	9,325	LF	1.50	13,987.50
Rock Check Dam	10	EA	1,000.00	10,000.00
Construction Entrance	2	EA	2,000.00	4,000.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EARTHWORK				\$1,705,227.50
65% of private earthwork not associated with streets				\$1,108,397.88

RETAINING WALLS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
2' Retaining Wall	12,510	LF	50.00	625,500.00
4' Retaining Wall	5,405	LF	82.00	443,210.00
6' Retaining Wall (Structural)	1,830	LF	120.00	219,600.00
8' Retaining Wall (Structural)	425	LF	165.00	70,125.00
10' Retaining Wall (Structural)	310	LF	215.00	66,650.00
TOTAL RETAINING WALLS				\$1,425,085.00

Exhibit C
CONCEPT PLAN

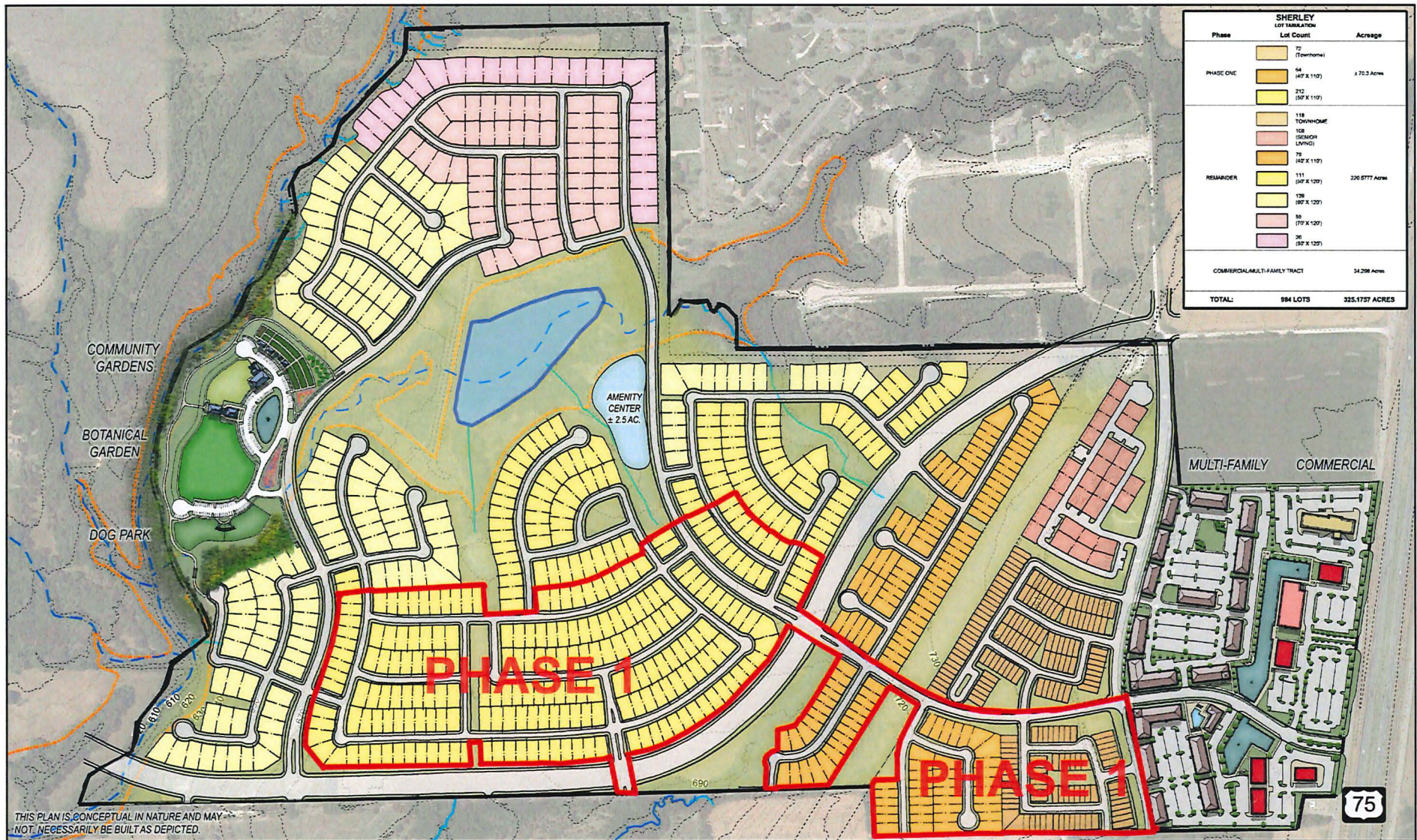


Exhibit C-1
AMENITY CENTER CONCEPT PLAN

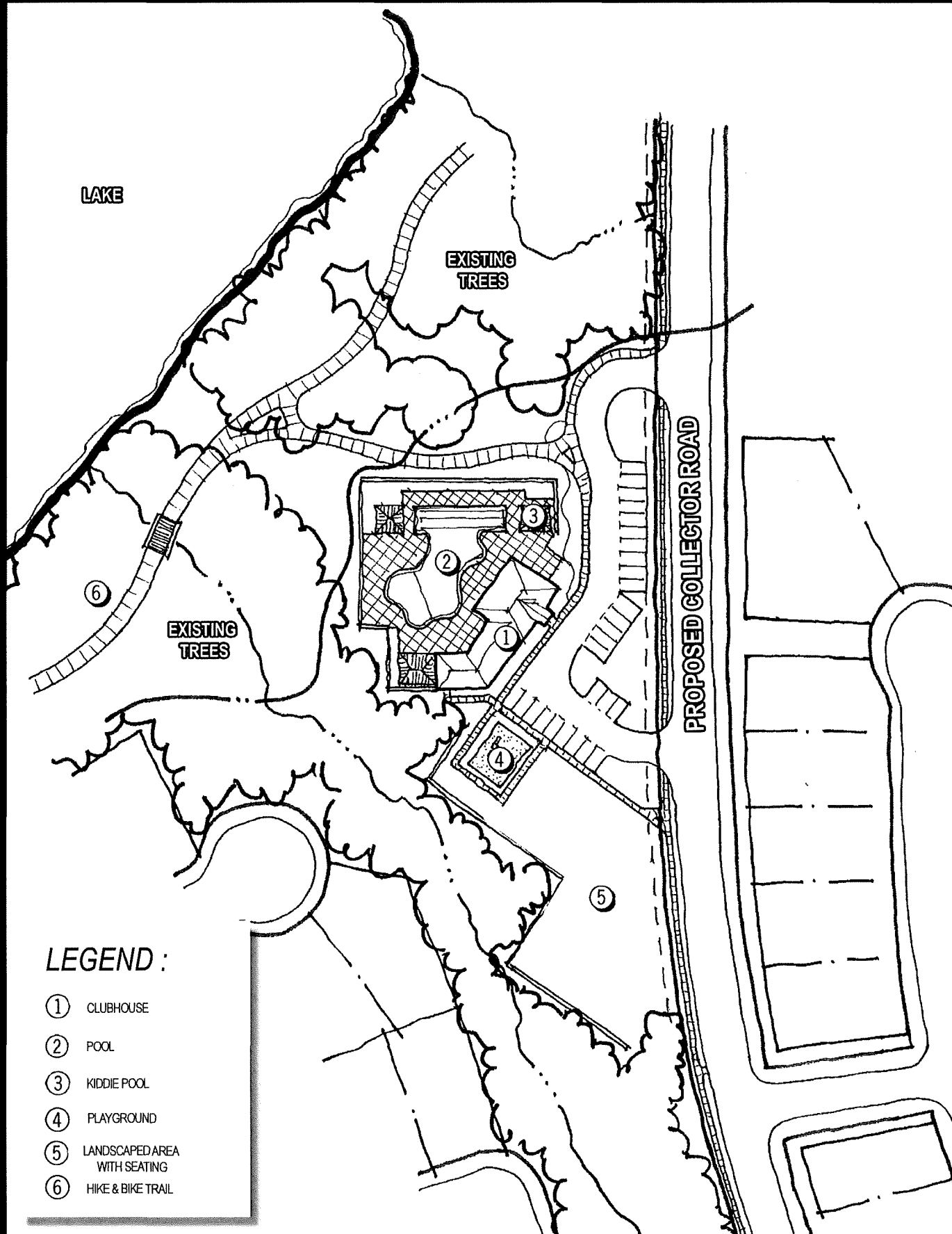


Exhibit C-2
NEIGHBORHOOD TRAIL PLAN

NOTE:
THIS PLAN IS CONCEPTUAL IN NATURE AND MAY
NOT NECESSARILY BE BUILT AS DEPICTED.

