

AGENDA



City Council Meeting

Tuesday, November 8, 2022 at 6:00 PM

Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409

The City Council of the City of Anna will meet at 6:00 PM, on November 8, 2022, at the Anna Municipal Complex - Council Chambers, located at 120 W. 7th Street, to consider the following items.

Welcome to the City Council meeting. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Work Session. - Executive Conference Room**
 - a. Discuss the process for the Municipal Complex Plaza Design and Construction. (Director of Public Works Greg Peters, P.E.)
 - b. Discuss the project initiation and design of a new indoor recreation facility as defined in Proposition C of the City of Anna's 2021 Bond Election and the City of Anna Parks, Open Space, Trails, & Recreation Master Plan. (Director of Public Works Greg Peters, P.E.)
3. **Invocation and Pledge of Allegiance. - Council Chambers.**
4. **Neighbor Comments.**

At this time, any person may address the City Council regarding an item on this meeting Agenda that is not scheduled for public hearing. Also, at this time, any person may address the City Council 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 information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.
5. **Reports.**

Receive reports from Staff or the City Council about items of community interest.

Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health

and safety of people in the municipality that has arisen after the posting of the Agenda.

- a. Public Announcements (Mayor Nate Pike)
- b. Neighbor Academy Graduation (Assistant to the City Manager Kimberly Winarski).
- c. Recognition of September, October, and November We Notice! Property of the Month (Neighborhood Services Olivia Demings)
- d. Presentation of the Downtown Service Day Project (Neighborhood Services Olivia Demings)

6. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council Member making such request prior to a motion and vote on the Consent Items.

- a. Approve City Council Meeting Minutes for October 19, 2022 and October 25, 2022. (City Secretary Carrie Land)
- b. Review the Minutes from the August 15th and September 19th, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).
- c. Approve the City Manager to execute an additional service letter for \$8,400 to be added to the existing design contract with Birkhoff Hendricks & Carter, LLC, for the design of an additional water main highway crossing to be added to the scope of the US 75 Utility Relocation project. (Director of Public Works Greg Peters, P.E.)
- d. Approve a Resolution amending the representatives authorized to transact business with the Texas Local Government Investment Pool (TexPool). (Finance Director Alan Guard)
- e. Approve a Resolution regarding the James' Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution regarding the McAlexander West, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the Meadow Vista, Phase 2, Final Plat. (Director of Development Services, Ross Altobelli)
- h. Approve a Resolution regarding the Pitts Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, and Block C, Lot 1X, Final Plat. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution regarding the Anna Town Center Addition, Block A, Lots 6R & 12, Replat. (Director of Development Services Ross Altobelli)
- k. Approve a Resolution regarding the Independent Bank Addition, Block A, Lot 1R, Replat. (Director of Development Services Ross Altobelli)
- l. Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Replat. (Director of Development Services Ross Altobelli)
- m. Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Preliminary Replat. (Director of Development Services Ross Altobelli)

- n. Approve a Resolution regarding the Blacklock Storage, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)
- o. Approve a Resolution regarding the Prose Foster Crossing, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)
- p. Approve a Resolution regarding Anna Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X, Site Plan. (Director of Development Services Ross Altobelli)
- q. Approve an Ordinance approving the 2022 Tax Roll (Budget Manager Terri Doby).
- r. Approve an agreement with Project Advocates to subcontract comprehensive building commissioning services for the new Anna Community Library Project. (Director of Public Works Greg Peters, P.E.)
- s. Approve an Interlocal Agreement by and between the City of Anna and the North Central Texas Council of Governments for the sharing and use of aerial imagery. (Director of Public Works Greg Peters, P.E.)

7. Items For Individual Consideration.

- a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Director of Development Services Ross Altobelli)
- b. Consider/Discuss/Action on a Resolution regarding Villages of Hurricane Creek, North, Block N, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)
- c. Consider/Discuss/Action on a Resolution regarding The Parks of Hurricane Creek, Development Agreement. (Planning Manager Lauren Mecke)
- d. Consider/Discuss/Act on a Resolution approving an Agreement regarding services including a plan for municipal services regarding 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. (Planning Manager Lauren Mecke)
- e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding annexation of 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. (Planning Manager Lauren Mecke)
- f. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Planning Manager Lauren Mecke).
- g. Consider/Discuss/Action on a Resolution regarding The Parks at Hurricane Creek, Concept Plan. (Planning Manager Lauren Mecke)
- h. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a subdivision improvement agreement by and between the City of Anna and Anna Crossing Partners, LLC, for the construction of public water and sanitary sewer improvements serving properties along and adjacent to State Highway 5 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- i. Consider/Discuss/Action on a Resolution authorizing an Incentive Agreement for New Economic Development and related Lease Agreement between the Anna

Economic Development Corporation and 3 Nations Brewing LLC. (Director of Economic Development Joey Grisham)

- j. Consider/Discuss/Action on adopting a Resolution of the City of Anna, Texas, determining the costs of certain authorized improvements to be financed within Improvement Area #2 of the Hurricane Creek Public Improvement District; approving a preliminary amended & restated service and assessment plan, including proposed Improvement Area #2 assessment roll; calling a regular meeting and noticing a Public Hearing for December 13, 2022, to consider an ordinance levying assessments on property located within improvement Area #2 of the Hurricane Creek Public Improvement District; directing the filing of the proposed assessment roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said Public Hearing; and resolving other matters incident and related thereto. (Director of Economic Development Joey Grisham)
- k. Consider/Discuss/Action on a Resolution approving a Preliminary Limited Offering Memorandum for the sale of special assessment revenue bonds for Hurricane Creek Public Improvement District. (Director of Economic Development Joey Grisham)

8. **Closed Session (Exceptions).**

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). City Seal
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

The Council further reserves the right to enter into Executive Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

- 9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.
- 10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on 11/04/2022.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda.
2. The Council reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972 924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



Item No. 2.a.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss the process for the Municipal Complex Plaza Design and Construction.
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

The conceptual plan for the central plaza on the Municipal Complex property was completed as a part of the Anna Community Library concept plans. This was done to ensure that the library facility and the plaza would work together as necessary to create well-planned public spaces and facilities for the community. The plaza is a separate project from the Library, and was not included in the 2021 Bond Election for funding. As such, it will require a separate funding source.

Now that the conceptual design is complete, staff will present information on the next steps and funding options.

FINANCIAL IMPACT:

None at this time. Project funding will be presented as a budget amendment once project is approved and funds are identified.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

None at this time - this item is for informational purposes and discussion.

ATTACHMENTS:

1. Workshop - Library & Plaza
2. Plaza Concept
3. Library vs Plaza Landscaping Scope

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022

THE CITY OF
Anna

Workshop

Anna Municipal Complex – Plaza & Library

October 25, 2022

Library Update

- Design Team has begun the design development phase.
- This week the design team toured the makerspace at Anna HS to see how their tech area is working and what they would do differently if they could.
- Project Advocates has put together a contract amendment for the HVAC commissioning team, which will be on the 11/8 meeting for Council approval. This project component is in the original budget, and the contract cost is under-budget. This consultant will be responsible for reviewing all HVAC system design and construction and training to ensure we get what we pay for and have our staff properly trained on the system.
- The project is on schedule with the Project Charter:

- ✓ Finalized Project Charter for City Council approval
- ✓ Design team selection and engagement
- ✓ Design Phase
- Contractor selection and engagement
- Construction Phase
- Owner occupancy
- Opening

Q2 2022

Q3 2022

Q3 2022 through Q2 2023*

Q3 2023*

Q3 2023 through Q3 2024*

Q3 2024 through Q4 2024*

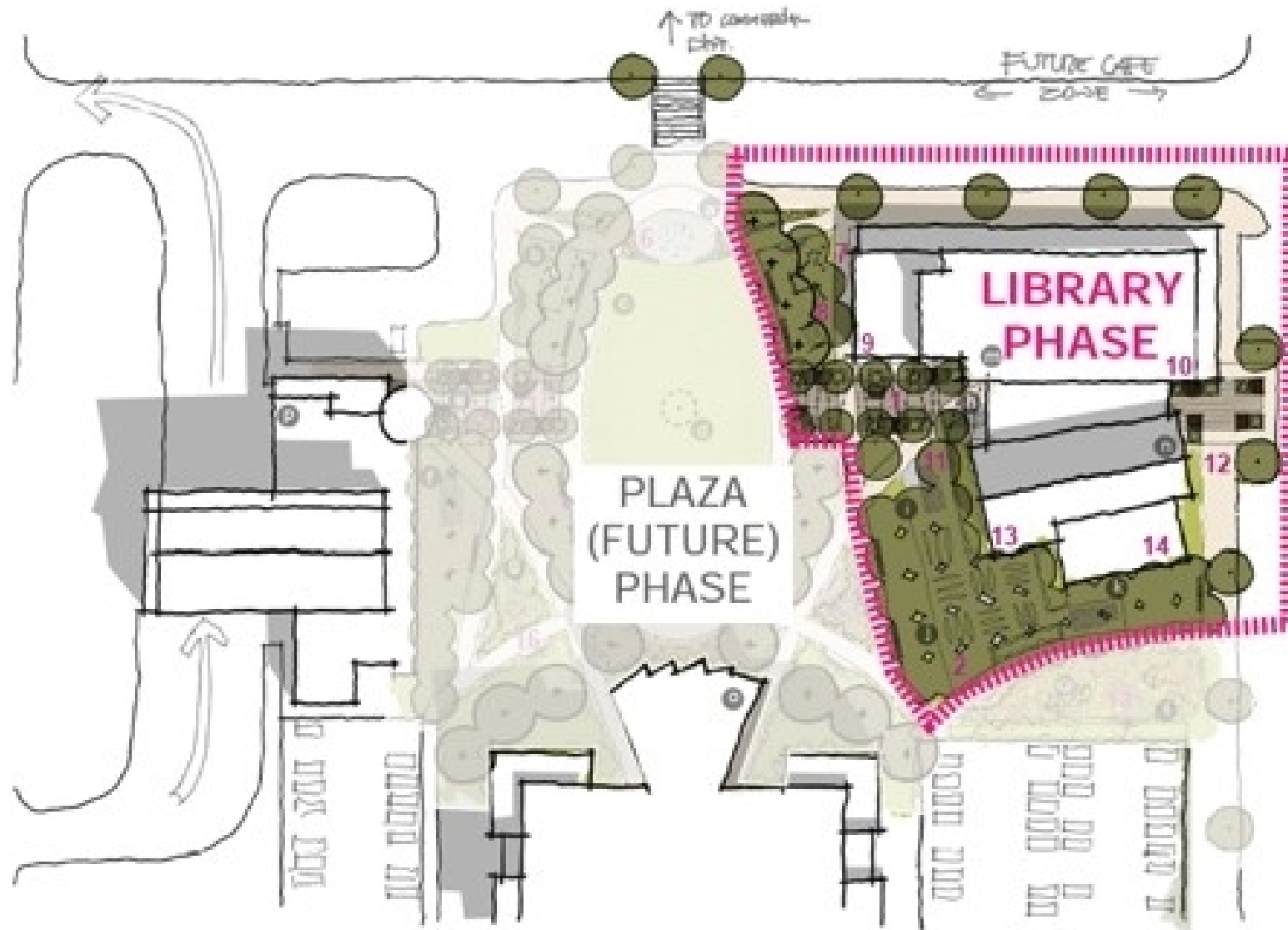
Q1 2025*

*Tentatively

THE CITY OF
Anna

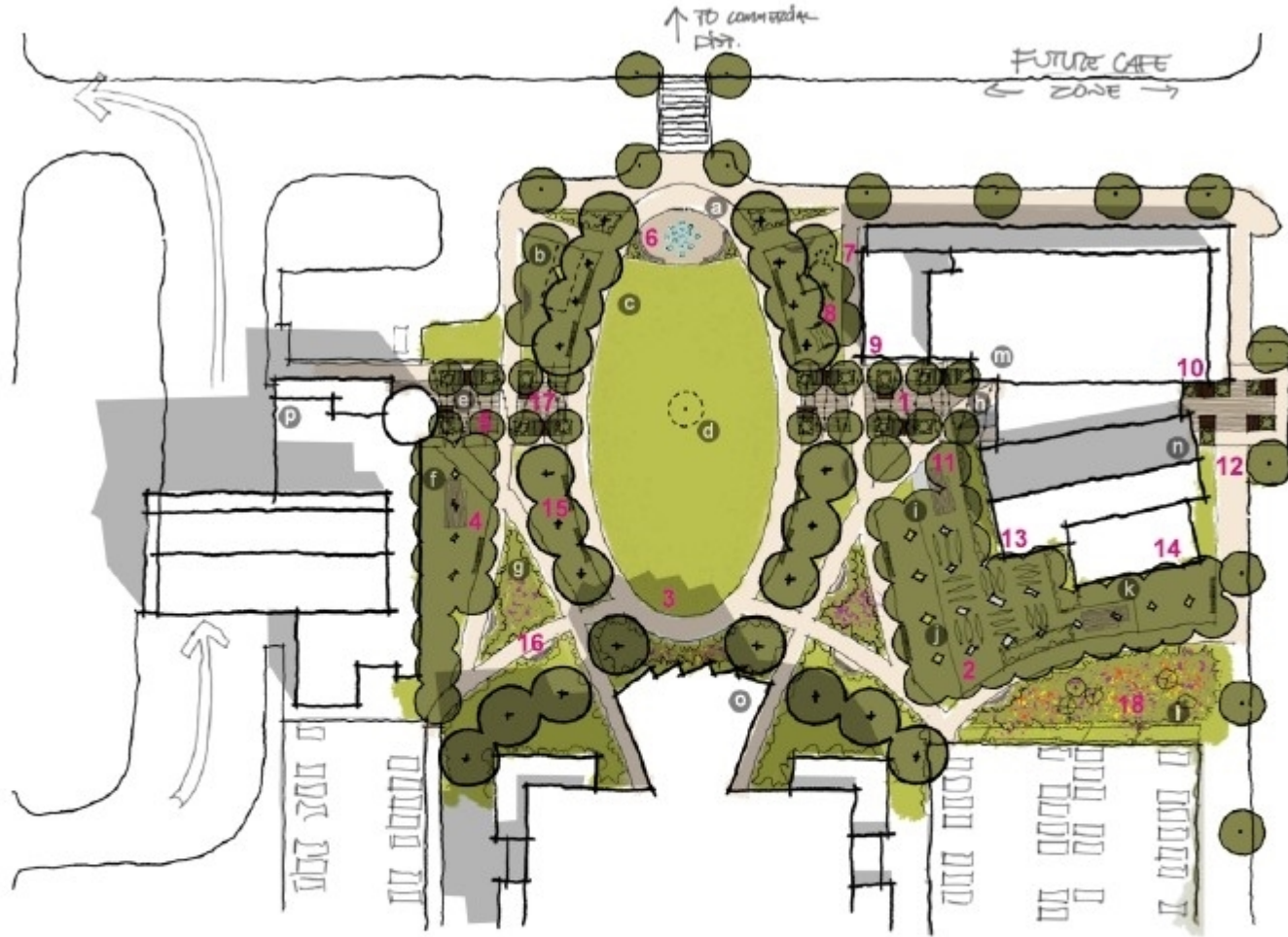
Current Status

Landscaping Design Scope: Library vs Plaza



THE CITY OF
Anna

Plaza Concept



- a Plaza Feature
- b Equipment Vault
- c Community Lawn
- d Christmas Tree Mount
- e West Patio
- f Fireman's Bosque

- g Blackland Prairie
- h East Patio
- i Library Bosque
- j Hammock Hangout
- k Community Table
- l Butterfly Garden

- m Anna Community Library
- n Community Event Space
- o City Hall
- p Fire Department



THE CITY OF
Anna

Plaza Costs

- Design

- Initial Total Design Budget: \$359,267
 - Landscape Design - \$140,800 (11/8 Council Item)
 - Project Advocates - \$63,308 (11/8 Council Item)
 - Electrical Engineer - TBD
 - Civil Engineer - TBD

- Construction

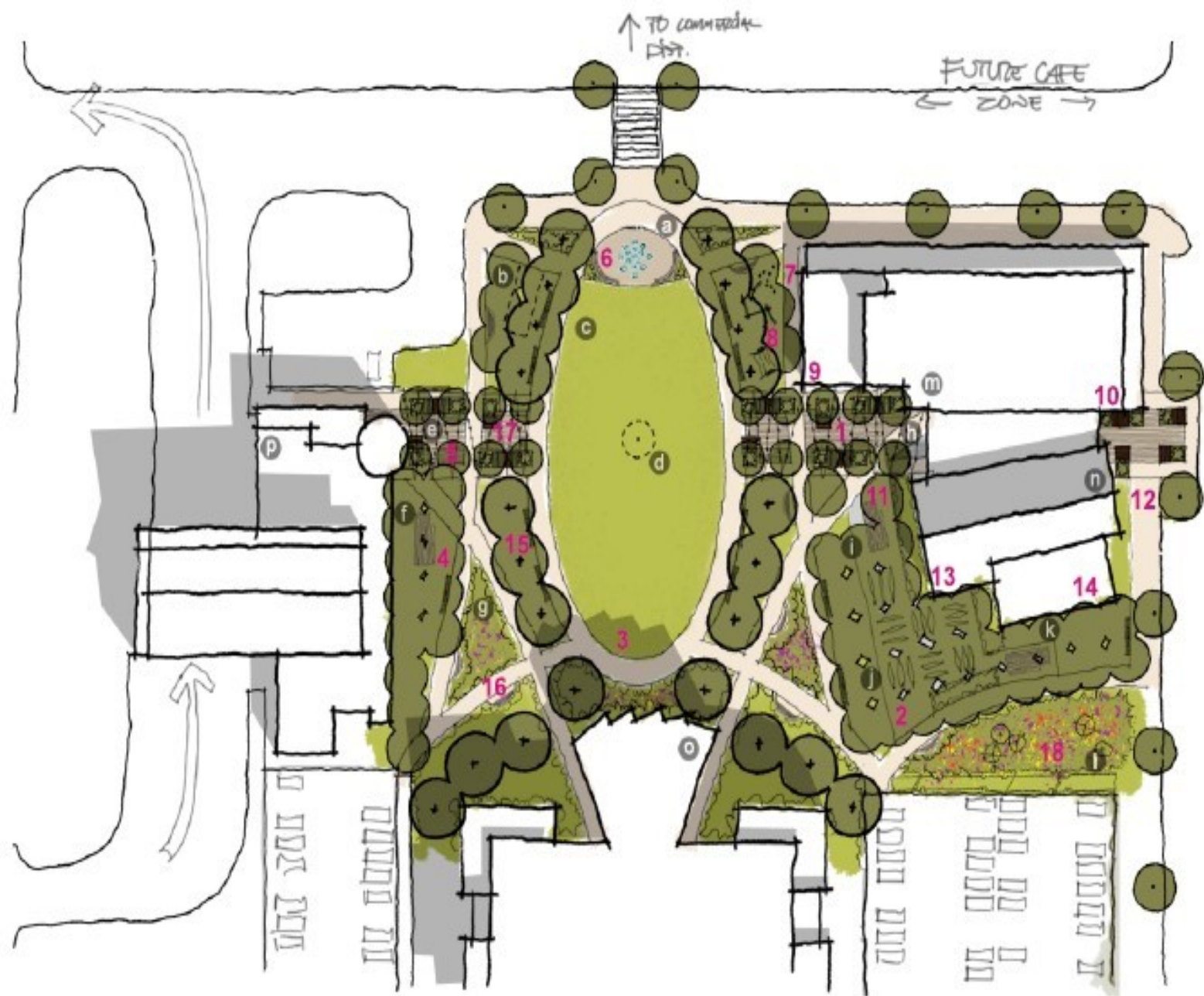
- Estimated at \$2M - \$5M, depending upon amenities and features
- \$2M Example: grass with irrigation, concrete walks, trees, basic landscaping, basic lighting.
- \$5M Example: artificial turf, public art, water feature, enhanced landscaping, specialty lighting.



Next Steps

- Contracts for Design & Pre-Construction Services with TNP and Project Advocates for Council approval at the first Council Meeting in November. (Park Development Fund)
- Presentation to EDC in November regarding potential funding options for construction (and could reimburse the design). (EDC Fund Balance, Downtown TIRZ)



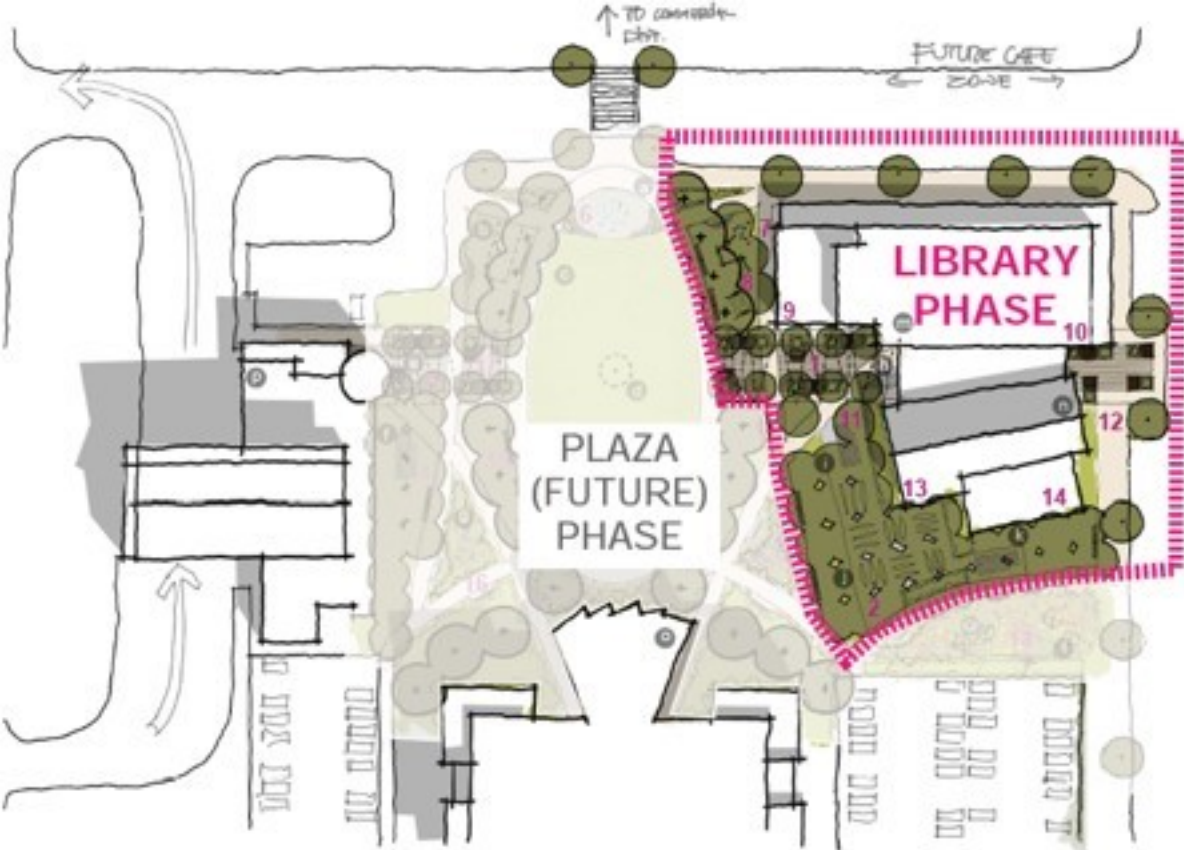


- a** Plaza Feature
- b** Equipment Vault
- c** Community Lawn
- d** Christmas Tree Mount
- e** West Patio
- f** Fireman's Bosque

- g** Blackland Prairie
- h** East Patio
- i** Library Bosque
- j** Hammock Hangout
- k** Community Table
- l** Butterfly Garden

- m** Anna Community Library
- n** Community Event Space
- o** City Hall
- p** Fire Department







Item No. 2.b.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss the project initiation and design of a new indoor recreation facility as defined in Proposition C of the City of Anna's 2021 Bond Election and the City of Anna Parks, Open Space, Trails, & Recreation Master Plan. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

In 2021 Anna Neighbors approved Proposition C of the Bond Election, which included funding for "Planning, design, and property acquisition for an indoor recreation facility." Staff will present an overview of the project processes needed to complete this work and seek feedback from the City Council on how best to move forward. At a future Council Meeting, staff will present professional service contracts as needed to begin formal work on the project.

FINANCIAL IMPACT:

Funding in the amount of \$1,158,000 is programmed in the FY2023 Community Investment Program to begin the process of planning, design and property acquisition, as stated in Proposition C of the 2021 Bond Election.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

This item is for discussion purposes only. Professional service contracts for the future project will be brought to the City Council for consideration at a future meeting.

ATTACHMENTS:

1. Community Center
2. Parks and Trails Master Plan

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 11/1/2022

Jim Proce, City Manager

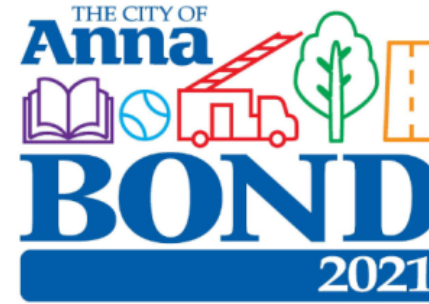
Final Approval - 11/3/2022

THE CITY OF
Anna

Workshop
Community Center

October 25, 2022

Bond Proposition C



Proposition C - Parks, Trails, Recreation and Sports

This \$28 million proposition includes funding to implement the recommendations from the City of Anna Parks and Recreation Master Plan. A sample of capital improvements included in the Master Plan recommendations are:

- Planning, design, and property acquisition for an indoor recreation facility
- Planning and design for an outdoor fields to support neighbors who want to play sports closer to home
- Planning and design for additional trail connections to make important linkages to destinations throughout the City
- Amenities for currently undeveloped parks to provide neighbors access to recreation close to home
- Planning, design, and construction of a new community skate park
- Enhancements to existing facilities and sports fields

Proposed Indoor Rec Facility Process

- Anna 2050 Parks & Trails Master Plan
 - Provides the overall guidelines for park facility projects in the community
- Parks Board
 - Will function as the public liaison between Anna neighbors and the staff/consulting team
- Public Input Processes
 - A robust process of in-person, online, and digital opportunities for input and feedback
- Initial Cost Planning
 - Determining a reasonable budget for the facility
- Project Charter Development
 - Identifying all of the key project goals, including community needs, facility size, components,
- Design Team Selection
 - Matching the design team to the project scope & need



Next Steps

- Contract with Project Advocates for Project Initiation/Public Input/Scoping/Charter on 11/8 City Council Meeting for approval. (Bond Funds)
- Selection of a Rec Facility or Public Input Specialist to assist in the pre-design process - contract to be approved by City Council if >\$50,000 (Bond Funds)



Anna

2050

**Parks
Open Space
Trails
Recreation
Master
Plan**

Presented by



la terra studiosm

Kimley»Horn
Expect More. Experience Better.



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Implementation

A photograph of a dog park entrance. A paved path leads to a fenced-in area with a wooden shelter. A sign on the left reads "HEAVY RAINFALL MAY CAUSE PAW PARK CLOSURE". A large sign on the right says "welcome to the PAW PARK" and lists "OWNER RULES" and "DOG RULES".



01

INTRODUCTION

Introduction

This Anna Parks, Trails and Open Space Master Plan is part of a citywide planning effort that took place between March 2020 and April 2021. Anna 2050, the City's comprehensive plan (adopted April XX, 2021), was based on a Vision Statement and a set of Guiding Principles that set the tone for the future of Anna for the next several decades. This report details the results of that planning effort related to parks, open space and trails in the city of Anna. A summary version of this report is contained in the comprehensive plan as Chapter 8: Parks, Opens Space and Trails. This master plan also contains elements of several related areas within the plan, such as mobility, placemaking and Downtown

PURPOSE OF THE PLAN

The City of Anna is at a turning point and has the opportunity today to set the vision for the future of parks and open space within the city. There are currently a number of high-quality parks and open spaces, such as Natural Springs Park and Slayter Creek Park, that serve the existing population, but the city is expected to grow exponentially in the coming years. There will need to be strategic improvements to the current recreation system so that outdated components can be replaced as needed and so that the system can adapt to evolving demographics and trends. This Parks, Trails and Open Space Master Plan lays out the steps necessary to implement these improvements and replacements based on feedback from the community throughout the process and on previous planning efforts and accomplishments. These recommendations provide detail as to how enrichment and improvement of the Anna parks and recreation system can take place so that the needs of Anna neighbors will be met, both today and as the community grows.

This plan follows the general guidelines for local park master plans established by Texas Parks and Wildlife Department (TPWD); In addition to these guidelines this plan address recreation specifically.

Per planning requirements issued by the TPWD, the Parks, Trails and Open Space Master Plan should be updated after a five-year period or before if any major developments occur that significantly affect the ability of the city to remain eligible for the project priority program for TPWD grant funding. It has been approximately seven years since the last update of the plan, and Anna has undergone major development in that timeframe.

An eligible TPWD plan contains at minimum a summary of:

- + Accomplishments
- + New public input
- + Most recent inventory data
- + Updated needs assessment
- + Priorities
- + New implementation plan
- + Demographics
- + Population projections
- + Goals and objectives
- + Standards
- + Maps.

RELATED PLANNING EFFORTS

This plan provides a framework so that the City's parks and recreation amenities will continue to make a positive contribution to the future of the community. Adherence to the Vision Statement and Guiding Principles developed for the Anna 2050 Comprehensive Plan (see Chapter 2 of the Anna 2050 document) will make Anna a special place in which to live in 2050. Specific references in the Guiding Principles to issues related to parks, trails and open space indicate a desire to ensure that the growth envisioned for the city "...benefits Anna's current and future neighbors..." and:

- + Occurs where and when it can be supported by the public facilities and services (including schools) that Anna's neighbors need.
- + Offers many diverse, vibrant, and distinctive destinations for work and play.
- + Promotes the health and vitality of existing Anna neighbors, neighborhoods, businesses, and infrastructure.
- + Is efficient and effective in its use of resources and infrastructure – fiscal, energy, water and natural assets.

PLAN FRAMEWORK

This plan merges the current assets in Anna with the community's hopes for continued success. Achieving the Vision will require collaboration between the City, its leadership, and the other stakeholders in the area, and there are a number of techniques that can be applied. Ordinance amendments, capital improvements, catalyst projects, incentives, programming, and combinations of funding and partnerships are among these techniques.

After the introduction to the planning process and a brief background on Anna, this plan is organized by topic-oriented chapters in which specific information is presented and Policies and Action Items are detailed. The plan concludes with a chapter on implementation.

The following are the topic-oriented chapters contained in the plan:

- + Parks and Open Space
- + Trails and Sidewalks
- + Recreational Facilities and Programming
- + Operational Framework

PLAN DEVELOPMENT PROCESS

The planning process for the Parks, Trails and Open Space Master Plan began in early 2020. A series of interactive meetings was held to gather feedback and provide direction to the plan. In general, the main objectives of this process were to:

- + Listen to and collaborate with the community to determine an updated list of needs and desires relating to parks, recreation, trails and open space
- + Assess and analyze existing parks and recreation-related topics and conditions
- + Evaluate existing goals and strategies for accomplishments and future relevance
- + Establish an approach to the parks and recreation system's growth and improvement

COMMUNITY ENGAGEMENT AND FEEDBACK

As part of the development of this Parks, Trails and Open Space Master Plan, a complete needs assessment was performed. The results and recommendations in this plan are based on an extensive process of community engagement activities, including the use of a project website and obtaining community input through focus groups, stakeholders meetings and steering committee meetings. Additionally examination of local and national recreational trends have influenced the plan.

The City of Anna places a high priority on communication with neighbors and engagement during City processes. For the Anna 2050 process, a Communications/Neighbor Engagement Plan was developed to guide this public involvement. Originally, these efforts included Community Open House sessions and opportunities to provide online input. Due to COVID-19, however, all engagement activities for 2020 were held virtually. Nevertheless, a significant amount of input was received, with over 3,800 individual responses and open-ended comments.

All virtual engagement was provided through the project website, www.anna2050.com. This website contains additional information about the Anna 2050 process as well as opportunities for engagement on this master plan. The site went live on July 31, 2020.

To mirror the format of a Community Open House, activities for virtual “rooms” were designed by Strategic Community Solutions and CivicBrand managed the online implementation. In each online room, multiple stations gave participants diverse options for reviewing information developed through the planning process and providing input that helped shape this master plan. Three virtual room opportunities were provided, as described below.

Comprehensive Plan Advisory Task Force

On June 9, 2020, the Anna City Council nominated a group of Anna neighbors to serve on the Comprehensive Plan Advisory Task Force (CPATF). The role of this Task Force is to serve as a review and advisory body for the Comprehensive Plan, Downtown Master Plan, and Parks, Trails and Open Space Master Plan throughout the planning process. Task Force members served as ambassadors to the community to inform them about the planning process and encourage everyone to participate and build support for the draft plan.

VIRTUAL ROOM #1: JOIN US!

This initial round of engagement was intended to get people to connect with the Anna 2050 project, to provide very general input about the character of the community now and to describe a desired vision for the future. This room was live from August 11 through November 1, 2020.

VIRTUAL ROOM #2: IMAGINE FUTURE ANNA

The second round of engagement began shortly after the first. It included some of the activities that participants would have found at the “stations” had there been an in-person Community Open House. This room was live from August 21 through November 1, 2020.

VIRTUAL ROOM #3: CREATING A SUCCESSFUL FUTURE

The third round of engagement explored particular issues and options in greater detail. It began after the Joint Workshop (City Council, Planning & Zoning Commission, Parks Board, EDC/CDC) on August 11, 2020, so the specifics of these questions and activities were fine-tuned to reflect the discussion and direction at the Joint Workshop. This room was live from September 24 through November 1, 2020.

HIGHLIGHTS FROM THE VIRTUAL ROOMS

A review of all the detailed comments and input received through this online engagement revealed many different perspectives and ideas for the community's future. All of these details are found in the appendices of the Anna 2050 Comprehensive Plan. A few highlights as they relate to influencing this master plan are summarized below.

- + **Most respondents are generally positive about their experiences in Anna.** Many individual comments expressed satisfaction with the respondent's neighborhood, with the people in Anna and with other aspects of the community. A few people had concerns about change in recent years, either because the community is getting too big or because of issues like safety and traffic.
- + **Many comments mention the friendliness of Anna and the welcoming character of the community.** Anna neighbors see the community as a friendly and welcoming place. This is a feature people want to maintain even as Anna grows.
- + **The challenges of managing growth are evident in the responses.** Most comments recognize the challenges of growing yet maintaining a desirable community character. There are many comments about sustaining Anna's "small town feel," even as there are comments about attracting growth and securing new businesses.
- + **Outdoor activities and natural areas are highly valued.** The preferred images for the character of Anna and for its parks all depict scenes of activity outdoors. This is one of the themes that is most evident throughout the virtual rooms.
- + **Trails and paths for walking and biking are a very high priority.** Along with the focus on outdoor activities, the need for routes for walking and biking is a strong theme throughout all virtual rooms. Participants mentioned trails they use now and also identified places where new trails are needed. Top destinations within the city are desired to be connected with a network of trails and sidewalks. While future trails are recommended within City's parks and open spaces. Corridors such as creeks, and utility easements provide opportunities for these networks.
- + **Even as they age, people expect to remain active and want trails and recreational facilities they can continue to use.** When asked what they want to enjoy in 2050, even people who calculate that they will be in their 80's at that time express the hope they will be able to enjoy walking and activities outside and that these opportunities will be available to them in Anna.

- + **Most participants have a positive view of Downtown's role in Anna's future and have particular ideas about additions that would improve the area.** Some of those respondents see it as an essential part of the character they value in Anna. Many specific shops, restaurants and activities were identified as desirable additions to Downtown.
- + **There is support for planning and investing to accommodate expected growth.** Several comments emphasized the need to keep up with infrastructure demands as Anna grows. Others stress the importance of good planning
- + **Additional facilities and amenities often found in larger communities are desired here.** Even though many participants want to maintain the feeling that Anna is a small town, they would like to have the facilities that require a larger community for support. New public facilities—including recreation centers, senior centers, and libraries reflect the level of public investment and service often found in larger communities.

ADDITIONAL THEMES AND CONCLUSIONS:

Additional themes and conclusions derived from the community input, staff and stakeholder interview process include:

- + Anna has a sufficient inventory of outdoor components for its current population; however, the anticipated growth will require new facilities.
- + Amenities are currently concentrated in a few locations, primarily on the east side of US 75.
- + Anna is lacking in indoor and outdoor facilities and the recreational offerings typically associated with competitive or recreational level sports.
- + Although Anna has a series of high-quality trails within its parks, it does not have a well-connected network of trails that allows people to get to parks or travel from one park to another or to other desired destinations throughout the city.

STRATEGIC POLICIES

A review of all the detailed comments and input received through this online engagement revealed many different perspectives and ideas for the community's future. All of these details are found in the appendices of the Anna 2050 Comprehensive Plan. A few highlights as they relate to influencing this master plan are summarized below.

This Parks, Trails and Open Space Master Plan identifies specific policies crafted to enhance the physical assets and operational framework of the Anna parks and recreation system. Based on a study of physical conditions and a robust community engagement process, the plan is intended to be responsive to the community's needs. It is both a policy document and a plan designed to target public investment and leverage public sector initiatives. Strategic Policies of the plan include:

Policy 1. The City of Anna will create an exemplary parks and recreation system to provide Anna neighbors access to recreation close to home.

Policy 2. The City of Anna will work with developers to create unique destinations that build off of existing areas of natural, cultural or architectural distinction to attract new residents and businesses.

Policy 3. The City of Anna should encourage development of parks, open space and trails by utilizing land within floodplains to create connections across the community (see Chapter 7, Placemaking, Anna 2050 Comprehensive Plan).

Policy 4. The City will increase staffing levels commensurate with the addition of parks, facilities and programming responsibilities.

Policy 5. The City of Anna should develop and implement a plan for staff-facilitated recreation programming for the community, to include activities such as youth and adult sports leagues, after school programs, summer activities, skills classes, senior programs, etc.

Policy 6. The City of Anna will pursue planning and design for additional trail connections, making important linkages to identified destinations throughout the city.

Policy 7. The City of Anna will expand its inventory of recreation facilities, including planning and design for an indoor recreation facility.

Policy 8. The City of Anna will pursue the planning and design of an outdoor sports complex to support the needs of Anna neighbors who want to play sports closer to home.

Policy 9. The City of Anna will pursue the planning and design of an outdoor space within Downtown that will become a destination and gathering space for Anna neighbors and visitors.

Policy 10. The City will adopt strategy for the development of active based recreation facilities.

Policy 11. The City will develop key active recreation facilities to serve the community.

Policy 12. The City will encourage other organizations to develop recreation facilities in Anna to serve community needs.

Policy 13. The City of Anna commits to developing a strong set of recreation programs and services to serve the needs of the community.

Policy 14. The City will make a clear and informed determination of the role it will play in providing community recreational programs.

Policy 15. The City will establish an overall basic programming philosophy, a program plan and a program classification system as required recreation program support initiatives.

Policy 16. The City should establish the required parks and recreation organizational support initiatives.



02

ANNA AT A
GLANCE

Anna at a Glance

Anna is located in northern Collin County, along US 75 (Central Expressway), approximately 10 miles north of McKinney and 45 miles northeast of Dallas. Anna is currently 15 square miles in size. Central Expressway, one of the major travel corridors in North Texas, runs north-south through Anna, bisecting the 61.2 square mile study area for this master plan. This study area includes the land within the city limits as well as the land within the city's Extra Territorial Jurisdiction (ETJ).

COMMUNITY PROFILE

- + 2021 Population: 17,460 (Source: NCTCOG*)
- + Location: Collin County, Texas
- + Total Households: 5,343 (ESRI)
- + Median Age: 32
- + Median Home Value: \$210,000 (Source: U.S. Census)
- + Median Household Income: \$81,734
- + Year of incorporation: 1913

*NCTCOG: North Central Texas Council of Governments

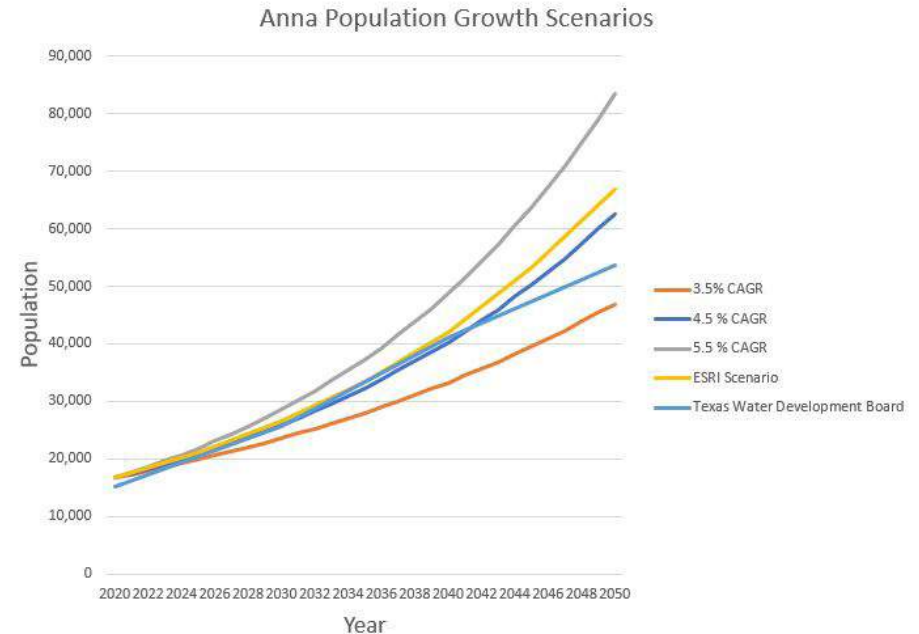
POPULATION PROJECTIONS

A full analysis of the parks and recreation system is not based solely on the inner workings of the parks system, but includes the community being served as well. In providing a comprehensive Parks, Recreation, and Trails Master Plan, both current and projected demographics must be analyzed to determine the composition of the population and its needs. Understanding these trends is a critical component in planning the current and future delivery of recreation programs and facilities in Anna.

The following is a description of population growth scenarios detailed in the Anna 2050 Comprehensive Plan:

According to NCTCOG*, Anna has a 2021 population of 17,460 residents. A variety of growth scenarios was analyzed to project future population. The results of the analysis reveal a projected 2050 population within the range of 42,000 to 84,000 residents.

Projections from the Texas Water Development Board, ESRI, and several Compound Annual Growth Rate (CAGR) scenarios were analyzed based upon historical growth trends. The 5.5% CAGR scenario represents the high end of the spectrum with a 2050 projected population of roughly 84,000 residents. The 3.5% CAGR scenario is the most moderate scenario and represents a 2050 population of 42,000 residents. (The chart below) illustrates the population projections for Anna between 2020 and 2050.