TRAILS TO BE CONSTRUCTED IN PHASES CONCURRENT
WITH ADJACENT RESIDENTIAL DEVELOPMENT.

THE ULTIMATE LOCATION OF TRAILS SHALL BE
DETERMINED DURING THE FINAL DESIGN PROCESS.

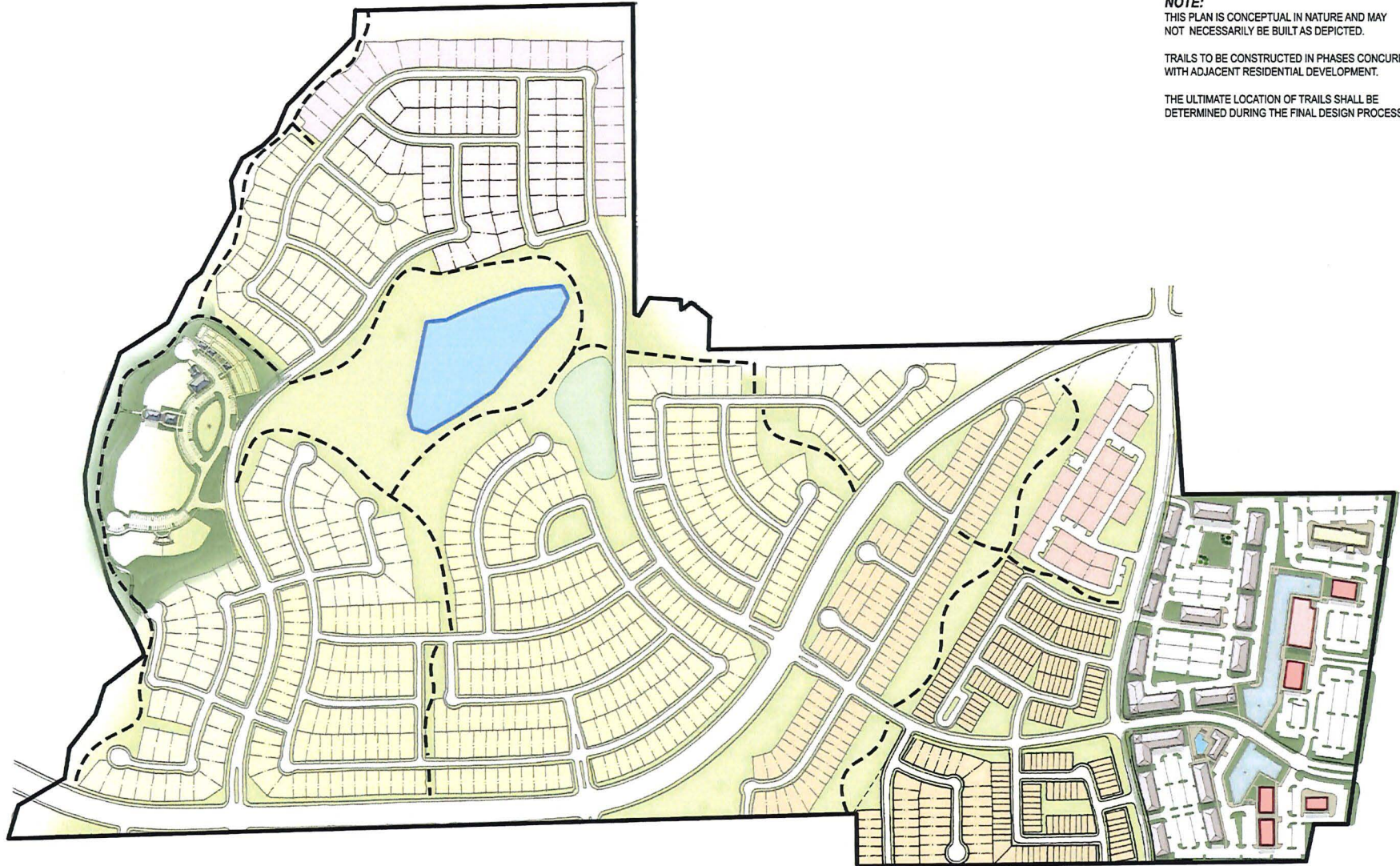


EXHIBIT C-2
ANNA, TEXAS

Exhibit D
DEVELOPMENT STANDARDS

Exhibit D Development Standards

The permitted uses and standards for the Single Family Development located partially within the extraterritorial jurisdiction (the "ETJ") of the City and located partially within the city limits of the City shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, SF-60 Single-Family Residence District, SF-72 Single-Family Residence District, and SF-84 Single-Family Residence District zoning districts and applicable City Regulations including without limitation the City's Planning and Development Regulations. (Deletions are indicated in strikethrough text.)

Disclaimer: Ordinance modifications are specifically related to the land area associated with this Subdivision Improvement Agreement and shall not apply to any additional areas within or outside of the city limits.

ARTICLE 9.04 ZONING ORDINANCE

1. Sec. 9.04.004 Definitions

Quadplex: Single-story residential building with a maximum of four dwelling units per building. These buildings will be specifically designated as age-restricted (55+) as established and recorded in the Covenants, Conditions, and Restrictions (CCR's). Each dwelling unit will have a distinct ingress/egress and garage. Driveways can be shared between adjacent garages.

2. Sec. 9.04.015 SF-TH Townhome District

(b) Permitted uses.

(1) Residential buildings containing townhome units.

(2) Quadplex dwelling units with age restrictions to be established and recorded in the Covenants, Conditions, and Restrictions (CCR's).

(3) Other uses as allowed in the TF zone.

3. Sec. 9.04.034 Supplementary district regulations

(d) Waiver of strict compliance with masonry requirements. An existing or proposed use that includes or is proposed to include one or more buildings with exterior walls that are normally constructed with materials that are consistent with regionally or nationally recognized commercial brand architectural design shall not apply to the city council for a full or partial waiver of any masonry requirement that applies to such exterior walls. ~~The city council by ordinance may grant such a full or partial waiver if:~~

(1) ~~The city council finds that the design will not negatively impact the surrounding properties; and~~

~~(2) The request is deemed by the city council to be appropriate and desirable for the overall design and direction of the city and not directly in conflict with the city's comprehensive zoning plan.~~

(e) Residential architectural standards.

(1) House repetition.

(A) Within residential developments, single-family homes with substantially identical exterior elevations can only repeat every three (3) lots when fronting the same right-of-way including both sides of the street.

(3) Garages. On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) only lots developed as SF-TH, SF-TH-SR, SF-Z and SF-60 may be over 60% of the total frontage width of a house whether or not swing drives ("J" drives) are used. Porches or columns are not considered part of the front elevation of the primary living area.

(4) Building articulation. At least three (3) facade articulation techniques are required on each single-family home to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.

(A) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)

(B) Balconies;

(C) Shutters;

(D) Bay windows;

(E) Masonry chimney(s);

(F) Double-entry door(s);

(G) Covered Entry(ies);

(H) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(I) The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

(J) Front porch of at least 40 square feet.

(K) The installation of at least two (2) coach lights.

(L) Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(M) Divided light windows in front is an acceptable technique for building façade articulation.

(N) All garages must also incorporate wood clad (or equivalent) garage doors or wood composite doors and contain at least two of the following enhancements:

- i. Two single garage doors (in lieu of double doors);
- ii. Decorative windows;
- iii. Decorative hardware;
- iv. Garage door recessed a minimum of 12 inches from the garage face; or
- v. Cast stone surround.

(6) All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(7) Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

- (A) Earth tone colored stained concrete;
- (B) Stamped/patterned concrete;
- (C) Brick, stone, or concrete pavers;
- (D) Salt-finished concrete;
- (E) Washed aggregate

(8) All fences on a residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	SF-84	SF-72	SF-60	SF-Z	SF-TH	SF-TH (Quadplex)
Maximum height (feet)	35	35	35	35	35	35
Side yard, interior (feet)	5	5	5	0/5	0/5	0/5
Side yard, corner lot, street side (feet) (c)	10	10	10	10	10	10
Rear yard (feet) (d)	10	10	10	10	10	10
Front yard (feet)	25	25	25	20	20	20
Lot area (feet)	8,400	7,200	6,000	4,000	2000 per unit	2000 per unit
Min. lot width (feet)	70	60	50	40	20	20
Min. lot depth (feet) (e)	120	110	100	100	80	80
Max. lot coverage (%)	55%	55%	55%	85%	70%	70%
Building size (square feet)	1800	1800	1600	1200	900	900
Masonry* (%)	60%	60%	60%	60%	60%	60%
Lot/Unit Count per Concept Plan	81	139	323	143	190	108
Maximum Lot/Unit Count (+5%)	85	145	340	150	200	115
Minimum Lot/Unit Count (-5%)	77	132	305	135	180	100

* Brick or rock veneer; see also section 9.04.034(e)(6).

**If there are conflicts between the Appendix 1 Area Regulations and City Regulations, Appendix 1 shall supersede.

(c) 45 feet where adjacent to single-family or duplex residential district.

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) Minimum lot depth may be reduced to 110' for SF-84 lots in cul-de-sacs and knuckles.

5. APPENDIX 2. SCHEDULE OF USES

Type of Use	Def *	AG	SF -E	SF -1	SF - 84	SF - 72	SF - 60	SF -Z	SF - TH	MH -1	MH -2	TF	MF -1	MF -2	C- 1	NC	C- 2	CBRD	C- 3	O- 1	I- 1	I- 2
Quadplex	3.1.30								Y													

6. APPENDIX 3. DESCRIPTIONS/DEFINITIONS OF USES

3.1.30 Quadplex: Single-story residential building with a maximum of four dwelling units per building. These buildings will be specifically designated as age-restricted (55+) as established and recorded in the Covenants, Conditions, and Restrictions (CCR's). Each dwelling unit will have a distinct ingress/egress and garage. Driveways can be shared between adjacent garages.

ARTICLE 9.06 LANDSCAPE REGULATIONS

7. Sec. 9.06.006 Minimum landscaping requirements

(p) ~~For all single-family and duplex parcels, builders shall be required to plant two large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. At least one of the trees shall be located in the front yard. Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.~~

(q) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, duplex, and town home lots, and single-story quadplex buildings. ~~At least one of the trees must be placed in the front yard of the lot.~~ The following minimum standards apply:

Single-Family Residential - 84 (SF-84)	2 trees
Single-Family Residential - 72 (SF-72)	2 trees
Single-Family Residential - 60 (SF-60)	2 trees
Single-Family Residential - Zero Lot Line (SF-Z)	1 tree
Single-Family Residential- Town Home (SF-TH)	1 tree

Trees in the SF-Z, and SF-TH lots shall be planted in either the front or rear yard at the builder's discretion. For SF-60, SF-72 and SF-80 lots; at least one tree must be planted in the front yard. ~~Only tree species listed in Section 9.07 Appendix 2, Overstory (Shade) Trees will be required to satisfy these Standards.~~ All large trees required above will be planted prior to issuance of the certificate of occupancy on the dwelling.

8. Sec. 9.06.007 Setbacks

(d) For all residential parcels, a minimum 15'-wide tract to be owned and maintained by a homeowners' association will be required adjacent to all sides of major thoroughfares and a 10' wide tract adjacent to minor thoroughfares with an ultimate

right-of-way width of 60 feet or greater. This landscaped buffer area shall consist of trees, turf, or other living ground cover shall be provided adjacent to and outside of the rights- of-way. The buffer shall contain a minimum of one three-inch caliper large canopy tree for every 75 linear feet of roadway. Required trees may be clustered.

ARTICLE 9.07 TREE PRESERVATION

9. Sec. 9.07.002 Definitions

Aerial Photography mean the taking of photographs from an aircraft or other flying object.

Remove:

- ☐ ~~Protected tree means a quality tree with a trunk six inches or greater in caliper at four feet six inches above the ground. The caliper of a multi-trunk tree shall be determined by adding the total caliper of the largest trunk to one-half the caliper of each additional trunk.~~
- ☐ ~~Quality tree means a tree species which typically has significant positive characteristics worthy of preservation, as listed in this article (see appendix 1 at the end of this article).~~
- ☐ ~~Specimen tree means a tree which has been determined by the city to be of high value because of its type, size, or other specific criteria. Generally, specimen trees are trees having 24" trunk caliper at a point 4.5 feet above ground level but other criteria may also be utilized.~~
- ☐ ~~Tree survey means a plan drawing that identifies the location of protected trees and contains the information required to be set forth within this article. The tree survey shall be prepared by an arborist, a licensed surveyor, a licensed landscape architect, or other qualified person approved by the landscape administrator. For projects of limited scope, the landscape administrator may approve a tree survey prepared by a non-professional if complete and accurate information is provided.~~

10. Sec. 9.07.008 Tree preservation permit submittal and review

(b) An application for a tree permit shall include these required documents:

(2) ~~A tree survey at the same scale as the site plan or preliminary plat with building pad, pavement areas, and other construction features that will disturb the land indicated.~~ An aerial photography canopy map accompanied by a transparent plan of the development at the same. Photography showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered will be provided, the aerial photograph will also include an outline of the existing tree canopy area on the property and the calculated area (square feet or acres) of the

existing canopy coverage. The ~~tree survey~~ aerial photograph canopy map shall include the following information:

- (A) Name and phone number of the person who prepared the survey;
- (B) Property lines with dimensions;
- (C) Engineering scale (same scale as the preliminary plat);
- (D) Location of all rights-of-way and easements (existing and proposed);
- (E) Location of all buildings, structures, pools, parking and vehicular maneuvering area, utilities, sidewalks, and other improvements (existing and proposed);
- (F) Location of FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback easement;
- (G) Any proposed non-disturbance area;
- (H) ~~Identifying numbers for all trees of two inches or greater DBH;~~
- (I) ~~The common and botanical name of all trees with identifying numbers;~~
- (J) ~~Caliper size of all trees six inches or greater DBH; and~~
- (K) ~~Location of all trees not included in a non-disturbance area that are to be preserved.~~
- (H) Showing tree canopy, not included in a non-disturbance area, that are to be preserved.

(d) A tree preservation plan shall be submitted showing existing tree canopy to remain, existing tree canopy to be removed, and replacement trees with type, location, number and size of replacement trees indicated. The tree preservation plan information may be included on the aerial photograph if all information can be clearly delineated.

- b. Trees planted to provide canopy coverage will be credited at its canopy coverage at normal maturity. These credits are as follows:
 - Large canopy tree with typical crown width of fifty (50) feet in diameter two thousand (2,000) square feet;
 - Medium canopy tree with typical crown width of thirty (30) feet in diameter seven hundred (700) square feet;

- Small canopy tree with typical crown width of ten (10) feet in diameter one hundred (100) square feet.

Tree replacement canopy will be provided for up to 25% of the tree canopy removed from the site [9.07.011(l) and 9.07.013 (B-E)];

The 34.3± acres in-city portion of the property intended to be developed as commercial uses and multiple-family residences with modified standards shall be developed as conceptually described and illustrated on Exhibit C (the "Concept Plan"). The Concept Plan may be amended from time to time with approval from the City's Planning & Zoning Commission and the City Council. Prior to any building permit being issued, a Preliminary Plat, Site Plan, and Final Plat shall be approved by the City Council.

DEVELOPMENT STANDARDS.

The Property Owner and Developer agree to comply and to cause all builders and any other successors or assigns to comply with the following:

- A. Development and use of the Property shall be in accordance with this Agreement and the Zoning Ordinance. In the event of a conflict between this Agreement and the Zoning Ordinance, this Agreement controls. This Agreement shall run with the land and shall be binding on all future owners of the Property to the extent of their ownership. This Agreement may be recording in the official property records of Collin County, Texas.
- B. Upon approval of the City Council to rezone the property, if such approval shall be given, development shall adhere to the Planned Development-General Commercial District (PD-C-2) zoning district standards as established by the approved zoning.
- C. Design Standards (Multiple-Family Residence):
 - 1) Masonry (Brick/Rock veneer): Eighty (80) percent for the first three stories, and Seventy (70) percent for the fourth story.
 - 2) Roof materials for buildings and structures must be architectural roof shingles.
 - 3) Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
 - 4) Two architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but is not limited to:
 - i. Articulation of building façade
 - ii. Extensions to the building through covered porches, bay or box windows, and other similar features projecting out from the façade
 - iii. A horizontal change in building materials between stories of a building
 - iv. Variation in building materials between vertical intervals