03

PARKS AND
OPEN SPACE

Parks and Open Space

This chapter sets forth an action plan revolving around a four-step framework for the goal of adding new parks to the existing facilities in Anna and for improving existing parks to meet or exceed Anna neighbors' expectations. The four-step Park Development Cycle outlined below is explained further later in this chapter.

PARK DEVELOPMENT CYCLE

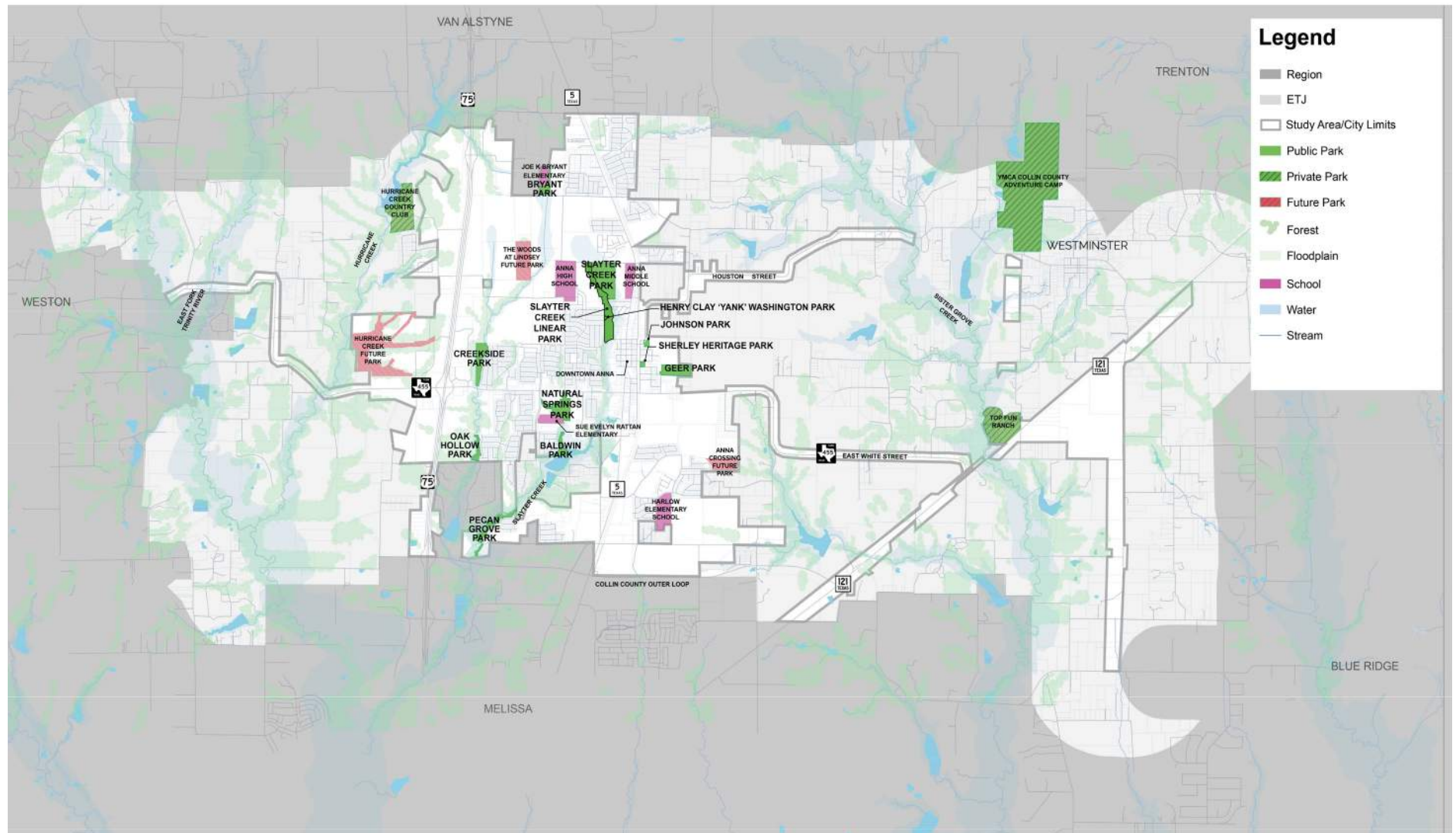


PUBLIC PARKS AND OPEN SPACE IN ANNA

The City of Anna presently has a variety of park, special use and trail facilities in its system to meet the recreational needs of Anna neighbors. There are approximately 193 acres in seven developed parks, trails and other facilities as well as undeveloped City-owned property and property that is in the platting stage that is planned for park development. Public parks in Anna are all at various stages of development. Opportunities for each park are included in this report. There are other public lands in Anna that could be developed into new parks, and there are opportunities for new parks to be created as private development occurs.

The location of each of the existing parkland is indicated on the following map—Existing Parkland Map. A detailed inventory of parks is located in the Appendix of this plan .

Anna Parks			Parking	Trails	Playground	Pavilion	Education	Benches	Open Space	Town Cans	Shade Trees	Restrooms	Picnic Tables	Picture Spot	Sports Fields
Name	Address	Size													
Bryant Park	Co Rd 371 Anna, TX 75409	5 acres													
Slayter Creek Park	W Rosamond Pkwy Anna, TX 75409	46 acres	•	•	•	•	•	•	•	•	•	•	•	•	•
Johnson Park	N Sherley Rd Anna, TX 75409	3 acres	•				•	•	•			•			•
Sherley Heritage Park	101 S Sherley Rd Anna, TX 75409	1 acre	•		•	•	•	•	•			•	•	•	
Natural Springs Park	Anna, TX 75409	29 acres	•	•		•		•	•	•	•	•	•	•	
Baldwin Park	Anna, TX 75409	9 acres	•	•				•	•	•			•	•	
Geer Park	6th St Anna, TX 75409	25 acres	•						•						•
Pecan Grove	Anna, TX 75409	15 acres							•						
Creekside	Anna, TX 75409	21 acres							•						
Oak Hollow	Anna, TX 75409	8 acres							•						
Henry Clay "Yank" Washington	Anna, TX 75409	1 acre			•										
Slayter Creek Linear Park	Anna, TX 75409	41 acres	•					•	•	•	•				



PARKS AND OPEN SPACE

ADDITIONAL OPEN SPACES AND RECREATIONAL OPPORTUNITIES

Within the city limits and ETJ of Anna, there are several additional recreational opportunities that are not under the direct management of the City. Some of these areas include:

- Homeowners association (HOA) parks
- Private lakes and ponds
- School campuses
- Collin County Adventure Camp
- Top Fun Ranch

These areas provide Anna residents with recreation opportunities along with the parks and open space controlled by the City. While some of these areas may not be accessible to the general public, they still provide the community with open space assets. When planning for new parks, the service area of these offerings should be taken into consideration

HOA PARKS

A few homeowners associations and planned developments within Anna provide parks and open space for residents in their neighborhoods. Some of these spaces include improvements such as playgrounds, shade structures and trails, while others remain undeveloped and in a preserved natural state. Some include ponds and lakes that simply provide a serene setting for users.

SCHOOL CAMPUSES

One of the largest providers of open space in the city is the Anna Independent School District. Almost every school property has open play fields and a playground. In order to provide opportunities for neighbors, the City should explore the possibility of shared use and public access agreements .

PRIVATE LAKES AND PONDS

Over 35 private lakes or ponds are spread through the planning area. Some of these bodies of water are private stock tanks used for agriculture; others are larger Soil Conservation Service lakes built over the years. Many of these lakes hold great recreation potential for fishing, the use of small man-powered watercraft or the enjoyment of a passive open space .

COLLIN COUNTY ADVENTURE CAMP

Funded by the voters as part of a \$26 million Collin County bond program, this adventure camp was constructed in 2006 and is managed by the YMCA of Metropolitan Dallas. The goal of the camp is to bring an outdoor learning experience to the children of Collin County. The program offers a 10-week summer camp and year-round group retreats. Amenities include a zipline tower, canoeing, fishing, archery, BB gun range, climbing wall and a teambuilding ropes course, as well as a dining hall and cabins to accommodate over 500 campers.

TOP FUN RANCH

Top Fun Ranch is a private venue available for rental that provides space for large events or parties. The ranch promotes a theme of “agritourism” and offers private lake fishing, water skiing, swimming, games, aviation services and food catering.

NEEDS ASSESSMENT

In order to develop a comprehensive set of recommendations for park improvements, current park standards and level of service measures were evaluated. The adequacy of existing parks, facilities and open spaces is determined by comparing the needs of the present and forecasted populations of Anna to specific goals and guidelines.

CRITERIA FOR GUIDELINES

Historically, the most common standards for park planning, as recognized by park and recreation professionals, have been those published by the National Recreation and Park Association (NRPA). The NRPA recognizes the importance of establishing and using park and recreation guidelines as:

- + A national expression of minimum acceptable facilities for citizens of urban and rural communities
- + A guideline to determine land requirements for various kinds of park and recreation facilities
- + A basis for relating recreation needs to spatial analysis within a community-wide system of parks and open space
- + A means to justify the need for parks and open space within the overall land use pattern of a community

These guidelines address minimum, not maximum, goals to be achieved. The guidelines are intended to be coupled with conventional wisdom and judgment relating to the particular situation to which they are applied and to specific local needs. This plan utilizes a combination approach, complemented and informed by community feedback, to determine the needs of each topics discussed in the chapters of this plan.

The following two assessments were used to establish a Level of Service (LOS) for parks and open spaces in Anna:

- + Population-based assessment—Provides a ratio of acreage to population
- + Pedestrian shed-based assessment—Provides a geographic range of where certain parks and open space may be needed, measured against a 1/4-mile radius for a typical maximum pedestrian walk

Park	Classification	Acres
Bryant Park	Undeveloped Park	5 Acres
Slayter Creek Park	Community Park	46 Acres
Johnson Park	Neighborhood Park	3 Acres
Sherley Heritage Park	Special Use Park	1 Acre
Natural Springs Park	Community Park	29 Acres
Baldwin Park	Neighborhood Park	9 Acres
Geer Park	Undeveloped Park	25 Acres
Pecan Grove	Undeveloped Park	15 Acres
Creekside	Undeveloped Park	21 Acres
Oak Hollow	Undeveloped Park	8 Acres
Henry Clay 'Yank' Washington	Neighborhood Park	1 Acre
Slayter Creek Linear Park	Linear Park	41 Acres

STANDARDS AND PARK CLASSIFICATIONS

For purposes of this planning effort, the parks in the city were categorized and classified based on park design concepts and standards identified by NRPA. Park classification types in Anna include:

The following is a population-based assessment for each park type, based on a ratio of acreage to population, measured against NRPA standards and like-sized communities. For purposes of this analysis, parks that are currently in the planning process or have not been officially dedicated are not included until they are officially dedicated to the city. These spaces are noted and shown here to take into consideration for future planning.

COMMUNITY PARKS

A community park is a large and versatile type of park developed to serve the broader community. These parks can be designed to provide both active and passive recreational facilities for all ages. A community park can serve several neighborhood areas and can usually be accessed conveniently by automobile. A community park typically ranges in size from approximately 25 to 300 acres. In Anna, there are two community parks:

- + Slayter Creek Park: 46 Acres
- + Natural Springs Park: 29 Acres

NRPA Recommended LOS	5 Acres for every 1,000 residents
2021 Population Estimate	17,460 (NCTCOG)
2021 Target LOS	86 Acres
2021 Provided LOS	75 Acres
2050 Population Projection	84,000
2050 Projected Target LOS	420 Acres



NEIGHBORHOOD PARKS

Neighborhood parks serve a variety of age groups within a limited area or neighborhood. They range in size from 1 to 15 acres and generally serve residents within a 1/4- to 1/2-mile radius. The neighborhood park typically includes areas for active recreation activities, such as field games, court games, playgrounds, etc. Passive recreation activities may include walking, viewing, sitting and picnicking. There are three parks of this type in Anna:

- + Johnson Park: 3 Acres
- + Baldwin Park: 9 Acres
- + Henry Clay 'Yank' Washington: 1 Acre

NRPA Recommended LOS	1.5 Acres for every 1,000 residents
2021 Population Estimate	17,460 (NCTCOG)
2021 Target LOS	26 Acres
2021 Provided LOS	13 Acres
2050 Population Projection	84,000
2050 Projected Target LOS	42 Acres



SPECIAL USE/LINEAR PARKS

Special use parks cover a broad range of specialized park and recreation facilities, often with a single major use. Golf courses, historical sites, community center sites, theme parks, water parks and other special use facilities fall into this category. These parks also include neighborhood or community park elements, but with amenities that have a regional appeal to visitors from outside the boundaries of the city.

Linear parks are usually much longer than they are wide, in terms of their configuration. Examples include parks or trails within old railroad beds, utility corridors, floodplain areas or excess or abandoned right-of-way.

Because special use parks and linear parks vary by size and type from city to city, there is not a specific recommended level of service. In Anna, there are two parks of this type:

- + Sherley Heritage Park: 1 Acre
- + Slayter Creek Linear Park: 41 Acres



UNDEVELOPED PARKS

Undeveloped parks are tracts of land currently dedicated as parkland and under City ownership. These properties are by ordinance reserved to be improved for park purposes. Currently, these properties do not provide the minimum level of service to be considered a neighborhood park or community park.

There are several undeveloped parks in Anna:

- + Bryant Park: 5 Acres
- + Geer Park: 25 Acres
- + Pecan Grove: 15 Acres
- + Creekside: 21 Acres
- + Oak Hollow: 8 Acres



PARKS “ON PAPER”

During the planning process associated with this master plan, several developments were in the planning stages and included future parkland dedication as part of the project. These projects are being closely followed by staff and integration of the parkland into the parks system is expected. The properties and general locations of the proposed parks are included on the Park System Map. At the time of this report, specific amenities, acreages, or timing is unknown. It is recommended that the city ensure at least the minimal level of service and amenities is provided in these spaces.

The Woods at Lindsey Place -22 Acres

Located just west of Anna High School east of 75 the planned single-family residential subdivision with a multi-family component proposes to dedicate approximately 22 Acres of parkland. At the time of approval an 8' concrete hike and bike trail was proposed to be installed around the perimeter of the parkland. Additional amenities planned include shade structures, playground, picnic areas, dog park, 70 parking spaces, and preserved wooded areas. The park will be bisected by Rosamond Parkway at the future intersection of Ferguson Parkway. Amenities will be located on both sides of the road. A safe pedestrian crossing area should be planned for this area to include plenty of room to gather before crossing so groups of park users can cross together.



Concept Plan by Others: Subject to Change

Villages of Hurricane Creek: 148 Acres

A new subdivision planned for the west side of Central Expressway will bring much needed recreation opportunities to this side of the highway. It is anticipated approximately 148 Acres will be dedicated as parkland within the development. At the time of approval an 8' concrete hike and bike trail was proposed to be installed within these spaces linking areas of the new subdivision to and around an existing stock pond. An area within the open space is proposed to contain an outdoor amphitheater.

The following amenities should also be considered for this area:

- + Parking for general access as well as specific planned amenities.
- + Preserved open space for passive recreation.
- + Multi-use sports pad
- + Fishing pier with shaded pavilion
- + Potential Recreation Center for West side of 75 (when future development occurs on this side of town)



Concept Plan by Others: Subject to Change

Anna Crossing: 28 Acres (Future Park/Current Plat)

A multiple phase single family residential subdivision with a multi-family complex as well as an elementary school located along highway 5 south of Downtown Anna. The neighborhood currently has an HOA owned and maintained playground. Within the development agreement a 28-acre park is to be dedicated in a future phase. Proposed amenities are not detailed at this time.

The following amenities should also be considered for this area:

- + Trail connection to the north to downtown Anna
- + Rectangular practice fields and multi-use open space
- + All-abilities playground



Concept Plan by Others: Subject to Change

Natural/Open Space

These are natural areas, generally left undisturbed, but not necessarily characterized as land preservations. No organized, active recreational uses are typically accommodated in these areas; they are primarily intended for passive recreational use. Typically, these areas will include low impact recreation development such as trails, lake or river access and interpretive or educational areas. Within the city of Anna and its ETJ there are several areas of potential for this type of recreation opportunity. Floodplain corridors offer this opportunity and can provide linkages to other developable areas throughout the city that are adjacent to the floodplain. As parkland dedication is reviewed locations adjacent to the floodplain or other natural areas should be encouraged. In addition to the floodplain corridors, soil conservation ponds and lakes provide this opportunity for enhancements to the natural offerings in the City of Anna.



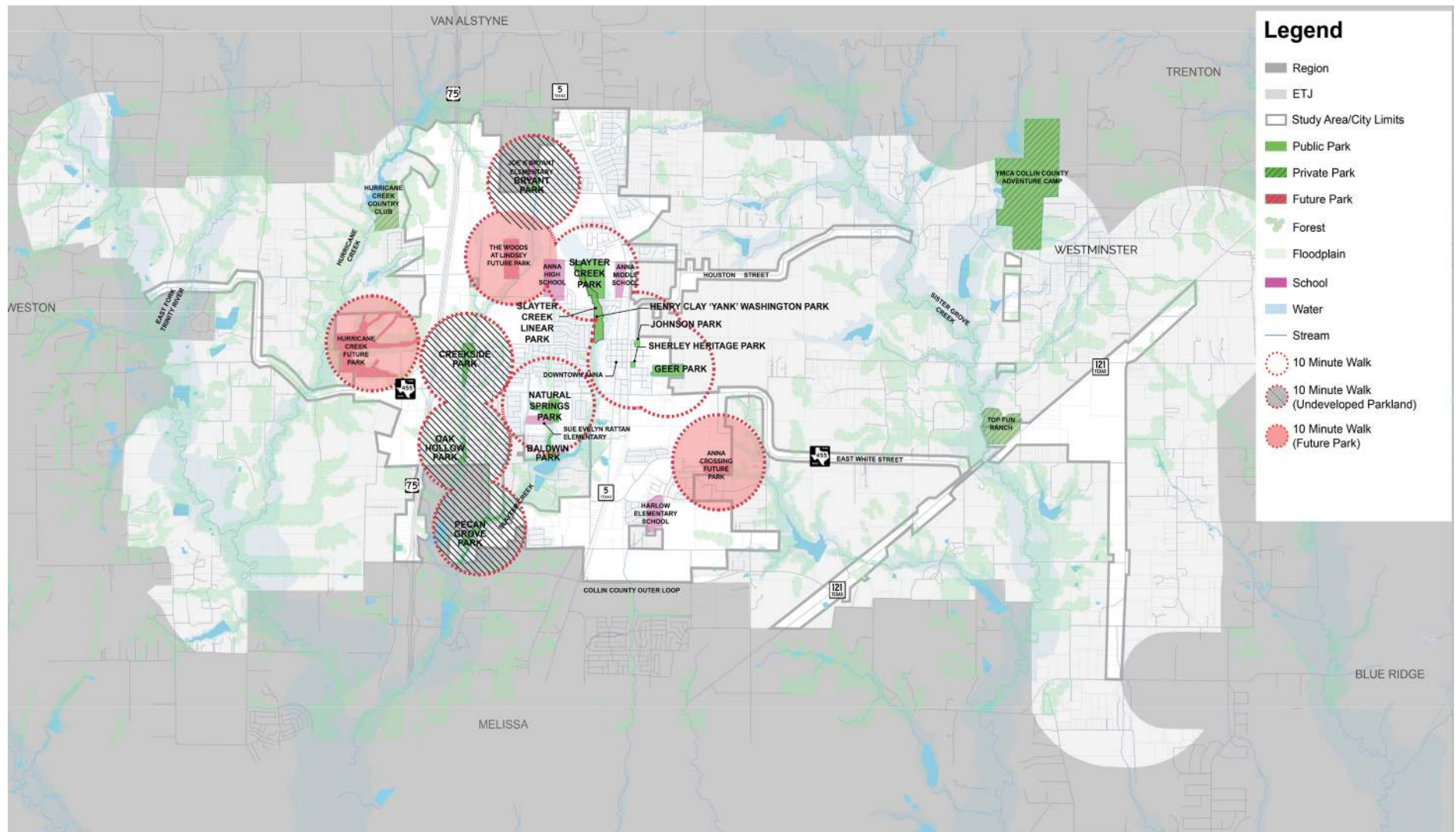
GAPS IN SERVICE - BY PARK POPULATION BASE

The current offering of community parks represents a deficit of approximately 9 acres of parkland when a ratio of 5 acres per 1,000 residents is applied. At the present time, it appears that the city is meeting the minimum standard for community park offerings; however with expected growth and current projects underway, and the rapid population growth expected over the next few years, planning for additional community parks will be required to meet the recommended level of service. A gap of approximately 300 acres is projected based on the 2050 population estimate. The City of Anna will need to add at least two to three large community parks to adequately serve the community by 2050.

The current offering of neighborhood parks is shown to have a gap of approximately 13 acres when a ratio of 1.5 acres per 1000 residents is applied. This gap is present when comparing the standard to the acreage in developed parks; however, the city has a surplus of undeveloped parkland, appropriately sized to serve as neighborhood parks. These properties, currently function as open space in the neighborhoods where they are located, should be improved with typical neighborhood park amenities to truly serve Anna neighbors with the minimal level of service amenities described in this report. A gap of approximately 30 acres is projected based on the 2050 population estimate. The City of Anna will need to add 5-6 neighborhood parks to adequately serve the community by 2050. This gap is based on an average size of 7 acres, it should be noted neighborhood parks can vary in size depending on the neighborhood served.

Pedestrian Shed-based Assessment

Provides a geographic range of where certain parks and/or open space may be needed, measured against a 1/2 mile radius for typical 10 minute pedestrian walk.



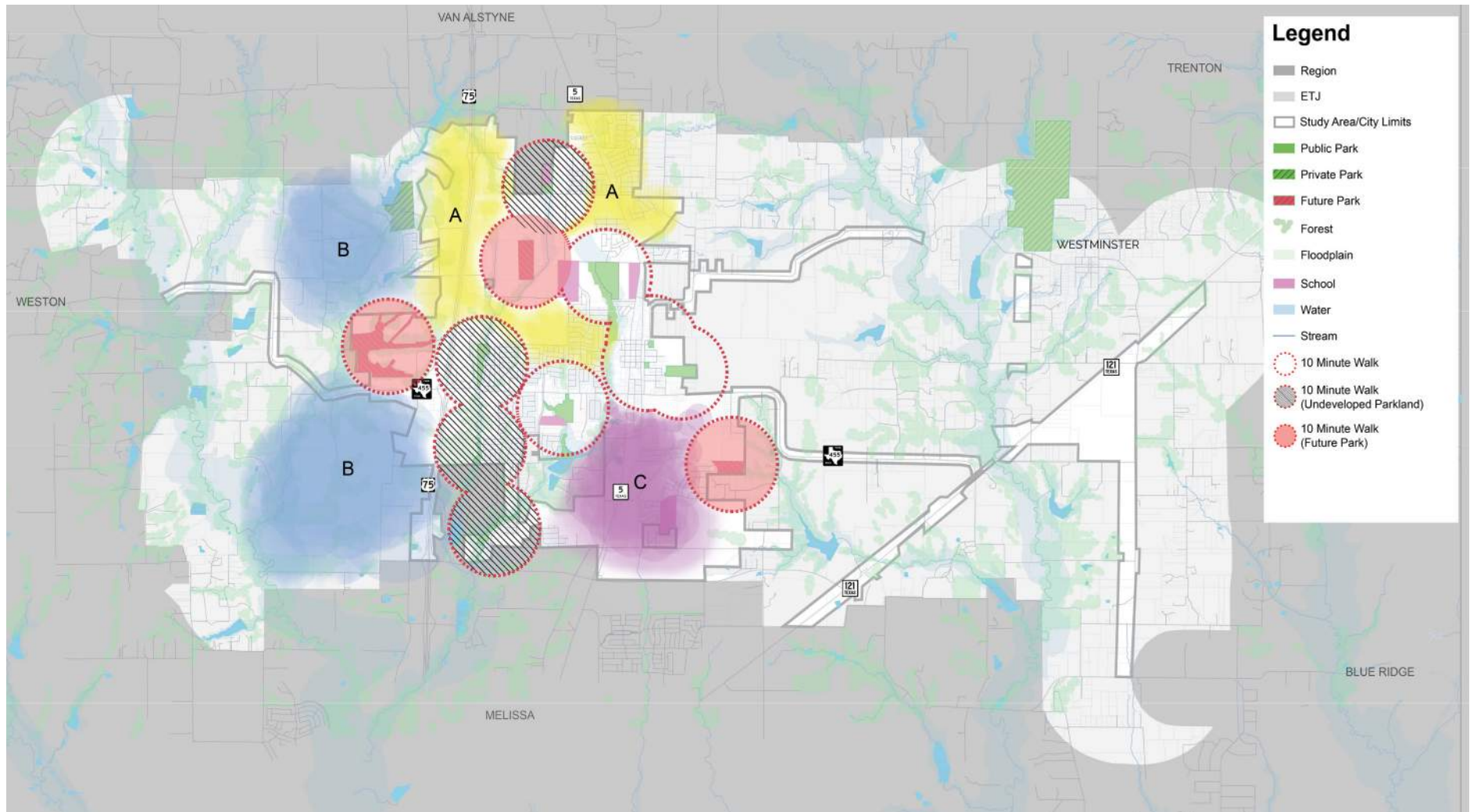
SERVICE AREAS

Areas that fall outside of the pedestrian shed analysis are considered to be under-served areas of the city. Residents that live in these areas are more than a 10 min walk from a city park

- + Area A: Areas within the core of Anna that are not currently served by developed parks
- + Area B: These areas are on the western side of Central Expressway and are expected to be developed quickly over the next few years. The areas north of 455 will be served by the future park in the Villages of Hurricane Creek development.

- + Area C: This area contains the current phases of Anna Crossing and will mostly be served by the future 28 acre park.

Underserved areas should be considered a priority when acquiring new parkland for the system in order to provide parkland within a 10-minute walk to every resident in the area.



UNDERSERVED AREAS

PARK DEVELOPMENT CYCLE IN ANNA

The first part of the Park Development Cycle is to acquire land for parks. Land can be added to the parks and recreation system by several different methods:

- + Dedication of land from the private sector to meet City requirements for new development
- + Donation from the private sector or individuals
- + Payment of parkland fees by the private sector to meet City requirements for new development; these fees can be used by the City to purchase/acquire new parkland
- + Purchase/Acquisition of desirable parkland by the City
- + Conversion of property already owned by the City for new parkland

When considering property for future parkland dedication, acquisition, and/or development, certain evaluation criteria should be utilized. Among these criteria should be:

- + Is the land in the area without a park within a 10-minute walk from another park?
- + Is the land generally usable for park and recreation purposes (Usable slope, size and not encumbered by floodplain, utilities or drainage)?
- + Is the land available for purchase?
- + Is there an added public purpose besides quality of life enhancement that could be addressed upon acquisition (e.g. erosion control, flood control, drainage improvement)?
- + Does the land give additional lake front access or amenities?
- + Is there upcoming or pending development that could assist with development of a park in a certain area?
- + Are there any other efforts in the area or otherwise that could be complementary to the acquisition/development of a park in the area?
- + Is there neighborhood support for a proposed park?

Not all of the criteria above need to be met to justify the dedication and/or purchase of property for park development, but they should all be considered when evaluating potential parkland opportunities.

Minimal level of service - Amenities

The design of new public parks, to be developed by the public or private sectors, should be designed with a minimum set of amenities for the use of community members. Based on community feedback, this minimum set of amenities should include, but not necessarily be limited to, the following:

- + Restroom (where possible)
- + Shade
- + Play equipment
- + Picnic tables
- + Parking

Shared Spaces

Throughout the city, there is land that could beautify the community while also reflecting community branding, providing a sense of arrival, or acting as a gateway to the city. These areas, typically located within road rights-of ways or medians, are normally planned and maintained by the City's parks and recreation department. Elements such as common landscaping materials and signage or wayfinding can be located in these areas.

Green Infrastructure

These areas can also provide an opportunity to implement green infrastructure techniques to serve both functional needs, such as improved drainage and stormwater filtration, and for aesthetic benefits, such as quality of life and scenic views. Green infrastructure practices utilize open green spaces and the soils, vegetation and other natural elements within them to allow stormwater to permeate slowly into the soil after it falls, maintaining or restoring the water's natural flow, while providing moisture to the vegetation that is part of the system and preserving or restoring natural areas such as forests and wetlands. The use of green infrastructure reduces the amount of solid paved surface in favor of more natural areas such as rain gardens, vegetated swales, green roofs and porous pavements. It can be implemented at a regional scale or in a specific streetscape project or site design. In the urban setting, it may be most effective as part of a network of systems connected to established green spaces.

FOCUS AREAS FOR EXPANSION AND KEY CENTERS

The identification and emphasis on the Key Centers illustrated in the Anna 2050 Future Land Use Plan (see Chapter 3 of the Anna 2050 Comprehensive Plan) is a key plank in the community's strategy for targeting its investments to build upon important existing assets. As the city grows and development becomes more dispersed, these Key Centers will become focal points in the community. Placemaking strategies, including the manner in which parks and open spaces are provided, will be critical to the success of each of the centers.

75 CENTER

The 75 Center is designed to serve and attract a regional audience with Community Commercial, Regional Activity Center and other high-density residential PlaceTypes (see Chapter 3, Anna 2050, for additional information on PlaceTypes). The built environment in this center should be supported by parks and recreation amenities for the use and enjoyment of residents, visitors and customers and as a means of connecting to the surrounding community. Trails and linear parks can serve this purpose in some areas, and it will be very important to incorporate a pedestrian-scaled east-west crossing over US 75. This crossing could be incorporated into an existing vehicular bridge, but should be comfortable for pedestrians and provide a clear separation from automobiles on the adjacent roadway. This bridge could be designed as a gateway feature visible from the main lanes of the highway. Crossing US 75 could also be accomplished below the road at locations that provide ample room for a trail to be "benched" into the opening below the road. Further trail connections should be made to and from this bridge to allow Anna neighbors to access not only the 75 Center, but also both sides of the city. This center also provides opportunities for mixed-use-supportive open spaces and plazas that would invite visitors to spend time outdoors after enjoying a restaurant or visiting a shop As well as the residents who live here. While open spaces within a mixed-use center typically do not have the room to support all users or user types, the park system should expect heavier use at the adjacent neighborhood parks to this center. Additional maintenance and upkeep at the nearby parks should be planned to not overburden these spaces.



DOWNTOWN ANNA*

The Downtown area is the heart of Anna and has the potential to become the place that all Anna neighbors call their own. It can include a combination of an open space, a plaza and a series of well-designed streets and sidewalks that connect various parts of the center together. The history of Downtown can be celebrated through thoughtful design. Pedestrian-scaled connections from the Downtown Core to Sherley Heritage Park can provide both a physical and an emotional connection to the past. Pedestrian-scaled improvements should be used to emphasize connections from the new Municipal Complex to the Downtown Core. Downtown's central location also makes it a great location for community amenities, such as a community/recreation center, library or an appropriately scaled sports complex and for special events and activities.

*Chapter 9 of the Anna 2050 Plan is dedicated to the future vision for Downtown.



ANNA BUSINESS CENTER

Trail connections to the Anna Business Center will allow both neighbors and employees to access this center in multiple ways. This center is an important asset for the future of Anna, and it is important to pay attention to the amenities provided and the environment created so that it will compete well with employment centers elsewhere in the North Texas region. Additional recommendations for this area include installation of green infrastructure applications in between buildings and parking areas to assist in conveyance of storm water in the center. These areas could be developed as amenities connected with the trail system or areas for employees to gather or take a break during the workday.



PARKS AND OPEN SPACE ACTION ITEMS

To realize the Parks and Open Space strategy for Anna, the following Action Items should be implemented:

Action 1. City-Owned Properties. Expand and/or enhance City-owned park and recreation properties that have the potential to better serve the surrounding residents or that could become a wellness and enjoyment destination for the community at large.

Action 2. Parkland Dedication/Fee Ordinances. Review and revise current dedication and fee ordinances. Develop a process to review current ordinances annually

Action 3. Property Acquisition. Acquire developable properties utilizing the key service criteria .

Action 4. Open Space Standards. Create standards, where appropriate, to evaluate new private development proposals on their efforts to provide outdoor open space with amenities and neighborhood and/or community gathering places.

Action 5. Open Space Opportunities. Evaluate alteration requests to existing buildings and sites for additional open space, plaza, gathering places and/or green space.

Action 6. Plan Review. Continue to include Parks personnel on the Anna Development Review Committee and review plan submittals, not only to meet specific technical requirements, but also to meet community quality of life, recreation and open space needs .

Action 7. Green Infrastructure Guidelines. Develop guidelines and encourage development within the city to implement green infrastructure practices, where applicable.

Action 8. City Gateways and Shared Spaces. Plan for and design a citywide plan to standardize city gateways, monuments and medians to create a cohesive branded landscape throughout Anna.

Action 9. Private Recreation Providers.: Engage local private recreation providers to explore opportunities and partnerships in providing services. Future expansion of the parks system should also take into consideration the location of these facilities and work to not replicate services provided in the same geographic area.

Park Recommendations

In addition to the Action Items the following are general park improvement recommendations for each of the City Owned parks today.



Slayter Creek Park

- + Baseball field renovation (Turf)
- + Skate park upgrade
- + Connection to stadium/ drainage channel enhancements



Sherley Heritage Park

- + Defined connection to downtown
- + Integration of train and track
- + Park site plan to relate to the aesthetic of proposed downtown enhancement
- + Additional Parking



Johnson Park

- + Playground and Ballfield upgrade/replacement (Currently underway)
- + Parking improvements
- + Trail connections to downtown and other adjacent parks



Geer Park

- + Park site plan
- + Potential land acquisition to assemble larger property
- + Rectangle practice fields in interim
- + Connection to downtown and other adjacent parks



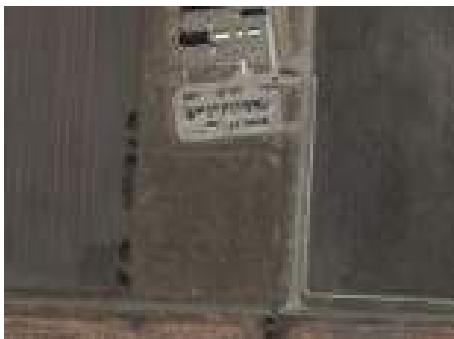
Natural Springs Park

- + Trail connection to the east to Downtown
- + Erosion control south of pond
- + Nature Themed Play Structure
- + Additional Parking



Baldwin Park

- + Trail connections to southwest along Slayter Creek



Bryant Park

- + Develop park based on proposed site plan
- + Trail connections to rest of system
- + Connections/partnership with ISD



Pecan Grove Park

- + Park site plan for minimum level of amenities
- + Trail connection



Oak Hollow Park

- + Park site plan for minimum level of amenities
- + Trail connection



Creekside Park

- + Park site plan for minimum level of amenities
- + Trail connection





04

TRAILS AND
SIDEWALKS

Trails and Sidewalks

The most significant theme expressed by the community during the public engagement part of the planning process was the desire for more trails and sidewalks of varying types. Trails and sidewalks serve many functions relating to mobility and connectivity, recreation, leisure, quality of life and wellness—all vital to achieving the vision of the Anna community. This chapter of the plan provides specific and actionable strategies to encourage the construction of additional trails and sidewalks within the city.

In studying Anna's system of trails and sidewalks, several factors are worth noting for the future:

- + **Connections.** Missing segments of trails that could improve connectivity in the trail network should be installed, and trails to key destinations in Anna should be provided.
- + **Trail Master Plan.** Alignments in the Trail Master Plan should be reevaluated every year as some connectivity priorities may have changed since its adoption.
- + **Trail Types.** Although a hierarchy of trail surface options is desired, there is an increased desire for soft-surface trails and off-street, multi-use trails.
- + **Trail Amenities.** A variety of trail amenities, such as mile markers, parking, restrooms and directional signage should be provided, with an increased emphasis on pedestrian-scaled lighting, restrooms and security/safety enhancements, specifically.
- + **Communication.** Communication with users should be improved through website maps and tools, social media presence and in-park/on-trail signage (including contact information for any management or operational issues).
- + **Regional System.** Support efforts within Collin County and the region to connect municipalities with trail infrastructure by planning tie ins to adjacent cities.
- +

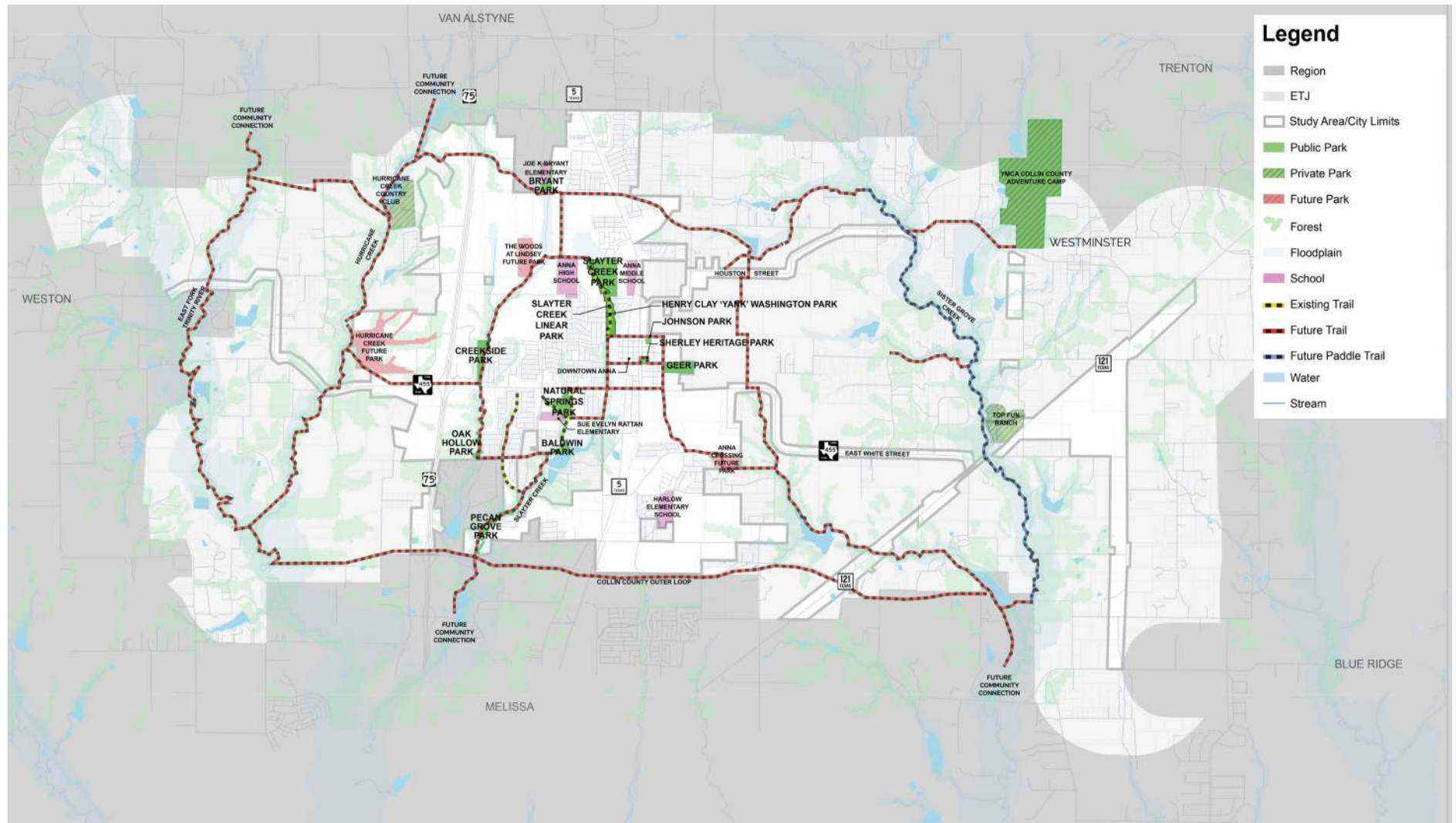
NEEDS ASSESSMENT

The following needs/themes emerged from community engagement efforts conducted during the planning process for the Parks, Trails and Open Space Master Plan in terms of trails:

1. Need for better maintenance and amenities along trails
2. Desire for separated bikeways
3. Desire for more connections from residential neighborhoods to parks and recreation destinations
4. Need more connections between parks and recreation areas
5. Need connections from neighborhoods to and throughout Downtown
6. Desire for access to water or paddling trails
7. Need for better communication regarding trail locations
8. Desire for more nature-centered activities

INVENTORY

The Anna trail system contains approximately 4-5 miles of trails. Most of the trails in Anna are constructed of 8' to 10 foot wide reinforced concrete, although some are soft surface trails. The majority of the trails in Anna are loop trails located within parks.



TRAILS & SIDEWALKS

TRAIL TYPES

In order to plan for a connected system of trails to serve Anna neighbors and visitors in the future, the following system guidelines were developed. Trails within the city of Anna should follow general AASHTO (American Association of State Highway and Transportation Officials) safety guidelines for trail construction and layout.

Sidewalks: 5'- 8' Concrete

These local neighborhood walkways typically accompany the system of adjacent neighborhood streets, connecting into larger street networks. They link neighborhood blocks and communities together and ultimately provide connection into more significant trails. Neighborhood sidewalks typically range from 4 feet to 6 feet in width. At locations where sidewalks connect to the trail system, a 5-foot minimum walkway is recommended.

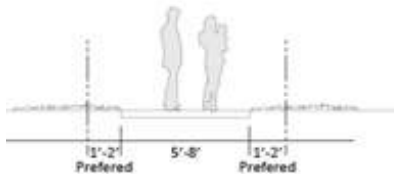


Figure 3.2 - Sidewalks

Soft Surface Trail: 4'- 12' Multi-Surface Trail

In wooded areas or areas of specific natural significance to the city, either soft surface, hard surface trails or a combination may be used depending on surrounding conditions and expected usage. These trails should connect into the community-wide trail system and provide access to special outdoor spaces.

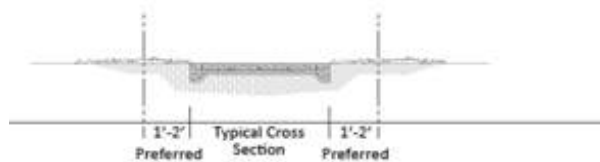


Figure 3.2 - Typical Cross Section

Regional Veloweb: 12' Concrete Trail

The purpose of this type of trail, which is defined and recognized by the North Central Texas Council of Governments (NCTCOG), is to provide regional and interregional routes. NCTCOG describes the Veloweb as “a 644 -mile interconnected network of off-street trails designed to provide safe, efficient mobility to pedestrians and cyclists.” The intention of the Veloweb in Anna is to provide access throughout the city, to destinations in adjacent communities and, ultimately, to connect to the DFW metro area. Trails designated as part of the regional Veloweb should be concrete and a minimum of 12 feet in width. Anna is at the northernmost end of the study area for the Regional Veloweb in Collin County. Two routes are identified in the NCTGOG 2045 Mobility Plan.