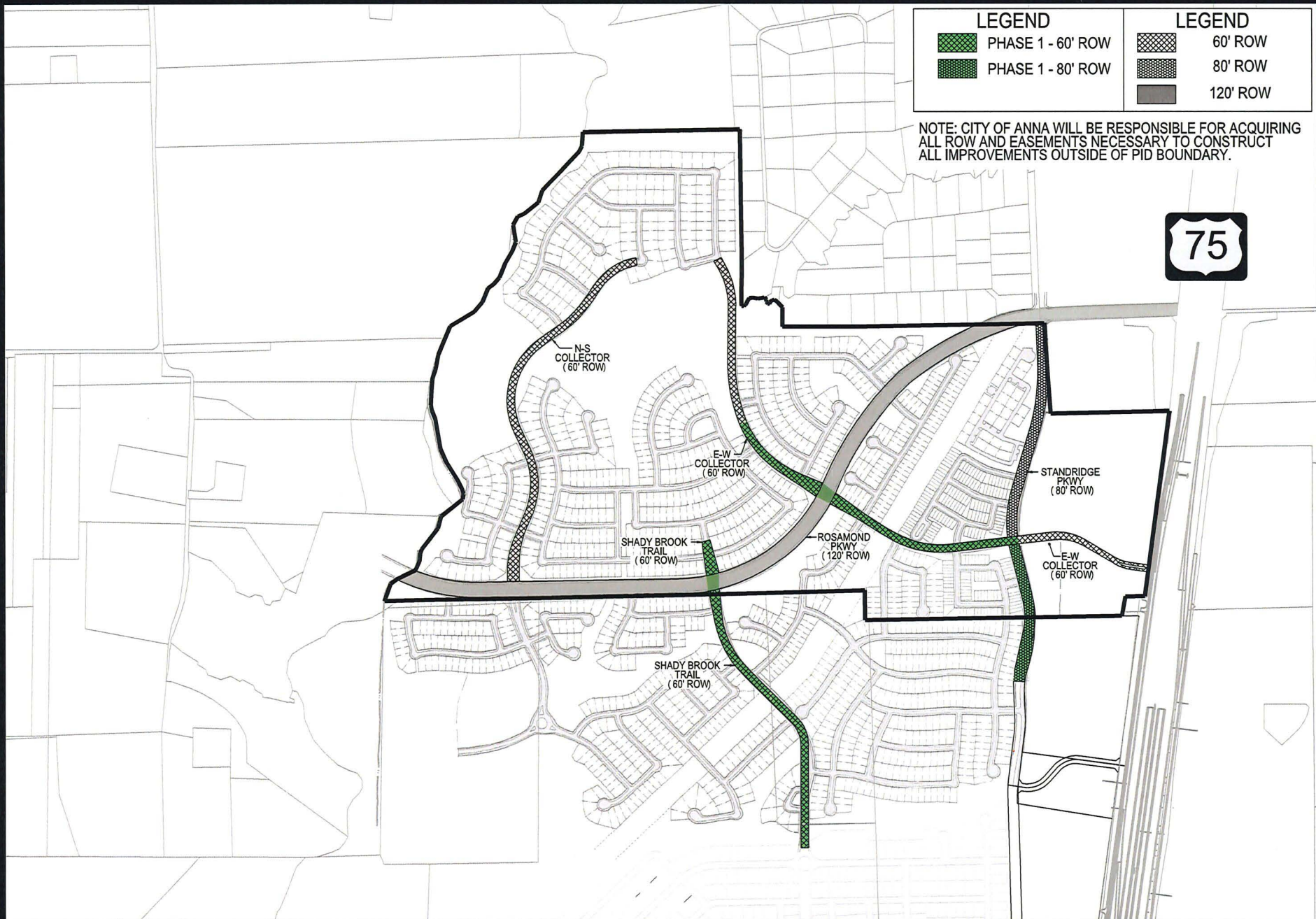
- v. Variations in window placement
- vi. Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details
- vii. Other similar design features

- 5) Architectural detailing, horizontal off-sets and other features shall be provided on all sides of the building to avoid blank walls and large, monolithic masses.
- 6) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.
- 7) The masonry and other building material and methodology requirements and all other requirements set forth in this Agreement are strict requirements of this Agreement, and any failure to fully adhere to same shall be a material breach of this Agreement.

D. Design Standards (Commercial Uses):

- 1) Masonry (Brick/Rock veneer/Stone masonry): 70 percent minimum for each building (excluding doors, door frames, windows, and window frames).
- 2) Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the city council after recommendation from the planning and zoning commission.

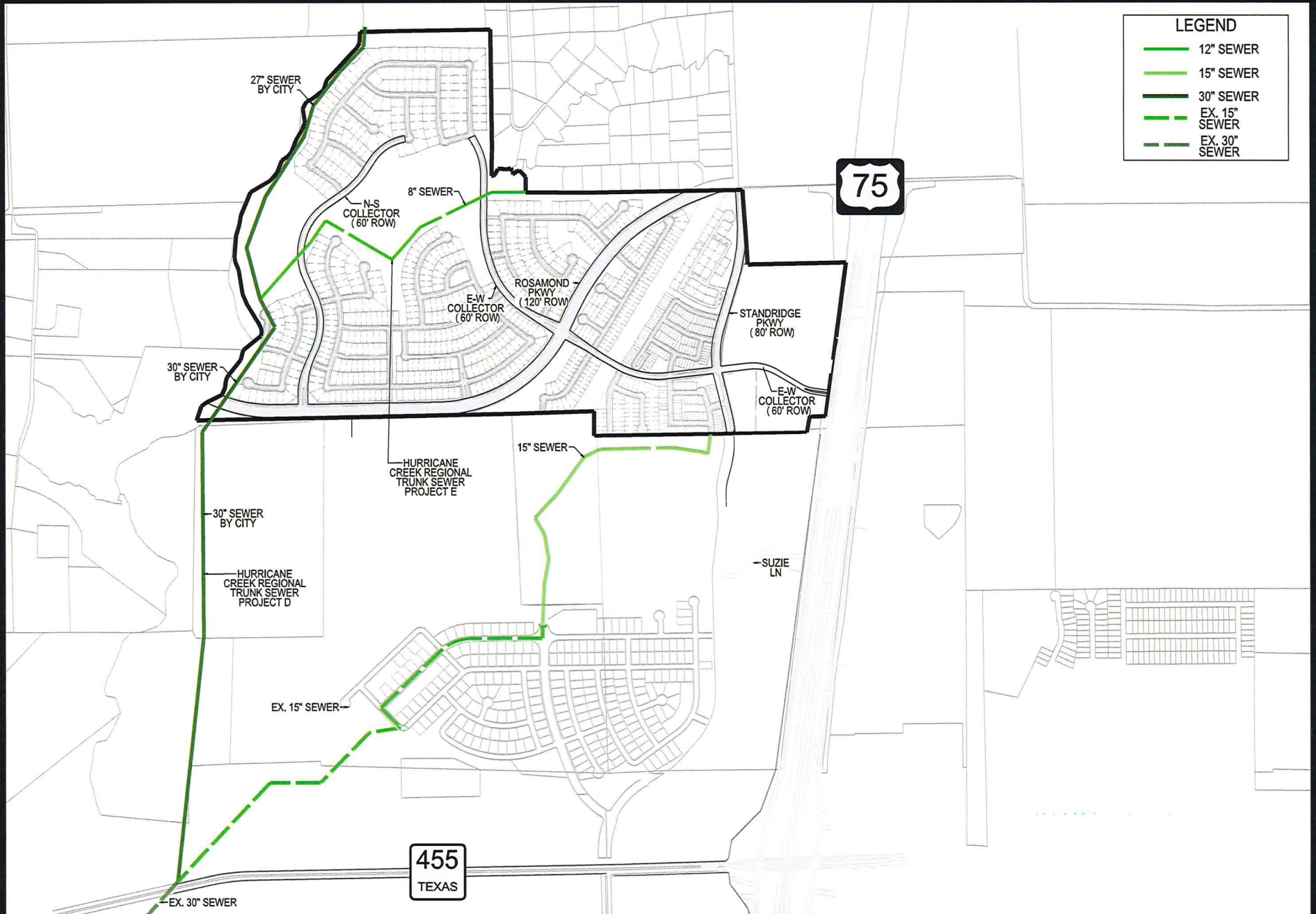
Exhibit E-1
ROADWAY IMPROVEMENTS



LEGEND		LEGEND	
	PHASE 1 - 60' ROW		60' ROW
	PHASE 1 - 80' ROW		80' ROW
			120' ROW

NOTE: CITY OF ANNA WILL BE RESPONSIBLE FOR ACQUIRING ALL ROW AND EASEMENTS NECESSARY TO CONSTRUCT ALL IMPROVEMENTS OUTSIDE OF PID BOUNDARY.