- + A north-south route approximately 1/2 mile east of US 75. This route runs parallel to the highway following Slayter Creek to Baldwin Park, Natural Springs Park and then tying into the existing Slayter Creek Trail to the north. Some portions of this alignment exist, mainly within the existing parks. This trail will eventually continue south and tie into connections planned in Melissa, linking Anna along the US 75 and DART rail corridor to the communities of McKinney, Fairview, Allen, Plano, Richardson and Dallas.
- + An east-west Veloweb trail running parallel to the Collin County Outer Loop alignment is identified in the NCTCOG mobility plan. This trail should be evaluated for inclusion in the planning and design of the roadway. The Right of Way along Rosemond Parkway will provide a more centralized trail closer to existing and proposed neighborhoods. This trail will respond to the desire for future east-west connections within Anna as expressed in both the community feedback and the City Council strategic vision .

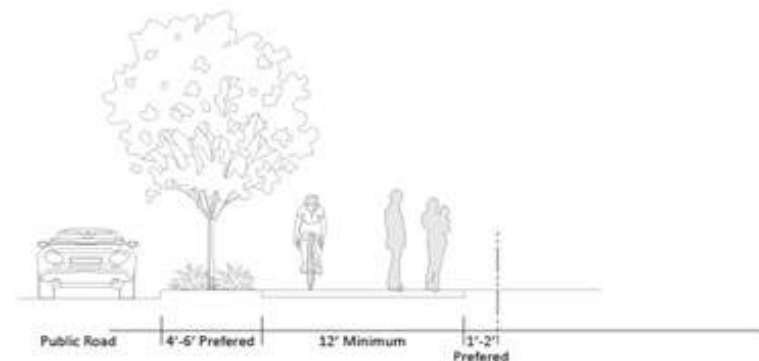


Figure 3.2 - Regional Veloweb Trail

Community Trails: 10' – 12' Concrete Trail

- + Community-wide spine trails that build from the regional Veloweb trails will create a city trail system that connects many key destinations in Anna and establishes longer distance loops. Trailheads with a variety of trail amenities will be located along these trails. Community-wide spine trails should be constructed of concrete. They are typically 10 feet in width to accommodate a higher user capacity. In some segments, where a significant volume of users is anticipated, they may be up to 12 feet wide.
- + The Trail Master Plan map identifies many opportunities throughout Anna for additional community trails. The alignments are conceptual in nature and should be explored in greater detail as development proposals occur.

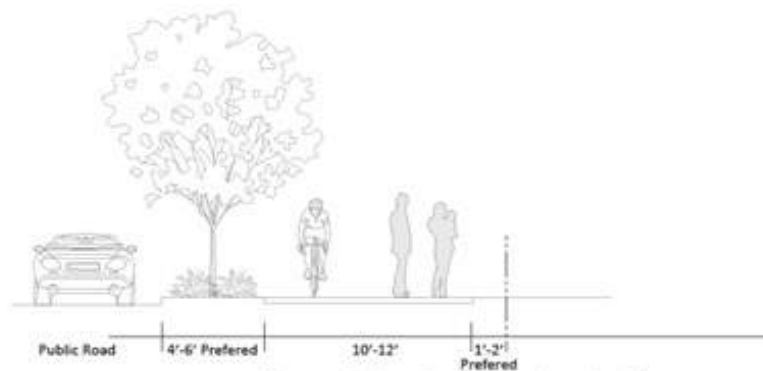


Figure 3.2 - Community Trails

Equestrian Trails: Varied Widths and Surfaces

- + Single-tread trails reserved exclusively for horses and mules—also called bridle trails, bridle paths, or bridleways in urban settings—are uncommon in the United States. Most public trails are designated for shared use, although there may be instances where a trail is not appropriate or safe for all users—for example, a narrow and winding recreation trail with a steep dropoff.
- + Specific Equestrian trails are not identified on the trail master plan at this time. As Anna begin to develop more county land and expand the core of the city an equestrian only trail should be identified to provide a safe place to enjoy horseback riding.

Paddle Trail:

As defined in the Collin County Regional Trails Master Plan (CCRTMP), a paddle trail is a very specialized type of facility and very cost-effective for the recreational opportunities it provides. A paddling trail requires very little capital investment compared to other facility types and almost no operational costs. The elements needed in order to develop a water way into a paddling trail include mile markers (which aid emergency responders) and put-in/take-out locations, which are the riparian version of a trailhead. These facilities should be located at areas with relatively flat riverbanks, which extend into somewhat shallow water, and must have easy access to a roadway. Put-in/Take-out locations must include parking areas (paved or unpaved), drinking water sources and information kiosks to warn canoers and kayakers of potential hazards on the river.

Sister Grove Creek is identified in the CCRTMP as an approximately 26-mile paddle trail opportunity, stretching from FM 2862 in the Anna ETJ to Twin Groves Park on the shores of Lake Lavon near Princeton. Eight put-in/take-out locations have been identified along the paddle trail, the first four within or adjacent to the Anna ETJ. This trail will offer 9 miles of paddling to Anna neighbors and a larger regional population; it will extend several miles south of Anna.

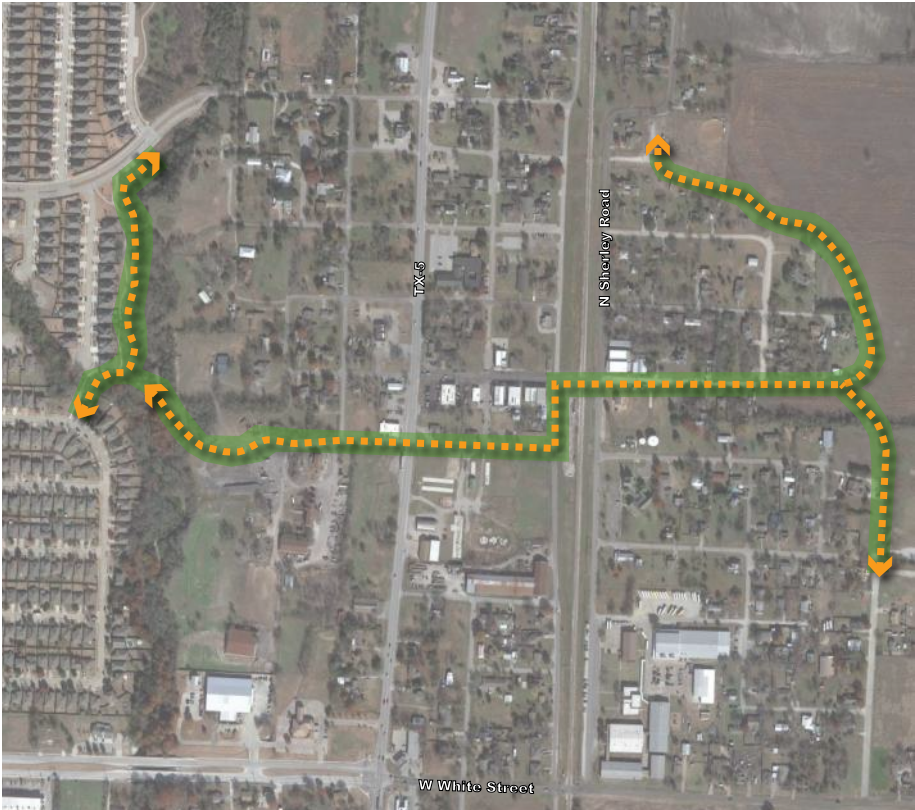


The following pages present alignment studies for four priority trail alignments that should be considered in the near future

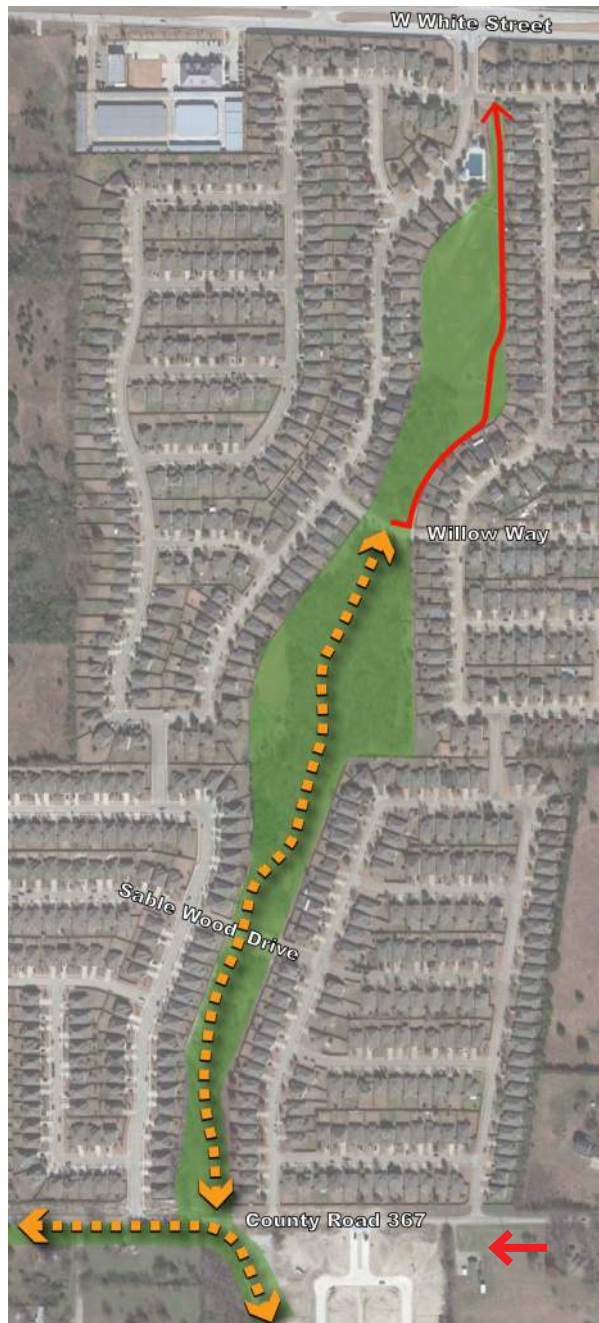
Oak Hollow to Baldwin



Neighborhoods to Downtown



- ← Existing Trail
- Study Area
- Proposed Trail



**Connections to
367**

Natural Springs Park to Downtown



- ← Existing Trail
- Study Area
- Proposed Trail

TRAIL AND SIDEWALK STRATEGIES

To realize the Trail and Sidewalk strategy for Anna, the following Action Items should be implemented:

Action 10. Trail Opportunities. Explore additional areas for trails through wooded and riparian corridor areas.

Action 11. Rail and Utility Corridors. Convert underutilized rail and utility corridors for use as passive recreation amenities, where possible.

Action 12. New Connections. Install additional trail and sidewalk connections utilizing the Capital Improvements Program and grants funding when available.

Action 13. Missing Segments. Complete missing trail segments and locate sources for funding, in addition to the Park Development Fund, for the construction of these sections to improve network connectivity and provide links to key destinations in Anna and adjacent cities.

Action 14. Connections to Other Networks. Designate connections into the regional Veloweb, Collin County Trail System and adjacent city systems

Action 15. Paddle Trail. Engage in planning and design of put in/ take out points on Sister-Grove Creek presented in this plan and the CCRTMP.

Action 16. Review and Update. Conduct a regular review of the Trail Master Plan to determine whether it meets the needs and priorities of Anna neighbors and businesses as development continues to occur; update the plan as needed.

Action 17. Funding Assistance. Apply for funding through the Collin County Parks and Open Space Project Funding Assistance Program for pedestrian and paddle trail improvements in this plan.

Action 18. Trail Surface Options. Develop a hierarchy of trail surface options for context-sensitive use, such as soft-surface trails in wooded areas and wide, concrete surfaces for off-street, multi-use trails, and equestrian only trails.

Action 19. Trail Amenities. Develop a palette of trail amenities, such as mile markers, parking, restrooms and directional signage pedestrian-scaled lighting, restrooms and security/safety enhancements for construction/ installation along Anna trails.

Action 20. Trail Signage/Exhibits. Provide interpretive and/or educational trail exhibits along select trails to acknowledge the cultural and historical significance of an area.

Action 21. Communication. Develop an active plan for communicating with parks and recreation users that utilizes online maps and tools, social media presence and other techniques to inform the community of facility improvements and to develop community support for parks, trails and open space plans.



05

RECREATIONAL
FACILITIES

Recreational Facilities

The City of Anna currently has limited facilities to support recreation programs and services other than athletic fields and passive use parks. As a result, the community is also heavily dependent on the use of Anna ISD gyms and athletic fields for sports programs. The City will need to determine its overall philosophy and level of commitment regarding the provision of parks and recreation facilities and how these views will impact the delivery of future recreation services and facilities to Anna neighbors.

FUTURE ACTIVE RECREATION FACILITIES RECOMMENDATIONS

The City will need to consider how best to deliver active recreation facilities to its citizens in the future. Facilities of this type are expensive to build and operate, so making informed decisions that are not only in the best interest of the citizens of Anna, but are also financially sustainable, will be critical. There are three basic options that could be considered for the future development of active recreation facilities:

- + **Citywide** — Major facilities, such as community centers, pools and sports complexes, are provided on a citywide basis with one primary, centrally-located facility that meets the needs of the entire community. These facilities are large and serve a greater population base. This is the most financially viable of the three options, but requires community members to travel to a single location for most services. This does not work particularly well for a community with distinct geographic areas or where the population is spread out across a large area.
- + **Multiple Facilities** — Facilities are developed on a more neighborhood/geographical oriented basis in strategically selected areas of the community. These facilities are likely smaller and less comprehensive, but meet the needs of the distinct areas of the community they serve. This is a more expensive approach compared to the option of a single facility, with greater capital and operating costs, but dispersing multiple facilities throughout the community makes them more accessible to residents.
- + **Combination** — With this option, there is a blending of the two alternatives noted above. Larger, more comprehensive facilities are built for use on a citywide basis, while some version of the same amenities is provided on a more neighborhood/geographical basis at various locations throughout the community. Capital and operating costs fall somewhere between the costs of the other two options, but overall, the community is better served.

The combination option described above is the one recommended for adoption by the City of Anna as a strategy for delivering active recreation facilities in the future. These facilities should include:

- + One citywide sports complex with neighborhood/geographical-based athletic fields to augment the complex
- + One citywide recreation center and indoor aquatic center
- + One citywide aquatic center with neighborhood/geographical-based splash pads
- + Amenities such as a racquet center and disc golf course would be citywide facilities but could also include neighborhood/geographical-based racquet courts
- + Special use development pads would be for citywide use

Note: This is based on a Anna population of up to 50,000. Beyond this threshold, additional citywide amenities may be necessary.



Sports Complex

Despite the presence of a number of athletic fields at existing parks and schools, there is not a citywide sports complex to serve as a central location for community youth sports competition and tournaments. When a sports complex is developed, its primary purpose should be to serve the ongoing sports needs of Anna, with a secondary concern being tournaments. The fact that there are many other sports complexes in the North Dallas Metroplex will limit the City's ability to attract outside users and tournaments. Based on input from the Anna Sports Group and north Texas sports trends, the complex should include:

- + **Rectangular fields** — 10 full-sized soccer/football/lacrosse fields which can be broken into smaller fields for younger age groups. All fields will need to be lighted and have at least some bleacher seating. These fields could be used for some adult sports, but as a lower priority.
- + **Rectangular fields concession complex** — At least one concession building with covered seating area and restrooms.
- + **Diamond fields** — 8 baseball/softball fields (in two wagon wheel configurations) with the flexibility to adjust outfield distances. All fields will need to be lighted and have bleacher seating. Designated warm-up areas will be needed, along with possible batting tunnels. Ideally, the fields should be adaptable for use by adult softball leagues and tournaments as well.
- + **Diamond fields concession/press box** — A concession area with a shaded seating area and restrooms with a central press box upstairs in the center of each wagon wheel.
- + **Event area** — An area within the sports complex where community events and festivals could be held. This would require a significant open park area where pop-up canopies could be erected or larger event tents, food trucks or other activities could be located. This could also be the site of a farmers market. This area of the park would require significant on-site parking or the ability to access other sports park parking locations in close proximity. There will also need to be lighting, significant electrical power, restrooms and/or pads for portable toilets. There may need to be a permanent stage/amphitheater area. This would require at least 10 acres of park area and could require as much as 15 acres.
- + **General recreation area** — A combination of open play areas, two to three pavilions and a significant shaded playground. This area could be utilized by the general community when the sports complex is not in use and also by parents and siblings of players there for practices,

games or a tournament. There should also be a perimeter paved trail and additional open play areas. An outdoor aquatic center could also be part of this facility.

- + **Park maintenance yard and office** — A central maintenance yard that is large enough to service the complex at full buildout, including a park management and maintenance office.

Approximate Sports Complex size: 75-100 acres of land area to support the fields and necessary support amenities, including parking

Estimated Capital Cost for a Sports Complex – Approximately \$15-\$20 Million

Estimated Operations Costs and Revenues for a Sports Complex – Will have an annual operational subsidy requirement of \$500,000 to \$750,000.

Later phases of the complex should allow for the addition of more rectangular fields and diamond fields. This sports park would not replace the existing athletic fields in Anna, as those will still provide important locations for neighborhood-based practices and games.



Recreation Center

Over the last 20+ years, many communities in Texas have committed to building large, community-wide, multigenerational recreation centers for their residents. This is a cost-effective way to provide a broad range of recreation programs and services to people of all ages. Anna should plan to develop a full-service multigenerational center such as this in a central location in the community. This was one of the top priorities identified by the public in their input on future facility needs.

The following are brief descriptions of the space and square footage estimates for key amenities that could be included in a recreation center.

- + **Gymnasium** —A space that is approximately 8,500 square feet in size and divisible into two gym areas (each with a 72' by 42' basketball court) with a full-sized high school basketball court going the other direction. This would also support two full-sized volleyball courts or four pickleball courts. The gym should be flexible enough to accommodate a variety of sports, including basketball, volleyball and pickleball, and tip-and-roll bleacher seating should be provided. A large storage area would need to be attached to this space.
- + **Weight/Cardio space** — An area of approximately 3,000 square feet that includes a stretching area, free weights, selectorized machines (resistance machines regulated by moving a pin or lever) and cardiovascular equipment. A small storage area should also be attached.
- + **Multi-Purpose room(s)** - A space of approximately 2,000 SF that can be used for events, classes, and meetings. This space should be divisible into two smaller rooms. A storage area must be attached to this space. Having an outdoor covered patio area that is accessible from the community rooms would enhance the space.
- + **Group exercise room** — A space of approximately 2,000 square feet that can be used for fitness, martial arts or fitness classes. A storage area should be available from this room.
- + **Prep/Catering kitchen** — A prep kitchen, approximately 350 square feet in size, that is attached to the multipurpose room and has outside access for catering.
- + **Support spaces** — There must be sufficient space and resources allocated for:

Lobby and support spaces

Front desk
Office space
Restrooms
Maintenance work area
Custodial closets
Vending
Locker rooms

Approximate Center Size: 25,500 square feet

Estimated Capital Cost for a Recreation Center – \$15,000,000 to \$20,000,000 based on 2023 construction.

Estimated Operations Costs and Revenues for a Recreation Center – Will have an annual operational subsidy requirement of \$300,000 to \$500,000.

This program narrative must be reviewed and updated by an architect and this information utilized to develop a more detailed program plan that identifies specific spaces and their appropriate size.

It is critical that the center be organized with a central entry area/point of control. There must be a clear separation between the active, fee-for-use portions of the building and the passive elements. Emphasis should be placed on providing flexible and versatile space that can meet a variety of needs and avoiding the temptation to dedicate space to certain user groups. Providing adequate parking for the center will also be important. The building should be designed for expansion since additional amenities (indoor and/or outdoor aquatics, for example) will be necessary over time, and some existing spaces may need to be expanded (gym, weight/cardio area, multipurpose rooms).

Determining the proper site for this citywide center will be very important, and the chosen location must be adequate in size to support the building and the required parking.

Outdoor Aquatic Center

Although not ranked as highly as a sports complex or recreation center, Anna should consider planning for the development of a comprehensive outdoor aquatic center that serves the entire community in a central location. The aquatic center must have elements that are different than those found at HOA or backyard pools. Ideally, this facility should be located in conjunction with the recreation center, but it could be part of the sports complex or a separate facility elsewhere in the community. Aquatic needs that must be served include:

- All age groups
- Recreational swimming
- Instructional programming
- Fitness/Lap swimming
- Competitive swimming

Outdoor Aquatic Center amenities could include:

- + **Recreational pool** – A pool with a zero-depth entry and play structure, lazy river, two to three lap lanes, slide and other interactive amenities. This pool would also support swim lessons, aquatic exercise and water walking opportunities. Approximately 6,000 square feet of water surface area would be required.
- + **25-Yard Competitive/Lap/Program pool** – An 8-lane by 25-yard pool tank that would allow for short-course swim team training (10 lanes) and competition. This pool would be heated so that the tank could be open for an extended season or year-round.
- + **Bathhouse** – An entry and front desk area, aquatic center manager's office, lifeguard/first aid room, small meeting/party room and men's and women's changing/shower rooms (including unisex changing/shower rooms). This building will also need to include a storage room and a concession area with covered seating. Approximately 6,500 square feet.
- + **Mechanical/Filter building** – A building that houses the pools pumps, filters and chemical rooms for the operation of the pools themselves. Approximately 2,500 square feet.

Approximate Outdoor Aquatic Center Size :XXX

Estimated Capital Cost for an Outdoor Aquatic Center – \$5-\$8 million

Estimated Operations Costs and Revenues for an Outdoor Aquatic Center– Will have an annual operational subsidy requirement of \$0 to \$300,000.

The pool area will also need to have adequate deck space, pavilions (at least four), covered spectator bleacher seating for the competitive pool and extensive grass and landscaped areas. Some of the pavilions should be located in an area where they can serve larger groups and events.

This program narrative will need to be reviewed and updated by an aquatic consultant and architect and this information utilized to develop a more detailed program plan that identifies specific elements of the aquatic center and their appropriate size.

Determining the proper site for the aquatic center will be important. It must be adequate in size to support the center as well as the required parking. This facility could be located adjacent to the recreation center.

Future consideration should be given to developing splash pads in select community parks to augment the main aquatic center, and at some point in the future, the City may need to consider an indoor aquatic center, which should be built as an addition to the recreation center.



Other Facilities

In addition to the amenities noted above, there are a number of other possible facilities that the City should consider as part of a program of future parks and recreation upgrades and enhancements.

- + **Racquet Sports Center** – With the continued growth in the popularity of pickleball, communities are developing dedicated pickleball complexes with multiple courts. Combining this with tennis courts to make a racquet sports center is often a more cost-effective way to serve the needs of two different racquet sports at the same location. Developing a racquet sports center that has 8 tennis courts and 12 pickleball courts, all lighted, with a central restroom/concession/office area should be considered as a first phase, with the ability to add courts for each sport in the future. With the concept of having a single racquet sports center for the city, this facility would ideally be constructed in a central location in the community.
- + **Concrete Skate Park** – Skateboarding is experiencing a strong renaissance. In terms of the growth of participants and equipment sales, it consistently outperforms traditional team sports such as baseball and football. Communities have noticed this trend and have begun building high-quality public skate parks with a new vision. Skaters prefer the smooth concrete surfaces, seamless transitions and flexible designs that provide a much higher quality riding experience than with modular equipment. A well-designed concrete park will also continue to challenge users as they become more skilled.

- + **Special Use Development Pad** – One of the newer concepts being utilized for the development of unique sports or recreation amenities (BMX, pump track, bike park, fitness groups, RC parks for remote control cars and airplanes, etc.) is having the City designate spaces or pads in a newer or undeveloped park for development and operation for operation of these types of facilities by an outside organization or private entity. These groups lease the ground at a much reduced rate and/or pay a percentage of gross revenues to the City, and they are responsible for the construction and operation of the sports amenity (within specific criteria established by the City). This is a way to meet more specific and varied recreational needs in the community without the City having to bear the expense for providing the facility and service.

Partnering with a 3rd party sports organization to develop an indoor youth sports facility could also be considered in this category. These types of organizations have partnered with a number of cities on the north side of the Dallas Metroplex to build similar facilities.

- + **School Facilities** – The City should continue to partner with the Anna ISD on future school sites to provide community access to gymnasiums and other school spaces that can be utilized for public recreation purposes. This should include athletic fields as well.

Facilities Strategies

To realize the Facilities direction for Anna, the following strategies should be implemented:

- + **Action 22.** Priorities. Establish priorities for citywide facility development.
- + **Action 23.** Site and Infrastructure Improvements. Determine site and infrastructure improvements required for the development of the prioritized projects.
- + **Action 24.** Incentives. Establish development incentives for the construction of new recreation facilities.
- + **Action 25.** Feasibility Studies. Complete feasibility studies for each major facility.
- + **Action 246** Partnerships. Determine possible project development partners.
- + **Action 27.** Funding. Determine funding mechanism for capital development and operations.



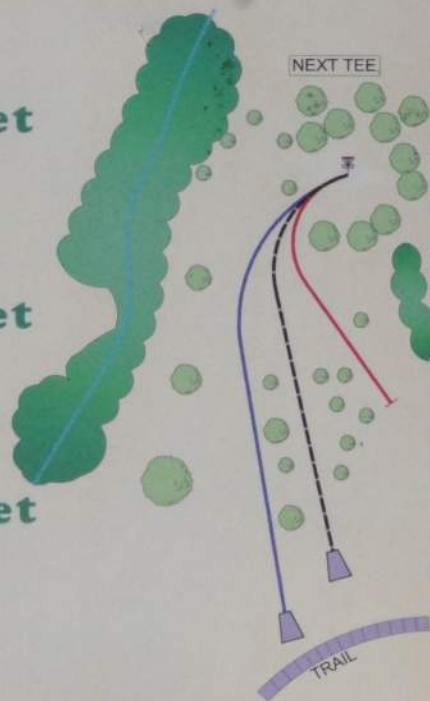
SLAYTER CREEK PARK
DISC GOLF

Hole # 1

BLUE
480 Feet

WHITE
417 Feet

RED
360 Feet



Par 4

06

RECREATIONAL
PROGRAMMING

Recreational Programing

STATUS OF EXISTING RECREATION PROGRAMS AND SERVICES

With limited facilities and staff, the City of Anna does not currently offer ongoing recreation programs and services. A few citywide special events are conducted annually, but residents are reliant on other providers for recreation services, many of which are located outside of Anna. The following are some of the primary organizations providing recreation activities within Anna

Anna Sports Group – Coordinates and provides youth programs in the following sports:

- + **Football (tackle, flag, and flex)** – Tackle run by Texoma Youth Football League, flag by City of Celina.
- + **Baseball** – Run by Little Elm United States Specialty Sports Association (USSSA)
- + **Girls softball** - Run by Little Elm USSSA
- + **Basketball** – Run by Frisco Fieldhouse
- + **Volleyball** Run by Frisco Fieldhouse
- + **Cheerleading**
- + **Indoor soccer** – Run by Plano Sports Authority

Most of the facilities and activities available to Anna neighbors are located outside of the city and the number of organizations providing these services, listed below, is very small. Youth soccer is not currently offered in the community.

- **Eagles Wings Athletics** – Gymnastics and tumbling.
- **Anytime Fitness** – Adult fitness programs
- **Workout Anytime** Adult fitness programs
- **The Zoo Health Club** Adult fitness programs
- **Collin County Adventure Camp** - Youth outdoor learning

NATIONAL PROGRAMMING CATEGORIES

The categories below represent the major areas of recreation programs commonly found in parks and recreation agencies nationally. The City of Anna does not have to be the actual provider of programs in each of these categories, but programming should be available through some provider (public, private, or non-profit) as the city continues to grow.

Area	Age Focus	General Description
Sports	Youth	Team and individual sports, including camps, clinics and tournaments; also includes adventure/non-traditional sports
	Adult	
Fitness	Youth	Group fitness classes, personal training, education and nutrition
	Adult	
Cultural Arts	Youth	Performing arts classes, visual arts classes, music/video production and arts events
	Adult	
Aquatics	Youth	Learn-to-swim classes, aqua exercise classes, competitive swimming/diving, SCUBA and other programs (synchronized swimming, water polo, etc.)
	Adult	
Youth		Before- and after-school programs, summer/school break camps and preschool
Education	Youth	Language programs, tutoring, science (STEM) classes, computer and financial planning
	Adult	
General Interest	Youth	Personal development classes
	Adult	
		

Area	Age Focus	General Description
Special Needs	Youth	Programs for those with different physical and mental abilities; also, inclusion programs
	Adult	
Special Events		Citywide special events that are conducted throughout the year
Outdoor Recreation	Youth	Environmental education, hiking, camping, kayaking and other activities
	Adult	
Seniors		Programs and services that are dedicated to serving the needs of seniors; can include most of the activity areas noted above plus social service functions
Teens		Programs and services that are focused on serving the needs of teens; can include most of the activity areas noted

Area	Age Focus	General Description
Self-Directed	Youth	Includes the opportunities for individuals to recreate on their own; can include activities such as open gym, use of weight/cardio space and lap/recreational swimming; though not an organized program, time and space must be allocated for this purpose
	Adult	
Social Services		Can include nutrition and feeding programs, job training, life skills training and other activities, such as health screenings

RECREATION PROGRAMMING TRENDS

It is important to understand some of the national and regional trends in recreation programming over the last 10 years. Each community is unique, however, and this has a strong bearing on trends and other operational factors.

The following are some general summaries of recreation participation statistics from a variety of sources.

National Sporting Goods Association (NSGA) – Their annual survey (2020) indicates the ranking of the top 10 sports activities nationally as well as the level of participation.

Sports Participation Ranking in 2020

Sport	National Rank*	National Participation (in millions)
Exercise Walking	1	106.5
Exercising w/ Equipment	2	58.3
Hiking	3	48.1
Swimming	4	48.0
Aerobic Exercising	5	47.4
Running/Jogging	6	46.0
Camping	7	40.7
Workout @ Club	8	39.6
Weightlifting	9	37.8
Bicycle Riding	10	37.8

It is important to note that the top ten activities are dominated by fitness related activities and outdoor recreation pursuits.

*This rank is based upon the 57 activities reported on by NSGA in their 2019 survey instrument.

The NSGA also lists a number of sports activities and the percentage of growth or decline that each has experienced nationally over the last ten years (2010-2019).

Sports Activity Participation Changes Over Time

	2010	2019	Percent Change
Kayaking	5.6	10.7	90.9%
Yoga	20.2	31.8	57.6%
Running/Jogging	35.5	46.0	29.7%
Gymnastics	4.8	5.9	23.8%
Aerobic Exercising	38.5	47.4	23.2%
Weightlifting	31.5	37.8	20.0%
Cheerleading	0.0	3.7	18.0%
Wrestling	2.9	3.3	15.0%
Exercise	95.8	106.5	11.2%
Workout @ Club	36.3	39.6	9.1%
Lacrosse	2.6	2.8	7.5%
Pilates	5.5	5.9	7.1%
Exercising w/ Equipment	55.3	58.3	5.5%
Ice/Figure Skating	8.2	8.6	5.3%
Soccer	13.5	14.2	5.2%
Volleyball	10.6	10.6	0.2%
Hockey (ice)	3.3	3.3	0.0%
Tennis	12.3	12.2	-0.6%
Baseball	12.5	12.2	-2.0%
Football (flag)	0.0	6.5	-2.9%
Football (touch)	0.0	8.9	-4.0%
Bicycle Riding	39.8	37.8	-5.1%
Martial Arts / MMA	0.0	6.0	-5.8%
Basketball	26.9	25.2	-6.2%
Softball	10.8	10.1	-6.8%
Swimming	51.9	48.0	-7.4%
Golf	21.9	17.9	-18.3%
Football (tackle)	9.3	7.3	-21.3%
Mountain Biking (off road)	7.2	5.6	-21.7%
Table Tennis/Ping Pong	12.8	9.9	-22.4%

Over the last 10 years key areas of program growth have occurred in fitness related activities and team sports such as cheerleading, wrestling, lacrosse, soccer, and volleyball. Many of the declines in participation are related to traditional team sports such as baseball, football, basketball, and softball.

Sports & Fitness Industry Association (SFIA) – Their 2021 Sports, Fitness and Leisure Activities Top-Line Participation Report indicated the rate of participation by major sports activity categories over the last 6 years.

Percentage of Participation Comparisons

Activity Category	2015 %	2020 %
Fitness Sports	61.9%	67.0%
Outdoor Sports	48.4%	52.9%
Individual Sports	47.7%	43.3%
Team Sports	22.6%	22.1%
Water Sports	14.5%	13.7%
Racquet Sports	13.1%	13.9%
Winter Sports	7.8%	8.3%

Fitness related sports continues to be the most popular activity category and has shown the greatest increase over the last five years. Outdoor sports, racquet sports and winter sports have all seen an increase as well. Individual sports, team sports, and water sports have all seen a decrease in participation.

Much of the participation data has been affected by COVID-19 during 2020. Key impacts include:

- + Fitness activities that require amenities typically found in fitness clubs (group exercise, stationary cycling, cross-training, aqua exercise, etc.) decreased in numbers.
- + Fitness activities that require limited equipment and do not require a fitness center (running/jogging, free weights, and yoga) showed the greatest increases.
- + Outdoor activities that experienced large increases were road biking, skateboarding, and surfing.
- + Team sports had a mixed impact with basketball and soccer having increases (mostly attributed to pick-up play) while volleyball, swimming on a team, gymnastics and cheerleading all had decreases.

Top Activities with Intent to Participate by Age

Age 6-12	Age 13-17	Age 16-24	Age 25-34
Basketball	Basketball	Running/Jogging	Camping
Soccer	Fishing	Yoga	Swimming for Fitness
Fishing	Running/Jogging	Hiking	Bicycling
Camping	Camping	Workout w/ Weights	Fishing
Baseball	Hiking	Cardio Fitness	Kayaking
Hiking	Workout w/ Weights	Workout w/ Machines	Volleyball
Tennis	Soccer	Basketball	Canoeing
Swimming for Fitness	Tennis	Camping	Backpacking
Running/Jogging	Workout w/ Machines	Fishing	Workout w/ Weights
Golf	Baseball	Swimming for Fitness	Hiking

Age 35-44	Age 45-54	Age 55-64	Age 65+
Hiking	Hiking	Hiking	Fishing
Yoga	Fishing	Fishing	Swimming for Fitness
Camping	Workout w/ Weights	Workout w/ Weights	Bicycling
Cardio Fitness	Camping	Workout w/ Machines	Birdwatching/ Wildlife
Workout w/ Weights	Cardio Fitness	Cardio Fitness	Workout w/ Machines
Running/Jogging	Yoga	Camping	Hiking
Fishing	Workout w/ Machines	Swimming for Fitness	Camping
Workout w/ Machines	Running/Jogging	Yoga	Workout w/ Weights
Swimming for Fitness	Swimming for Fitness	Golf	Fitness Classes
Basketball	Bicycling	Running/Jogging	Shooting

The most popular activities that all age groups intend to participate in are generally fitness or outdoor recreation related.

Outdoor Foundation – The 2020 Outdoor Participation Report indicates the most popular outdoor activities by rate of participation.

Activity	Percentage of Americans	National Participation (in millions)
Running, Jogging, & Trail Running	20.2%	61.0
Freshwater, Saltwater, & Flyfishing	16.6%	50.2
Hiking	16.4%	49.7
Road Biking, Mountain Biking, & BMX	16.1%	48.9
Car, Backyard, Backpacking & RV Camping	13.8%	41.8

The rate of participation in outdoor activities increased by 1.2% over the last three years but decreased by youth (at least 4%) in 2019. Growth in participation was highest among adults who have children in their household.

National Endowment for the Arts (NEA) - The NEA provides insight into how Americans are spending their time with art and art-like activities. The Survey of Public Participation in the Arts (SPPA) is the nation's largest, most representative survey of adult patterns of arts participation in the United States. The NEA completes its survey on only an occasional basis with the last three years being 2008, 2012 and 2017.

Percentage of American Adults Who Made Art in the Last 12 Months (2017)

	Percentage
Any Art	54%
Performing Arts	40%
Visual Arts	33%
Creative Writing	7%

Percentage of American Adults Who Did Visual Arts (2017)

	Percentage
Taking Photographs	14%
Painting, Drawing, Sculpting, or Making Prints	13%
Weaving, Crocheting, Quilting, Needleworking, Knitting or Sewi	12%
Editing Photographs	10%
Doing Scrapbooking, Origami, or Other Paper-Based Art	7%
Doing Leatherwork, Metalwork, or Woodwork	7%
Creating Films or Videos	5%
Making Pottery, Ceramics, or Jewelry	4%
Designing or Creating Animations, Digital Art, Computer Graphics or Video Games	3%

Percentage of Adults Who Took Formal Art Lessons or Classes in Past 12 Months (2017)

	Percentage
Any Type of Art	9.5%
Visual Arts	3.6%
Music	2.7%
Art History or Appreciation	2.1%
Dance	1.9%
Creative Writing	1.7%
Computer Animation or Digital Art	1.8%
Photography or Filmmaking	1.6%
Acting or Theatre	0.6%

Percentage of Adults Who Took Informal Art Lessons or Classes in Past 12 Months (2017)

	Percentage
Any Type of Art	17.2%
Music	10.3%
Visual Arts	6.3%
Photography or Filmmaking	5.3%
Art History or Appreciation	4.9%
Dance	3.5%
Creative Writing	3.1%
Acting or Theatre	1.8%
Computer Animation or Digital Art	N/A

National Recreation and Park Association (NRPA) – NRPA’s 2020 Agency Performance Review document has specific information on programming that is offered by park and recreation agencies nationally.

	Percentage
Themed Special Events	88%
Team Sports	87%
Social Recreation Events	87%
Fitness Enhancement Classes	82%
Health & Wellness Education	81%
Individual Sports	74%
Safety Training	72%
Aquatics	71%
Racquet Sports	67%
Performing Arts	64%
Trips and Tours	63%
Cultural Crafts	61%
Martial Arts	60%
Visual Arts	59%
Natural and Cultural History Activities	59%
Golf	47%
Running/Cycling Races	35%

Recreation Management Magazine – Annually the magazine prints their State of the Industry Report that examines trends in parks and recreation. Their 2020 report indicated the following as it relates to recreation programs and services.

Most Commonly Planned Program Additions in 2020

Activity Category
1. Environmental Education Programs
2. Teen Programming
3. Fitness Programs
4. Group Exercise Programs
5. Day Camps and Summer Camps
6. Mind-Body Balance Programs (Yoga)
7. Active Older Adults Programs
8. Arts & Crafts Programs
9. Special Needs Programs
10. Performing Arts Programs

There is a wide range of program areas that public parks and recreation agencies planned to add in 2020.

Activities Undertaken as a Result of Covid-19 by Percentage of Agencies

Activity Category	Percentage
On-line Fitness/Wellness Programs	55.3%
Programs to Address Food Insecurity	33.5%
Educational Support to Out-of-School Children	21.1%
Childcare for Essential Workers	17.6%
Convert Facilities for Healthcare Use	10.6%
Support/Outreach for College Students	3.9%

It is important to note that most of these activities are more social service oriented rather than traditional recreation services. Beyond the pandemic, this could indicate a shift in the types of services that public parks and recreation agencies will be expected to provide for their population.

Area	Specific Programs
Sports	Youth lacrosse
	Adult soccer
	Adult cricket
	Youth and adult rugby
	Pickleball
	Youth camps and clinics
	Individual sports (fencing)
	Adventure/Non-traditional (BMX, mountain biking, disc golf, ultimate Frisbee)
	E-sports competitions and tournaments
	Youth sports specific training
Fitness/Wellness	Functional training classes
	Personal/Small group training
	Yoga
	Nutrition/Cooking
	Healthy lifestyle education
Cultural Arts	Music production for youth
	Digital media
Youth	Before- and after-school programs at recreation centers, specialty summer camps
Education	Camps

Area	Specific Programs
Seniors	Fitness/Wellness
	Sports (pickleball)
	Baby Boomer-focused activities
Aquatics	Therapy
	Triathlon training
General Interest	Personal Finance
	Cooking
Youth	Before- and after-school programs at recreation centers, specialty summer camps
Special Events	Health and wellness
	Community-Wide Events
Other	Virtual programming

OTHER PROGRAMMING TRENDS

Other trends of note in the area of recreational programming are described briefly below.