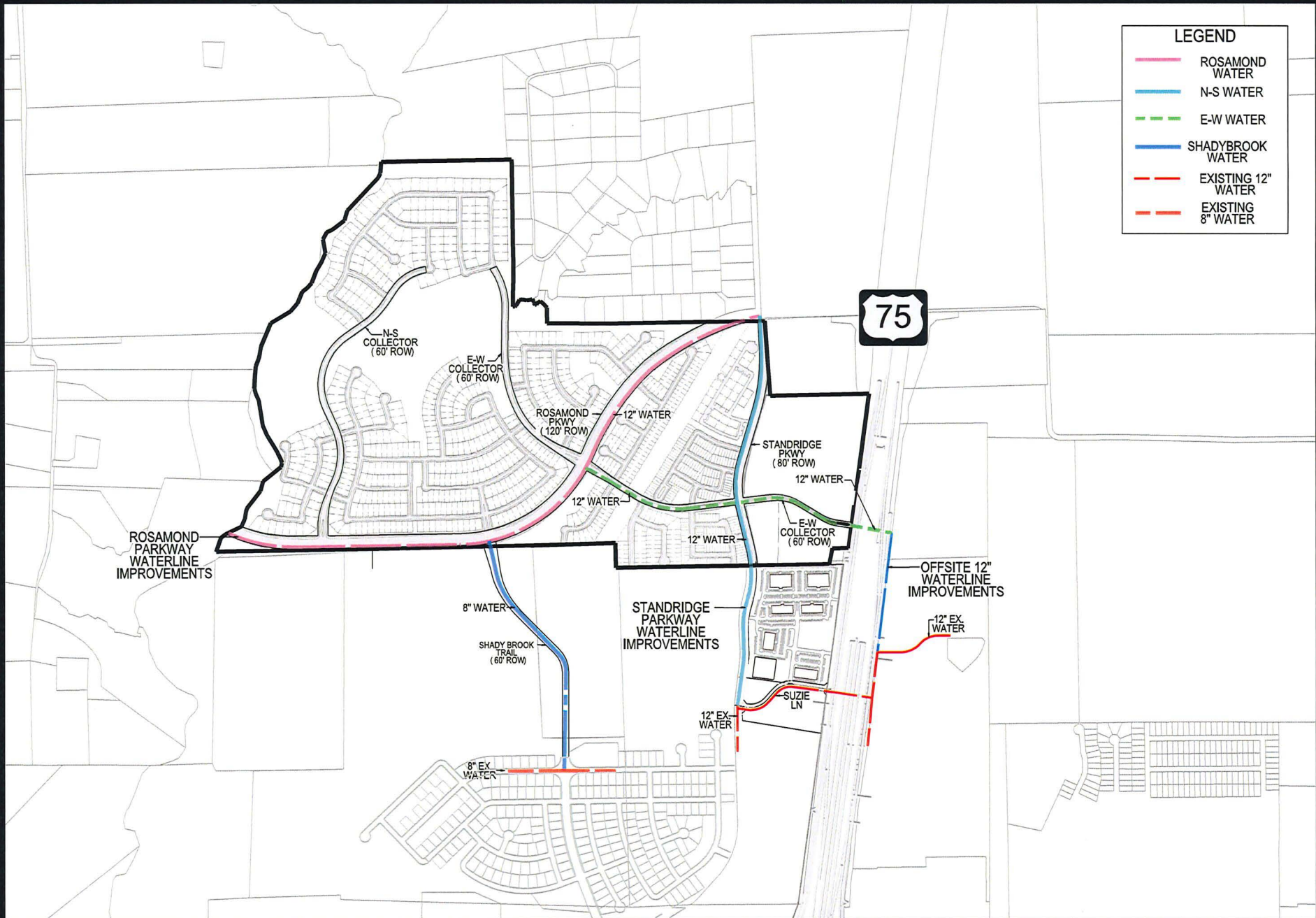
Exhibit E-2
HURRICANE CREEK REGIONAL TRUNK SEWER IMPROVEMENTS



LEGEND

- 12" SEWER
- 15" SEWER
- 30" SEWER
- EX. 15" SEWER
- EX. 30" SEWER

Exhibit E-3
WATERLINE IMPROVEMENTS



LEGEND

- ROSAMOND WATER
- N-S WATER
- - - E-W WATER
- SHADYBROOK WATER
- - - EXISTING 12" WATER
- - - EXISTING 8" WATER

Exhibit F
HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) shall facilitate notice to prospective homebuyers in accordance the following notices. Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the special assessment district in the appropriate land records for the property.
2. Require builders to include notice of the special assessment district in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the District for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the special assessment district in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the special assessment district on the City's web site and community channel.
10. The disclosure program shall be monitored by the Developer and Administrator.

Exhibit G
LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, among the City of Anna, Texas (the "City"), a home-rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is coterminous with the Sherley Tract Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Authorized Improvements and the Sherley Tract Public Improvement District Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Assessed Property in the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Assessed Property within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Property, superior to all other liens and monetary claims except liens or monetary claims

for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Property regardless of whether such owner is named;

(vi) the Assessment lien on the Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Assessed Property may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended and updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Assessed Property owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound

by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Assessed Property subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized

Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of an Assessed Property may require that each contractor constructing the Authorized Improvements cause such owner of the Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Sherley Tract Subdivision Improvement Agreement, or other agreement, with respect to the Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination

To the Developer: MM Anna 325, LLC
Attn: Mehrdad Moayed
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Miklos Cinclair, PLLC
Attn: Robert Miklos
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to an Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Assessed Property upon payment in full of the Assessment(s) against such Assessed Property.

[Signature pages to follow]

[Signature Page Landowner Agreement]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF ANNA, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____, Mayor of the City of Anna, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

Date: _____

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 20__, by
_____ in his capacity as Manager of _____,
known to be the person whose name is subscribed to the foregoing instrument, and that he executed
the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").
- B. The City Council of the City of Anna (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Sherley Tract Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of

the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is

required as set forth above and recorded in the real Property Records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Anna, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Anna, 111 N. Powell Parkway, Anna, Texas 75409

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s)_____

Date:_____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 20__, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Sherley Tract Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Property (or if the Assessment Roll is not available for such Assessed Property, then a schedule showing the maximum 30 year payment for such Assessed Property) as an addendum to any residential homebuyer's contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City, upon the City's request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

City of Anna, Texas
 Sherley Tract Public Improvement District
 Development Plan

DRAFT for discussion purposes only

TOTAL SHERLEY TRACT PROJECT							
Category	No. of Units	Expected Paper Lot Unit Value	Expected Finished Lot Unit Value	Expected Build Out Unit Value	Expected Project Paper Value	Expected Project Finished Lots Value	Expected Project Build Out Value
Type 1 (40')	143	\$ 19,152	\$ 48,000	\$ 240,000	\$ 2,738,705	\$ 6,864,000	\$ 34,320,000
Type 2 (50')	241	21,845	54,750	273,750	5,264,645	13,194,750	65,973,750
Type 3 (60')	139	26,214	65,700	328,500	3,643,746	9,132,300	45,661,500
Type 4 (70')	61	22,775	68,250	341,250	1,389,271	4,163,250	20,816,250
Type 5 (80')	20	26,028	78,000	390,000	520,570	1,560,000	7,800,000
Type 6 (TH)	190	17,955	45,000	225,000	3,411,450	8,550,000	42,750,000
Type 7 (SL)	27	45,080	120,600	603,000	1,217,168	3,256,200	16,281,000
	<u>821</u>				<u>\$ 18,185,554</u>	<u>\$ 46,720,500</u>	<u>\$ 233,602,500</u>

Notes:

As reported by the Developer on May 5, 2020. Subject to change. Expected Paper Lot Value calculated at 33.37% to 39.9% of the Expected Finished Lot Value as per previous ratios provided by the Developer.
 "SL" is a fourplex - one lot produces one fourplex at \$120,000 per subunit or \$600,000 per fourplex.