- + Recreation departments now often serve as coordinating agencies and clearinghouses for multiple recreation organizations and providers. This is done in an effort to bring a comprehensive scope of recreation programs to a community. This trend has increased the number of partnerships that have been established to deliver a broader base of programs in a more cost-effective manner.
- + There is a greater emphasis on the fee-for-service concept, especially for more specialized programming.
- + Programming continues to emphasize the needs of youth and seniors, but has also begun to focus more on adults and the family unit.
- + Specific programming development trends include:
 - Virtual programming that will remain even after the COVID crises has passed
 - Developing programs that are single-day or no more than four sessions in length
 - Developing programs for youth during non-school days, Christmas break, Spring Break and any other extended breaks
 - Offering a variety of summer camps with different areas of interest
 - Providing more Saturday programs and introducing some Sunday programming (especially in adult sports leagues)
 - Offering senior programming that occurs in the evening or on weekends to appeal to seniors who are still in the work force
 - Introducing programs that are oriented toward specific ethnic groups
 - Developing a baseline of programs that appeal to the family unit
 - Staggering the days and times of similar programs offered at multiple locations
 - Providing more drop-in, pay-as-you-go fitness class options
 - Expanding senior programming to include a greater focus on active seniors, which often means programs and services that are available in the evenings and on weekends and those that have a more active orientation

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- + There has been a concerted effort to integrate conventional recreation programming with community-based social service programs and education. Most of the social service programs are offered by other community-based agencies, and educational services are often coordinated with school districts.
- + Program characteristics (performance measures) are tracked, including:
 - Program registration comparisons by year for each season
 - Rates of fill (especially for fee-based programming)
 - Participation numbers and comparisons to past years/seasons
 - Rate of program cancellations (for fee-based programming)
 - Financial performance, including cost per participant
 - Evaluations from participants
- + A life cycle analysis is completed for all programs offered by the agency. Programs are classified in three categories, and agencies strive to have program offerings distributed equally among each category.
- + New – programs in the start-up phase that are just starting to build in popularity
 - Mature – programs that have consistent high levels of registrations and are still growing in popularity
 - Old – programs that are seeing a decline in popularity

FUTURE RECREATION PROGRAMMING RECOMMENDATIONS

The City of Anna has expressed a desire to begin the process of developing a Parks & Recreation department with the goal of establishing a comprehensive offering of recreation services. To begin this process, the City will need to consider:

- + The level of financial commitment the City wants to make to providing recreation programs and services
- + The challenges in the delivery of recreation services in a cost-effective and efficient manner with the ever-expanding level of programming that is desired by the community
- + The areas of focus for the programming efforts based on demographics and program type
- + The need to have parks and other facilities that support recreation programs and services; currently the City is limited to outdoor parks,

athletic fields and Anna ISD facilities, which limits the development of many types of programs

- + What programs and services will be provided directly by the City, which will be offered by contract providers and which will be the responsibility of other providers
- + Developing a staffing plan and operating budget that will support the program plan
- + Supporting recreation programs and services by established marketing efforts
- + Establishing a program and facility fee policy
- + Establishing basic performance measures to track recreation programming effectiveness

ESTABLISH A PROGRAMMING PHILOSOPHY

The Neighborhood Services Department should develop an overall basic programming philosophy with the following objectives:

- + Provide recreation program and service opportunities to all ages, incomes, abilities, genders and ethnic groups in an equitable and inclusive manner
- + Provide recreation program and service opportunities in areas of interest that are identified as a need in the community
- + Partner with other providers to bring a full spectrum of recreation programs and services to the community
- + Deliver recreation program and service offerings on a citywide or neighborhood/geographical level as appropriate
- + Provide recreation and program service in a cost effective and efficient manner

DEVELOP A PROGRAM PLAN

Developing a program plan for the Department that includes the general direction of recreation programming for the next 5 plus years should be undertaken. This would include the following areas of programming focus:

- + Establishing an implementation plan
 - Start with incremental development of programs for the first couple of years with only a few programs being directly offered by City staff
 - Consider contracting for the majority of programs for the first couple of years to lower the financial risk
 - Start with programs that can be offered in existing parks or other facilities and ones that do not require extensive equipment
 - Establish key performance measures to gauge program success
- + Priorities for beginning general programming, to include:
 - Fitness/Wellness - starting with an outdoor orientation
 - Youth Sports - expanding youth sports opportunities
 - Youth After-School Program - utilizing schools and churches in the beginning
 - Seniors - utilizing city buildings or churches in the beginning
 - Special Events

Core Programs	Secondary Programs	Support Programs
Youth sports	Adult sports	Special needs
Youth programs	Cultural arts	Social services
Special events	Teens	Outdoor recreation
Fitness/Wellness	Aquatics	Education
Seniors	General interest	
Self-directed		

Note: It is realized that some of these program classifications will require the development of specific facilities to serve as a delivery location for services. This would include aquatics.

- + Priorities for demographic-specific programming, to include:
 - Youth – Programs that serve a variety of interest areas beyond just sports, including after-school and camps
 - Teens – Activities designed specifically for teens that are both organized and drop-in in nature
 - Seniors – Programs and services that serve a wide range of the senior age category, including an appeal to the younger more active based senior.
 - Intergenerational/Multigenerational – Programs and services that have an appeal to multiple generations or across generations
 - Ethnic-Based – Programs and services that are appropriate for the cultural orientation of the area
- + Virtual program options in addition to traditional in-person offerings
- + The role of other organizations and recreation providers in the area
- + The identification of areas of programmatic responsibility to ensure that there is not overlap in resource allocation
- + The establishment of clear staffing and operational budget requirements to support the program plan

ESTABLISH A PROGRAM CLASSIFICATION SYSTEM

A key aspect of developing a program plan is determining the long-term role of the City in the delivery of recreation programs and services based on three classifications. The placement of programs into these three classifications does not indicate the overall importance of these activities in the community, but rather the role of the Neighborhood Services Department in providing the programs in each of these categories.

- + **Core Programs** – programs that are a primary responsibility of the Neighborhood Services Department, to be provided as City-based activities
- + **Secondary Programs** – programs that are a lower priority, to be provided directly by the Department, but may be offered by other individuals or partner organizations through direct contract with the City
- + **Support Programs** – programs that are not a priority for the Department to be provided directly to the community but where the City may provide support through facilities and promotion of activities for other organizations.

Possible Future Recreation Program Classifications (Next 5 - 10 Years)ROLE OF OTHER PROVIDERS

With limited resources, the City of Anna will need to rely on other groups and organizations, especially in the short term, to provide recreation programs and services for the community.

- + The Neighborhood Services Department will need to be a “clearinghouse” for recreation programs and services provided by others. This should involve promotion of their activities, coordinating of some programs, and permitting of facilities. However, this process needs to be closely managed to be successful.
- + The Department will always need to be a provider of many of the facilities (especially recreation centers, pools, parks and athletic fields) for other organizations to use.
- + Partnerships with other organizations and entities will be necessary to develop and expand recreation programs. All partnerships should be backed up by a memorandum of understanding or contract to formalize the relationship. This document should clearly identify specific roles and expectations as well as limits to facility scheduling, fees and operations. Partnerships with organizations should reflect the needs and culture of the specific markets they will be providing the services for.

For partnerships to be effective, the City must:

- Actively pursue and sell the benefits of the partnership
- Weigh the benefits vs. the cost of the partnership
- Not compromise on the original vision and mission of the Parks & Recreation Department
- Establish a shared partnership vision
- Expect compromises to meet different needs and expectations
- Clearly define development and operations requirements

Before determining which programs and services to contract or have provided by others, an assessment of the specific pros and cons of such a move needs to be completed. A major aspect of this analysis should be to determine the financial impacts and quality of the services that will be provided. Key questions to be asked include:

- How does this fit with the program plan that has been developed?
- Will this be the most cost-effective method for obtaining the

program, service or function?

- Does the Department have the resources and equipment to provide the program, service or function?
- Will the quality of the program, service or function suffer if it is contracted to other organizations?
- Are there other more qualified organizations that should provide the program, service or function?
- Is the program, service or function only available from a contract provider?
- Are the safety and liability risks too high to provide the program or service in house?

Other organizations that could or should provide recreation activities (or provide assistance in this effort) include:

- + **Youth Sports Organizations** – These organizations should continue to be responsible for providing a significant number of specialized team sports for youth; however, the Department will still need to provide most if not all the facilities for these activities.
- + **Anna ISD** – Coordination with the school district to provide some youth-based programs and services, education classes for youth (and even adults), as well as youth sports (location for practices and games) will need to be enhanced. The ISD's facilities should be a location for some recreation programming. Having an intergovernmental agreement (IGA) between the City and Anna ISD will ensure these arrangements for the future.
- + **Collin County Adventure Camp** - Coordinate with the YMCA (the contract operator of the camp) for the delivery of outdoor recreation and education programs to the Anna community.
- + **Other Government Organizations** – There will need to be efforts to partner with other governmental agencies in the area to develop programs and services. This is most likely to occur with neighboring communities, such as McKinney, Celina, Prosper and Frisco. Program areas that could be provided by other organizations through a partnership include special events, outdoor recreation, special needs and cultural arts activities.
- + **Non-Profit Providers** – Coordinating with a variety of non-profit providers to deliver recreation services should be explored. Organizations such as the Boys & Girls Club, YMCA, sports groups, cultural arts groups, etc. should be encouraged to provide programs in Anna, and there may be opportunities to partner on programs and facilities.
- + **Private Providers** – There are currently not many private recreation, sports and fitness providers located within Anna (health clubs, dance, martial studios, arts studios), but these entities will develop as the community grows and could provide more specialized activities that are not easy for the public sector to conduct. They may also be able to help provide fitness and wellness services for Anna neighbors.
- + **Faith-Based Organizations** – Churches and other faith-based institutions in the community often provide recreation services for their congregations and the community. These organizations should be seen as possible providers of some basic community-based recreation services and facilities.
- + **Medical Providers** – If the City truly intends to focus on fitness and wellness in the future, a partnership with one or more medical providers will be important.
- + **Social Service Agencies** – There is a definite trend in parks and recreation departments throughout the country to integrate social services with recreation services. This is particularly true for youth, teen and senior activities.
- + **Community Organizations** – Developing working relationships with community organizations and service clubs could provide much needed support for programs as well as facilities. They could also be sponsors of events or activities.
- + **Business and Corporate Community** – It is important to approach the corporate community with a variety of sponsorship opportunities to enhance the revenue prospects of the Department's programs and facilities.

OTHER SUPPORTIVE ISSUES

To implement the program plan, the following will need to be considered:

- + **Performance Measures** – There needs to be a concerted effort to implement program performance metrics in the Department. These measures will need to be updated on a seasonal basis with comparisons to prior years. Recreation programming performance measures should include:
 - Rates of fill for programs and activities (capacity vs. actual numbers)
 - Participation numbers and comparisons to past years/seasons
 - Rate of program cancellations (should be between 15% and 20%)
 - Financial performance including cost per participant
 - Evaluations from participants
 - Annual report for recreation programs and services that utilizes the same format and reporting methods for all program areas
- + **Marketing** – To maximize offerings, there needs to be a strong marketing effort to inform and promote the recreation programs and services available. This document needs to be a simple, easy to implement document that serves as a guide for specific marketing efforts. There should be a more visionary 5-year plan as well as a very specific yearly plan that outlines areas of focus, specific marketing tools and tasks as well as the staff member responsible for implementation, financial resources that are required and a thorough evaluation process. The marketing plan should focus on the following areas:
 - Website enhancement to better promote programs and services
 - The development of a 2-3 time a year program catalog
 - Utilizing a registration, point of sale and rental tracking software program, ultimately including on-line registration and payments for rentals and permits
 - Allowing credit cards to be used for any and all financial transactions with no up-charge for the service
- Program options available citywide and in each facility.
- Programs and services offered by other providers
- Check-in with the community on a regular basis to determine satisfaction with current programs and services and to provide directions for the future
- + **Registration Software** – It is imperative that the Department purchases a registration software program that handles all program and service registrations, allows for on-line registration, point of sale, and remote on-site use. All programs (regardless if a fee is collected or not) should have all participants registered for the activity.
- + **Fee Policy** – This is a document that outlines how fees are established for facility use, programs and services and facility rentals. It should include the establishment of a fee assistance program for those that do not have the financial means to take programs or use facilities. A key aspect of a fee policy needs to be the requirement that any contract program pay at least 30% of all revenue collected back to the City.
- + **Policies and Procedures** – Having comprehensive policies in place that provide a framework for program administration, development and implementation is an important management tool. Some examples of policies could include:
 - The need for every new program or service to be considered based on a program proposal form to allow administrators to determine the direct cost of offering the activity as well as the minimum number of registrants needed to conduct the program. This proposal form should also evaluate the need for the program, its market focus and the ability of the new activity to support the program plan and priorities of the Department.
 - Follow-up when each program or service is completed, with a program report that itemizes the exact cost (and possible revenues) that were generated by the program and the number of individuals served. This will determine if the program or service met its financial goals and service goals.
 - All in-house programs should have strict minimum numbers of registrants that ensure enrollment, budget and revenues are adequate and the best use of space and time is being made at Department facilities.
- + **Safety and Security** – Critical to growing recreation programs and

services is the assurance that participants' safety and security is being addressed on an ongoing basis. This requires an emergency action plan to be in place.

- + **Athletic Field Use** - Review and update the existing athletic field use policy so that it is a more comprehensive document outlining eligibility requirements, field scheduling priorities and fees for use. It should also identify how new sports organizations are accommodated in the future, especially as new fields become available.
- + **Evaluation and Adjustments** – One of the keys to having a dynamic program plan for recreation programs and services is having an internal and external evaluation process in place. The evaluation of the overall plan, on both a citywide basis and by each facility must be outcome based. The process will need to integrate staff assessments with those of the users and the general community. The results of the evaluation process needs to be utilized to adjust the programming process as well as individual programs.
- + **Trends Analysis** - The Department should track program trends on a regional and national basis to ensure that program offerings are current and reflect new opportunities that are available.

PROGRAMMING STRATEGIES

To realize the Recreation Programming strategy for Anna, the following Action Items should be implemented:

- + **Action 28.** Philosophy. Establish a philosophy for recreational programming.
- + **Action 29.** Programming Plan. Develop a comprehensive programming plan that reflects community needs.
- + **Action 30.** Classification System. Adopt a program classification system.
- + **Action 31** Other Providers. Determine the role of other providers in the overall system of Anna recreation programming.
- + **Action 32.** Partnerships. Establish programming partnerships, as necessary, to meet the desires of Anna residents.
- + **Action 33.** Staffing and Funding. Determine the staffing and financial commitment necessary to provide the desired level of recreational programming in Anna.
- + **Action 34.** Fee Policy. Develop a fee policy to address programs, activities and facilities.
- + **Action 35.** Programming Policies and Procedures. Establish programming policies and procedures.
- + **Action 36.** Marketing Plan. Develop a marketing plan to promote City recreational programming.





07

OPERATIONAL
FRAMEWORK

Operational Framework

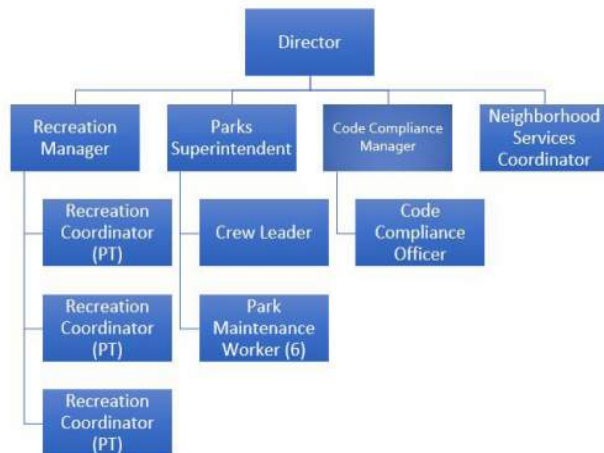
With a limited number of parks and recreation facilities, the current organization is limited primarily to parks maintenance with virtually no staffing for recreation programming in place other than a few special events. However, as the number of parks and recreation facilities are added and recreation programming starts to develop, the staffing requirements will grow as will the organizational structure.

CURRENT OPERATIONAL FRAMEWORK

The Neighborhood Services Department presently includes staffing for both recreation services and parks maintenance in its Parks and Recreation divisions. The positions and their responsibilities are:

- + **Recreation** - One full-time Recreation Manager responsible for developing recreation programs and three part-time Recreation Coordinators who will implement them. There are currently no ongoing recreation services being offered by the City, so the Recreation Manager will need to begin the process of developing basic programs and services.
- + **Parks** - One Parks Superintendent, one Crew Leader and six Parks Maintenance Workers responsible for maintaining the seven developed parks in the community. Most of the maintenance tasks are completed in-house; few of these tasks are contracted to outside parties. Anna's parks are generally well maintained.

FUTURE OPERATIONAL FRAMEWORK



RECOMMENDATIONS

The Director of the Neighborhood Services Department (which includes the Parks and Recreation divisions) has developed a six-step staffing plan that identifies positions that will be need to be added in the coming years as the inventory of parks and other recreation facilities increases and recreation programming is developed. The six-step plan identifies the full-time positions that will be necessary to operate and manage a comprehensive Parks & Recreation Department over the next 10 years. This includes the addition of parks maintenance staff, recreation programming staff and key planning and administrative personnel.

Operational Framework Goals

- + The six steps will need to be directly connected to the development plan for new parks, facilities and recreation programs. Developing a staffing timeline will be important.
- + Establishing an overall staffing philosophy for parks and recreation operations will be essential. This should be tied to levels of service for parks and facilities as well as for recreation programs.
- + Providing strong administration of the department through resource allocation, performance tracking and community interface will be critical.
- + Once the Parks and Recreation divisions become large enough in their staffing and roles, they should potentially become an independent department in the City organization (outside of Neighborhood Services).
- + Consideration should be given to establishing a Park Ranger program at some point in the future. In a program of this type, volunteers assist park patrons with basic information, referrals to City Staff for specific needs and generally watch for issues at individual parks or facilities and report them back to the department for follow-up. At some point there may be the need for several key full-time staff rangers as well.
- + The organizational structure must be able to grow with the Department.
- + Within a 10-year period, the Parks & Recreation Department should pursue accreditation through NRPA's CAPRA program (Certification Accreditation of Parks and Recreation Agencies), which evaluates the overall quality of operation, management and service to the community.

Organizational Framework

The department organizational framework should include, at minimum, three divisions—Administration, Recreation and Parks.

- + **Administration** -This division would be responsible for the administration of the department, long-range planning, budgeting, data/metrics tracking and business services. It would include positions such as, Director, Assistant Director, Park Planner/Development Manager, Business Manager and Administrative Assistant.
- + **Recreation** – This division would be responsible for the provision of recreation programs and services as well as the management of facilities (Recreation Center, Aquatic Center, etc.).
- + **Parks** – This division would continue to be responsible for the maintenance of all parks and trails. As more parks and facilities are developed to the City’s inventory, there may need to be geographic regions established in the community. Tasks such as athletic field maintenance, irrigation, tree care, chemical spraying, etc. should be completed by citywide specialty crews. If the City decides to start a Park Ranger program, this would be a separate initiative within Parks.

Operational Policies and Procedures

- + The department needs to make a commitment to updating the basic policies and procedures of the organization, including policies pertaining to staff/supervisor roles and responsibilities, financial transactions, customer service, safety and security and emergency action plans.
- + There should be a comprehensive staff and operations manual for the department based on the general operations requirements of the City in general.
- + One of the key areas of focus must be on policies and procedures that deal specifically with the safety and security of parks, facilities and programs. As a subset of this, there also needs to be a comprehensive emergency action plan for the department and any future individual facilities.
- + Job descriptions for all full-time and part-time staff should be updated or developed to adequately reflect the actual duties of each position. These job descriptions should clearly delineate job tasks and functions as well as required education, work experience and skills necessary for the position.
- + It is critical that the department develop a continuity plan that covers possible interruptions of operations from natural disasters, pandemics, terrorist acts or other conditions. This plan needs to outline a process for maintaining basic services associated with the maintenance and operations of parks, recreation facilities and trails as well as recreation programs and services.
- + The department should establish goals and metrics for social equity, diversity, inclusion and accessibility for parks, facilities and recreation programs. These metrics will need to be monitored to make sure that the goals are being met.
- + The department should continue to develop key performance measures for all aspects of operations, including recreation programs and services, facility usage and parks maintenance.
- + An annual report needs to be completed for all aspects of the department’s operation. There should be an annual report that succinctly summarizes yearly maintenance practices, financial statistics and program/facility utilization rates and compares them with previous years.

Maintenance Plans and Procedures

- + The Parks Division needs to develop a comprehensive maintenance management plan for parks and facilities as a whole. This plan needs to include specific maintenance functions that need to occur, their frequency, method(s) for delivery, required resources and tracking of the work and budget. This plan should also have a specific focus on preventative maintenance and should include not only the growing environment, but also buildings and structures. Ideally, each major park, trail or recreation facility should have its own specific maintenance plan.
- + The maintenance management plan will need to take into consideration future parks and facilities which will require changes and updates to the plan.
- + Once the maintenance management plan is in place, the process needs to continue to develop to the next level where actual time and resource allocations are utilized to validate the planning numbers that have been used. This could take several years until enough real-world numbers are available to adjust the existing standards. From this, specific benchmark standards can be determined (cost per acre, per square foot, etc.). This will require a maintenance management software system to be in place to manage work orders and the overall process.
- + Develop an asset inventory within all City parks and recreation facilities with provisions for a yearly update.
- + Consider the establishment of lifecycle cost estimates for all major capital assets in the Division.
- + Formal park/facility inspections should be completed on a weekly basis.
- + Staff schedules, maintenance plans, tracking of inventories, facility inspections and actual maintenance time and materials records need to be fully automated with the ability to make entries from the field on tablets or other hand-held devices.
- + Critical to the long-term success of parks maintenance is a commitment to staff training and certification. Developing a formal annual training program will be essential. This should include Certified Playground Safety Inspectors (CPSI) and chemical applicators licenses

To establish an operational framework for the Anna Parks and Recreation divisions and a future Parks & Recreation Department, the following Action Items should be implemented:

- + **Action 37.** Commit to a funding strategy for staffing, operations and management of parks and recreation in accordance with the desired level of service.
- + **Action 38.** Establish a staffing philosophy for the Parks and Recreation divisions.
- + **Action 39.** Develop and adopt a 10-year staffing scenario that reflects new planned parks and facilities as well as recreation programs and services.
- + **Action 40.** Adopt a three-division plan within the Department that covers administration, parks, and recreation.
- + **Action 41.** Establish up-to-date department operational policies and procedures.
- + **Action 42.** Develop a parks maintenance management plan and track performance.
- + **Action 43.** Develop and/or update job descriptions for all positions.
- + **Action 44.** Establish goals and metrics for social equity, diversity and inclusion.
- + **Action 45.** Establish performance measures for parks and recreation operations and track on an annual basis.

OPERATIONAL FRAMEWORK STRATEGIES



08

IMPLEMENTATION

Implementation

ACTION PLAN AND COST ESTIMATES

A city cannot implement all its planned strategies and actions at one time for a number of reasons. Some will require extensive planning and may need to be coordinated with other actions or projects. Others may require financial or staff resources that are not yet available. In order to achieve the plan vision for Anna in 2050, however, all of the actions will be important.

Below are matrices that encapsulate the action plans for four focus areas within the overall implementation strategy for parks and recreation—Parks and Open Space, Trails and Sidewalks, Facilities and Programming and the Operational Framework. Each matrix includes a list of actions that represents the range of tasks the City should begin to work on as soon as is feasible in order to make the best use of the time, resources and partnerships available and to build on existing community support developed through the Parks, Trails and Open Space Master Plan and Anna 2050 Comprehensive Plan processes.

Each of the actions appears in one of the chapters in this document and is numbered accordingly, and each is linked to one of the Strategic Policies in Chapter 1. In addition, for each action, a potential implementation time frame (short-, mid- long-term) and an indication of estimated cost (ranging from \$ -\$\$\$\$) are included in the matrix. These measures are described below.

- + **Potential Time Frame.** This characteristic indicates the general time frame for initiating an action, defined here relative to the date of adoption of the Anna 2050 Plan.

Short Term	0-5 Years
Mid-term	5-10 years
Long-term	More than 10 years

- + **Estimated Cost.** This is a general indication of the City's level of financial responsibility for completing an item, ranging from \$ (relatively low cost) to \$\$\$\$ (approximate cost in excess of \$1 million).

\$	Up to \$150,000
\$\$	\$150,000 - \$400,000
\$\$\$	\$400,000-\$1 million
\$\$\$\$	More than \$1 million

ACTION PLAN FOR PARKS AND OPEN SPACES			
	Action	Potential Time Frame	Cost
Action 1	City-Owned Properties. Expand and/or enhance City-owned park and recreation properties that have the potential to better serve the surrounding residents or that could become a wellness and enjoyment destination for the community at large.	Ongoing	\$\$\$
Action 2	Parkland Dedication/Fee Ordinances. Review and revise current dedication and fee ordinances. Develop a process to review current ordinances annually	Short Term	\$\$\$\$
Action 3	Property Acquisition. Acquire developable properties utilizing the key service criteria .	Ongoing	\$\$\$\$
Action 4	Open Space Standards. Create standards, where appropriate, to evaluate new private development proposals on their efforts to provide outdoor open space with amenities and neighborhood and/or community gathering places.	Short-Term	\$
Action 5	Open Space Opportunities. Evaluate alteration requests to existing buildings and sites for additional open space, plaza, gathering places and/or green space.	Ongoing	\$
Action 6	Plan Review. Continue to Include Parks personnel on the Anna Development Review Committee and review plan submittals, not only to meet specific technical requirements, but also to meet community quality of life, recreation and open space needs .	Ongoing	\$
Action 7	Green Infrastructure Guidelines. Develop guidelines and encourage development within the city to implement green infrastructure practices, where applicable.	Short-Term	\$
Action 8	City Gateways and Shared Spaces. Plan for and design a citywide plan to standardize city gateways, monuments and medians to create a cohesive branded landscape throughout Anna.	Short-Term	\$\$\$
Action 9	Private Recreation Providers.: Engage local private recreation providers to explore opportunities and partnerships in providing services. Future expansion of the parks system should also take into consideration the location of these facilities and work to not replicate services provided in the same geographic area.	Short-Term	\$

ACTION PLAN FOR TRAILS AND SIDEWALKS			
Policy Number	Action	Potential Time Frame	Cost
Action 10	Trail Opportunities. Explore additional areas for trails through wooded and riparian corridor areas.	Short- Term	\$\$
Action 11	Rail and Utility Corridors. Convert underutilized rail and utility corridors for use as passive recreation amenities, where possible.	Mid-Term	\$\$\$
Action 12	New Connections. Install additional trail and sidewalk connections utilizing the Capital Improvements Program and grants funding when available.	Ongoing	\$\$\$
Action 13	Missing Segments. Complete missing trail segments and locate sources for funding, in addition to the Park Development Fund, for the construction of these sections to improve network connectivity and provide links to key destinations in Anna and adjacent cities.	Short- Term	\$\$\$
Action 14	Connections to Other Networks. Designate connections into the regional Veloweb, Collin County Trail System and adjacent city systems	Mid-Term - Long Term	\$\$\$
Action 15	Paddle Trail. Engage in planning and design of put in/ take out points on Sister-Grove Creek presented in this plan and the CCRTMP.	Mid-Term	\$\$
Action 16	Trail Plan Update. Conduct a regular review of the Trail Master Plan to determine whether it meets the needs and priorities of Anna neighbors and businesses as development continues to occur; update the plan as needed.	Ongoing	\$
Action 17	Funding Assistance. Apply for funding through the Collin County Parks and Open Space Project Funding Assistance Program for pedestrian and paddle trail improvements in this plan.	Short- Term	\$
Action 18	Trail Surface Options. Develop a hierarchy of trail surface options for context-sensitive use, such as soft-surface trails in wooded areas and wide, concrete surfaces for off-street, multi-use trails, and equestrian only trails.	Short- Term	\$
Action 19	Trail Amenities. Develop a palette of trail amenities, such as mile markers, parking, restrooms and directional signage pedestrian-scaled lighting, restrooms and security/ safety enhancements for construction/installation along Anna trails.	Short- Term	\$\$
Action 20	Trail Signage/Exhibits. Provide interpretive and/or educational trail exhibits along select trails to acknowledge the cultural and historical significance of an area.	Short- Term	\$\$
Action 21	Communication. Develop an active plan for communicating with parks and recreation users that utilizes online maps and tools, social media presence and other techniques to inform the community of facility improvements and to develop community support for parks, trails and open space plans.	Short- Term- Mid-Term	\$\$

ACTION PLAN FOR RECREATION FACILITIES AND PROGRAMMING			
Policy Number	Action	Potential Time Frame	Cost
Action 22	Priorities. Establish priorities for citywide facility development.	Short- Term	\$
Action 23	Site and Infrastructure Improvements. Determine site and infrastructure improvements required for the development of the prioritized projects.	Short- Term	\$
Action 24	Incentives. Establish development incentives for the construction of new recreation facilities.	Short- Term	\$
Action 25	. Feasibility Studies. Complete feasibility studies for each major facility described in the Parks and Recreation Master Plan—sports complex, recreation center, aquatic center; potentially racket sports facility, concrete skate park, special use pad.	Short- Term	\$\$
Action 26	Partnerships. Determine possible project development partners.	Short- Term- Mid-Term	\$
Action 27	Funding. Determine funding mechanism for capital development and operations.	Short- Term	\$\$
Action 28	Philosophy. Establish a philosophy for recreational programming.	Short- Term	\$
Action 29	Classification System. Adopt a program classification system.	Short- Term	\$
Action 30	Other Providers. Determine the role of other providers in the overall system of Anna recreation programming.	Short- Term- Mid-Term	\$
Action 31	Partnerships. Establish programming partnerships, as necessary, to meet the desires of Anna residents.	Short- Term- Mid-Term	\$
Action 32	Staffing and Funding. Determine the staffing and financial commitment necessary to provide the desired level of recreational programming in Anna.	Short- Term	\$
Action 33	Fee Policy. Develop a fee policy to address programs, activities and facilities.	Short- Term	\$
Action 34	Programming Policies and Procedures. Establish programming policies and procedures.	Short- Term- Mid-Term	\$
Action 35	Marketing Plan. Develop a marketing plan to promote City recreational programming.	Short- Term- Mid-Term	\$

ACTION PLAN FOR OPERATIONAL FRAMEWORK			
Policy Number	Action	Potential Time Frame	Cost
Action 36	Operational Funding Commit to a funding strategy for staffing, operations and management of parks and recreation in accordance with the desired level of service.	Short- Term- Mid-Term	\$
Action 37	Staffing Philosophy. Establish a staffing philosophy for the Parks and Recreation divisions.	Short- Term- Mid-Term	\$
Action 38	10-year Staffing Scenario. Develop and adopt a 10-year staffing scenario that reflects new planned parks and facilities as well as recreation programs and services.	Short- Term- Mid-Term	\$
Action 39	Three-Division Plan. Adopt a three-division plan within the Department that covers administration, parks, and recreation.	Short- Term- Mid-Term	\$
Action 40	Operational Policies and Procedures. Establish up-to-date department operational policies and procedures.	Short- Term- Mid-Term	\$
Action 41	Parks Maintenance Management Plan. Develop a parks maintenance management plan and track performance.	Short- Term- Mid-Term	\$
Action 42	Job Descriptions Develop and/or update job descriptions for all positions.	Short- Term- Mid-Term	\$
Action 43	Social Equity, Diversity and Inclusion. Establish goals and metrics for social equity, diversity and inclusion.	Short- Term- Mid-Term	\$
Action 44	Performance Measures. Establish performance measures for parks and recreation operations and track on an annual basis.	Short- Term- Mid-Term	\$



09

APPENDIX

Slayter Creek Park

Amenity

Slayter Creek Park is a 77 acre premiere outdoor sports complex in Anna. It is directly adjacent to the High School Football stadium.

Site Photos



Slayter Creek Park

Amenity	#
Baseball fields	4
stadium lighting	
bench seating	
batting cages	1
concessions	yes
water fountain	1
restroom structure	1
Park Benches	12
Park Trash Cans	18
Horseshoe Courts	2
Passive Exercise Stations	3
Picnic Tables	15
Grill	1
Covered Pavilions	2
Tennis Courts	2
lighting	yes
basketball hoops	2
Playground	1
Toddler Playground	1
Skate park	1

Flex fields	5
soccer nets	5
stadium seating	4
batting cages	1
Tether Ball Court	2
Trails	
educational signage	1
Entrance Signage	1
Decorative Fence	1
Parking Lots	2
Open Space	yes
Gazebo	1
Four Square Courts	4

Vicinity Map



Natural Springs Park

Amenity

Natural Springs Park is a 19 acre open space and trails park with a full dog park near parking.

Site Photos



Natural Springs Park

Amenity	#
Park Trash Cans	4
Picnic Tables -	4
Grill -	1
Dog Park	1
Dog Bag Station	2
Trails	yes
Shade trees	yes
Parking Lot	2
Open Space	yes
Gazebo -	1
Dock	1
On fishing pond	

Vicinity Map



Johnson Park

Amenity

Johnson Park is a 3 acre legacy sports complex park for the City of Anna. Most likely this park was replaced by Slayter Creek.

Site Photos



Johnson Park

Amenity	#
Baseball fields	2
Youth size	1
Full size	1
Decommissioned batting cages	1
Park Benches	4
Park Trash Cans	2
Picnic Tables	2
Playground	1
Lighting	
Old, outdated	
Gravel Parking	1
Open Space	yes
Storage building	1

Vicinity Map



Amenity

Sherley Heritage Park is a 1 acre freshly updated historical site with a new Playground. There is no dedicated parking lot and space is limited.

Site Photos



Sherley Heritage Park

Amenity	#
Restrooms	2
Park Benches	3
Park Trash Cans	3
Picnic Tables	4
Covered Pavilion	1
lighting	4
electrical outlets	2
Playground	1
railroad theme	1
Parking	2
limited	
Open Space	yes
Railroad Museum	1
Educational Signage	1

Vicinity Map



Baldwin Park

Amenity

Baldwin Park is a 9 acre open space park with lake access.

Site Photos



Baldwin Park

Amenity	#
Park Trash Cans	yes
Park Benches	yes
Picnic Tables	yes
Grill	1
Parking Lot	1
Open Space	yes
Dock	1
Trails	yes
Baldwin	yes

Vicinity Map



Geer Park

Amenity

Geer Park is a 25 acre undeveloped field with neighborhood baseball fields.

Site Photos



Geer Park

Amenity	#
Baseball backstop	2
Open space	yes

Vicinity Map



Bryant Park

Amenity

Bryant Park is a 5 acre open field adjacent to the elementary school.

Site Photos



Bryant Park

Amenity	#
Undeveloped Land	yes

Vicinity Map



Anna

2050



la terra studiosm

Kimley»Horn
Expect More. Experience Better.

 **PROLOGUE**
PLANNING
SERVICES

catalyst

 **STRATEGIC**
COMMUNITY
SOLUTIONS



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Public Announcements (Mayor Nate Pike)

SUMMARY:

Public Announcements (Mayor Nate Pike)

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Not applicable

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Neighbor Academy Graduation (Assistant to the City Manager Kimberly Winarski).

SUMMARY:

Staff will present the 2022 Neighbor Academy Graduating Class.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

No action.

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Olivia Demings

AGENDA ITEM:

Recognition of September, October, and November We Notice! Property of the Month
(Neighborhood Services Olivia Demings)

SUMMARY:

The **We Notice!** initiative serves to recognize a property in the City of Anna that has gone the extra mile to show pride of ownership. Each month, Community Enhancement and Compliance will select a property to recognize for their effort and role in keeping Anna beautiful.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna - A Great Place to Live

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. October Property
2. September Property
3. September Property
4. November Property

APPROVALS:

Olivia Demings, Events Coordinator
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022

FIRST ANNA CHURCH
WWW.FIRSTANNA.ORG

SUNDAY

WORSHIP

11 AM

WE
notice!
Property of the Month

Anna







WE
notice!
Property of the Month





Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Olivia Demings

AGENDA ITEM:

Presentation of the Downtown Service Day Project (Neighborhood Services Olivia Demings)

SUMMARY:

The Community Enhancement and Compliance division is hosting a beautification day in the downtown area on November 19th from 8am to noon. During this time, a roll-off container will be provided at Shirley Heritage Park for anyone in the eligible area to discard bulk waste. CEC staff members will be present with promotional items in the / *Love My City* theme and to provide information about CEC. A special project of removing bulk waste from a neighbor's yard has been identified and will occur with the help of volunteers.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna - A Great Place to Live

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Downtown Service Day Flyer

APPROVALS:

Olivia Demings, Events Coordinator
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022



DOWNTOWN SERVICE DAY

All neighbors of the Anna downtown area are invited to participate!
See map on reverse.

SHERLEY HERITAGE PARK

NOVEMBER 19 | 8 AM TO NOON

The Community Enhancement and Compliance Division is hosting a beautification day in your neighborhood. A dumpster will be available at Sherley Heritage Park for bulk trash* and city staff will be onsite to answer questions and hand out promotional items!

Our goal is to provide you with the tools and resources to keep Anna neighborhoods beautiful, safe, and engaged.

*Please note some items are restricted.
Have questions? Contact communityenhancement@annatexas.gov.

THE CITY OF
Anna

MAP OF ELIGIBLE AREA





Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting Minutes for October 19, 2022 and October 25, 2022. (City Secretary Carrie Land)

SUMMARY:

Approve City Council Meeting Minutes.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. CCmin2022-10-19 Special Meeting DRAFT
2. CCmin2022-10-19 Joint Meeting DRAFT
3. CCmin2022-10-25 DRAFT

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/2/2022
Final Approval - 11/3/2022

**Special City Council Meeting
Meeting Minutes**



Wednesday, October 19, 2022 @ 6:00 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna met at 6:00 PM, on October 19, 2022, at the Anna Municipal Complex, Council Chambers located at 120 W. 7th Street, to consider the following items.

1. Call to Order, Roll Call, and Establishment of Quorum.

Mayor Pike called the meeting to order at 6:00 PM.

Council Member Carver was absent.

2. Closed Session (Exceptions).

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087). Potential ETJ Development

MOTION: Council Member Miller moved to enter closed session. Council Member Ussery seconded. Motion carried 6-0.

Mayor Pike recessed the meeting at 6:02 PM.

Mayor Pike reconvened the meeting at 6:32 PM.

3. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

4. **Adjourn.**

Mayor Pike adjourned the meeting at 6:32 PM.

Approved on November 8, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land

**City Council Meeting / Board of Trustees of
Anna Independent School District
Joint Meeting**

Meeting Minutes



Wednesday, October 19, 2022 @ 6:30 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna and Board of Trustees of Anna Independent School District met at 6:30 PM, on October 19, 2022, at the Anna Municipal Complex, Council Chambers, located at 120 W. 7th Street, to consider the following items.

1. Call to Order, Roll Call, and Establishment of Quorum.

a. City of Anna Mayor Nate Pike

Mayor Pike called the City Council meeting to order at 6:33 PM.

b. Board President Shelli Conway

President Shelli Conway called the Board meeting to order at 6:33 PM.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Eric Johnson spoke in opposition to the proposed school bond.

4. Reports.

No reports were given.

5. Work Session.

a. Receive a presentation regarding the Anna ISD Bond Election from Superintendent Michael Comeaux.

Received a presentation from Superintendent Michael Comeaux providing the public with facts about the Anna ISD Bond Election.

Mr. Comeaux took questions from the public present and from Facebook.

- b. Interlocal Interagency Operation Discussion. (Assistant City Manager Ryan Henderson and Assistant Superintendent of Operations Dr. Bradley Duncan)

Mayor Pike and President Conway moved to Agenda Item c.

Assistant City Manager Ryan Henderson and Assistant Superintendent of Operations Dr. Bradley Duncan spoke with regards to how the City and School District work together on future developments to better the City and School District.

- c. Economic Development Update (Director of Economic Development, Joey Grisham)

Assistant Director of Economic Development, Taylor Lough gave a brief presentation on Economic Development in the City of Anna.

- d. Police Coordinated Efforts. (Police Chief Dean Habel and Anna ISD Chief Jeff Jones)

Anna Police Chief Dean Habel and Anna ISD Chief Jeff Jones spoke on the cooperation between the two departments.

- e. Consider/Discuss/Action on an Inter-local Agreement between the City of Anna and Anna Independent School District Regarding Construction of School Facilities. (Director of Public Works, Greg Peters, P.E.)

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 6-0.

- f. Consider/Discuss/Action on Future Joint Meeting Agenda Items.

No discussion or action taken.

6. **Adjourn.**

Mayor Pike adjourned the City Council meeting at 8:10 PM.

President Conway adjourned the Anna ISD Board meeting at 8:10 PM.

Approved on November 8, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land

**Regular City Council Meeting
Meeting Minutes**



Tuesday, October 25, 2022 @ 6:30 PM

**Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on October 25, 2022 at the Anna Municipal Complex, located at 120 W. 7th Street, to consider the following items.

1. Call to Order, Roll Call, and Establishment of Quorum.

Mayor Pike called the meeting to order at 6:33 PM.

Members Present:

Mayor Nate Pike
Mayor Pro Tem Lee Miller
Deputy Mayor Pro Tem Randy Atchley
Council Member Kevin Toten
Council Member Stan Carver
Council Member Danny Ussery
Council Member Pete Cain

Members Absent:

None

2. Invocation and Pledge of Allegiance.

Pastor Angel of Grace Point Family Church led the Invocation and Mayor Pike led the Pledge of Allegiance.

3. Neighbor Comments.

Robert Hallberg stated his appreciation to the City for hosting AnnaFest.

4. Reports.

Mayor Pike moved to Agenda Item 7.e.

- a. Code Compliance Month Proclamation

- b. Arbor Day Proclamation 2022

5. **Work Session.**

Mayor Pike postponed the Work Session to the November meeting.

- a. Discussion on a proposed design of a new City Seal. (City Secretary Carrie Land)
- b. Discuss the process for the Municipal Complex Plaza Design and Construction. (Director of Public Works Greg Peters, P.E.)
- c. Discuss the project initiation and design of a new indoor recreation facility as defined in Proposition C of the City of Anna's 2021 Bond Election and the City of Anna Parks, Open Space, Trails, and Recreation Master Plan. (Director of Public Works Greg Peters, P.E.)

6. **Consent Items.**

Agenda Items 6.e. and 6.f. were removed from the Consent Agenda.

MOTION: Council Member Toten moved to approve consent items a - d and g - k. Council Member Miller seconded. Motion carried 7-0.

Mayor Pike recused himself. Mayor Pike returned to the meeting after action was taken on Item 6.e. and 6.f.

- a. Approve the City Council Meeting Minutes for October 11, 2022. (City Secretary Carrie Land)
- b. Review Minutes of the September 7, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- c. Review Monthly Financial Report for the Month Ending September 30, 2022. (Budget Manager Terri Doby)

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2022 through September 30, 2022.

The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

- d. Approve all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project)" including the adoption of an ordinance approving

the issuance thereof and the facilities to be constructed or acquired by such Authority. (Director of Public Works Greg Peters, P.E.)

The Greater Texoma Utility Authority (GTUA) is responsible for bringing treated drinking water from North Texas Municipal Water District to the four CGMA Cities, which include Anna, Melissa, Van Alstyne, and Howe. The bond sale being proposed will fund critical infrastructure improvements in the GTUA system which are needed to increase the system's capacity to accommodate growth.

The cost of the debt service will be incorporated into the rate structure CGMA cities pay to GTUA for water delivery. These costs were anticipated and are covered in the water and sewer rate structures adopted by the City Council earlier this year.

The financial impact of the bond sale will be handled through the water rates GTUA charges to the four CGMA Cities, including Anna, Melissa, Van Alstyne, and Howe. The City of Anna has budgeted for the rate impacts as a part of our annual water and sewer rate adoption.

- e. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the AnaCapri Public Improvement District Improvement Area No. 1. (Director of Economic Development Joey Grisham)

This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for the AnaCapri Public Improvement District Improvement Area No. 1.

MOTION: Council Member Atchley moved to approve Items 6.e. and 6.f. Council Member Carver seconded. Motion carried 6-0.

- f. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the AnaCapri Public Improvement District Improvement Area No. 2A. (Director of Economic Development Joey Grisham)

This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for the AnaCapri Public Improvement District Improvement Area No.2A.

MOTION: Council Member Atchley moved to approve Items 6.e. and 6.f. Council Member Carver seconded. Motion carried 6-0.

- g. Resolution selecting CIP roadway submittals for Collin County Bond Call for Projects. (Director of Public Works Greg Peters, P.E.)

In 2018, Collin County voters approved a Bond Election to fund roadway improvements throughout the County. Collin County is currently holding a call for city projects, whereby cities within the county may submit a request for project funding.

The City has identified Rosamond Parkway and Leonard Avenue as the two

projects most likely to receive the highest scores based on the County scoring criteria.

If approved, the City will provide funding for the projects through Roadway Impact Fees.

- h. Approve a Resolution making revisions to the Investment Policy. (Finance Director Alan Guard)

The City of Anna, per the Investment Policy, is required to revisit, revise, and adopt the Investment Policy each year. The City Council recently approved certain revisions that brought the policy fully into compliance with the guidelines as established by the Government Treasurers of Texas (GTOT). Since that time, the position of Accounting Manager has been changed to Assistant Finance Director.

- i. Approve an Ordinance Adopting a Purchasing Policy. (Finance Director Alan Guard)

The City of Anna utilizes a number of purchasing cooperatives to help streamline the purchasing process and help departments find goods and services that provide the best value. The revision being requested would add National Purchasing Partners Government Group (NPPGov) to the list of cooperative purchasing agreements in the City's Purchasing Policy.

The Fire Department has been researching companies that help prepare Fire Department Master Plan Studies. Their research concluded that Emergency Services Consulting International (ESCI) would be the best firm for their needs. ESCI is included as part of the NPPGov Group. The Purchasing Policy is adopted by ordinance.

- j. Approve Resolution Authorizing Agreement with Lexipol, LLC for Fire Policy Management (Fire Chief Ray Isom)

The Lexipol process is a professional services agreement that utilizes Sourcewell, making it a turnkey method that is already in alignment with the city's Financial Policy.

Fire Chief Isom has identified this as a fundamental need at this juncture in the fire department's growth. The proposed 3rd party agreement creates the basic elements required to integrate, automate, and further refine a more progressive and efficient policy and procedure mechanism for the fire department.

This project implementation is funded through the current FY'23 Fire Department budget at a cost not to exceed \$23,468. Subsequent annual policy renewals will apply.

- k. Approve Resolution Authorizing Agreement with Emergency Services Consulting International (Fire Chief Ray Isom)

Emergency Services Consulting International (ESCI) will provide the city and fire department with a Community Risk Assessment, Long-Range Master Plan (approximately 8 – 10 years), an updated Strategic Plan, and a Standards of Cover report. Chief Isom has identified this project as a fundamental need at this juncture in the fire department's growth.

This project implementation is funded through the current FY'23 Fire Department budget at a cost not to exceed \$64,583.

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on City Council Meeting Dates for November and December. (City Manager Jim Proce)

The second meeting dates for November and December fall during the weeks of the Thanksgiving and Christmas holidays. In previous years, the City Council canceled these meetings due to a lack of a quorum.

The City Council discussion ensued.

MOTION: Mayor Pike moved to hold the November 22, 2022 meeting, as scheduled and cancel the December 27, 2022 meeting, due to a lack of a quorum. Council Member Toten seconded. Motion carried 7-0.

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Director of Development Services Ross Altobelli)

Applicant withdrew his zoning request.

MOTION: Council Member Carver moved to take no action. Council Member seconded. Motion carried 7-0.

- c. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding annexation of 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. (Planning Manager Lauren Mecke)

Mayor Pike opened the public hearing at 7:00 PM.

No public comments were received.

Mayor Pike moved to hold the public hearing open until the November 8, 2022 Council Meeting at 6:00 PM, at 120 W. 7th Street, Anna, Texas 75409. Council Member Miller seconded. Motion carried 7-0.

- d. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Planning Manager Lauren Mecke).

Charles Covey - LandVest Development has submitted a petition to annex 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard.

The applicant is requesting the public hearing for the Annexation request be opened and tabled until the November 8, 2022 City Council meeting which will allow the annexation request to be considered the same night as the proposed zoning and development agreement for the property.

Mayor Pike opened the public hearing at 7:02 PM.

No public comments were received.

Mayor Pike moved to hold the public hearing open until the November 8, 2022 Council Meeting at 6:00 PM, at 120 W. 7th Street, Anna, Texas 75409. Council Member Toten seconded. Motion carried 7-0.

- e. Agreement between Grace Place Community Garden and the City of Anna (Olivia Demings)

A one-year agreement between the City of Anna and Grace Place community Garden for the use of the garden as an educational space. The City will provide a stipend of \$1000 to be applied to the Grace Place Community Garden utility bill.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 7-0.

Mayor Pike moved to Consent Agenda.

8. **Closed Session (Exceptions).**

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Manager Annual Review

MOTION: Council Member Miller moved to enter closed session. Council Member Atchley seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 7:06 PM.

Mayor Pike reconvened the meeting at 9:38 PM.

- 9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action was taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:38 PM.

Approved on November 8, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022

Staff Contact:

AGENDA ITEM:

Review the Minutes from the August 15th and September 19th, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve the City Manager to execute an additional service letter for \$8,400 to be added to the existing design contract with Birkhoff Hendricks & Carter, LLC, for the design of an additional water main highway crossing to be added to the scope of the US 75 Utility Relocation project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is to approve an additional service (\$8,400) to the existing design contract with Birkhoff, Hendricks, & Carter to add an additional water main crossing when we bid/construct US 75 utility relocations. The additional crossing is recommended to account for the likely growth on the northern end of the US 75 corridor, which could include large water users in the future. When the project was originally scoped, interest in the US 75 corridor at the north end of the city was not as significant as it is today, and large water users were not considered likely. With the new chip manufacturing plants coming to Sherman, it is important for Anna to maintain maximum flexibility in our ability to provide utility services for employment centers which could come to our community.

We recommend the additional crossing located near County Road 370 based on likely development needs. This will be significantly cheaper and faster than doing it in the future as a stand-alone project when development occurs. The fund source will be Water Impact Fees, matching the original agreement.

FINANCIAL IMPACT:

The cost is \$8,400 for the additional engineering and surveying. The fund source will be Water Impact Fees.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. BHC Additional Service

APPROVALS:

Gregory Peters, Director of Public Works
Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Approved - 11/3/2022
Final Approval - 11/3/2022

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
 GARY C. HENDRICKS, P.E.
 JOE R. CARTER, P.E.
 MATT HICKEY, P.E.
 ANDREW MATA, JR., P.E.
 JOSEPH T. GRAJEWSKI, III, P.E.
 DEREK B. CHANEY, P.E.
 CRAIG M. KERKHOFF, P.E.

October 25, 2022

Mr. Greg Peters, P.E.
 Director of Public Works
 City of Anna
 3223 North Powell Parkway
 Anna, Texas 75409

Re: US 75 Utility Relocations – Phase 2
 Engineering Services Agreement – **Amendment No. 2**

Dear Mr. Peters:

As you requested, we are pleased to submit this Amendment No. 2 to our Engineering Services Task Order for the US 75 Utility Relocations project, signed and dated September 14, 2017. This Amendment No. 2 includes the additional 12-inch water line crossing of US 75 in proximity of CR 371. We propose to be compensated for this additional work in accordance with the terms of the original agreement for Basic and Additional Services. The table below summarizes the contract terms and the effect of this Amendment No. 1.

US 75 Utility Relocations Phase 2 – Engineering Services Agreement
 Amendment No. 2

		Original Contract Amount w/ Amendment No. 1	Amount, This Amendment No. 2	Revised Contract Amount
Basic Services	Part I – Design Phase	\$77,341	\$3,950	\$77,341
	Part II – Bidding Phase	\$6,165	\$0	\$6,165
	Part III – Construction Phase	\$14,662	\$0	\$14,662
	Subtotal, Basic Services	\$98,168	\$3,950	\$98,168
Additional Services	Part IV.A. – Design and Bndy Surveys	\$10,890	\$2,950	\$10,890
	Part IV.B. - Preparation of Plat and Field Notes	\$14,500	\$1,500	\$14,500
	Part IV.C. – Printing of Plans and Specs	\$500	\$0	\$500
	Part IV.D. – TxDOT Coordination	\$4,000	\$0	\$4,000
	Subtotal, Additional Services	\$29,890	\$4,450	\$29,890
	Totals	\$128,058	\$8,400	\$136,458

Mr. Greg Peters, P.E.

US 75 Utility Relocations Phase 2 – Engineering Services Agreement Amendment No. 2

October 25, 2022

Page 2 of 2

If you are in agreement with this Amendment No. 2 to our original engineering services agreement for the US 75 Utility Relocations Phase 2 dated September 2, 2017, please sign and return one set to our office. Upon your written authorization, we will proceed immediately with the additional scope of services.

We are available to discuss this project further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E., C.F.M.

APPROVED FOR THE CITY OF ANNA, TEXAS

Mr. Jim Proce, City Manager

Date



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Alan Guard

AGENDA ITEM:

Approve a Resolution amending the representatives authorized to transact business with the Texas Local Government Investment Pool (TexPool). (Finance Director Alan Guard)

SUMMARY:

The Texas Local Government Investment Pool (TexPool) is one of the City's primary investment vehicles. Authorized representatives who can conduct business for the City must be identified by resolution. This resolution amends the list of City Representatives by substituting the new Assistant Finance Director, Aimee Ferguson, for the previous Accounting Manager. It is necessary to bring this update for City Council approval.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

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

GOAL 4 HIGH PERFORMING PROFESSIONAL GOVERNMENT

STAFF RECOMMENDATION:

Approve the Resolution amending the authorized representatives for TexPool.

ATTACHMENTS:

1. RESOLUTION AMENDING AUTHORIZED SIGNERS FOR TEXPOOL
2022.11.08

APPROVALS:

Alan Guard, Director of Finance
Jim Proce, City Manager

Created/Initiated - 10/24/2022
Final Approval - 11/3/2022

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING THE AUTHORIZED REPRESENTATIVES AUTHORIZED TO TRANSACT BUSINESS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, "TEXPOOL/TEXPOOL PRIME", A PUBLIC FUNDS INVESTMENT POOL.

WHEREAS, The City of Anna ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS THAT:

Section 1. Recitals Incorporated.

The above referenced recitals are incorporated as if set forth in full for all purposes.

Section 2. That the individuals, whose signatures appear in the Resolution, are Authorized Representatives of the City of Anna and are each hereby authorized to transmit funds for investment in Texpool/Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local government funds.

Section 3. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City of Anna's TexPool account or (2) is no longer employed by the Participant.

Section 4. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

List of the Authorized Representatives of the Participant. Any new individuals will be issued identification numbers to transact business with TexPool Participant Services.

1. Name Ryan Henderson Title: Assistant City Manager
Phone/Fax/Email 214-831-5303 Fax 972-924-2620 rhenderson@annatexas.gov

Signature _____

2. Name Alan Guard Title: Finance Director
Phone/Fax/Email 214-831-5371 Fax 972-924-2760 aguard@annatexas.gov

Signature _____

3. Name Alesia Thornhill Title: Accountant
Phone/Fax/Email 214-831-5372 Fax 972-924-2760 athornhill@annatexas.gov

Signature _____

List the names of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name:	<u>Alan Guard, Finance Director</u>	Phone	<u>214-831-5371</u>
Email:	<u>aguard@annatexas.gov</u>	Fax	<u>972-924-2760</u>

Name:	<u>Alesia Thornhill, Accountant</u>	Phone	<u>214-831-5372</u>
Email:	<u>athornhill@annatexas.gov</u>	Fax	<u>972-924-2760</u>

In addition, and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry only, complete the following information.

Name:	<u>Aimee Ferguson, Assistant Finance Director</u>	Phone	<u>214-831-5375</u>
Email:	<u>aferguson@anntexas.gov</u>	Fax	<u>972-924-2760</u>

Section 4. This Resolution and its authorization shall continue in full force and effect until amended by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of November, 2022.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.e.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the James' Estates, Block A, Lot 1, Development Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

One single-family residence, one guest house, and seven accessory structures on one lot on 6.0± acres located on the north side of County Road 505, 2,680± feet west of County Road 508. Located within the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

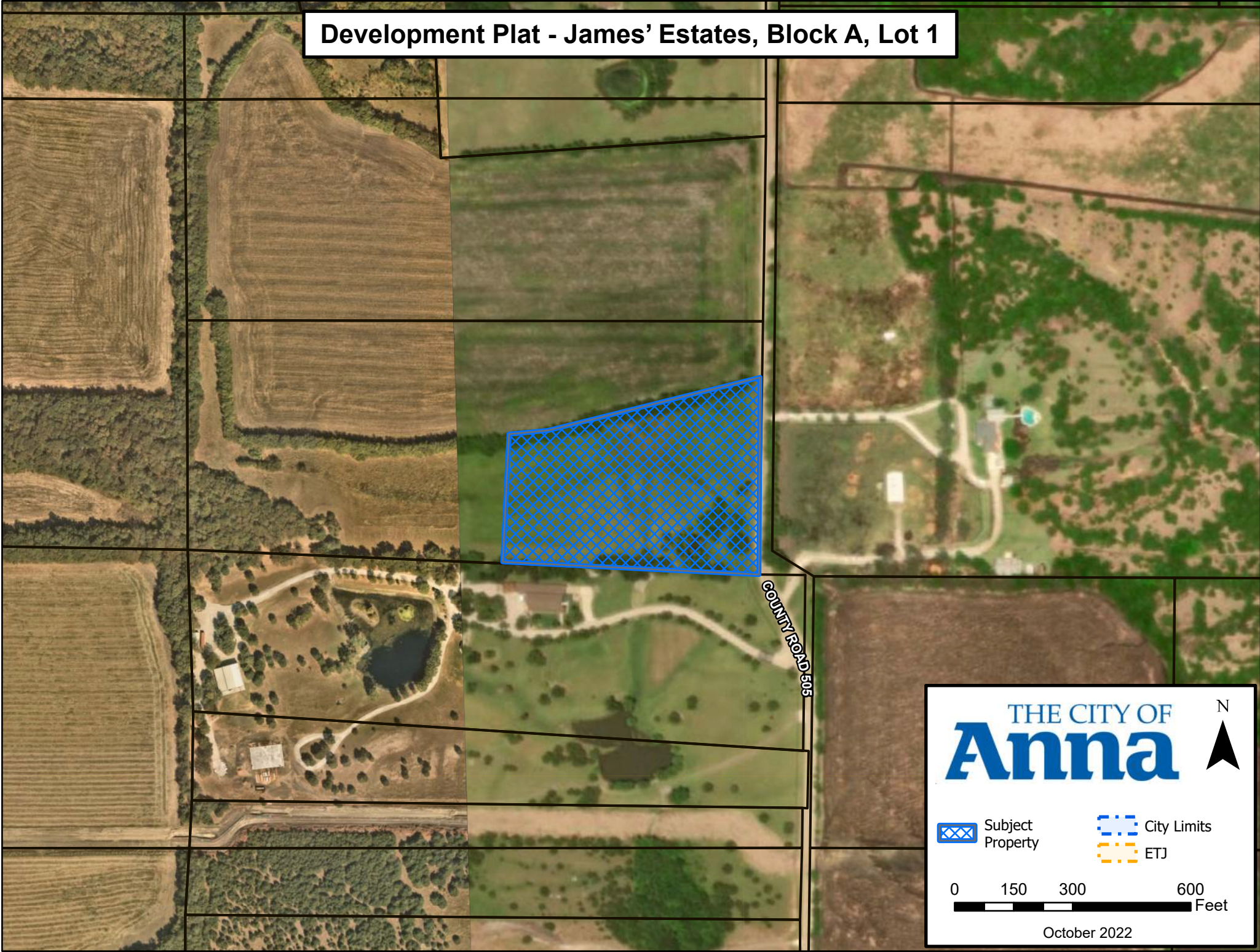
The Development Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. James' Estates, Block A, Lot 1 Locator Map
2. RESOLUTION - James' Estates, BI A, Lt 1 (DP)
3. Exhibit A (STAMPED) - James Estates Development Plat

Development Plat - James' Estates, Block A, Lot 1



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 150 300 600 Feet

October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING JAMES' ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Derrick & Meegyn James have submitted an application for the approval of the James' Estates, Block A, Lot 1, Development Plat; and

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 Development Plat.

The City Council hereby approves the James' Estates, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

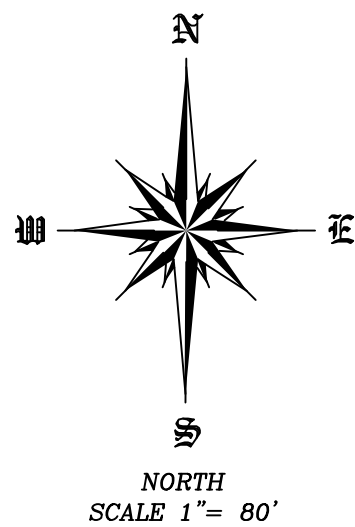
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



LEGEND

R.M. = REFERENCE MONUMENT
CIRS = CAPPED IRON ROD
SET STAMPED (4613)
CIRF = CAPPED IRON ROD FOUND
□ = FENCE POST

CALLLED 46.104 ACRES
ANWER A HANIF & NUZHAT FAZAL
C.C. NO. 20141231001424420
O.P.R.C.C.T.

CALLLED 24.311 ACRES
RICK FOSTER
VOLUME 2771, PAGE 339
D.R.C.C.T.

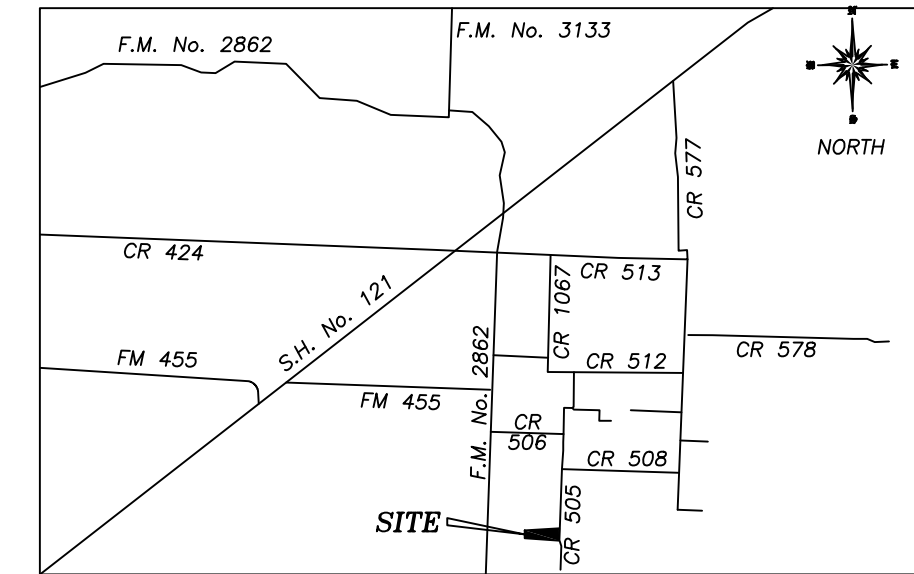
PROPOSED DEVELOPMENT LIST

1. MAIN HOUSE
2. SHOP
3. MOTHER-IN-LAW SUITE
4. GREENHOUSE
5. SHED 19'X22'
6. SAUNA 19'X22'
7. BARN
8. BARN
9. SHED
10. SHED
11. POOL & HOT TUB
12. CONCRETE PAD
13. SOLAR PANEL FIELD
14. COVERED BREEZEWAY

CALLLED 23.48 ACRES
THE SHIRLEY HENDRICKS REVOCABLE TRUST
C.C. NO. 20120203000130820
O.P.R.C.C.T.

CALLLED 23.48 ACRES
THE SHIRLEY HENDRICKS REVOCABLE TRUST
C.C. NO. 20120203000130820
O.P.R.C.C.T.

CALLLED 21.9994 ACRES
RANDY PENNINGTON
VOLUME 4438, PAGE 602
D.R.C.C.T.



NOT TO SCALE
VICINITY MAP

CALLLED 86.64 ACRES
MICHAEL JOHN TIGHE &
VICKI SUZANNE ANDERSON
C.C. NO. 20150508000535740
O.P.R.C.C.T.

CALLLED 42.50 ACRES
CAROL TURNER SMITH GST TRUST
SANDRA KAY TURNER ROACH GST TRUST
CARMEN TURNER MORAN GST TRUST
VOLUME 4438, PAGE 602
D.R.C.C.T.

GENERAL NOTES:

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. Copyright 2022, Surdukan Surveying, Inc.
4. 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.
5. The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, NAD83, North Central Zone, NAD 83 (GORS96) Epoch 2002.0.
6. Existing water service to this site is provided by Westminister Special Utility Department.
7. Sanitary Sewer be an OSSF system on site.
8. Existing electric is provided by Grayson-Collin Electric Company.
9. Solid waste will be provided through a private solid waste company.
10. Selling any portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting laws, and is subject to fines and withholding of utilities and building permits.

FLOODPLAIN NOTE:

This tract of land is designated to fall within Zone X, according to the Flood Insurance Rate Map (FIRM) Map No. 48085C0180-I, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas.

LEGAL DESCRIPTION

BEING a tract of land situated in the J.W. Anglin Survey, Abstract 255, Collin County, Texas and being part of a called 23.48 acre tract of land described as "Tract Two" in a General Warranty Deed conveyed to The Shirley Hendricks Revocable Trust as recorded in County Clerk No. 2012020300130820 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 southeast corner of said 23.48 acre tract of land, said iron rod being in the north line of a called 21.9994 acres tract of land conveyed to Randy Pennington in Volume 4438, Page 602 of the Deed Records of Collin County, Texas

THENCE N 87°08'13" W with the south line of the called 23.48 acre tract of land and the north line of the called 21.9994 acres tract of land a distance of 651.98' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 02°52'48" E across the called 23.48 acre tract of land a distance of 324.73' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in an established fence line;

THENCE N 84°29'59" E with the said fence a distance of 100.11' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

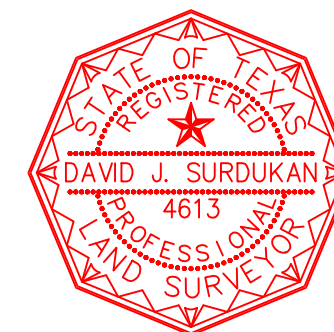
THENCE N 75°55'41" E a distance of 554.65' to a Mag Nail with shiner set for corner in the west edge of the asphalt pavement of County Road 505;

THENCE S 00°19'12" W a distance of 501.35' to the POINT OF BEGINNING and containing 261,360 Square Feet or 6.000 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

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 7, 2022
P&Z COMMISSION
CITY OF ANNA

DEVELOPMENT PLAT
JAMES' ESTATES
LOT 1, BLOCK A
BEING 6.000 ACRES OUT OF THE
J.W. ANGLIN SURVEY
ABSTRACT NO. 25
COLLIN COUNTY, TEXAS

OWNER
DERRICK & MEEGYN JAMES
7661 C.R. 476
ANNA, TEXAS 75409
(432) 664-3362

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

SCALE 1" = 80'

REVISED: OCTOBER 17, 2022
DATE: OCTOBER 3, 2022

JOB No. 2022-204



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the McAlexander West, Block A, Lot 1, Final Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Vacant lot on 11.0± acres located on the south side of County Road 290, 1,050± feet east of County Road 289. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Final Plat 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 RECOMMENDATION:

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. McAlexander West, Block A, Lot 1 Locator
2. Exhibit A (FP) McAlexander West BL A Lt 1 stamped
3. RESOLUTION - (FP) McAlexander West

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/2/2022
Approved - 11/2/2022
Final Approval - 11/3/2022

Final Plat - McAlexander West, Block A, Lot 1



THE CITY OF
Anna



 Subject Property

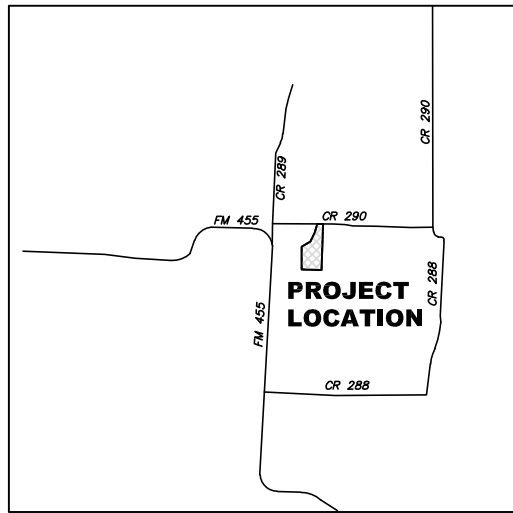
 City Limits

 ETJ

0 150 300 600 Feet

October 2022

EXHIBIT A



SURVEYOR'S CERTIFICATE

OWNER CERTIFICATION
STATE OF TEXAS
COUNTY OF COLLIN

Whereas, Joseph C. McAlexander and spouse, Starr McAlexander ar the owners of a tract of land situated in Collin County, Texas in the Richard Phelan Survey Abst. No. 694 and being a part of Tract One of land described in a Deed from Jesse C. Townzen and wife, Amy J. Townzen to Jack K. Neal Dated January 10, 1986 and filed in Volume 2288 Page 217 of the Deed Records of Collin County, Texas and described as follows:

BEGINNING at a 3/8" iron rod found at the northeast corner of said Tract One and in the center of County Road No. 290:

THENCE South 02 deg. 09 min. 01 sec. West with the east line of said Tract One a distance of 1198.72 feet to a 1/2" iron rod with 10194728 cap set for the southeast corner of this tract and said Tract One;

THENCE North 88 deg. 01 min. 09 sec. West with the south line of said Tract One a distance of 514.72 feet to a 1/2" iron rod with RPLS 1764 cap found for the southwest corner of this tract;

THENCE North 00 deg. 00 min. 00 sec. West a distance of 592.37 feet to a 1/2" iron rod with 10194728 cap set for an angle point in the west line of this tract;

THENCE North 58 deg. 27 min. 31 sec. East a distance of 259.08 feet to a 1/2" iron rod found for an angle point in the west line of this tract;

THENCE North 28 deg. 03 min. 00 sec. East a distance of 240.75 feet to a 1/2" iron rod found for an angle point in the west line of this tract;

THENCE North 16 deg. 24 min. 00 sec. East a distance of 254.16 feet to a mag nail with 10194728 tag set in the center of County Road No. 290 for the northwest corner of this tract;

THENCE South 88 deg. 28 min. 33 sec. East with the centerline of County Road No. 290 a distance of 153.64 feet to the PLACE OF BEGINNING and containing 10.938 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,
That Joseph C. McAlexander and spouse, Starr McAlexander acting herein by
and through its duly authorized officers, does hereby certify and adopt this plat
designating the herein above described property as

MC ALEXANDER WEST, LOT 1, BLOCK A
an addition to Collin County, 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.

The undersigned do 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.

Joseph C. McAlexander

WITNESS, my hand, this _____ day of _____, 20 .
BY: _____
Authorized signature.
Printed name and title.
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____, 20

Notary Public, State of Texas
My commission expires: _____.

Starr McAlexander

WITNESS, my hand, this _____ day of _____, 20 ____.

BY: _____

Authorized signature.

Printed name and title.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____, 20 ____.

Notary Public, State of Texas
My commission expires: _____.

OWNER:
JOSEPH & STARR MCALEXANDER
840 SPIRIT SONG WAY
ANNA, TX 75409

SURVEYOR:
OKLAHOMA SURVEY COMPANY
REGISTRATION NUMBER 10194728
RYAN R. DOUDICAN, R.P.L.S. 6905
3121 E. SORGHUM MILL ROAD
EDMOND, OK 73034
405-821-5656
ryan@oklahomasurveycompany.com
PROJECT NO. 3689

SURVEYOR'S CERTIFICATE

I, Ryan R. Doudican, Registered Professional and Surveyor, State of Texas, hereby certify that the description and plat hereon are taken from actual measurements upon the ground and are true and correct to the best of my knowledge and belief this _____ day of _____, 20____, and the monuments shown thereon have been found or set by me and their location, size and material described are correctly shown.

Ryan R. Doudican R.P.L.S. 6905



STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for Collin County, Texas, personally appeared the persons whose names are subscribed to the foregoing instrument, and they acknowledged same for the purposes and considerations therein expressed and in the capacity indicated herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20 ____

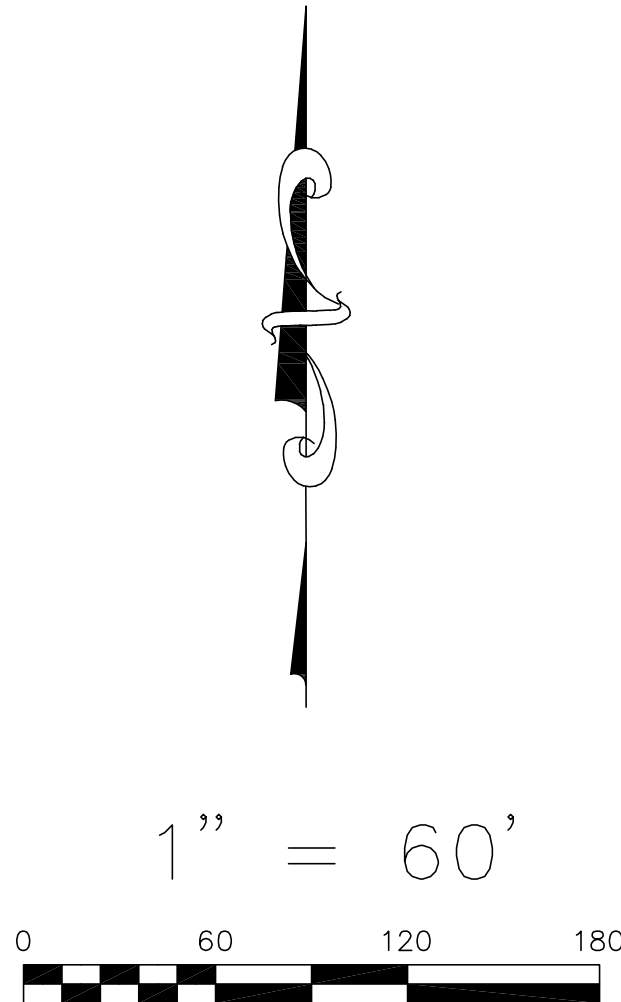
Notary Public in and for Collin County, Texas

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 20____, by the _____

Mayor

City Secretary



APPROVED
NOVEMBER 7, 2022

CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA

BEARINGS BASED ON NAD 83, NORTH CENTRAL TEXAS ZONES 4202

THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48085C0155J DATED JUNE 2, 2009.

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.

FINAL PLAT
MCALEXANDER WEST

LOT 1, BLOCK A
10.938 ACRES
RICHARD PHELAN SURVEY, ABSTRACT NO. 694
COLLIN COUNTY, TEXAS

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING MCALEXANDER WEST, BLOCK A, LOT 1, FINAL PLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Joseph C. McAlexander has submitted an application for the approval of the McAlexander West, Block A, Lot 1, Final Plat; and

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 Final Plat.

The City Council hereby approves the McAlexander West, Block A, Lot 1, Final Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Meadow Vista, Phase 2, Final Plat. (Director of Development Services, Ross Altobelli)

SUMMARY:

Seven single-family dwelling, detached lots and two common area lots on 5.0± acres located at the southwest corner of Hackberry Drive and Stanley Falls Drive. Zoned: Planned Development (Ord. No. 839-2019).

The purpose for the Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for 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 RECOMMENDATION:

The Final Plat is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Meadow Vista, Phase 2 Locator Map
2. RESOLUTION - (FP) Meadow Vista, Phase 2
3. Exhibit A (FP) Meadow Vista Phase 2 - stamped

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Final Plat - Meadow Vista, Phase 2



THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING MEADOW VISTA, PHASE 2, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Bloomfield Homes, LP has submitted an application for the approval of the Meadow Vista, Phase 2, Final Plat; and

WHEREAS, Meadow Vista, Phase 2, Final Plat conforms to the existing zoning; and

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 Final Plat.

The City Council hereby approves the Meadow Vista, Phase 2, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

OWNERS CERTIFICATE

STATE OF TEXAS)
COUNTY OF COLLIN)

WHEREAS BLOOMFIELD HOMES, LP, IS THE SOLE OWNER OF A 4.974 ACRE TRACT OF LAND SITUATED IN THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288, CITY OF ANNA, E.T.J., COLLIN COUNTY, TEXAS AND BEING PART OF A 160.197 ACRE TRACT OF LAND CONVEYED TO BLOOMFIELD HOMES, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2020011700076380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 4.974 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DENTON CORS ARP (PID-DF8986) AND DALLAS CORS ARP (PID-DF8984), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID 160.197 ACRE TRACT AND THE SOUTHEAST CORNER OF A 50.53 ACRE TRACT OF LAND CONVEYED TO TWO-J PARTNERS, LLLP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080509000562500, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF CREEKSIDE, PHASE 3, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-0060537, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID 160.197 ACRE TRACT AND THE EAST LINE OF SAID 50.53 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 40 MINUTES 32 SECONDS EAST, A DISTANCE OF 260.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 59 MINUTES 07 SECONDS EAST, A DISTANCE OF 314.21 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF MEADOW VISTA, PHASE 1, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 160.197 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID MEADOW VISTA, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 48 DEGREES 12 MINUTES 43 SECONDS EAST, A DISTANCE OF 114.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 40 MINUTES 49 SECONDS, A RADIUS OF 1565.00 FEET AND A LONG CHORD THAT BEARS SOUTH 59 DEGREES 33 MINUTES 07 SECONDS EAST, A DISTANCE OF 615.46 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 619.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF WEST HACKBERRY DRIVE (AN 80' RIGHT-OF-WAY);

SOUTH 19 DEGREES 06 MINUTES 28 SECONDS WEST, OVER AND ACROSS SAID WEST HACKBERRY DRIVE, A DISTANCE OF 80.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST HACKBERRY DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 18 MINUTES 54 SECONDS, A RADIUS OF 1645.00 FEET AND A LONG CHORD THAT BEARS SOUTH 71 DEGREES 02 MINUTES 59 SECONDS EAST, A DISTANCE OF 9.05 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 9.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST HACKBERRY DRIVE AND THE WEST RIGHT-OF-WAY LINE OF STANLEY FALLS DRIVE (A 50' RIGHT-OF-WAY);

SOUTH 27 DEGREES 31 MINUTES 37 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 35.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 12 SECONDS, A RADIUS OF 325.00 FEET AND A LONG CHORD THAT BEARS SOUTH 07 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 81.11 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT AND ALONG SAID WEST RIGHT-OF-WAY LINE OF STANLEY FALLS DRIVE, AN ARC DISTANCE OF 81.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHWEST CORNER OF SAID MEADOW VISTA, PHASE 1 AND THE NORTHEAST CORNER OF LOT 22, BLOCK K OF THE FALLS, PHASE 2, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-0131577, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE SOUTH LINE OF AFORESAID 160.197 ACRE TRACT;

THENCE, NORTH 89 DEGREES 18 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE OF 160.197 ACRE TRACT AND THE NORTH LINE OF SAID LOT 22, BLOCK K, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID LOT 22, BLOCK K AND THE NORTHEAST CORNER OF LOT 21, BLOCK F OF AFORESAID CREEKSIDE, PHASE 3;

THENCE, NORTH 88 DEGREES 41 MINUTES 14 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE OF 160.197 ACRE TRACT AND AFORESAID NORTH LINE OF CREEKSIDE, PHASE 3, A DISTANCE OF 492.18 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 4.974 ACRES, OR 216.667 SQUARE FEET OF LAND.

EASEMENT LANGUAGE

ACCESS EASEMENTS

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.

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. 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.

CERTIFICATE OF APPROVAL

APPROVED ON THIS THE _____ DAY OF _____, 2022,
BY THE CITY COUNCIL, CITY OF ANNA, TEXAS.

MAYOR
CITY OF ANNA, TEXAS

CITY SECRETARY
CITY OF ANNA, TEXAS

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **BLOOMFIELD HOMES, LP**, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **MEADOW VISTA, PHASE 2**, 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 PUBLICS 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 ARTS 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 PURPOSES 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 _____, A.D. 2022.

BLOOMFIELD HOMES, LP

BY: _____
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 _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, MICHAEL J. BAITUP, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND THE SUPERVISION IN _____, 2022, AND THAT ALL CORNERS ARE AS SHOWN.

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.

MICHAEL J. BAITUP
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4574



DATE: _____

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 MICHAEL J. BAITUP KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

APPROVED
NOVEMBER 7, 2022
CITY COUNCIL
CITY OF ANNA

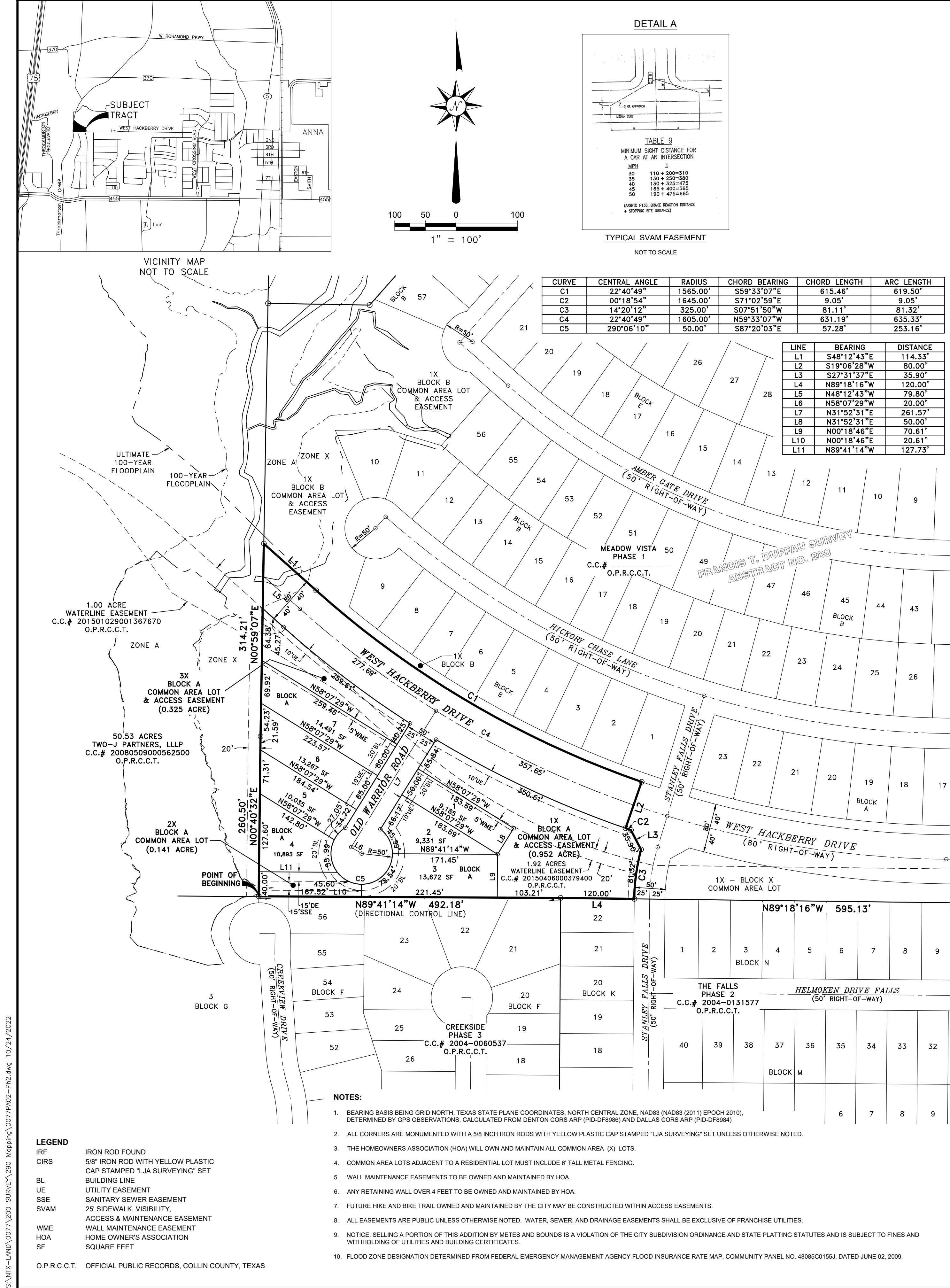
APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA

A
FINAL PLAT
OF
MEADOW VISTA
PHASE 2
OF
LOTS 1-7 & 1X-3X, BLOCK A
SITUATED IN
THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA, E.T.J., COLLIN COUNTY, TEXAS
4.974 ACRES
7 RESIDENTIAL LOTS &
3 COMMON AREA LOTS
ZONED PD ORD. NO. 839-2019

T.B.P.E.L.S. Firm No. 10194382

Date: OCTOBER 2022 JOB NO. 0077

SHEET 1 OF 1





Item No. 6.h.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Pitts Addition, Block A, Lots 1 & 2, Final Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Two vacant lots on 7.4± acres located on the east side of County Road 480, 75± feet north of Farm-to-Market Road 2862. Zoned: Extraterritorial Jurisdiction (ETJ).

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

ISSUES:

The applicant is requesting a waiver from adopted city standards located within both the Subdivision Regulations and Design Standards.

1. Maximum length of cul-de-sac streets. A cul-de-sac street shall not be longer than 600 feet, and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 100 feet. The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerpoint of the cul-de-sac bulb.

Attached (Exhibit B) is the applicants justification letter dated October 19, 2022 associated with the waiver request.

FINDINGS:

Where the city council finds that undue hardships will result from strict compliance with a certain provision(s) of the subdivision regulations and design regulations, or where the purposes of the regulations may be served to a greater extent by an alternative proposal, the city council may approve a waiver/suspension from any portion of the regulations so that substantial justice may be done and the public interest is secured, provided that the waiver/suspension shall not have the effect of nullifying the intent and purpose of the regulations, and further provided that the city council shall not approve a waiver/suspension unless it makes findings based upon the evidence presented to it in each specific case that:

(A) Granting the waiver/suspension will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver/suspension will not prevent the orderly subdivision of other property in

the vicinity;

- *The request is not detrimental to public health, safety, or welfare and does not prevent orderly subdivision of the surrounding properties. The property owner is proposing to dedicate a 30-foot right-of-way with a required turnaround bulb.*

(B) The conditions upon which the request for a waiver/suspension is based are unique to the property for which the waiver/suspension is sought, and are not applicable generally to other property;

- *The existing 30-foot right-of-way easement from County Road 480 stops at 376 feet at the Lot 2 boundary line. In order to provide the required right-of-way dedication to Lot 1, and still adhere to the one buildable acre county requirement, the proposed right-of-way dedication will exceed the 600-foot maximum length.*

(C) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;

- *Due to the location of the property and city and county requirements, the proposed right-of-way will exceed the allowed 600-foot maximum length by approximately 185 feet. The 30-foot right-of-way dedication and turnaround bulb will serve both lots as access to and from County Road 480.*

(D) The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city; and

- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The demand for subdividing larger tracts of land located within the Extraterritorial Jurisdiction (ETJ) are becoming increasingly popular. Properties located within the area are required by the county to have at least one buildable acre. In order to subdivide the

property into two parcels with the required acreage, additionally provide the city's required right-of-way dedication, the property owner provided a design that best serves both entities as well as future owners.