City of Anna, Texas
 Sherry Tract Public Improvement District
 PROJECTED CAPACITY

(All figures are estimates and subject to change)

PD Bonds w/ 10% Enhancement										PD Bonds w/ 10% Enhancement										PD Bonds w/ 10% Enhancement									
Bond Year	Principal	Interest	Additional Interest	Administrative	TOTAL	PD Bond	PD Bond	PD Bond	PD Bond	Bond Year	Principal	Interest	Additional Interest	Administrative	TOTAL	PD Bond	PD Bond	PD Bond	PD Bond	Bond Year	Principal	Interest	Additional Interest	Administrative	TOTAL	PD Bond	PD Bond	PD Bond	PD Bond
1	\$ -	\$ 1,114,800	\$ 92,900	\$ 90,000	\$ 1,297,700	\$ 0.0000	\$ 0.0000	\$ 0.0000	\$ 0.0000	1	\$ -	\$ 511,500	\$ 42,025	\$ 39,125	\$ 594,125	\$ 0.2072	\$ 0.2072	\$ 0.2072	\$ 0.2072	1	\$ -	\$ 511,500	\$ 42,025	\$ 39,125	\$ 594,125	\$ 0.2072	\$ 0.2072	\$ 0.2072	\$ 0.2072
2	-	1,114,800	92,900	90,000	1,297,700	0.0000	0.0000	0.0000	0.0000	2	-	511,500	42,025	39,125	594,125	0.2072	0.2072	0.2072	0.2072	2	-	511,500	42,025	39,125	594,125	0.2072	0.2072	0.2072	0.2072
3	270,000	1,114,800	92,900	90,000	1,571,300	0.0000	0.0000	0.0000	0.0000	3	120,000	511,500	42,025	39,125	694,125	0.2086	0.2086	0.2086	0.2086	3	120,000	511,500	42,025	39,125	694,125	0.2086	0.2086	0.2086	0.2086
4	285,000	1,098,600	91,500	95,000	1,570,650	0.0000	0.0000	0.0000	0.0000	4	125,000	504,300	42,025	39,125	671,125	0.2094	0.2094	0.2094	0.2094	4	125,000	504,300	42,025	39,125	671,125	0.2094	0.2094	0.2094	0.2094
5	305,000	1,081,500	90,125	97,410	1,570,044	0.0000	0.0000	0.0000	0.0000	5	135,000	496,500	41,400	37,500	651,125	0.2082	0.2082	0.2082	0.2082	5	135,000	496,500	41,400	37,500	651,125	0.2082	0.2082	0.2082	0.2082
6	320,000	1,064,500	88,600	99,450	1,570,155	0.0000	0.0000	0.0000	0.0000	6	140,000	486,300	40,725	36,725	629,125	0.2066	0.2066	0.2066	0.2066	6	140,000	486,300	40,725	36,725	629,125	0.2066	0.2066	0.2066	0.2066
7	340,000	1,044,000	85,500	101,355	1,572,185	0.0000	0.0000	0.0000	0.0000	7	150,000	471,300	39,275	35,275	607,125	0.2070	0.2070	0.2070	0.2070	7	150,000	471,300	39,275	35,275	607,125	0.2070	0.2070	0.2070	0.2070
8	360,000	1,023,000	83,500	103,850	1,572,282	0.0000	0.0000	0.0000	0.0000	8	160,000	461,300	38,475	34,475	587,125	0.2069	0.2069	0.2069	0.2069	8	160,000	461,300	38,475	34,475	587,125	0.2069	0.2069	0.2069	0.2069
9	380,000	1,002,000	81,500	105,450	1,570,949	0.0000	0.0000	0.0000	0.0000	9	170,000	451,300	37,675	33,675	567,125	0.2064	0.2064	0.2064	0.2064	9	170,000	451,300	37,675	33,675	567,125	0.2064	0.2064	0.2064	0.2064
10	405,000	979,300	81,500	107,550	1,570,358	0.0000	0.0000	0.0000	0.0000	10	180,000	440,300	36,725	32,725	547,125	0.2057	0.2057	0.2057	0.2057	10	180,000	440,300	36,725	32,725	547,125	0.2057	0.2057	0.2057	0.2057
11	430,000	954,500	79,725	109,710	1,570,185	0.0000	0.0000	0.0000	0.0000	11	190,000	429,300	35,725	31,725	527,125	0.2050	0.2050	0.2050	0.2050	11	190,000	429,300	35,725	31,725	527,125	0.2050	0.2050	0.2050	0.2050
12	455,000	929,100	77,425	111,904	1,570,429	0.0000	0.0000	0.0000	0.0000	12	205,000	417,300	34,725	30,725	507,125	0.2044	0.2044	0.2044	0.2044	12	205,000	417,300	34,725	30,725	507,125	0.2044	0.2044	0.2044	0.2044
13	480,000	901,800	75,150	114,142	1,570,092	0.0000	0.0000	0.0000	0.0000	13	215,000	404,300	33,675	29,675	487,125	0.2039	0.2039	0.2039	0.2039	13	215,000	404,300	33,675	29,675	487,125	0.2039	0.2039	0.2039	0.2039
14	510,000	873,500	72,750	116,425	1,570,195	0.0000	0.0000	0.0000	0.0000	14	230,000	390,300	32,525	28,525	467,125	0.2033	0.2033	0.2033	0.2033	14	230,000	390,300	32,525	28,525	467,125	0.2033	0.2033	0.2033	0.2033
15	540,000	847,200	70,100	118,755	1,570,353	0.0000	0.0000	0.0000	0.0000	15	245,000	375,300	31,300	27,300	447,125	0.2028	0.2028	0.2028	0.2028	15	245,000	375,300	31,300	27,300	447,125	0.2028	0.2028	0.2028	0.2028
16	575,000	810,000	67,500	121,128	1,570,636	0.0000	0.0000	0.0000	0.0000	16	260,000	360,300	30,000	26,000	427,125	0.2023	0.2023	0.2023	0.2023	16	260,000	360,300	30,000	26,000	427,125	0.2023	0.2023	0.2023	0.2023
17	610,000	775,500	64,525	123,551	1,570,636	0.0000	0.0000	0.0000	0.0000	17	280,000	343,300	28,600	24,600	407,125	0.2018	0.2018	0.2018	0.2018	17	280,000	343,300	28,600	24,600	407,125	0.2018	0.2018	0.2018	0.2018
18	645,000	738,800	61,575	126,022	1,570,497	0.0000	0.0000	0.0000	0.0000	18	295,000	325,300	27,125	23,125	387,125	0.2014	0.2014	0.2014	0.2014	18	295,000	325,300	27,125	23,125	387,125	0.2014	0.2014	0.2014	0.2014
19	685,000	700,300	58,150	128,542	1,570,092	0.0000	0.0000	0.0000	0.0000	19	315,000	306,300	25,550	21,550	367,125	0.2009	0.2009	0.2009	0.2009	19	315,000	306,300	25,550	21,550	367,125	0.2009	0.2009	0.2009	0.2009
20	735,000	659,100	54,925	131,113	1,570,138	0.0000	0.0000	0.0000	0.0000	20	335,000	286,300	23,875	19,875	347,125	0.2004	0.2004	0.2004	0.2004	20	335,000	286,300	23,875	19,875	347,125	0.2004	0.2004	0.2004	0.2004
21	770,000	615,400	51,400	133,735	1,570,635	0.0000	0.0000	0.0000	0.0000	21	355,000	265,300	22,100	18,100	327,125	0.2000	0.2000	0.2000	0.2000	21	355,000	265,300	22,100	18,100	327,125	0.2000	0.2000	0.2000	0.2000
22	820,000	569,400	47,450	136,410	1,570,260	0.0000	0.0000	0.0000	0.0000	22	380,000	242,300	20,200	16,200	307,125	0.1996	0.1996	0.1996	0.1996	22	380,000	242,300	20,200	16,200	307,125	0.1996	0.1996	0.1996	0.1996
23	870,000	520,300	43,150	139,138	1,570,688	0.0000	0.0000	0.0000	0.0000	23	400,000	218,300	18,300	14,300	287,125	0.1992	0.1992	0.1992	0.1992	23	400,000	218,300	18,300	14,300	287,125	0.1992	0.1992	0.1992	0.1992
24	925,000	468,000	39,000	141,921	1,570,981	0.0000	0.0000	0.0000	0.0000	24	430,000	192,300	16,350	12,350	267,125	0.1988	0.1988	0.1988	0.1988	24	430,000	192,300	16,350	12,350	267,125	0.1988	0.1988	0.1988	0.1988
25	980,000	412,500	34,575	144,759	1,571,684	0.0000	0.0000	0.0000	0.0000	25	455,000	167,300	14,300	10,300	247,125	0.1984	0.1984	0.1984	0.1984	25	455,000	167,300	14,300	10,300	247,125	0.1984	0.1984	0.1984	0.1984
26	1,040,000	353,700	29,725	147,555	1,570,830	0.0000	0.0000	0.0000	0.0000	26	485,000	145,300	12,175	8,175	227,125	0.1980	0.1980	0.1980	0.1980	26	485,000	145,300	12,175	8,175	227,125	0.1980	0.1980	0.1980	0.1980
27	1,105,000	291,300	24,725	150,308	1,570,183	0.0000	0.0000	0.0000	0.0000	27	515,000	116,300	10,150	6,150	207,125	0.1976	0.1976	0.1976	0.1976	27	515,000	116,300	10,150	6,150	207,125	0.1976	0.1976	0.1976	0.1976
28	1,175,000	225,000	18,750	153,070	1,570,270	0.0000	0.0000	0.0000	0.0000	28	550,000	90,300	8,025	4,025	187,125	0.1972	0.1972	0.1972	0.1972	28	550,000	90,300	8,025	4,025	187,125	0.1972	0.1972	0.1972	0.1972
29	1,250,000	154,500	12,875	155,982	1,570,067	0.0000	0.0000	0.0000	0.0000	29	585,000	72,300	6,025	2,025	167,125	0.1968	0.1968	0.1968	0.1968	29	585,000	72,300	6,025	2,025	167,125	0.1968	0.1968	0.1968	0.1968
30	1,325,000	79,500	6,525	159,826	1,570,951	0.0000	0.0000	0.0000	0.0000	30	670,000	37,300	3,100	1,100	147,125	0.1964	0.1964	0.1964	0.1964	30	670,000	37,300	3,100	1,100	147,125	0.1964	0.1964	0.1964	0.1964
\$ 18,380,000 \$ 22,511,100 \$ 1,875,925 \$ 3,651,128 \$ 46,018,153										\$ 8,525,000 \$ 10,402,800 \$ 866,500 \$ 1,934,700 \$ 20,402,221										\$ 608,521 \$ 20,402,221									

(1) Assumes an interest rate of 5.00% for discussion purposes only, subject to change.
 (2) Calculated at 0.5% of outstanding bonds.
 (3) For illustration purposes only, subject to change after input from PD Administrator. Assumes administrative expenses for three (3) years.
 (4) For illustration purposes only, subject to change after input from TIF Administrator. Assumes administrative expenses for three (3) years.

City of Anna, Texas
 Sherley Tract Public Improvement District
 PROJECTED TAX STATEMENT

DRAFT for discussion purposes only

Projected Tax Statement								
	2019 Tax Rate	Tax Levy on \$240,000 40' Home	Tax Levy on \$273,750 50' Home	Tax Levy on \$328,500 60' Home	Tax Levy on \$341,250 70' Home	Tax Levy on \$390,000 80' Home	Tax Levy on \$225,000 Townhome	Tax Levy on \$603,000 SL Fourplex
City of Anna	\$ 0.5913	\$ 1,419.09	\$ 1,618.65	\$ 1,942.38	\$ 2,017.77	\$ 2,306.02	\$ 1,330.40	\$ 3,565.47
Collin County	0.1750	419.88	478.95	574.71	597.02	682.31	393.64	1,054.95
Collin County Community College District	0.0812	194.93	222.35	266.81	277.17	316.77	182.75	489.77
Anna Independent School District	1.5684	3,764.04	4,293.36	5,152.03	5,351.99	6,116.57	3,528.79	9,457.15
Total Tax Rate	\$ 2.4158	\$ 5,797.95	\$ 6,613.28	\$ 7,935.94	\$ 8,243.96	\$ 9,421.66	\$ 5,435.57	\$ 14,567.34
 GROSS Avg. Annual Installment as a Tax Rate/Levy Equivalent	 \$ 0.9587	 \$ 2,300.88	 \$ 2,624.44	 \$ 3,149.33	 \$ 3,271.57	 \$ 3,738.93	 \$ 2,157.08	 \$ 5,780.97
Total GROSS Overlapping Tax Rate/Levy plus Special Assessment	\$ 3.3745	\$ 8,098.83	\$ 9,237.73	\$ 11,085.27	\$ 11,515.52	\$ 13,160.60	\$ 7,592.65	\$ 20,348.31
 <i>Projected TIRZ Credit as Tax Rate/Levy Equivalent⁽²⁾</i>	 <i>\$ (0.2857)</i>	 <i>\$ (685.65)</i>	 <i>\$ (782.07)</i>	 <i>\$ (938.48)</i>	 <i>\$ (974.91)</i>	 <i>\$ (1,114.18)</i>	 <i>\$ (642.80)</i>	 <i>\$ (1,722.70)</i>
Total Overlapping Tax Rate/Levy after Projected TIRZ Credit⁽²⁾	\$ 3.0888	\$ 7,413.18	\$ 8,455.66	\$ 10,146.79	\$ 10,540.61	\$ 12,046.42	\$ 6,949.86	\$ 18,625.61
 Net Avg. Annual Installment as Tax Rate/Levy Equivalent	 \$ 0.6730	 \$ 1,615.23	 \$ 1,842.38	 \$ 2,210.85	 \$ 2,296.66	 \$ 2,624.75	 \$ 1,514.28	 \$ 4,058.27

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/12/2020 03:36:05 PM
\$470.00 DKITZMILLER
20200612000885590



A handwritten signature in cursive script, reading "Stacey Kemp", is written in black ink.

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located on the west side of U.S. Highway 75, 691 feet south of future Rosamond Parkway [W CR 370])

ORDINANCE NO. 860-2020

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested rezoning on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located on the west side of U.S. Highway 75 and 691± feet south of Future Rosamond Parkway (W CR 370) is being rezoned from Single-Family Residential – Large Lot (SF-E) to Planned Development-General Business District (PD-C-2) on 34.3± acres; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Anna City Code of Ordinances are hereby amended by changing the zoning of the Property described in Exhibit A from Single-Family Residential – Large Lot (SF-E) to allow for the additional land use of multiple-family residence, as depicted in the Concept Plan on the attached Exhibit B.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development in the southwest quadrant of U.S. Highway 75 and Rosamond Parkway (CR 370) to accommodate those uses that are of city-wide and regional significance. Within this District are permitted certain retail, service, office uses, and multiple-family residential.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply. For purposes of this Planned Development District, the following terms shall be defined as follows:

- a. "Masonry" means brick, tile, manmade or natural stone, cast stone, rock, marble, granite, curtain glass, glass block, exposed aggregate concrete panels, decorative concrete panels, split face concrete block or any construction consisting of concrete panels including, but not limited to "tilt-wall" construction, or any other materials similar to these materials approved by the Director of Development Services.
- b. Exterior insulation finish system ("EIFS") can only be used as accent and must be at least twelve feet (12') above the finished floor elevation.

3. Development Standards.

The permitted uses and standards shall be in accordance with the C-2 zoning district and the Planning and Development Regulations unless specified or restricted herein.

- a. Uses:
 - 1. Automobile and related uses shall be prohibited, except parking lot/parking garage, automobile.
 - 2. Multiple-Family Residence in accordance with the MF-2 Multiple-Family Residential - High Density zoning district, unless otherwise specified herein shall be permitted by right.
 - 3. Single-family dwelling, attached in accordance with the SF-TH Townhome District, unless otherwise specified herein is allowed by-right and shall be restricted to the area west of Standridge Boulevard identified on the approved Concept Plan (Exhibit B).
- b. Maximum Building Height: 5 stories (75 feet) including architectural projections.
- c. Maximum Lot Coverage of 80%.
- d. Setbacks:

1. The front yard setback shall be 45 feet where parking is allowed in front of the building; 20 feet along streets not identified as major thoroughfare.
 2. Zero side yard or rear yard; 15 feet when adjacent to a residential zoning district.
- e. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.
- f. Two water features are required to be constructed as part of the multi-use development and shall be located in general conformance with the approved Concept Plan. Characteristics of the water features shall include:
1. Northern water feature: minimum 50,000 square feet.
 2. Southern water feature: minimum 20,000 square feet.
 3. The perimeter of the water features shall be amenitized with a minimum 5' sidewalks, hardscape and landscaping, and shall be used for detention purposes.
 4. Developers shall be required to plant one tree (minimum of three-inch caliper and seven feet high at the time of planting) per 100 linear feet of water feature.
 - A. 50% of these required trees shall be large, as defined in Sec. 9.06.0011 Approved plant materials.
 - B. Trees may be grouped and/or clustered to facilitate site design.
- g. Multiple-Family Residence Location:
1. Shall be restricted to the area identified on the approved Concept Plan (Exhibit B) and may be developed entirely as either multiple-family residence or C-2 General Commercial.
 2. Minimum residential setback from the centerline of the Right of Way of U.S. Highway 75: 650 feet.
- h. The permitted uses and standards shall be in accordance with the MF-2 zoning district and the Planning & Development regulations unless specified herein.
1. Maximum number of units: 450
 2. Maximum Building Height: 4 stories (70 feet) including architectural projections. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.