The owner has provided staff with a right-of-way and lot layout that provides the necessary means for access to both lots and a turnaround bulb for public safety. Because of this reason, staff is amenable to the variance request. Upon approval of the waiver, the Final Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Pitts Addition, Block A, Lots 1 & 2 Locator Map
2. RESOLUTION - (FP) Pitts Addition Block A, Lots 1 & 2
3. Exhibit A (STAMPED) - Pitts Addition FP
4. Exhibit B - Signed Variance Request Letter (Pitts Addition)

Final Plat - Pitts Addition, Block A, Lots 1 & 2

FM 2862

COUNTY ROAD 480

THE CITY OF
Anna

N

 Subject
Property

 City Limits
 ETJ

0 150 300 600
Feet

October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING PITTS ADDITION, BLOCK A, LOTS 1 & 2, FINAL PLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Gregory C. & Judy K. Pitts have submitted an application for the approval of the Pitts Addition, Block A, Lots 1 & 2, Final Plat; and

WHEREAS, The Applicant requests a waiver from the following regulation located within the Subdivision Regulations and Design Standards of the City of Anna;

- Maximum length of cul-de-sac streets; and

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. Conditional waiver of maximum length of cul-de-sac streets.

(a) In granting the waiver as described, the City Council has examined the relevant evidence and finds that:

1. Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
 - *The request is not detrimental to public health, safety, or welfare and does not prevent orderly subdivision of the surrounding properties. The property owner is proposing to dedicate a 30-foot right-of-way with a required turnaround bulb.*
2. The conditions upon which the request for a waivers/suspensions are based is unique to the Property and are not applicable generally to other property;

- *The existing 30-foot right-of-way easement from County Road 480 stops at 376 feet at the Lot 2 boundary line. In order to provide the required right-of-way dedication to Lot 1, and still adhere to the one buildable acre county requirement, the proposed right-of-way dedication will exceed the 600-foot maximum length.*
3. Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;
- *Due to the location of the property and city and county requirements, the proposed right-of-way will exceed the allowed 600-foot maximum length by approximately 185 feet. The 30-foot right-of-way dedication and turnaround bulb will serve both lots as access to and from County Road 480.*
4. The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city;
- *The waiver request is specific to three standards contained within the Subdivision Ordinance and Design Standards.*
5. An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein.
- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

Section 4. Approval of Final Plat.

The City Council hereby approves the Pitts Addition, Block A, Lots 1 & 2, Final Plat attached hereto as Exhibit A.

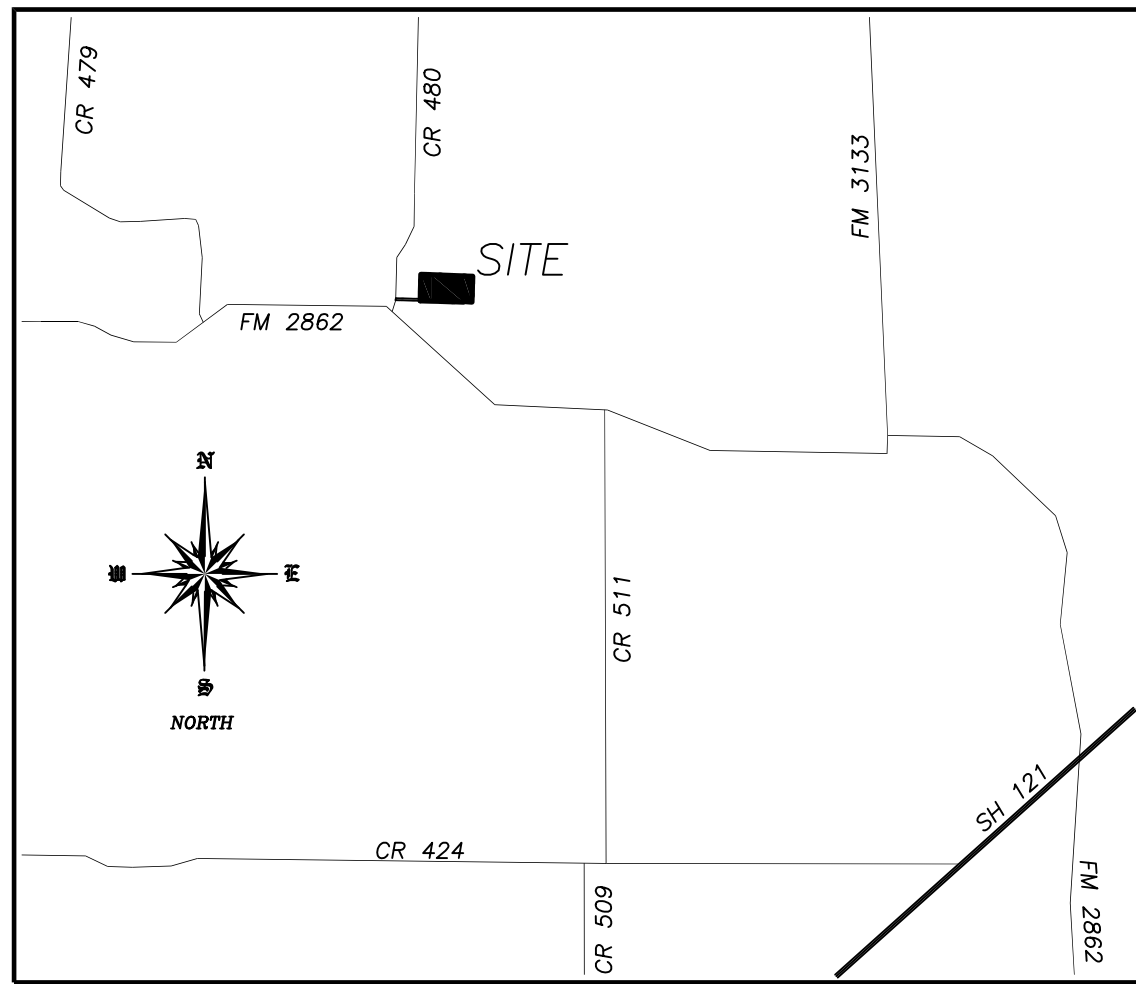
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

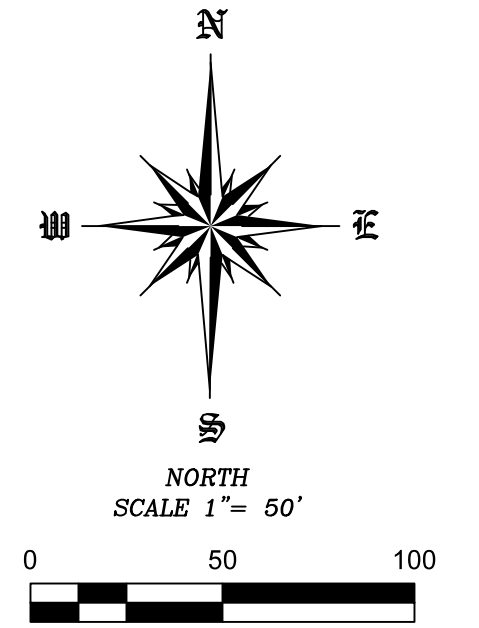
Mayor, Nate Pike



LOCATION MAP
NTS

LINE	BEARING	DISTANCE
L1	N 86°02'34" W	131.33'
L2	S 05°41'31" W	9.88'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	183°49'21"	50.00'	160.42'	S 03°27'15" W	99.94'
C2	93°49'21"	25.00'	40.94'	S 48°27'15" W	36.51'



- LEGEND
- C.M. = CONTROLLING MONUMENT
 - CHRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
 - IRF = IRON ROD FOUND
 - CMP = CORRUGATED METAL PIPE
 - = POWER POLE
 - = GUYWIRE
 - = UG CABLE SIGN
 - = GAS METER
 - = WATER METER
 - = WATER VALVE
 - = FIRE HYDRANT

CALLLED 360.477 ACRES
COLLIN COUNTY
VOLUME 5063, PAGE 4221
L.R.C.C.T.

CALLLED 49 ACRES
ELM GROVE CEMETERY ASSOCIATION
VOLUME 353, PAGE 141

GRAPHIC LOCATION OF ZONE A
FEDERAL EMERGENCY MANAGEMENT AGENCY
LETTER OF MAP REVISION
DETERMINATION DOCUMENT
EFFECTIVE DATE, JUNE 17, 2016
CASE NO. 16-060644P

EXHIBIT A

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 7, 2022
P&Z COMMISSION
CITY OF ANNA

SHEET 1 OF 2
FINAL PLAT
PITTS ADDITION
BLOCK A, LOTS 1 AND 2
BEING 7.385 ACRES OUT OF THE
JOHN ROWLAND SURVEY, ABSTRACT NO. 784
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
GREGORY C. & JUDY K. PITTS
13524 COUNTY ROAD 480
ANNA, TEXAS 75409

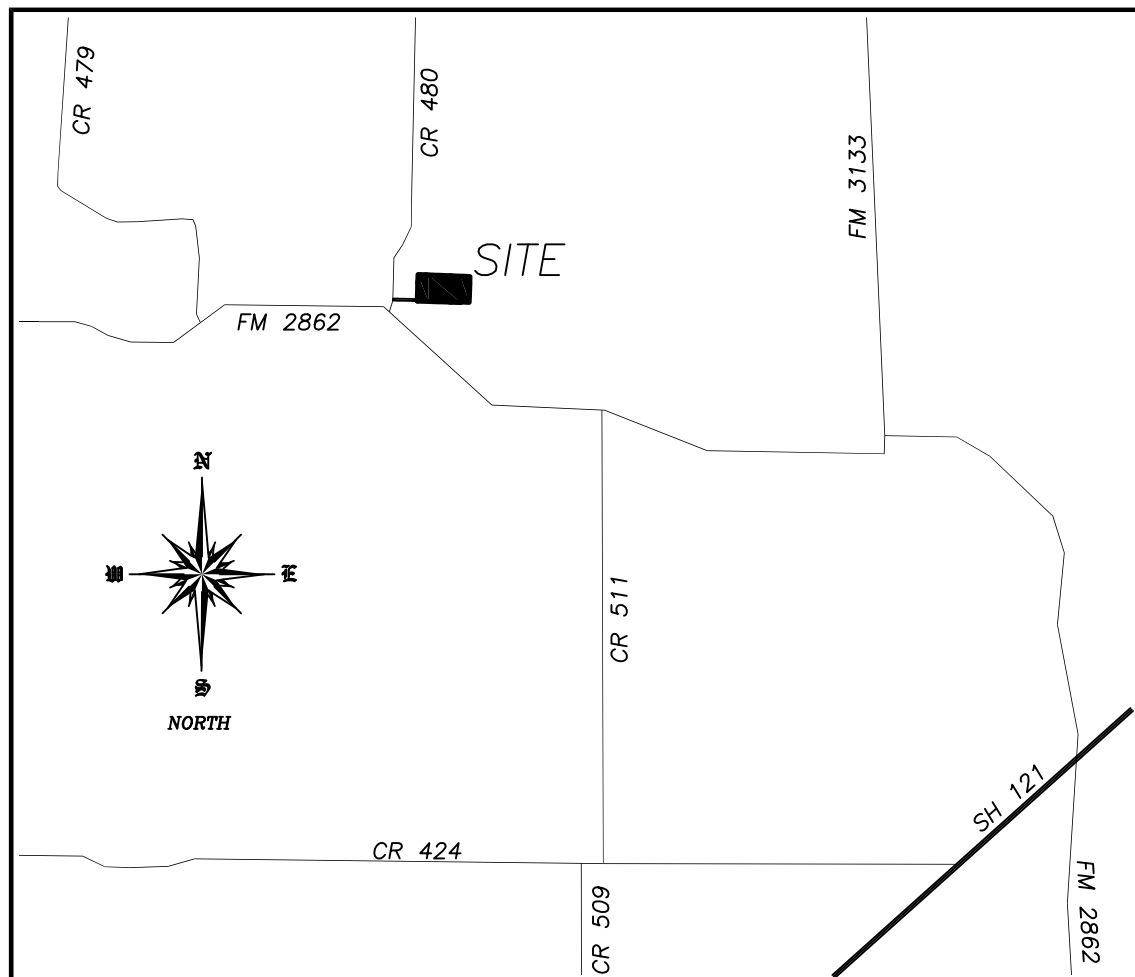
SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10089500

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, Gregory C. Pitts and Judy K. Pitts, are the owners of a tract of land situated in the John Rowland Survey, Abstract No. 784, in the City of Anna ETJ, Collin County, Texas, and also being all of a called 7.380 acre tract of land as conveyed to Gregory C. Pitts and Judy K. Pitts in Volume 6046, Page 2556 of the Land Records of Collin County, Texas and being more particularly described in metes and bounds as follows;
BEGINNING at 1/2" iron rod found for corner at the southwest corner of said 7.38 acre tract, said iron rod also being the southeast corners of a called 0.26 acres tract conveyed to Gregory C. Pitts and Judy K. Pitts in Volume 6046, Page 2556 of the Land Records of Collin County, Texas, said iron rod also being in the north line of a called 7.680 acre tract conveyed to Daniel & Dalcy Mangum as recorded in County Clerks No. 20181205001483350 of the Land Records of Collin County, Texas;
THENCE N 01°32'35" E a distance of 408.46' to a wood fence post found for corner;
THENCE S 87°42'14" E a distance of 799.78' to a capped 1/2" iron rod found for corner;
THENCE S 01°51'45" W a distance of 395.75' to a wood fence post found for corner;
THENCE N 86°02'34" W a distance of 131.33' to a point in Elm Grove Creek;
THENCE S 05°41'31" W with the center line of Elm Grove Creek a distance of 9.88' to a point for corner;
THENCE N 88°08'51" W a distance of 496.64' to a capped 1/2" iron rod found for corner;
THENCE N 88°39'01" W a distance of 168.95' to the POINT OF BEGINNING and containing 321,690 Square Feet or 7.385 Acres of land.

NOTES:

1. The original copy will have original signatures, stamp seal and an impression seal.
2. Copyright 2022, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The basis of bearings, horizontal and vertical position are derived from a RIK network provided by Allterra Central, Inc.
6. Selling any 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.



LOCATION MAP
NTS

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Gregory C. Pitts and Judy K. Pitts, does hereby adopt this plat designating the hereinabove described property as **PITTS ADDITION, BLOCK A, LOTS 1 AND 2**, 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.

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

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

GREGORY C. PITTS— OWNER JUDY K. PITTS — OWNER

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 GREGORY C. PITTS, 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, Texas

My Commission Expires: _____

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 JUDY K. PITTS, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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, Texas

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

David J. Surdukan
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, 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: _____

APPROVED THIS DAY _____ OF _____, 2022
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

COLLIN COUNTY NOTES:

All lots must utilize alternative type On-Site Sewage Facilities.

Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

EXHIBIT A

SHEET 2 OF 2
FINAL PLAT
PITTS ADDITION
BLOCK A, LOTS 1 AND 2
BEING 7.385 ACRES OUT OF THE
JOHN ROWLAND SURVEY, ABSTRACT NO. 784
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
GREGORY C. & JUDY K. PITTS
13524 COUNTY ROAD 480
ANNA, TEXAS 75409

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

October 19, 2022

**Planning & Zoning Commission and Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409**

Re: Pitts Addition, Block A, Lots 1&2 Final plat

Council Members:

We have submitted a final plat for consideration by the City Council at an upcoming meeting. We respectfully request that this final plat be approved with a waiver to the following requirement:

Section 9.02.081(p) Maximum length of cul-de-sac streets. A cul-de-sac street shall not be longer than 600 feet, and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 100 feet. The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the center point of the cul-de-sac bulb.

This waiver is requested based on the following:

- A. The property is landlocked. Provided this design of right of way will help create the adequate access needed for lot 1 and adjacent property.**

We appreciate your consideration of this waiver request and approval of the final plat.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Pitts", written in a cursive style.

**Mr. Greg Pitts
903-821-5836**



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, and Block C, Lot 1X, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Two public parks, an access & drainage lot, and right-of-way dedication on 26.8± acres located at the northwest and southwest corners of future Rosamond Parkway and future Ferguson Parkway. Zoned: Planned Development (Ord. No. 881-2020).

The purpose for the Final Plat is to dedicate lot and block boundaries, and easements necessary for the establishment of park land, rights-of-way, and access.

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

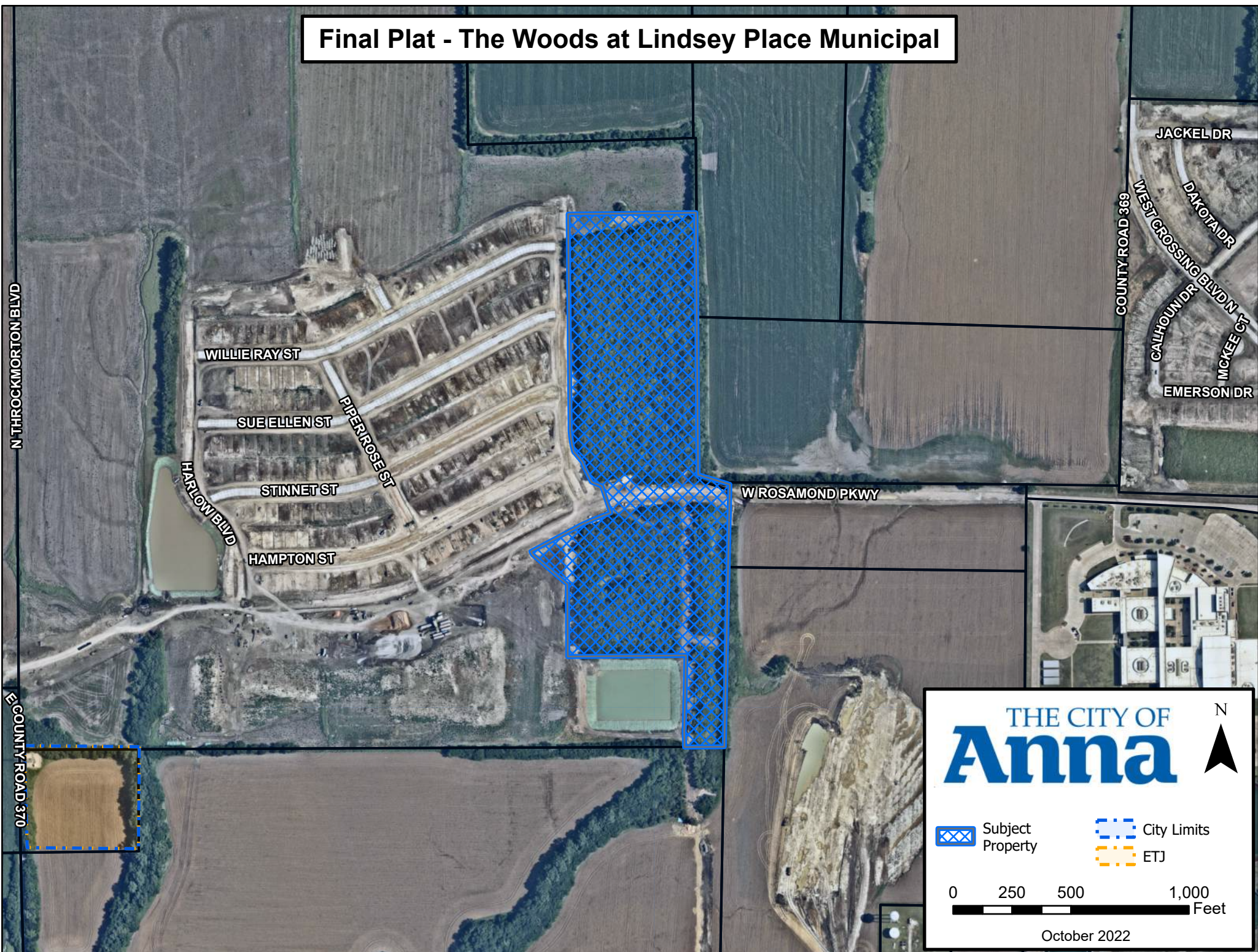
1. The Woods at Lindsey Place Municipal Locator Map
2. RESOLUTION - (FP) THE WOODS AT LINDSEY PLACE MUNICIPAL, BLOCK A, LOT 1, BLOCK B, LOT 1, AND BLOCK C, LOT 1X
3. Exhibit A (stamped) - FP (The Woods at Lindsey Place Municipal)

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Final Plat - The Woods at Lindsey Place Municipal

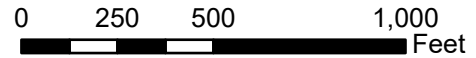


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODS AT LINDSEY PLACE MUNICIPAL, BLOCK A, LOT 1, BLOCK B, LOT 1, AND BLOCK C, LOT 1X, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, David Booth, DR Horton – SFW East Division has submitted an application for the approval of The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, and Block C, Lot 1X, Final Plat;

WHEREAS, The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, and Block C, Lot 1X, Final Plat conforms to the existing zoning;

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 Final Plat

The City Council hereby approves The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, and Block C, Lot 1X, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

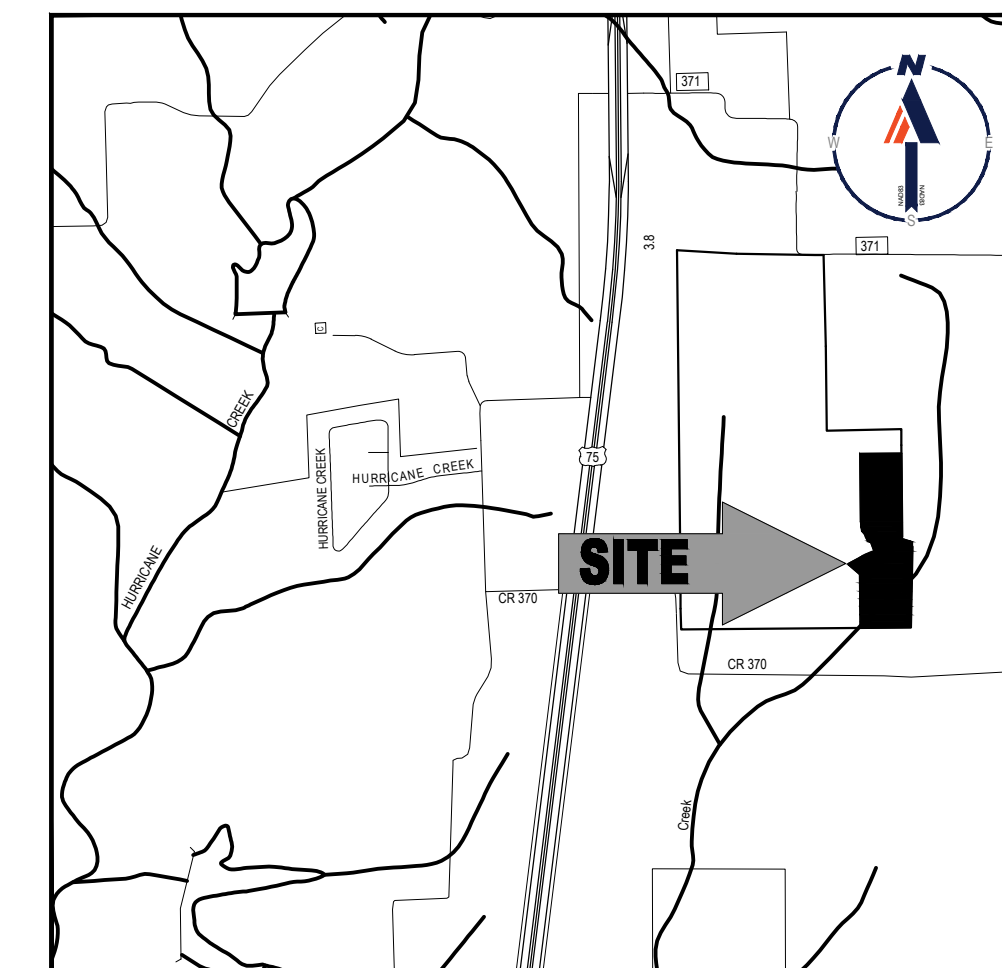
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



GENERAL NOTES:

1. All corners are one-half inch iron rods with yellow cap stamp "Bohrer 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 AITerra RTNket Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Elevations, if shown, are derived from North American Vertical Datum (NAVD) 88 using GEOID12A.
4. According to Community Panel No. 480850155J 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 therein 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. Lot 1X, Block C to be maintained by The Woods at Lindsey Place HOA.

LINE TABLE			CURVE TABLE						
NO.	BEARING	LENGTH	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
L1	N27°45'46"W	15.00'	C1	60.96'	002°46'20"	1260.00'		N00°08'48"W	60.96'
L2	N19°00'05"W	120.00'	C2	174.31'	008°45'39"	1140.00'	87.33'	N66°37'04"E	174.14'
L3	N68°02'34"W	44.84'	C3	38.49'	004°50'49"	455.00'	19.26'	N23°58'42"E	38.48'
L4	N26°24'07"W	56.71'	C4	121.05'	016°06'40"	430.50'	60.93'	N09°49'00"W	120.66'
L5	N39°17'34"W	55.75'	C5	59.12'	002°49'22"	1200.00'	29.57'	S00°10'19"E	59.12'
L6	S72°46'12"E	140.70'	C6	41.59'	001°59'08"	1200.00'	20.79'	N00°14'48"E	41.58'
L7	S89°09'51"W	116.26'	C7	415.43'	019°50'08"	1200.00'	209.82'	S80°54'58"W	413.36'
L8	N69°12'34"W	37.25'	C8	57.28'	002°52'44"	1140.00'	28.65'	S00°11'59"E	57.27'
L9	S40°52'38"W	41.80'	C9	43.66'	001°59'08"	1260.00'	21.83'	N00°14'48"E	43.66'
L10	N00°44'46"W	445.25'	C10	39.51'	001°59'08"	1140.00'	19.76'	N00°14'48"E	39.50'
L11	N01°14'22"E	478.02'	C11	293.24'	014°44'17"	1140.00'	147.43'	S78°22'02"W	292.43'
L12	N01°14'22"E	150.15'	C12	106.03'	045°00'00"	135.00'	55.92'	N23°01'12"W	103.32'
L13	N00°44'46"W	446.33'	C13	119.02'	014°19'50"	165.00'	62.23'	N21°11'07"W	116.46'
L14	S47°07'40"E	41.39'	C14	331.48'	015°04'23"	1260.00'	166.70'	S78°32'05"W	330.52'
L15	N43°00'14"E	43.34'							
L17	N45°31'12"W	19.10'							

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-1	328,546	7.542
B-1	534,846	12.278
C-1X	56,478	1.297

APPROVED
November 7, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
November 8, 2022
CITY COUNCIL
CITY OF ANNA

Exhibit A
Page 1 of 2

FINAL PLAT

THE WOODS AT LINDSEY PLACE
MUNICIPAL
BLOCK A, LOT 1 & BLOCK B, LOT 1,
BLOCK C, LOT 1X
26.838 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//

SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGEMENT
PERMITTING SERVICES

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	09/27/22	JG	BL	BL	1" = 100'	1 OF 2

DEVELOPER:
DR HORTON -DFW EAST DIVISION
4306 MILLER ROAD
ROWLETT, TX 75088
PHONE:(214) 607-4244
CONTACT: DAVID BOOTH

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

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

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
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. IT 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:

BEGINNING 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 an iron rod set for corner;

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

North 27 degrees 45 minutes 46 seconds West, a distance of 15.00 feet to an iron rod set for corner at the beginning of a non-tangent curve to right;

North 62 degrees 14 minutes 14 seconds East, a distance of 202.70 feet to the beginning of a non-tangent curve to the right;

In a northeasterly direction a distance of 174.31 feet, having a central angle of 08 degrees. 45 minutes 39 seconds, a radius of 1,140.00 feet, a tangent length of 87.33 feet and a chord bearing of North 66 degrees 37 minutes 04 seconds East a distance of 174.14 feet an iron rod set for corner;

North 19 degrees 00 minutes 05 seconds West, a distance of 120.00 feet to an iron rod set for corner;

North 68 degrees 02 minutes 34 seconds West, a distance of 44.84 feet to an iron rod set for corner;

North 26 degrees 24 minutes 07 seconds West, a distance of 56.71 feet to an iron rod set for corner at the beginning of a non-tangent curve to the right;

In a northwesterly 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 North 23 degrees 58 minutes 42 seconds West, a distance of 38.48 to an iron rod set for corner;

North 39 degrees 17 minutes 34 seconds West, a distance of 55.75 feet an iron rod set for corner at the beginning of a non-tangent curve to the right;

In a northerly direction a distance of 121.05 feet, 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 North 07 degrees 49 minutes 00 seconds West, a distance of 120.66 feet to an iron rod set for corner;

North 00 degrees 31 minutes 12 seconds West, a distance of 889.34 feet an iron rod set for corner;

North 89 degrees 28 minutes 48 seconds East, a distance of 541.52 feet an iron rod set for corner;

THENCE along the east line of said 159.819 acre tract of land, the following courses and distances:

South 00 degrees 31 minutes 53 seconds East, passing at a distance of 425.04 feet a one-half inch iron rod with cap stamped "3700" found at the most southerly southwest corner of said 95.468 acre tract of land, continuing in all a distance of 1,111.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 72 degrees 46 minutes 12 seconds East, a distance of 140.70 feet to a one-half inch iron rod with yellow cap that is illegible found at the northwest corner of a called 59.534 acre tract of land described Warranty Deed to Jonic Investments, LLC, recorded in Instrument No. 20150605000666010, O.P.R.C.C.T.;

South 01 degrees 14 minutes 22 seconds West, a distance of 1,112.98 feet to the POINT OF BEGINNING, containing 1,361,498 square feet or 31.256 acres, more or less.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT D.R. HORTON-TEXAS, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as, THE WOODS AT LINDSEY PLACE - MUNICIPAL, BLOCK A, LOT 1, BLOCK B, LOT 1, BLOCK C, LOT 1X, 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: D.R. HORTON -TEXAS, 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.

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
MUNICIPAL
BLOCK A, LOT 1 & BLOCK B, LOT 1,
BLOCK C, LOT 1X
26.838 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

Exhibit A
Page 1 of 2

Approved this ____ day of _____, 20__, by
the City Council of the City of Anna, Texas.

Mayor

City secretary

	BOHLER 						2600 NETWORK BLVD., SUITE 310 FRISCO, TEXAS 75034 469-458-7300 www.bohlerengineering.com TYPE No. 16055 TBPELS No. 10194413			
	SITE CIVIL AND CONSULTING ENGINEERING LAND SURVEYING SUSTAINABLE DESIGN						PROGRAM MANAGEMENT PERMITTING SERVICES		LANDSCAPE ARCHITECTURE TRANSPORTATION SERVICES	
	FILE NO. TSD202021	DATE 09/27/22	DRAWN JG	REVIEWED BL	APPROVED BL	SCALE N/A	DWG. NO. 2 OF 2			
DEVELOPER: D.R. HORTON - CIVIL EAST DIVISION 4306 MILLER ROAD ROWLETT, TX 75088 PHONE: (214) 607-4244 CONTACT: DAVID BOOTH										
OWNER: LHJH PROPERTIES, LTD. 16010 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.										



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Town Center Addition, Block A, Lots 6R & 12, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Restaurant and vacant commercial lot on 35.8± acres located on the east side of U.S. Highway 75, 1,680± feet north of W. White Street. Zoned: Planned Development (Ord. No. 648-2014).

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 on Lot 6R.

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 RECOMMENDATION:

The Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department. .

ATTACHMENTS:

1. Anna Town Center Replat Locator Map
2. RESOLUTION - (R) ANNA TOWN CENTER ADDITION, BLOCK A, LOTS 6r & 12
3. Exhibit A (stamped) - R (Anna Town Center Addn, Bl A, Lts 6R & 12)

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services

Created/Initiated - 11/1/2022
Approved - 11/1/2022

Jim Proce, City Manager

Final Approval - 11/3/2022

Replat - Anna Town Center Addition, Block A, Lots 6R & 12



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER ADDITION, BLOCK A, LOTS 6R & 12, REPLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Brian Bischoff / Chief Partners has submitted an application for the approval of Anna Town Center Addition, Block A, Lots 6R & 12, Replat;

WHEREAS, Anna Town Center Addition, Block A, Lots 6R & 12, Replat conforms to the existing zoning;

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 Final Plat

The City Council hereby approves Anna Town Center Addition, Block A, Lots 6R & 12, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



EXHIBIT A
PAGE 1 OF 2

CALLED 4.068 ACRE
 STATE OF TEXAS
 INST. NO. 20170406000440860
 R.P.R.C.C.T.

CALLED 4.068 ACRE
 STATE OF TEXAS
 INST. NO. 20170406000440860
 R.P.R.C.C.T.

SEE
DETAIL "A"

BLOCK A, LOT 6
ANNA TOWN CENTER
VOL. 2019, PG. 776
P.R.C.C.T.

DETAIL "A"
SCALE 1" = 50'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S82°23'04"E	100.47'
L2	S09°14'10"W	10.00'
L3	N80°45'41"W	36.00'
L4	S80°46'52"E	36.00'
L5	S80°46'51"E	9.88'
L6	N09°13'09"E	148.35'
L7	S80°46'52"E	14.00'
L8	N09°13'08"E	31.85'
L9	N81°30'21"W	29.82'
L10	N09°13'09"E	35.83'

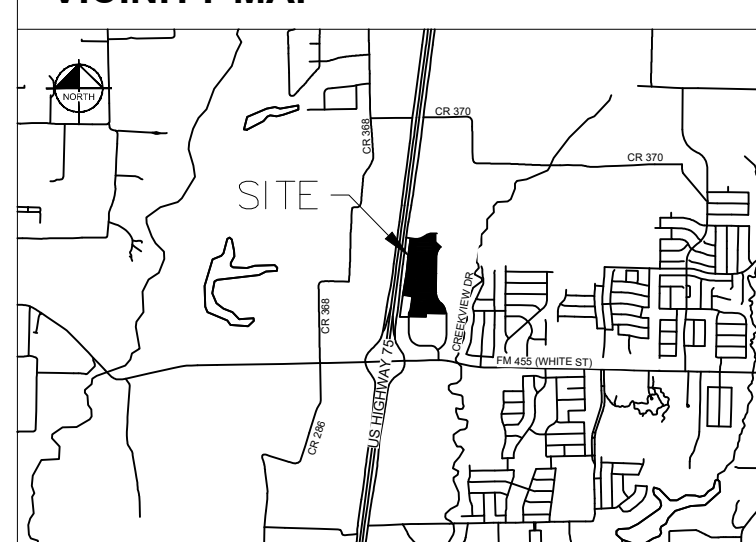
CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	22°22'53"	118.00'	46.09'	N12°59'47"E	45.80'
C2	14°58'05"	118.00'	30.83'	N6°12°11"E	30.74'
C3	44°10°38"	405.00'	312.27'	N75°31°37"E	304.59'
C4	37°12°43"	325.00'	211.08'	N72°02°39"E	207.39'
C5	90°00°08"	30.00'	47.13'	N54°14°14"E	42.43'
C6	89°59°52"	30.00'	47.12'	N35°45°46"W	42.43'

APPROVED
November 7, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
November 8, 2022
CITY COUNCIL
CITY OF ANNA

VICINITY MAP NOT TO SCALE

NOT TO SCALE



LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INS	NOT TO SCALE
INTS	INTEREST NUMBER
F.N.D.	FOUND
B.L.	BUILDING LINE
P.R.C.C.T.	PLAT RECORDS OF COLLING COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLING COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
YS	"Y" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SEWILITY SEWER EASEMENT
S.U.E.	SEWILITY EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.D.E.	FIRE LINE, ACCESS, UTILITY AND DRAINAGE EASEMENT
F.A.E.	FIRE LINE AND ACCESS EASEMENT
L.E.	LANDSCAPE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER EASEMENT

Non-Residential Lot Table

Lot No.	Acreage
6R	33.020
12	2.753
Total	35.773

BENCH MARK LIST

TBM #1: Square with "X" cut on the northeast corner of a headwall at the northeast corner of the intersection of F.M. 455 (White Road) and the northbound frontage road of U.S. Hwy. 75
Elev. = 709.11

TBM #2: Railroad spike on the south side of a power on the east side of the northbound frontage road of U.S. Hwy. 75 approximately 1115 feet north of F.M. 455 (White Road).
Elev. = 726.39

FLOOD STATEMENT:

According to Map No. 498085C1551 dated June 2, 2009, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, a portion of this property is located in Zone A, defined as a Special Flood Hazard Area (SFHA) Subject to Inundation by the 1% Annual Chance Flood with No Base Flood Elevations determined. If this site is within an identified special flood hazard area, this flood statement does not imply that the property and/or the structure thereon will be free from flooding and flood damage. On rare occasions, greater flood heights and wind velocities may 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.

GENERAL NOTES

1. All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
2. 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 0.999856573. Vertical Datum NAVD 88.

ANNA TOWN CENTER ADDITION

BLOCK A, LOTS 6R & 12

REPLAT OF BLOCK A, LOT 6R
ANNA TOWN CENTER ADDITION,
BLOCK A, LOTS 6R, 9, 10 & 11, RECORDED IN
VOLUME 2020, PAGE 822, PLAT RECORDS,
COLLIN COUNTY, TEXAS

35.773 ACRES

OUT OF THE

THOMAS RATTON SURVEY, ABSTRACT NO. 782,
W.S. RATTON SURVEY, ABSTRACT NO. 752
CITY OF ANNA, COLLIN COUNTY, TEXAS
Oct. 2022

Kimley»»Horn

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

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 100'	JMH	KHA	Oct. 2022	064465504	1 OF 2

OWNER:
Q Seminole Anna Town Center, L.P.
8111 Westchester Dr., Suite 800
Dallas, TX 75225
Ph: 214.884.3249
Contact: Brian Bischoff

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

EXHIBIT A
PAGE 2 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Q SEMINOLE ANNA TOWN CENTER, LP is the sole owners of the following described tract of land:

BEING a tract of land situated in the W.S. Ratton Survey, Abstract No. 752, and the Thomas Ratton Survey, Abstract No. 782, City of Anna, Collin County, Texas, and being all of Lot 6R, Block A, Anna Town Center, Block A, Lots 6R, 9, 10 & 11, an addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2020, Page 822, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost southeast corner of said Lot 6R, common to the northwest corner of Lot 1, Block A, Wal-Mart Anna Addition, an addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2017, Page 549, said Plat Records, same being on the westerly right-of-way line of Throckmorton Boulevard (60-foot wide public right-of-way)(Volume 2019, Page 776, said Plat Records);

THENCE along the common line of said Lots 1 and 6R the following courses and distances:

North 89°46'13" West, a distance of 498.17 feet to an "X" cut in concrete found for the northernmost northwest corner of said Lot 1;

South 00°13'47" West, a distance of 86.00 feet to an "X" cut in concrete found for the southernmost southeast corner of said Lot 6R;

North 89°46'13" West, a distance of 452.85 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said Lot 6R, same being on the easterly line of Lot 9, Block A, said Anna Town Center Addition;

THENCE departing the northerly line of said Lot 1 and along the common line of said Lots 6R and 9 the following courses and distances:

North 01°48'20" East, a distance of 53.04 feet to an "X" cut in concrete set at the beginning of a tangent curve to the right with a radius of 118.00 feet, a central angle of 22°22'53", and a chord bearing and distance of North 12°59'47" East, 45.80 feet;

In a northerly direction, with said curve to the right, an arc distance of 46.09 feet to an "X" cut in concrete set for the end of said curve to the right;

North 24°11'13" East, a distance of 41.60 feet to an "X" cut in concrete set at the beginning of a tangent curve to the left with a radius of 118.00 feet, a central angle of 14°58'05", and a chord bearing and distance of North 16°42'11" East, 30.74 feet;

In a northerly direction, with said curve to the left and along the easterly line of Lot 10, Block A, said Anna Town Center Addition, an arc distance of 30.83 feet to an "X" cut in concrete for the end of said curve to the left;

THENCE North 09°13'08" East, along the westerly line of said Lot 6R and along the easterly line of said Lot 10 and Lot 11, Block A, said Anna Town Center Addition, a distance of 359.98 feet to an "X" cut in concrete set for the northeast corner of said Lot 11;

THENCE North 80°45'42" West, continuing along the westerly line of said Lot 6R and along the northerly line of said Lot 11, a distance of 250.79 feet to an "X" cut in concrete set for the northwest corner of said Lot 11, common to the westernmost southwest corner of said Lot 6R, same being on the easterly right-of-way line of U.S. Highway No. 75 (variable width public right-of-way, northbound frontage road at this point);

THENCE along the common line of said Lot 6R and said U.S. Highway No. 75 the following courses and distances:

North 09°13'08" East, a distance of 566.92 feet to an aluminum TxDOT monument found for corner;

North 05°48'36" East, a distance of 500.10 feet to an aluminum TxDOT monument found for corner;

North 07°36'48" East, a distance of 389.39 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said Lot 6R, common to the intersection of the easterly right-of-way line of said U.S. Highway No. 75 and the southerly right-of-way line of Hackberry Drive (80-foot wide public right-of-way)(Volume 2019, Page 776, said Plat Records);

THENCE departing the easterly right-of-way line of said U.S. Highway No. 75 and along the common line of said Lot 6R and said Hackberry Drive the following courses and distances:

South 82°23'04" East, a distance of 100.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 405.00 feet, a central angle of 44°10'38", and a chord bearing and distance of North 75°31'37" East, 304.59 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 312.27 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 325.00 feet, a central angle of 37°12'43", and a chord bearing and distance of North 72°02'39" East, 207.39 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 211.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the end of said curve to the right;

South 89°20'59" East, a distance of 59.55 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northeast corner of said Lot 6R, common to the northwest corner of Lot 7, Block A, said Anna Town Center Addition, Block A, Lots 5-8, an addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2019, Page 776, said Plat Records;

THENCE South 00°39'01" West, departing the southerly right-ofway line of said Hackberry Drive and along the common line of said Lots 6R and 7, a distance of 190.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said Lot 7;

THENCE South 46°07'22" East, continuing along said common line, a distance of 189.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost northeast corner of said Lot 6R, common to the southeast corner of said Lot 7, same being on the westerly right-of-way line of the aforementioned Throckmorton Boulevard, same also being at the beginning of a non-tangent curve to the left with a radius of 395.00 feet, a central angle of 43°17'51", and a chord bearing and distance of South 22°13'43" West, 291.44 feet;

THENCE along the common line of said Lot 6R and said Throckmorton Boulevard the following courses and distances:

In a southerly direction, with said curve to the left, an arc distance of 298.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the end of said curve to the left;

South 00°34'48" West, a distance of 905.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 48°52'40", and a chord bearing and distance of South 23°51'32" East, 326.84 feet;

In a southerly direction, with said curve to the left, an arc distance of 336.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°31'39", and a chord bearing and distance of South 24°02'02" East, 275.33 feet;

In a southerly direction, with said reverse curve to the right, an arc distance of 283.74 feet to the POINT OF BEGINNING and containing 35.773 acres (1,558,263 sq. ft.) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Q SEMINOLE ANNA TOWN CENTER, LP: acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as ANNA TOWN CENTER ADDITION, BLOCK A, LOTS 6R & 12, REPLAT OF BLOCK A, LOT 6R, 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 _____, 20 ____.