3. Setbacks:
 - A. Front Yard: 20 feet.
 - B. Side Yard: 15 feet.
 - C. Rear Yard: 15 feet
 - D. Eaves, covered porches, and roof extensions without structural support may extend into the side yard setback or rear yard setback a distance not to exceed four feet.
 - E. Balconies shall not extend into the required setbacks.
4. Maximum Lot Coverage: 50%
5. Minimum Dwelling: The minimum floor area for multi-family units with one bedroom shall be six hundred (600) square feet, exclusive of garages or porches. Any additional bedrooms shall be a minimum of one hundred and fifty (150) square feet.
6. Minimum open space: 20% of the multiple-family residence lot areas to include the following;
 - A. Two water features as noted above;
 - B. Community open space area: minimum dimension width of 100 feet with land area no less than 20,000 square feet;
 - C. Pedestrian promenade: minimum dimension of 40 feet x 225 feet;
 - D. Amenity center and pool; and
 - E. Additional open space areas shall maintain a minimum dimension of 15 feet in width and 1,500 square feet in area to qualify towards overall minimum open space obligations.
7. Parking: 1 space / Studio & 1 bedroom units
2 spaces / 2 or more bedroom units
0.25 spaces for visitors / unit
8. Design Standards (Multiple-Family Residence):

- A. Masonry (Brick/Rock veneer): Eighty (80) percent for the first three stories, and Seventy (70) percent for the fourth story.
- B. Screening Requirements: Border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction, along the property lines that abut the northern and southern district boundaries. Open Space that is shared between uses shall be exempt from any type of screening. This fence shall be maintained throughout the existence of the multi-family complex by the owner of the complex.
- C. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.
- i. Standards and Area Regulations (single-family dwelling, attached): Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the "SF-TH", Townhome District, except as otherwise provided herein.
 - 1. Lot size: 2,000 per unit
 - 2. Lot coverage: 70%
 - 3. Rear yard: 10 feet
 - 4. Side yard: 0 feet; 5 feet for end units
 - 5. Building separation: 10 feet
 - 6. Side yard, corner: 10 feet
 - 7. Lot width: 20 feet
 - 8. Lot depth: 80 feet
 - 9. Parking: Two enclosed spaces per lot
- j. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial

changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

k. The Conceptual Development Plan will expire after two (2) years of approval.

l. Phasing:

1. Prior to the issuance of a building permit for any multiple-family residence greater than 275 units, a building permit for a minimum 5,000 square feet building for a commercial use must be issued.
2. The water features must be constructed prior to or simultaneously with the multiple-family residence.

m. Signage: Signs in this district shall comply with the requirements of the city sign ordinance (as amended), except as listed below.

1. Sign coordination plan: A sign coordination plan shall be required for the entire development (excluding single-family attached) at the time of the first site plan and approved by Council.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. Penalty

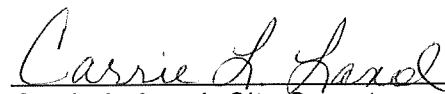
Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 6. Publication of the Caption and Effective Date

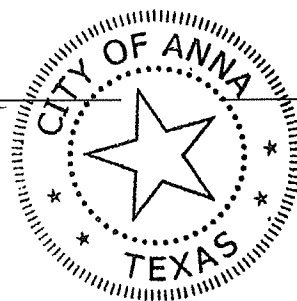
This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

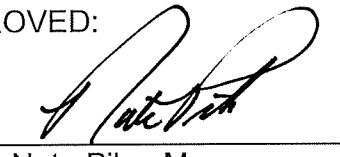
PASSED by the City Council of the City of Anna, Texas this 9th day of June 2020.

ATTESTED:


Carrie L. Land, City Secretary

APPROVED:




Nate Pike, Mayor



CONCEPT PLAN
SHERLEY COMMERCIAL
BLOCK A, LOTS 1-3; BLOCK B, LOTS 1-2; BLOCK C, LOT 1;
EXISTING SF-E ZONING

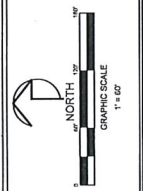
BEING A 34.328 ACRE TRACT OF LAND LOCATED
WITHIN S RATTON SURVEY 4-07525, JOHN ELLIETT SURVEY 4-0286
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS

PAGE 2 OF 2
APRIL 8, 2020

PLANNER / ENGINEER
PELTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75034
469-213-1800
CONTACT: MARC PAQUETTE

OWNER
MM 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TX 75234

CONTACT:
TREVOR KOLLINGER
TREVOR@CENTURIAMERICAN.COM



PROJECT NO.	CEN116001
FILE PATH	J:\ENGINEERING\16001\MASTER DEV, ENTITLEMENT\XONING\CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	APRIL 8, 2020
REVISIONS	
ADDRESSING 1ST ROUND OF CITY COMMENTS	APRIL 21, 2020
ADDRESSING 2ND ROUND OF CITY COMMENTS	APRIL 29, 2020

Zoning- Sherley Commercial

E COUNTY ROAD 370

HACKBERRY DR

HELMOKEN FALLS DR

WILEY FALLS DR

HILLTOP DR

CREEKVIEW DR

N CENTRAL EXPY

N CENTRAL EXPY

US HIGHWAY 75

SUZIE LN

S CENTRAL EXPY

US HIGHWAY 75

S STANDRIDGE BLVD

COUNTY ROAD 368

W WHITE ST



April 2020

Application for Zoning Change



Project Type

- ☐ Change of zoning classification (initial/straight re-zoning) to: _____
- ☒ Planned Development using base zoning classification: Specific Language in PD
- ☐ Specific Use Permit for: _____

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by Council or Staff without refund of fees. Fees required for this application established by the City of Anna must be submitted simultaneously with this application for acceptance.

Existing Zoning

- | | |
|--|---|
| ☐ AG Agricultural District | ☐ C-1 Restricted Commercial |
| ☐ SF-E Single-Family Residential - Large Lot | ☐ C-2 General Commercial |
| ☐ SF-1 Single-Family Residential | ☐ NC Neighborhood Convenience District |
| ☐ SF-84 Single-Family Residential District - 84 | ☐ CBRD Central Business Redevelopment District |
| ☐ SF-72 Single-Family Residential District - 72 | ☐ C-3 Planned Center District |
| ☐ SF-60 Single-Family Residential District - 60 | ☐ O-1 Office District |
| ☐ SF-Z Single-Family Residential District - Zero Lot Line Homes | ☐ I-1 Light Industrial District |
| ☐ SF-TH Single-Family Residential District - Townhomes | ☐ I-2 Heavy Industrial District |
| ☐ MH-1 Manufactured Home District | ☒ PD Planned Development District |
| ☐ MH-2 Manufactured Home Park District | _____ |
| ☐ TF Two-Family Residential | ☐ THOR Thoroughfare Overlay District |
| ☐ MF-1 Multiple-Family Residential - Low Density | ☐ F-B Food and Beverage Overlay District |
| ☐ MF-2 Multiple-Family Residential - High Density | |

Fees

See the [Fee Schedule](#) on our website.

Reason for Zoning Change

Change Language in PD Regarding Timing between
Multi-family and Commercial and permitting

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75409 • 972.924.2616 • www.annatexas.gov

Owner Authorization and Representative Designation



Property Description

Subdivision: Hurricane Creek Council PD Total Number of Acres: 35
Zoning Classification(s): PD Total Number of Lots: 1
Location: 75 + Rossmore

Property Owner Information & Authorization

Name/Company: MM Anna 325, LLC
Address: 1800 Valley View Lane
City: Farmers Branch State: TX Zip Code: 75234
Phone: 214 728 8383 Email: mkollinger@gmail.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Anna.

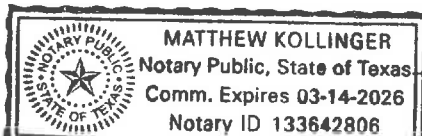
Property Owner's Signature: [Signature] Date: 9.22.22

STATE OF: Texas

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared _____ (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 22 day of September, 20 22



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify): _____

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Planning & Development Department

3223 N. Powell Parkway • Anna, TX 75049 • 972.924.2616 • www.annatexas.gov