Q Seminole Anna Town Center, L.P.

By: _____

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ § §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of Q Seminole Anna Town Center, L.P., 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 _____, 20 ____.

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.

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

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned 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 _____, 20 ____.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

Approved this _____ day of _____, 20 ____.
by the City Council of the City of Anna, Texas.

Mayor

City Secretary

ANNA TOWN CENTER
ADDITION
BLOCK A, LOTS 6R & 12
REPLAT OF BLOCK A, LOT 6R
ANNA TOWN CENTER ADDITION,
BLOCK A, LOTS 6R, 9, 10 & 11, RECORDED IN
VOLUME 2020, PAGE 822, PLAT RECORDS,
COLLIN COUNTY, TEXAS

35.773 ACRES
OUT OF THE
THOMAS RATTON SURVEY, ABSTRACT NO. 782,
W.S. RATTON SURVEY, ABSTRACT NO. 752
CITY OF ANNA, COLLIN COUNTY, TEXAS
Oct. 2022

APPROVED
November 7, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
November 8, 2022
CITY COUNCIL
CITY OF ANNA

Kimley»Horn

6160 Warren Pkwy., 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	JMH	KHA	Oct. 2022	064465504	2 OF 2
OWNER: Q Seminole Anna Town Center, LP 8111 Westchester Dr., Suite 800 Dallas, TX 75225 Ph: 214.884.3249 Contact: Brian Bischoff			APPLICANT: Kimley-Horn and Associates, Inc. 13455 Noel Road, Suite 700 Dallas, TX 75240 Ph: 972.770.1300 Fax: 972.239.3820 Contact: Joe Fraccaro, PE		



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Independent Bank Addition, Block A, Lot 1R, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Vacant commercial building on one lot on 0.9± acre located at the southeast corner of W. Fourth Street and S. Powell Parkway. Zoned: C-1 Restricted Commercial

The purpose of the Replat is to correctly identify the limits of the parcel.

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 RECOMMENDATION:

The Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

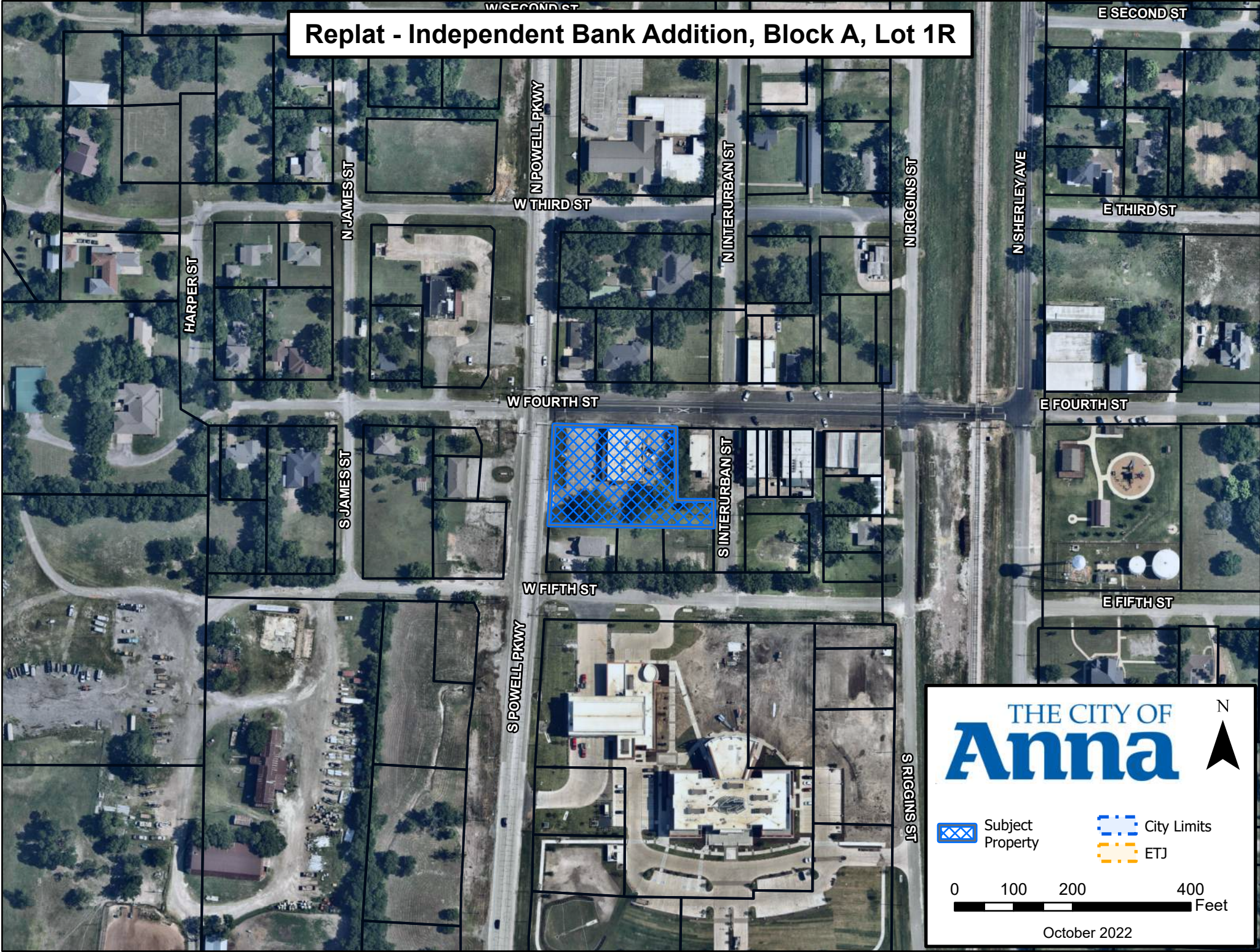
1. Independent Bank Addition, Block A, Lot 1R Locator Map
2. RESOLUTION - (R) INDEPENDENT BANK ADDITION, BLOCK A, LOT 1R
3. Exhibit A (Approved) - R (Independent Bank, Bl A, Lt 1R)

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Replat - Independent Bank Addition, Block A, Lot 1R

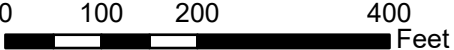


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE INDEPENDENT BANK ADDITION, BLOCK A, LOT 1R, REPLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna Economic Development corporation and Anna Community Development Corporation has submitted an application for the approval of the Independent Bank Addition, Block A, Lot 1R, Replat;

WHEREAS, Independent Bank Addition, Block A, Lot 1R, Replat conforms to the existing zoning;

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 Final Plat

The City Council hereby approves the Independent Bank Addition, Block A, Lot 1R, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, The City of Anna, is the owner of a tract of land, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of Lot 1, INDEPENDENT BANK ADDITION, an addition to the City of Anna, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas (M.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "LTRA" found for the northwesterly corner of said Lot 1, same being at the intersection of the southerly monumented line of 4th Street and the easterly monumented line of Powell Parkway (State Highway No. 5);

THENCE South 89°03'57" East, along the northerly line of said Lot 1, same being the southerly monumented line of 4th Street, a distance of 209.75' to a point for corner, being the most northerly northeast corner of said Lot 1, same being the northwesterly corner of a tract of land, described in deed to Julian M. Smith, Jr. and wife, Patsy L. Smith, as recorded in Volume 1666, Page 375, of the Deed Records, Collin County, Texas (D.R.C.C.T.), from which a 1/2" iron rod found bears, North 17°10'02" East, a distance of 0.34';

THENCE along the common line between said Lot 1 and Smith tract, the following (2) two courses and distances:

1. South 00°53'50" West, a distance of 125.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southwest corner of said Smith tract;

2. South 89°03'57" East, a distance of 42.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southeasterly corner of said Smith tract, same being the most easterly northeast corner of said Lot 1, said corner also being in the westerly monumented line of Interurban Street;

THENCE South 00°53'50" West, along the westerly monumented line of said Interurban Street, same being the most southerly east line of said Lot 1, a distance of 45.24' to a 1/2" iron rod found for the southeasterly corner of said Lot 1, same being the northwesterly corner of Lot 4, of said addition;

THENCE North 89°03'57" West, along the southerly line of said Lot 1, same being the northerly line of Lots 2, 3, and 4, of said addition, a distance of 259.86' to a 1/2" iron rod found for the southwest corner of said Lot 1, same being the northwesterly corner of Lot 2, of said addition, said corner also being in the easterly monumented line of Powell Parkway;

THENCE North 03°37'29" East, along the westerly line of said Lot 1, same being the easterly monumented line of Powell Parkway, a distance of 170.43' to the **POINT OF BEGINNING** and containing 38,298 square feet or 0.879 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, THE CITY OF ANNA, is the owner of the above described property and does hereby adopt this Replat, designating the herein above described property as **INDEPENDENT BANK ADDITION, LOT 1R, BLOCK A**, and does hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths which in any way, endanger or interfere with the construction, maintenance or efficiency of it's respective systems on said easements; and the City of Anna and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Collin County, Texas.

WITNESS MY HAND at Collin County, Texas, this the _____ day of _____, 2022.

CITY OF ANNA

Nate Pike – Mayor

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 Nate Pike – Mayor, 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.

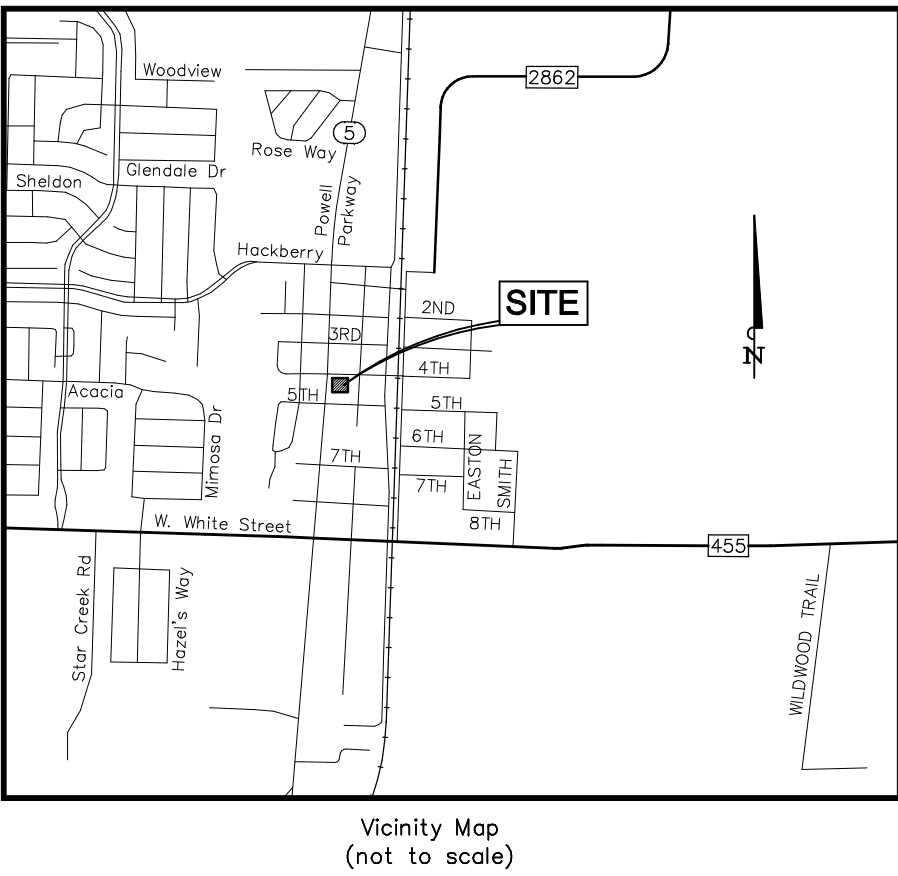
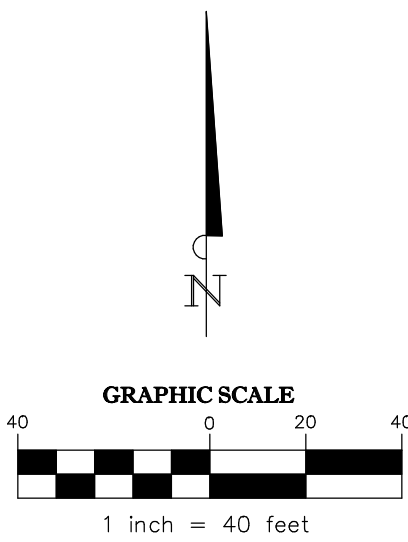
NOTARY PUBLIC in and for the State of Texas

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 Final 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

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

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Reference 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

General Notes:

- According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0160U, 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.
- The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the above described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.
- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. The surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847312, at base point 0,0.
- 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.

DATE: 09/14/2022 SCALE: 1" = 40' DRAWN BY: C.S.H. CHK'D BY: M.B.A. JOB NO.: 2022-0102



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail and restaurant on one lot on 2.2± acres located at the northeast corner of W. White Street and Westfield Drive. Zoned: C-1 Restricted Commercial.

The purpose of the Replat is to dedicate easements necessary for the construction of the multi-tenant building.

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 RECOMMENDATION:

The Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Willow Creek Addition, Phase 1B, Block G, Lot 1R Locator Map
2. RESOLUTION - (R) Willow Creek Addition, Phase 1B, Block G, Lot 1R
3. Exhibit A (Stamped) - R (Willow Creek Addn, Ph 1B, Bl G, Lt 1R)

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Replat - Willow Creek Addition, Phase 1B, Block G, Lot 1R



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R, REPLAT

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Marcus Property Company LLC has submitted an application for the approval of the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Replat; and

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 Revised Site Plan

The City Council hereby approves the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

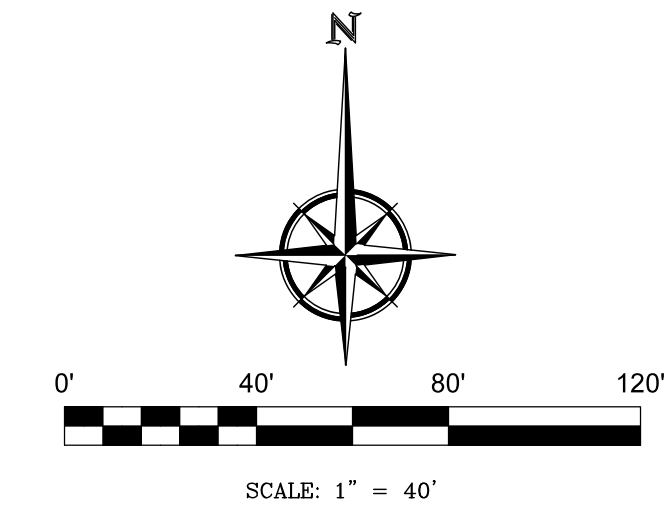
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The basis of bearings shown upon this Plat are derived from GPS observations from the Topcon TopNet Global System Network, Texas State Plane Coordinates, North Central Zone (4702), NAD-83.

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0160J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain.

MONUMENT NOTE:

All lot corner monuments are 1/2 inch diameter rebar, two feet long topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.

PURPOSE STATEMENT:

The purpose of this Replat is to dedicate additional easements for future development of Lot 1R, Block G.

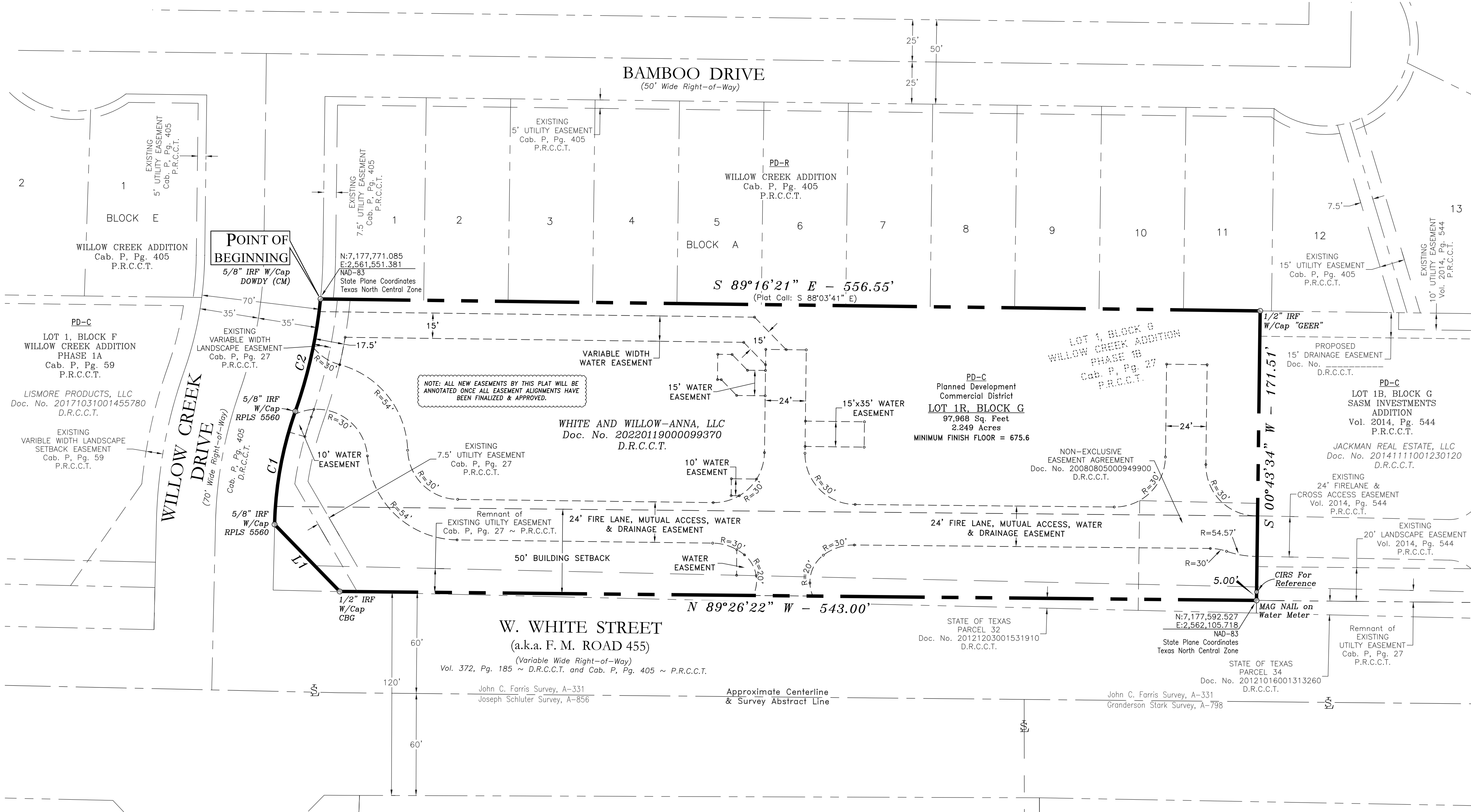
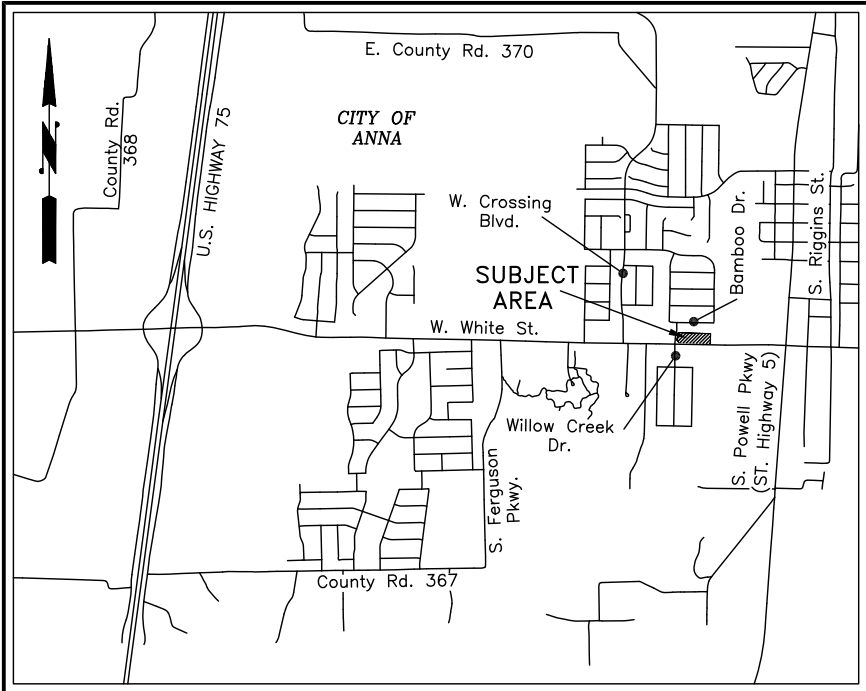
ABBREVIATIONS

Cab. = Cabinet
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
Inst. No. = Instrument Number
D.R.C.C.T. = Deed Records, Collin County, Texas
P.R.C.C.T. = Plat Records, Collin County, Texas
CM = Controlling Monument
IRP = Iron Rod Found
CIRS = 1/2" Iron Set with red cap stamped "RPLS 4701"

LEGEND

BOUNDARY LINE
ADJOINER LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
CENTERLINE OF ROAD

VICINITY MAP Not To Scale



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18°13'00"	215.00'	68.36'	N 10°23'55" E	68.07'
C2	13°44'52"	285.00'	68.38'	N 12°37'59" E	68.22'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°09'17" W	55.37'

SURVEYORS' CERTIFICATE

That I, **Lawrence H. Ringley**, do hereby certify that I have prepared this plat and the field notes shown hereon from an on the ground survey of the land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Anna, Texas.

DATED this _____ day of _____, 2022.

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

OWNER' CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, WHITE AND WILLOW-ANNA, LLC, is the owner of that certain tract of land situated in the City of Anna, in the John C. Farris Survey, Abstract No. 331 of Collin County, Texas and being the remainder of Lot 1, Block G of Willow Creek Addition, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Cabinet P, Page 27, Plat Records, Collin County, Texas (P.R.C.C.T.) and same being described in a general warranty deed to White and Willow-Anna, LLC, recorded in Document No. 20220119000099370, Deed Records, Collin County, Texas (D.R.C.C.T.) and said parcel being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped 'Dowdy', found on the east right-of-way line of Willow Creek Drive (a 70' wide right-of-way) for the northwest corner of the above described Lot 1, Block G and same being the southwest corner of Block A of Willow Creek Addition, an addition to the City of Anna, according to the plat thereof, recorded in Cabinet P, Page 405, P.R.C.C.T.;

THENCE: South 89 deg. 16 min. 21 sec. East, departing from said Willow Creek Drive, along the common line of said Lot 1, Block G and Block A, a distance of 556.55 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'GEER', found for the northeast corner of said Lot 1, Block G and same being the northwest corner of Lot 1B, Block G of SASM Investments Addition, an addition to the City of Anna, according to the plat thereof, recorded in Volume 2014, Page 544, P.R.C.C.T.;

THENCE: South 00 deg. 43 min. 34 sec. West, along the common line of said Lot 1, Block G and SASM Investments Addition, a distance of 171.51 feet to a mag nail found on a water meter box cover, on the north right-of-way line of W. White Street (a.k.a. F.M. Road 455 - variable width right-of-way), for the southeast corner of this tract, from which a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', bears North 00 deg. 43 min. 34 sec. East - 5.00 feet for reference;

THENCE: North 89 deg. 26 min. 22 sec. West, along the current north right-of-way line of W. White Street, a distance of 543.00 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'CBG', found for an angle corner;

THENCE: North 44 deg. 09 min. 17 sec. West, continuing along said right-of-way, a distance of 55.37 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped 'RPLS 5560', found for corner at the intersection of the north right-of-way line of said W. White Street and the east right-of-way line of the above mentioned Willow Creek Drive and said point being on a non-tangent curve to the right, having a radius of 215.00 feet, a central angle of 18°13'00" and a chord that bears North 10 deg. 23 min. 55 sec. East - 68.07 feet;

THENCE: Along the east right-of-way line of said Willow Creek Drive and along said curve to the right, an arc distance of 68.36 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped 'RPLS 5560', found at the point of reverse curve to the left, having a radius of 285.00 feet, a central angle of 13°44'52" and a chord that bears North 12 deg. 37 min. 59 sec. East - 68.22 feet;

THENCE: Continuing along said right-of-way line and with said curve to the left, an arc distance of 68.38 feet to the POINT OF BEGINNING and containing 97,968 square feet or 2.249 acres of land.

DEDICATION

STATE OF TEXAS)
COUNTY OF COLLIN)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WHITE AND WILLOW-ANNA, LLC, does hereby adopt this Replat designating the herein above described property as **WILLOW CREEK ADDITION, PHASE 1B, LOT 1R, BLOCK G**, being a replat of the remainder of Lot 1, Block G, Willow Creek Addition, Phase 1B, Plat Records, Collin County, Texas and described in a deed to White and Willow-Anna, LLC, recorded in Document Number 20220119000099370, of the Deed Records of Collin County, Texas (D.R.C.C.T.), do hereby dedicate to the public use forever, the streets and easements shown hereon for the purpose as indicated. The Firelane, Drainage, Mutual Access, Water and Drainage Easement being hereby dedicated for the mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the City of Anna and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective systems, without the necessity at any time, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS MY HAND IN COLLIN COUNTY, TEXAS, this the _____ day of _____, 2022.

Bruce Marcus
Owner

STATE OF TEXAS)
COUNTY OF DALLAS)

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

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

Notary Public, State of Texas

APPROVED
November 7, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
November 8, 2022
CITY COUNCIL
CITY OF ANNA

Approved this _____ day of _____, 2022.

Mayor, City of Anna, Texas

City Secretary, City of Anna, Texas

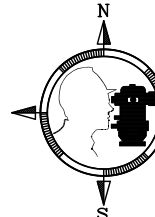
OWNER:

WHITE AND WILLOW-ANNA, LLC
Contact: Bruce Marcus
1717 Pembroke Lane
McKinney, Texas 75072-4796
320-444-7709
b.marcus@terraconstruction.com

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

Date of Preparation: 10/31/2022



RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Reed	01/06/2021	1" = 40'	17003	17003-RP.DWG	1 of 1



Item No. 6.m.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Preliminary Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 11.1± acres located on the north side of E. Finley Boulevard, 515± feet south of Florence Way. Zoned: Planned Development (Ord. No. 983-2022).

The purpose for the Preliminary Replat is to propose lot and block boundaries and easements necessary for the creation of a multiple-family residence development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

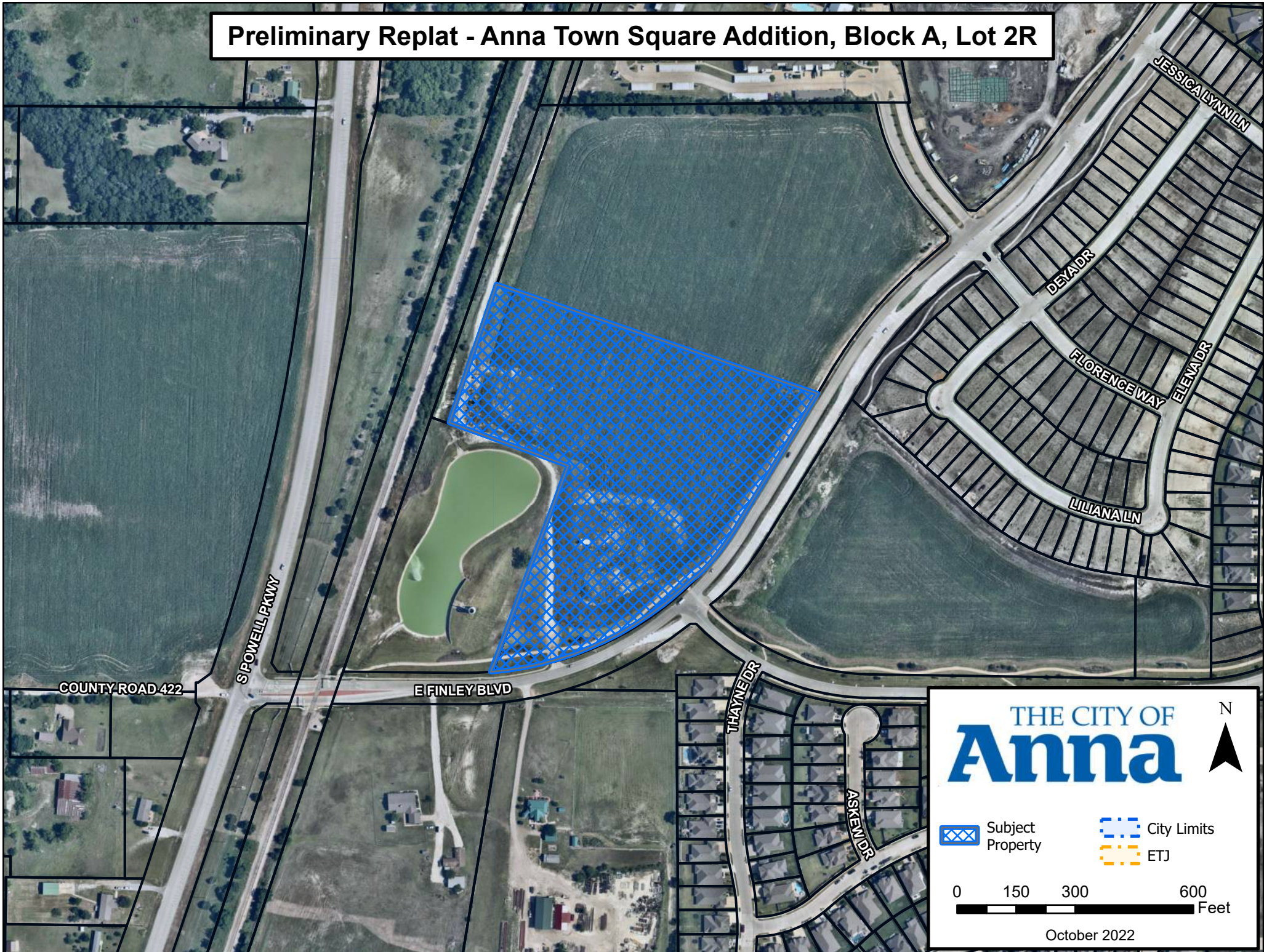
The Preliminary Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Anna Town Square Addition, Block A, Lot 2R Locator Map
2. RESOLUTION - (PR) Anna Town Square Addition, Block A, Lot 2R
3. Exhibit A (STAMPED) - Anna Town Square, Block A, Lot 2R (Preliminary Replat)

Preliminary Replat - Anna Town Square Addition, Block A, Lot 2R



THE CITY OF
Anna

N

 Subject Property

 City Limits
 ETJ

0 150 300 600
Feet

October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN SQUARE ADDITION, BLOCK A, LOT 2R, PRELIMINARY REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Grand at Anna II Owner, LLC has submitted an application for the approval of the Anna Town Square Addition, Block A, Lot 2R, Preliminary Replat; and

WHEREAS, The Preliminary Replat of Anna Town Square Addition, Block A, Lot 2R, conforms to the existing zoning; and

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 Preliminary Replat.

The City Council hereby approves the Anna Town Square Addition, Block A, Lot 2R, Preliminary Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.n.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Blacklock Storage, Block A, Lot 1, Preliminary Plat.
(Director of Development Services Ross Altobelli)

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.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

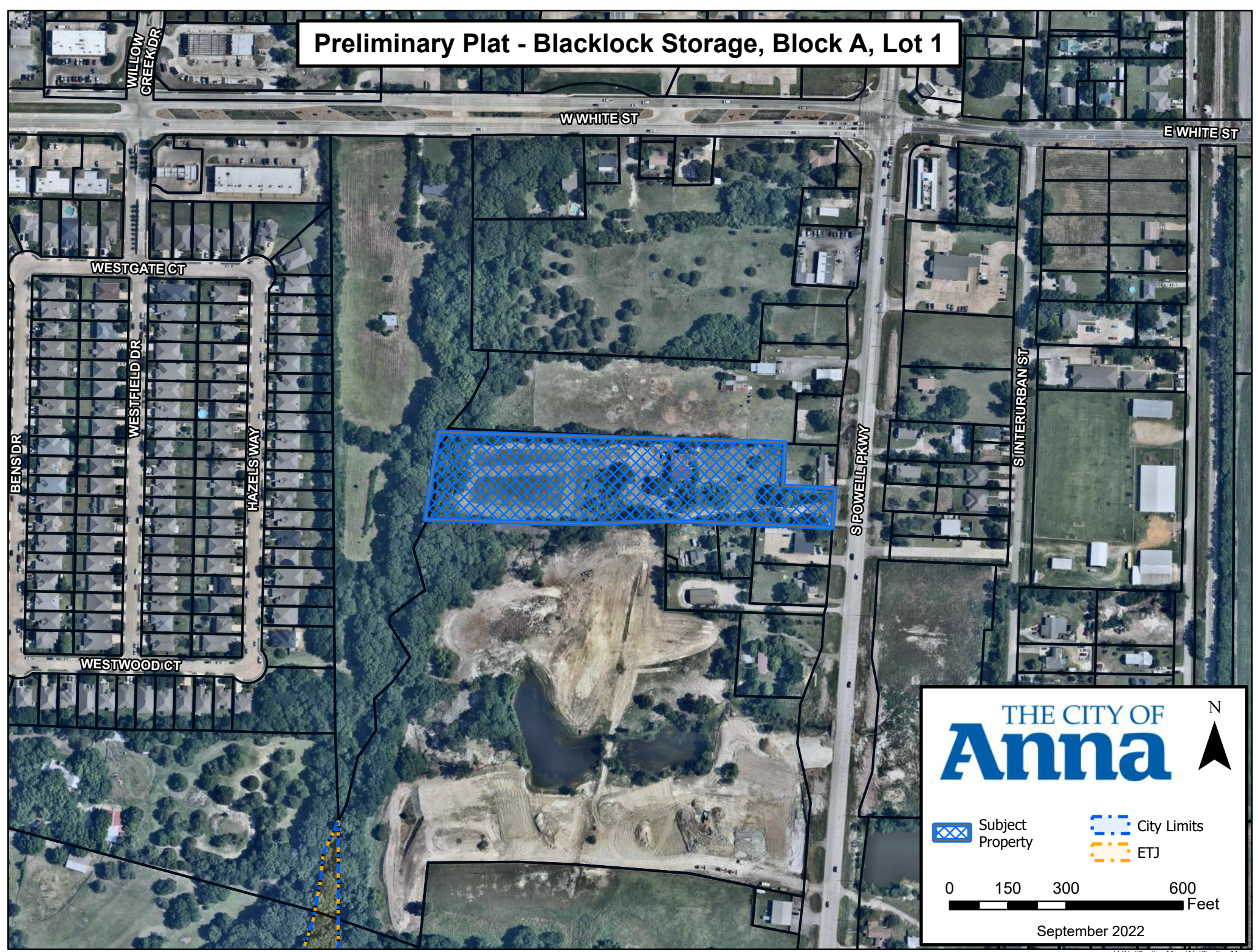
The Preliminary Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Blacklock Storage Locator Map
2. RESOLUTION (PP) Blacklock Storage, Block A, Lot 1
3. Exhibit A (STAMPED) - Blacklock Storage Preliminary Plat

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

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING BLACKLOCK STORAGE, BLOCK A, LOT 1, PRELIMINARY PLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, 926 Powell Anna TX, LLC has submitted an application for approval of the Blacklock Storage, Block A, Lot 1, Preliminary Plat; and

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 Preliminary Plat.

The City Council hereby approves the Blacklock Storage, Block A, Lot 1, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

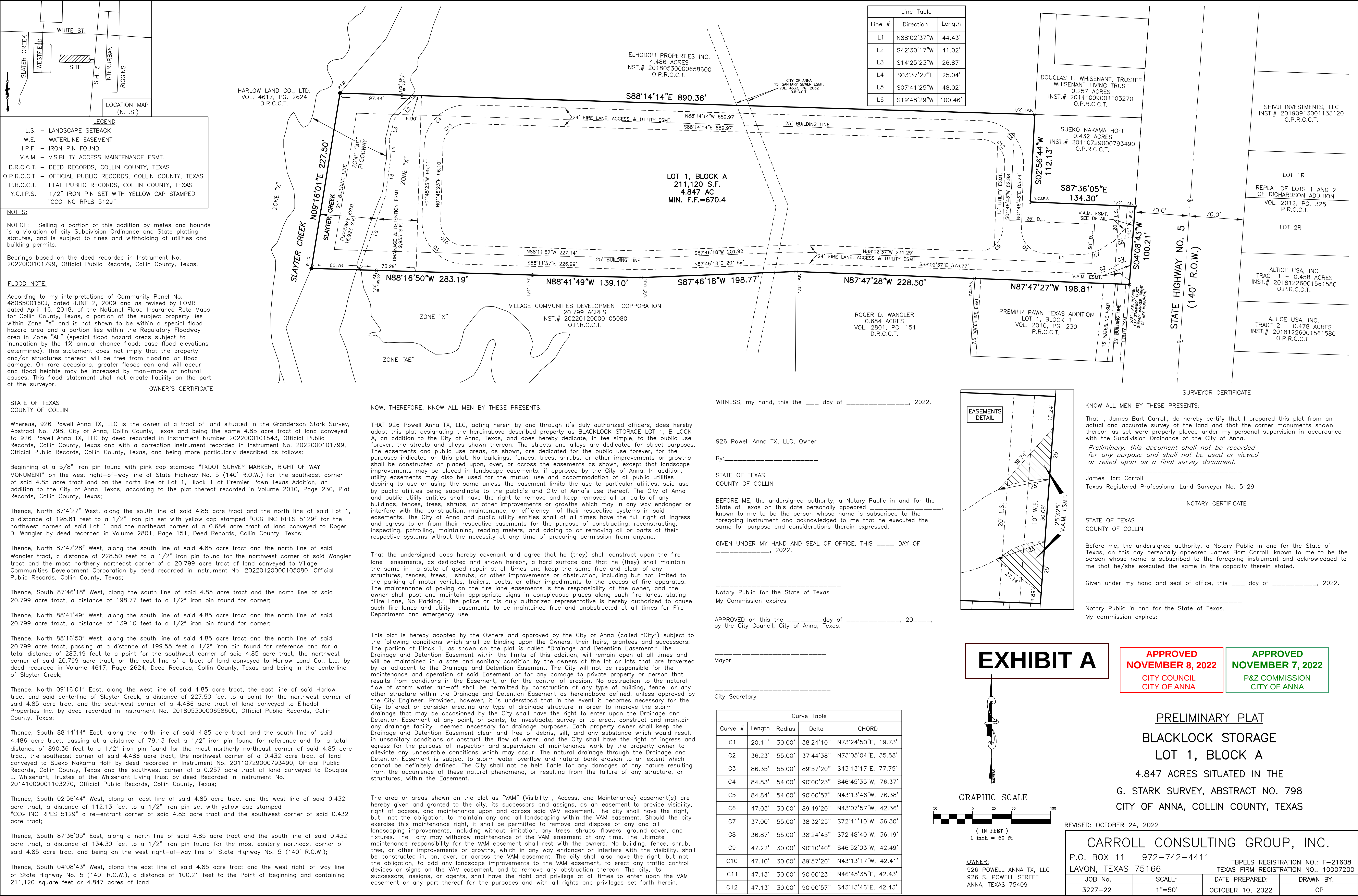
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike





Item No. 6.o.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Prose Foster Crossing, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 15.6± acres located on the north side of E. Foster Crossing, 2,280± feet east of S. Powell Parkway. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Preliminary Plat is to propose right-of-way, lot and block boundaries, and easements necessary for the future construction of the multiple-family residential development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

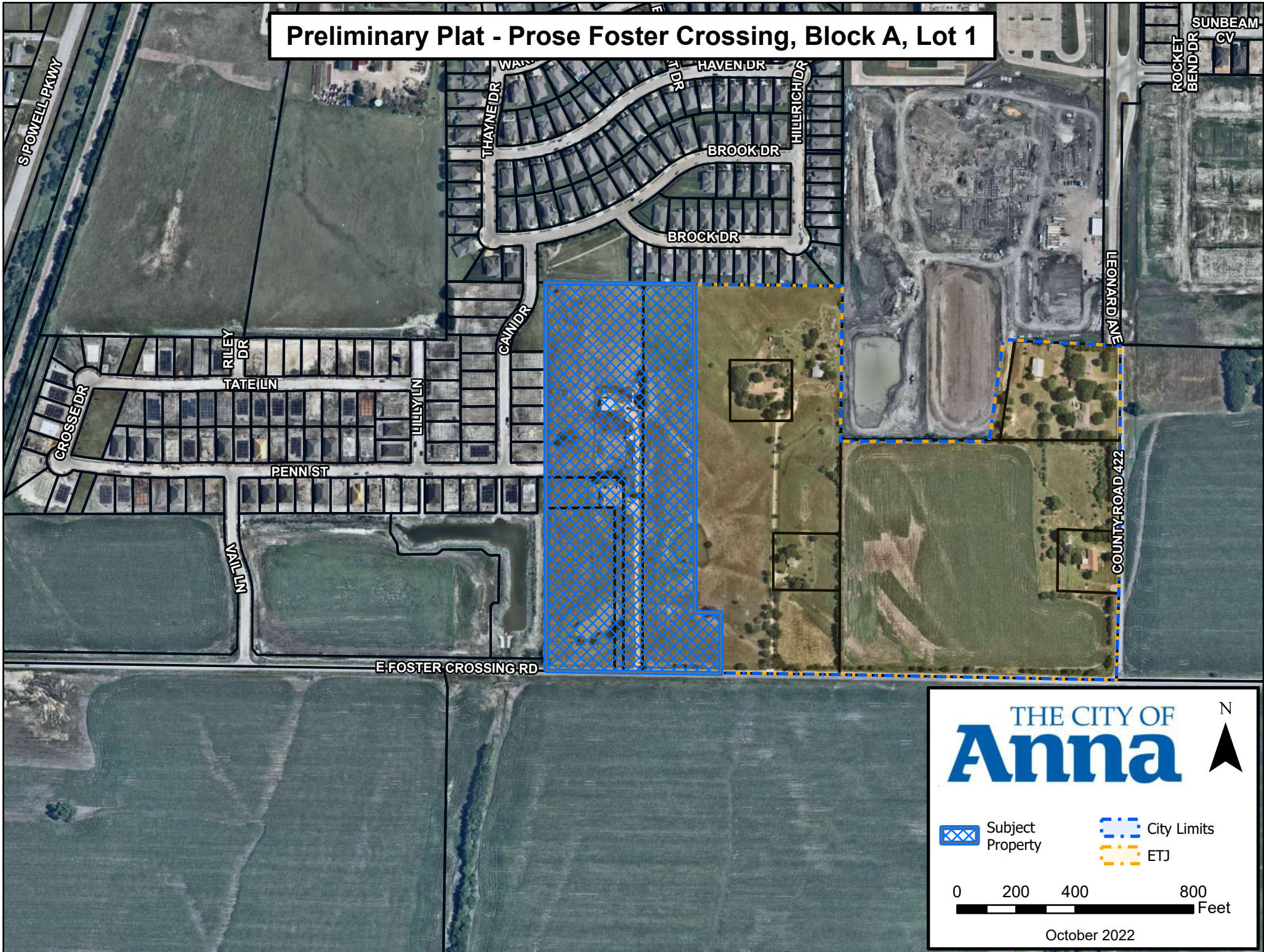
The Preliminary Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Prose Foster Crossing, Block A, Lot 1 Locator Map
2. RESOLUTION (PP) Prose Foster Crossing, Block A, Lot 1
3. Exhibit A (PP) Prose Foster Crossing - stamped

Preliminary Plat - Prose Foster Crossing, Block A, Lot 1



THE CITY OF
Anna

N



 Subject Property

 City Limits

 ETJ

0 200 400 800 Feet

October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING PROSE FOSTER CROSSING, BLOCK A, LOT 1, PRELIMINARY PLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, 615 Foster Crossing Investments LLC has submitted an application for approval of the Prose Foster Crossing, Block A, Lot 1, Preliminary Plat; and

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 Preliminary Plat.

The City Council hereby approves the Prose Foster Crossing, Block A, Lot 1, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

ATTEST:

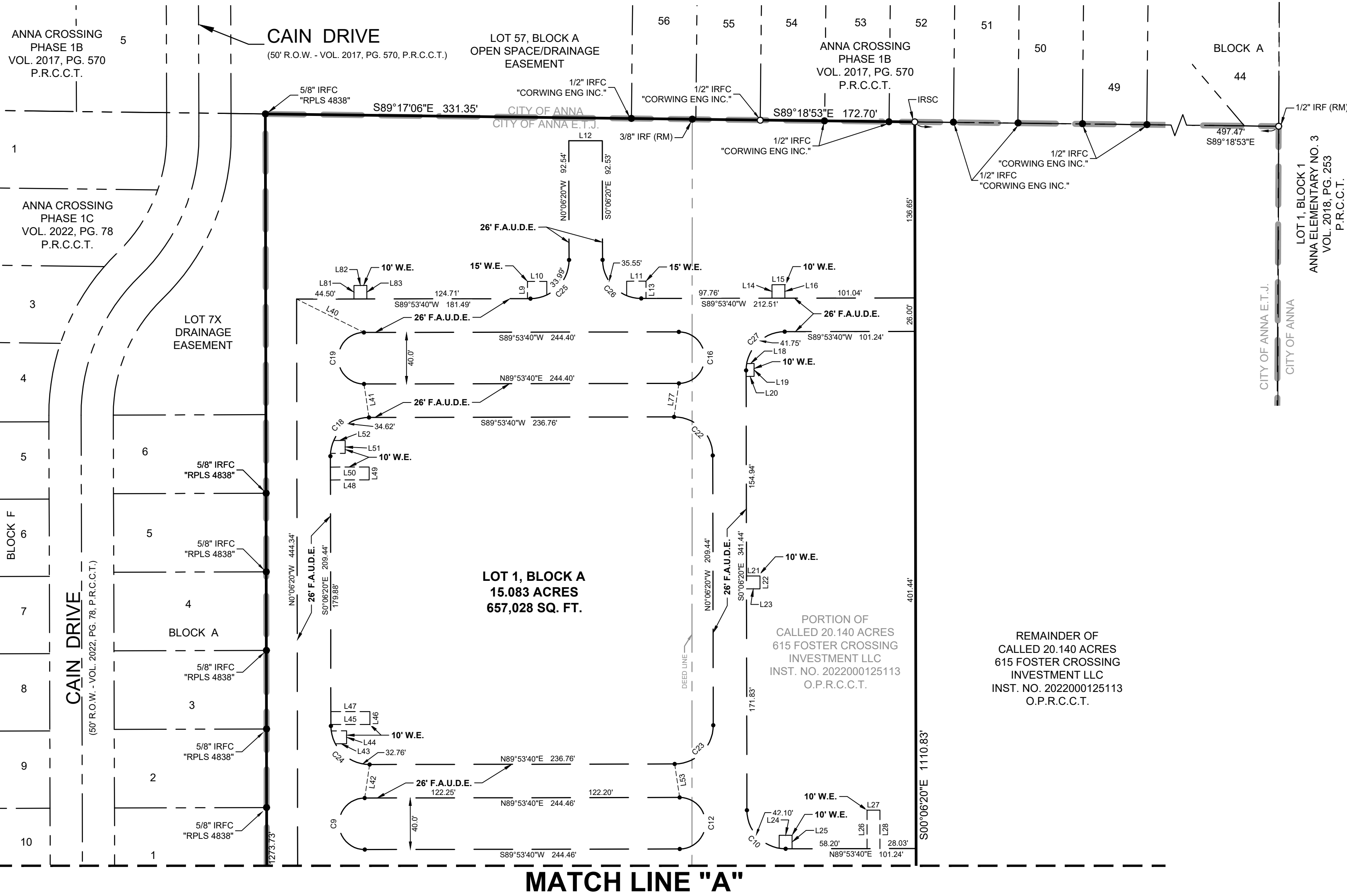
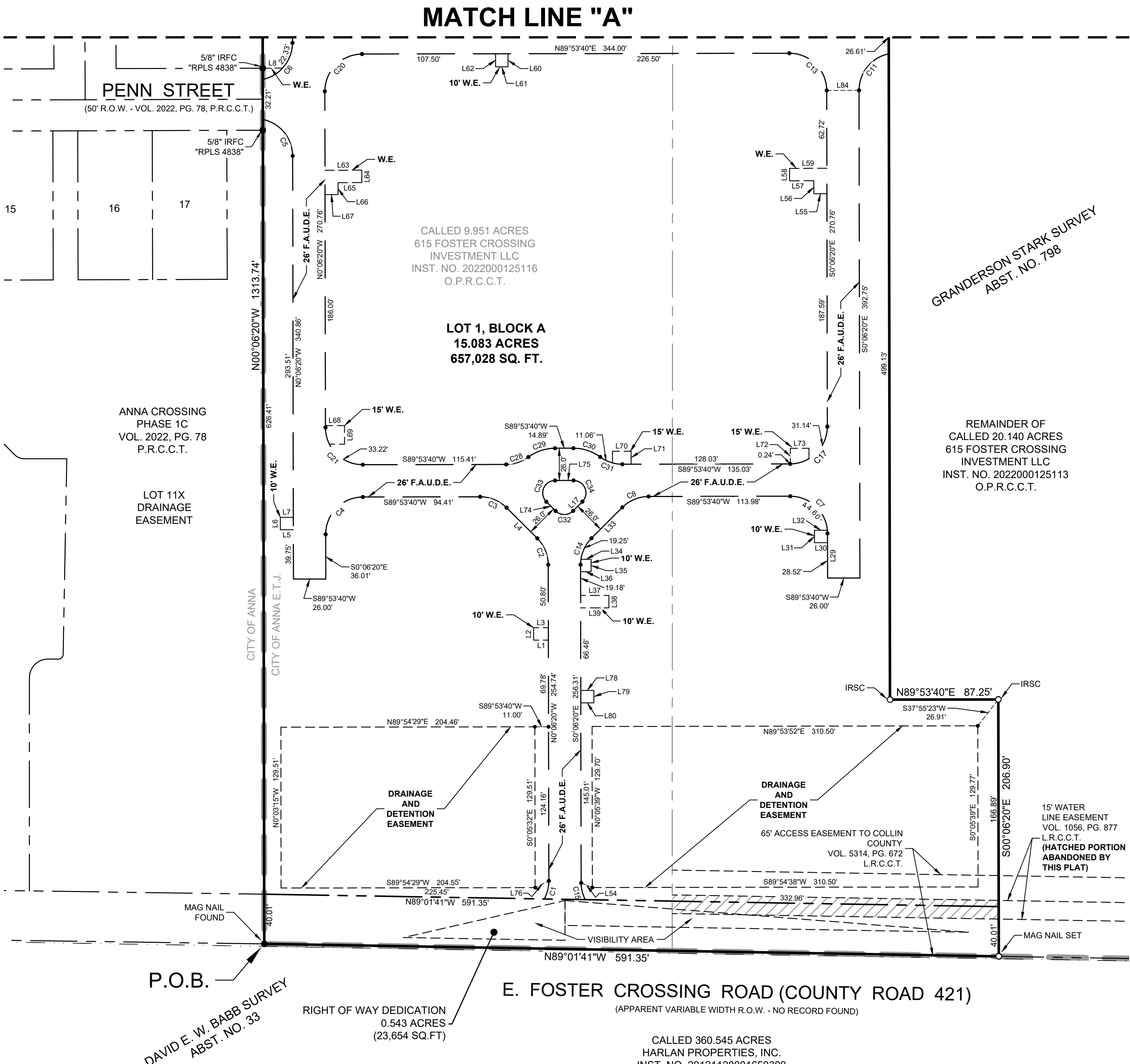
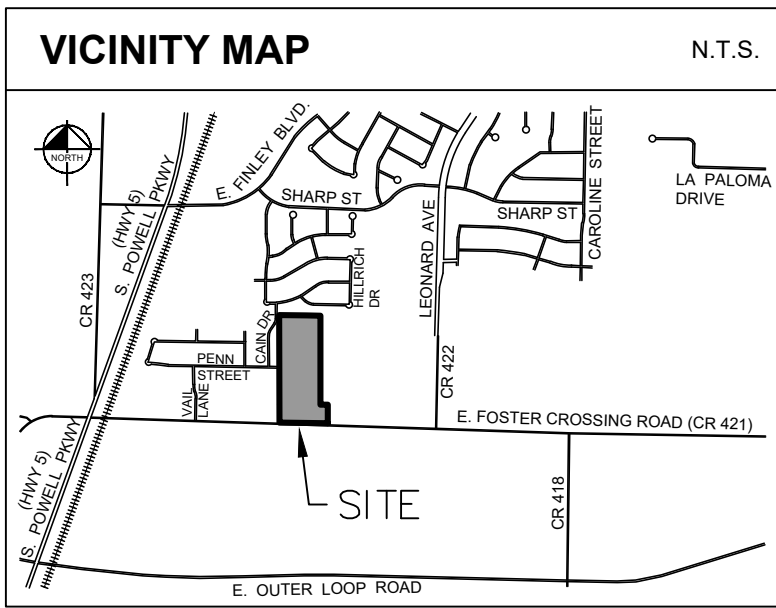
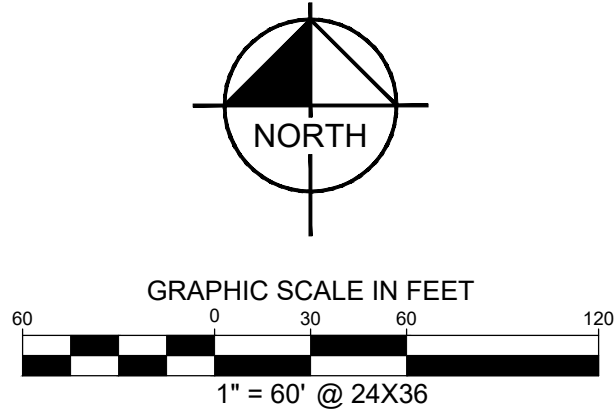
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	28°53'44"	30.00'	15.13'	N14°20'32"E	14.97'	C21	90°00'00"	30.00'	47.12'	S45°06'20"E	42.43'
C2	44°58'22"	30.00'	23.55'	N22°35'31"W	22.95'	C22	90°00'00"	30.00'	47.12'	N45°06'20"W	42.43'
C3	45°01'38"	30.00'	23.58'	N67°35'31"W	22.97'	C23	90°00'00"	30.00'	47.12'	N44°53'40"E	42.43'
C4	90°00'00"	30.00'	47.12'	S44°53'40"W	42.43'	C24	90°00'00"	30.00'	47.12'	S45°06'20"E	42.43'
C5	78°27'47"	30.00'	41.08'	N39°20'14"W	37.95'	C25	90°00'00"	30.00'	47.12'	N44°53'40"E	42.43'
C6	78°27'36"	30.00'	41.08'	N39°07'39"E	37.95'	C26	90°00'00"	30.00'	47.12'	S45°06'20"E	42.43'
C7	90°00'00"	30.00'	47.12'	N45°06'20"W	42.43'	C27	90°00'00"	30.00'	47.12'	S44°53'40"W	42.43'
C8	44°54'45"	30.00'	23.52'	S67°26'18"W	22.92'	C28	36°34'46"	30.00'	19.15'	N71°36'17"E	18.83'
C9	180°00'00"	20.00'	62.83'	S00°06'20"E	40.00'	C29	36°34'46"	36.00'	22.98'	S71°36'17"W	22.60'
C10	90°00'00"	30.00'	47.12'	S45°06'20"E	42.43'	C30	36°34'46"	36.00'	22.98'	N71°48'57"W	22.60'
C11	78°27'47"	30.00'	41.08'	S39°07'33"W	37.95'	C31	36°34'46"	30.00'	19.15'	S71°48'57"E	18.83'
C12	180°00'00"	20.00'	62.83'	N00°06'20"W	40.00'	C32	89°56'23"	10.00'	15.70'	N89°57'07"E	14.13'
C13	90°00'00"	30.00'	47.12'	N45°06'20"W	42.43'	C33	134°58'22"	10.00'	23.56'	S22°24'29"W	18.48'
C14	45°05'15"	30.00'	23.61'	S22°26'18"W	23.00'	C34	135°05'15"	10.00'	23.58'	N22°33'42"W	18.48'
C15	26°44'27"	30.00'	14.00'	S13°28'33"E	13.87'						
C16	180°00'01"	20.00'	62.83'	N00°06'19"W	40.00'						
C17	90°00'00"	30.00'	47.12'	N44°53'40"E	42.43'						
C18	90°00'00"	30.00'	47.12'	S44°53'40"W	42.43'						
C19	180°00'00"	20.00'	62.83'	S00°06'20"E	40.00'						
C20	90°00'00"	30.00'	47.12'	S44°53'40"W	42.43'						

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°53'40"E	11.87'	L21	N89°53'40"E	10.49'	L41	N08°27'47"W	26.28'	L61	N89°53'40"E	10.00'	L81	N00°06'20"W	10.49'
L2	S00°06'20"E	10.00'	L22	S00°06'20"E	10.00'	L42	S08°21'57"W	26.29'	L62	S00°06'20"E	10.49'	L82	N89°53'40"E	10.00'
L3	S89°53'40"W	11.87'	L23	S89°53'40"W	10.49'	L43	N89°53'40"E	8.81'	L63	N89°53'40"E	29.60'	L83	S00°06'20"E	10.49'
L4	N45°04'42"W	34.99'	L24	N89°53'40"E	10.00'	L44	N00°06'20"W	10.00'	L64	S00°06'20"E	10.00'	L84	N89°53'40"E	26.00'
L5	S89°59'35"E	10.47'	L25	S00°06'20"E	10.49'	L45	S89°53'40"W	30.33'	L65	S89°53'40"W	19.11'			
L6	S00°06'20"E	10.00'	L26	N00°06'20"W	29.91'	L46	S00°06'20"E	10.00'	L66	S00°06'20"E	9.62'			
L7	N89°59'35"W	10.47'	L27	N90°00'00"E	10.00'	L47	N89°53'40"E	30.33'	L67	S89°53'40"W	10.49'			
L8	N89°53'40"E	16.07'	L28	S00°06'20"E	29.89'	L48	S89°53'40"W	30.03'	L68	N89°53'46"E	15.38'			
L9	S00°06'20"E	13.40'	L29	N00°06'20"W	35.99'	L49	S00°06'20"E	10.00'	L69	S00°06'14"E	15.00'			
L10	S89°53'40"W	15.00'	L30	N90°00'00"E	10.50'	L50	N89°53'40"E	30.03'	L70	N89°53'40"E	15.00'			
L11	S89°53'40"W	15.00'	L31	S00°06'20"E	10.00'	L51	S00°06'20"E	10.00'	L71	S00°06'20"E	10.49'			
L12	N89°54'38"E	26.00'	L32	N90°00'00"W	10.39'	L52	N89°53'40"E	8.90'	L72	S00°06'20"E	12.56'			
L13	S00°06'20"E	13.40'	L33	S44°58'55"W	35.13'	L53	S08°27'45"E	26.28'	L73	S89°53'40"W	15.00'			
L14	N00°06'20"W	10.49'	L34	N89°53'40"E	8.24'	L54	N67°31'07"W	9.75'	L74	S45°04'42"E	10.51'			
L15	N89°53'40"E	10.00'	L35	S00°00'00"E	10.00'	L55	N89°53'40"E	10.49'	L75	S89°53'40"W	14.89'			
L16	S00°06'20"E	10.49'	L36	S89°53'40"W	8.54'	L56	S00°06'20"E	10.45'	L76	N64°00'57"E	12.26'			
L17	N44°58'55"E	10.53'	L37	N89°53'40"E	22.78'	L57	N89°53'40"E	19.50'	L77	S08°15'07"W	26.28'			
L18	N89°53'40"E	5.75'	L38	S00°06'20"E	10.00'	L58	S00°00'00"E	10.00'	L78	N89°53'40"E	10.49'			
L19	S00°05'22"E	10.00'	L39	S89°53'40"W	22.78'	L59	S89°53'40"W	29.98'	L79	S00°06'20"E	10.00'			
L20	S89°53'40"W	6.22'	L40	S63°37'11"E	58.30'	L60	N00°06'20"W	10.49'	L80	S89°53'40"W	10.49'			



- NOTES:
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99984731332.
 - No appurtenances between the height of 2.5' and 10' may be placed in the visible triangles.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C060J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

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	
IRSC	5/8" IRON ROD W/ "XMA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
L.R.C.C.T.	LAND RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
LINE TYPE LEGEND	
---	BOUNDARY LINE
---	CITY LIMITS LINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	BUILDING LINE

PRELIMINARY PLAT
PROSE FOSTER CROSSING
LOT 1, BLOCK A

BEING 15.626 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
COLLIN COUNTY, TEXAS
OCTOBER 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	10/10/2022	063260500	1 OF 2

OWNER:
615 Foster Crossing Investment, LLC
777 Post Oak Blvd., Suite 295
Houston, TX 77056
Ph: 214-263-2088
Contact: Britton Church

APPROVED
NOVEMBER 7, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA

APPLICANT:
Kimley-Horn and Associates, Inc.
63455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972-770-1300
Fax: 972-239-3820
Contact: Jonathan Kerby, PE

EXHIBIT A

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT 615 FOSTER CROSSING INVESTMENT LLC, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as PROSE FOSTER CROSSING, BLOCK A, LOT 1, an addition to the Collin County, 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.

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 A, 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.

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.

615 FOSTER CROSSING INVESTMENT LLC, a Texas limited partnership

By: 615 FOSTER CROSSING INVESTMENT LLC, a Texas limited liability company,
Its General Partner

By: _____

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF §

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned 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 PLAT
PROSE FOSTER CROSSING
LOT 1, BLOCK A

BEING 15.626 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
COLLIN COUNTY, TEXAS
OCTOBER 2022

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDS	KHA	10/7/2022	063260500	1 OF 2

OWNER:
615 Foster Crossing Investment, LLC
777 Post Oak Blvd, Suite 295
Houston, TX 77056
Ph: 214-263-2088
Contact: Britton Church

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972-770-1300
Fax: 972-238-3820
Contact: Jonathan Kerby, PE

APPROVED
NOVEMBER 7, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA



Item No. 6.p.

City Council Agenda
Planning Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anna Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Fire Station on 2.2± acres located at the northwest corner of Standridge Boulevard and Creek Meadow Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord. No. 886-2020).

The purpose of the Site Plan is to show the proposed Fire Station site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATIONS:

The Site Plan is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:

1. Fire Station No 2 Locator Map
2. RESOLUTION - (SP) Anna Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X
3. Exhibit A (stamped) - SP (Fire Station No. 2)

Site Plan - Fire Station No. 2



THE CITY OF
Anna

 Subject Property  City Limits
 ETJ

0 150 300 600
Feet

October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA FIRE STATION NO. 2, THE VILLAGES OF HURRICANE CREEK, PHASE 1B, BLOCK I, LOT 18X, SITE PLAN.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, The City of Anna has submitted an application for the approval of Anna Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X, Site Plan; and

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 Site Plan

The City Council hereby approves Anna Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November, 2022.

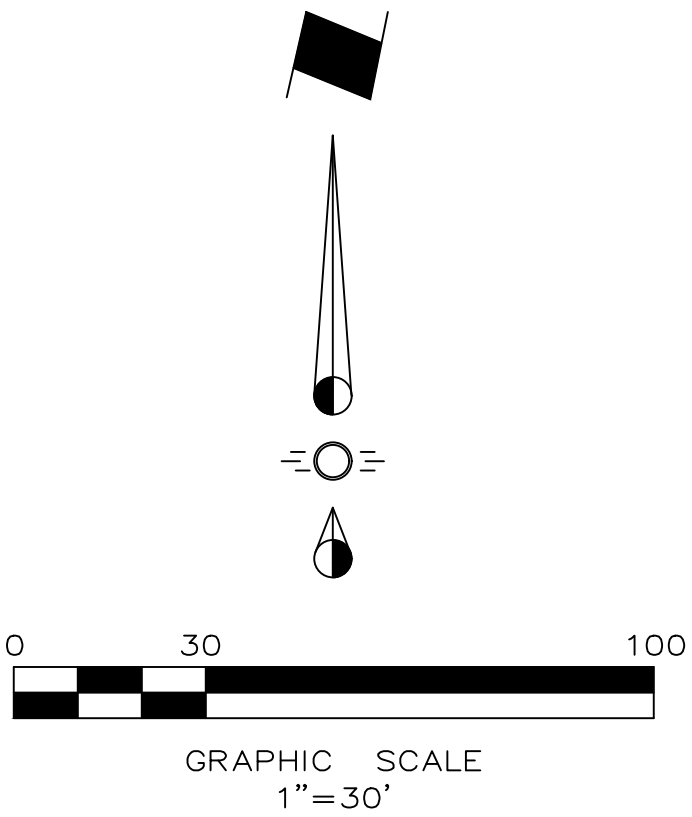
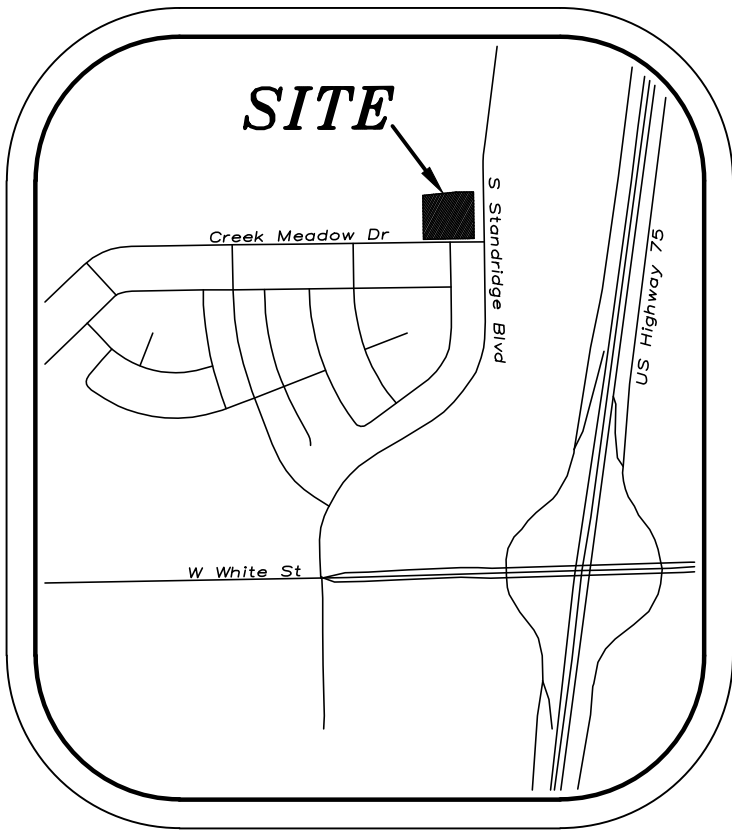
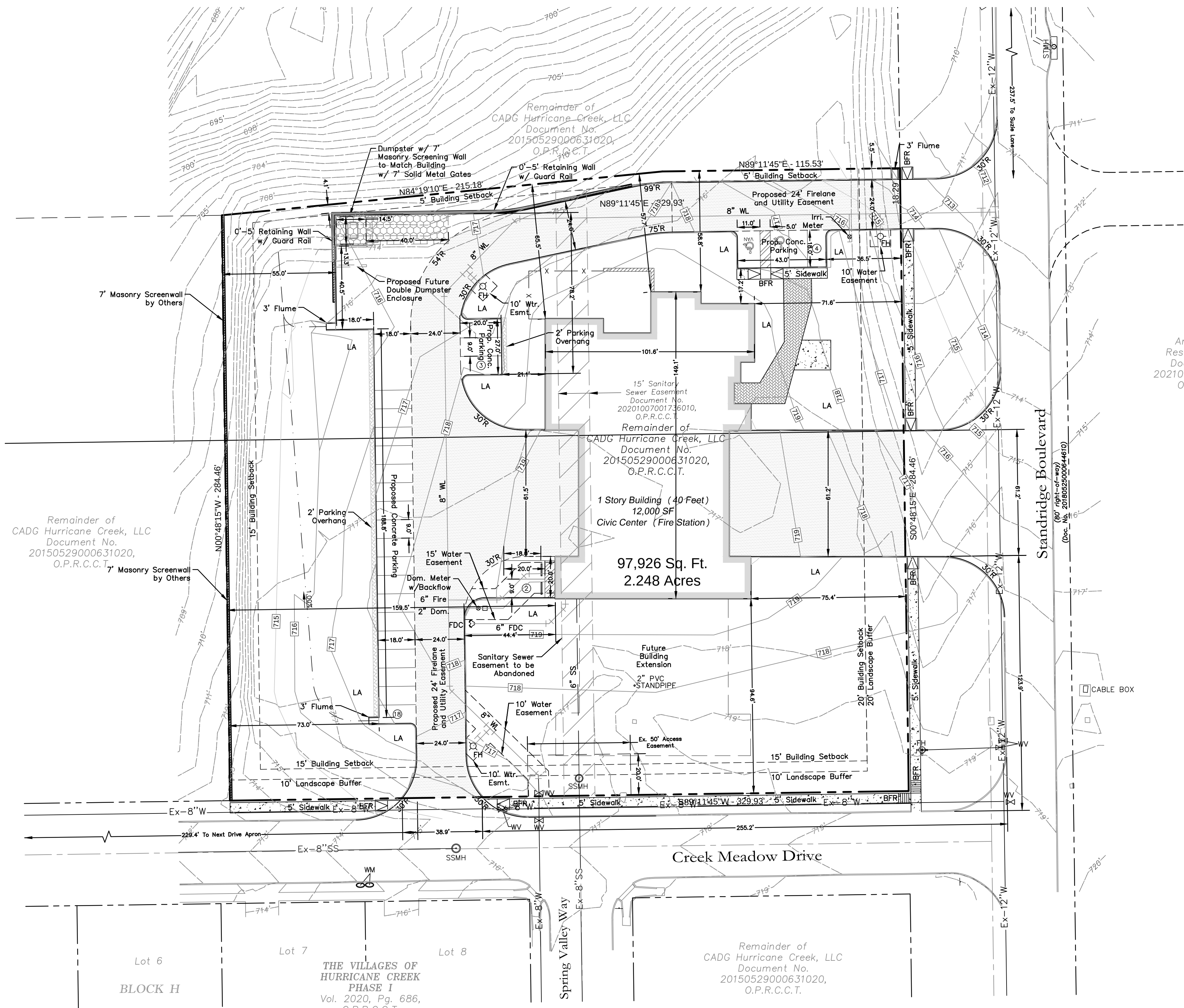
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Stamped and Stained Concrete
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - BFR Barrier Free Ramp
 - LA Landscape Area
 - Easement to be Abandoned

SITE DATA TABLE		
Zoning:	PD-R	
Proposed Use:	Civic Center (Fire Station)	
Lot Area:	2.248	Acres (97,926 SF)
Building Height Information:	34' to Roof Average Slope (1-Stories)	
Building Area Information:	12,000	SF
Lot Coverage:	12.25%	
Parking:		
Required Parking:		
Fire Shift Parking	20	Spaces
Police Parking	2	Spaces
Public Parking	3	Spaces
ADA Parking Required	2	Spaces
Total Required Parking	25	Spaces
Provided Parking:		
Total Provided Parking	27	Spaces
Provided ADA Parking	2	Spaces
Required Internal Landscape Area:	216 SF (8 SF per parking space)	
Total Internal Landscape Area	54,116 SF	
Total Landscape Area	54,332 SF	

OWNER:
The City of Anna
120 W 7th St
Anna, Texas 75409
Phone (972) 924-3325
Fax (972) 924-2620

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan Hake, P.E.

ARCHITECT:
Conduit Architecture + Design
711 N. Tennessee Street
McKinney, Tx 75069
Phone (972) 302-9747
Contact: Kobey Seale

SURVEYOR:
North Texas Surveying, LLC
1010 West University Drive
McKinney, Texas 75069
Phone (469) 424-2074
Fax (469) 424-1997
Contact: Michael B. Arthur, RPLS

APPROVED
November 7, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
November 8, 2022
CITY COUNCIL
CITY OF ANNA

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Issue Dates:	Revision & Date:
1 10/24/2022	1
2	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS		
1720 W. Virginia Street McKinney, Texas 75069 972.562.4409 Texas P.E. Firm No. F-3935		
Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=30'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JONATHAN D. HAKE, P.E. NO. 94738 ON 10/27/22. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

SITE PLAN	
ANNA FIRE STATION NO. 2	
THE VILLAGE OF HURRICAN CREEK PHASE 1B, BLOCK 1, LOT 18X CITY OF ANNA, COLLIN COUNTY, TEXAS	

Sheet No.
SP
Project No.
22065



Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance approving the 2022 Tax Roll (Budget Manager Terri Doby).

SUMMARY:

The Collin County Tax Assessor-Collector recently submitted the Tax Roll Summary for the City of Anna. The report is attached. Texas Property Tax Code, Section 26.09 requires the City to pass an ordinance approving the 2022 Tax Roll.

FINANCIAL IMPACT:

Final step in the process to adopt the Tax Year 2022 / Fiscal Year 2023 property tax rate.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2023 Tax Roll Ordinance
2. FY2023 Tax Roll Exhibit A

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2022 TAX ROLL FOR THE CITY OF ANNA, TEXAS

WHEREAS, the Collin County Tax Assessor Collector has submitted the 2022 Tax Roll for the City of Anna, Texas (the "City") to the City Council of the City of Anna, Texas (the "City Council") for approval; and

WHEREAS, the City Council is required by statute (Texas Property Tax Code Section 26.09) to approve or disapprove said Tax Roll; and

WHEREAS, the City Council has reviewed the 2022 Tax Roll Summary as provided by the Collin County Tax Assessor Collector, now therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS THAT:

SECTION 1. Recitals Incorporated.

The above-referenced recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. Tax Roll Approved.

The Council hereby approves the 2022 Tax Roll Summary attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, this, the 8th day of November, 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Run Date: October 03, 2022

Collin County Tax Office

Page 10 of

173

2022 TAX ROLL SUMMARY

07 - ANNA CITY

	Amount	Count
NUMBER OF ACCOUNTS		9,863
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$1,163,941	
Improvement Non-Home Site	\$59,012	
ROLLCODE: PERSONAL		
Personal	\$76,539,145	
ROLLCODE: REAL		
Agriculture	\$206,119,820	
Improvement	\$1,650,154,959	
Improvement Non-Home Site	\$276,878,852	
Land	\$626,573,785	
Land Ag Land	\$842,543	
Land Non-Home Site	\$165,043,645	
TOTAL MARKET VALUE	\$3,003,375,702	
DEFERRALS		
Ag	\$206,119,820	207
TOTAL DEFERRALS	\$206,119,820	
EXEMPTIONS		
Autos , XO , PPV , XO , PPV	\$7,313,779	25
Cap Adjustment , XT , XT	\$202,368,877	3,269
Disabled	\$0	115
Disabled Veteran	\$27,914,274	249
Homestead	\$17,843,125	3,615
Miscellaneous , XV , XV	\$193,479,991	461
Nominal Value	\$64,154	81
Over 65	\$20,536,586	734
Pollution Control	\$106,715	2
Solar/Wind	\$100,666	4
Surviving Spouse Disabled Person	\$0	1
TOTAL EXEMPTIONS	\$469,728,167	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$675,847,987	
TOTAL MARKET VALUE	\$3,003,375,702	
TAXABLE VALUE	\$2,327,527,715	
TAX RATE	0.53975	
ROLLCODE: MOBILE HOME		
Levy	\$6,408.60	92
ROLLCODE: PERSONAL		
Levy	\$372,452.05	388
ROLLCODE: REAL		
Levy	\$12,183,970.81	9,383
TOTAL LEVY	\$12,562,831.46	
LEVY LOST DUE TO FROZEN	\$0.00	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$0.00	

2022 TAX ROLL SUMMARY

07 - ANNA CITY

Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	0.00	0.00		0.00	0	0	0
DV100 (Excl. Frozen)	3,293.63	3,293.63		0.00	32,324,384	26,321,099	6,003,285
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	12,559,537.83	12,559,537.83		0.00	2,971,051,318	649,526,888	2,321,524,430
Total	12,562,831.46	12,562,831.46		0.00	3,003,375,702	675,847,987	2,327,527,715
DV100 (Incl. Frozen)	0.00	0.00		0.00	0	0	0
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



Item No. 6.r.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve an agreement with Project Advocates to subcontract comprehensive building commissioning services for the new Anna Community Library Project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City is now in the design development phase for the Anna Community Library, and the design team is beginning the detailed design process for the facility. A part of design development is to begin the sizing and selection of HVAC components which will serve the facility.

Comprehensive building commissioning services are key to ensuring that the City receives the right size, type, and quality of HVAC system components required to properly heat and cool the facility. In addition, commissioning services will also include the review and oversight of all of the electronic and computerized systems related to building climate control. It is essential that all HVAC system operations work seamlessly with the technology the City has in the Municipal Building and the Central Fire Station.

Instead of bringing a building commissioning contractor on at the end of the project to test a completed system, we are proposing to have them as a member of the team through design, construction, start-up, and warranty. This will provide the City with a partner who can ensure that all design, construction, and training associated with the HVAC system accomplishes our goals. In short, comprehensive building commissioning will ensure that we get what we pay for.

The conservative budget estimate for this work is \$171,005, but we will be billed on an hourly not-to-exceed basis instead of a lump sum. This ensures that the cost of the work is directly related to the amount of work done by the commissioning contractor.

This item is within the original project budget estimate of \$205,000, so approval of this item is consistent with the existing budget and project charter.

FINANCIAL IMPACT:

Not to exceed budget is \$171,005, which is \$25,000 below the original estimate in the conceptual budget.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Project Advocates Proposal of Add Services Library Commissioning

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 11/3/2022
Final Approval - 11/3/2022



October 2022

PROJECT ADVOCATES *PROPOSAL- Modification #2 Commissioning*

Your Project. Our Passion.

City of Anna Library

This **Agreement** dated October 17th, 2022, between the Owner, City of Anna, and the Project Advisor, Project Advocates (PA), shall define the services and terms agreed to execute the Commissioning Services for the Community Library located in Anna, Texas

The **Owner's Designated Representative** is Greg Peters.

The Project Advocate's **Designated Representatives** are Phil Miller and Alma Zamora.

Proposal Modification #2: Commissioning

October 2022

PROPOSED SCOPE OF WORK

Provide all labor, tools, instruments, equipment, supplies, travel, and professional services necessary to perform third-party commissioning services for the above referenced project, as further clarified herein.

AFFECTED SYSTEMS AND EQUIPMENT

Whereas project documents are not available yet, the proposed commissioning services apply to all mechanical systems equipment and components that would reasonably be anticipated to be in the project and customarily subject to commissioning, referred to hereafter as "Affected Equipment".

PROPOSED COMMISSIONING SERVICES

To serve in the role of Commissioning Authority (CxA) and perform all the duties and responsibilities of the CxA, subject to the following provisions:

Design Review. During the design phases of the project, peer review the project design for conformance with project requirements and design intent. Design reviews will seek to validate mechanical system design concepts, capabilities of specified equipment, constructability, and maintainability. Will perform design reviews as needed throughout design and submit written comments as warranted.

Planning, Scheduling & Coordinating. Plan, schedule, coordinate and communicate with the owner and/or owner's representative (Client), design team members and trade contractors as needed throughout the project to clarify the owner's project requirements and to accomplish the specified commissioning duties in a logical, sequential, and efficient manner, using established industry protocols. Due to the distance to the project, participate in most meetings via video conference.

Commissioning Management Software.

Utilize Cx Alloy for the project, an industry leading web-based commissioning management tool that offers stakeholders transparent, real-time viewing of all commissioning activities for the duration of the project. The collaborative platform is used for managing, documenting, and reporting commissioning activities and outcomes. Provide user accounts upon request to



authorized stakeholders who wish to monitor commissioning activity via computer or smart phone. More information about Cx Alloy is available at www.cxalloy.com.

More specifically, Cx Alloy will be used for:

- Developing and maintaining a log for tracking issues and deficiencies, communicating issues and deficiencies to subtrades for resolution, as well as reporting, tracking and documenting issue resolutions – all done in real time.
- Scheduling, documenting, and reporting functional performance testing, including test results.
- Producing comprehensive documentation for the final commissioning report.

Shop Drawings Review. Review Affected Equipment shop drawings and contractor submittals for any issues or irregularities that may negatively impact project requirements, the design intent and/or the operability, performance, or maintainability of the Affected Equipment. If any concerns are identified, written comments are submitted to the design engineer explaining the deficiencies and/or concerns. Shop drawing review comments are not posted in Cx Alloy.

Construction Observations. Conduct on-site inspections and observations as needed during construction to ensure the installation and configuration of the Affected Equipment is in accordance with the Project Documents and design intent. Follow the construction progress closely and coordinates with contractors as needed to ensure observance of any processes and/or configurations deemed critical to the intended outcomes.

Building Automation System (BAS) Review. Communicate and coordinate with the BAS contractor to verify and document the proper installation and configuration of the BAS and to ensure that the mechanical systems operate in accordance with the project design. This component of our commissioning process is unique. Key components of this effort include:

Review of Controls Installation Documentation & Drawings. Review the BAS installation drawings and documentation to ensure that all requirements and components called for in the construction documents are met and that, as future documents of record, they accurately portray the system and its operation.

Verification of the Sequence of Operations. Review the sequence of operations provided by the design team and ensures that it is accurately understood for programming into the controls by the control's contractor.

Controls Programming Verification. Review the programming and logic used in the BAS to verify that the controls drive the functionality of the system components as intended by the design.

Pre-Functional Testing. Physically inspect Affected Equipment, in accordance with a sampling strategy determined by mutual agreement, to verify that equipment, components, valves, controllers, sensors, etc. are installed, configured, and functioning properly. Pre-functional testing and outcomes will be documented in Cx Alloy.

Functional and Performance Verification Testing. Perform functional performance testing to verify that all Affected Equipment and associated components, valves, dampers, controllers, etc., are performing as intended by the project design and capable of functioning as required by



the sequence of operations. Functional performance testing is performed through the controls on 100% of the Affected Equipment. Functional Performance Testing also includes verification of the control's graphics.

Testing 100 percent of the equipment from the controls panel is important because it results in fewer issues post-construction. Without such testing, a certain portion of the equipment and components go completely unchecked.

Documentation Review. Review the operations and maintenance manuals provided by equipment manufacturer(s) as needed for completeness. Any deficiencies identified are recorded for resolution.

Training & Education. Verify that the equipment suppliers train facility personnel on the new equipment. However, because we believe that education and training is key to preserving the operational performance and efficiency of the new system, provide additional education and training to key facility personnel on the operation and maintenance of the new equipment and BAS system.

Project Support. Will, upon request, review requests for information and change orders for impact on the commissioning and Client's objectives. Review equipment warranties to ensure Client's responsibilities are clearly defined.

Technical Consulting. Provide technical consulting as needed throughout the project to evaluate mechanical system problems and/or deficiencies encountered during the commissioning processes and provide recommendations for solutions.

SPECIAL NOTICE

It is important to emphasize that because of self-performance of all aspects of the commissioning process, including pre-functional and functional performance testing, trade contractors are not asked to perform any tests or to operate any of the equipment or controls during commissioning. Not only is this approach more genuinely third-party but it gives our team the unique opportunity to more thoroughly investigate how the equipment is operating and why. More specifically, it enables our team to determine not only if each test passed but if it passed for the right reasons. It also provides significant cost savings because the trade contractors do not have to charge for performing or supporting any of the commissioning disciplines. Trade contractors are welcome to observe testing, however this should be viewed as voluntary.

CLARIFICATIONS AND QUALIFICATIONS

The proposed fee is based on and subject to the following clarifications and qualifications:

- Not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating and construction management. Assistance with problem-solving and resolving deficiencies and non-conformance issues but, ultimately, responsibility for resolution of deficiencies and non-conformance issues resides with the contractors and the design team.



October 2022

PROJECT ADVOCATES *PROPOSAL- Modification #2 Commissioning*

Your Project. Our Passion.

City of Anna Library

- Remote access to all systems throughout the commissioning process so that systems operation can be monitored and verified 24/7.
- To discourage contractors from using commissioning as an element of their own quality control measures and overestimating when equipment is ready for testing, we reserve the right to charge \$150 per hour for functional performance testing conducted after two failed attempts per component when such testing attempts are due to misrepresentation of readiness for testing by the contractor.

FEE

Subject to the terms of this proposal and the final systems selected, the all-inclusive Not-To-Exceed fee by project phase for performing the Proposed Scope of Work are:

Phase 1 – Design and Preconstruction:	\$ 25,300.00 / lump sum
Phase 2 – Construction Period Observation:	39,790.00 / lump sum
Phase 3 – Pre-Functional and Functional Testing:	91,540.00 / lump sum
Occupancy & Warranty Period:	<u>14,375.00 / lump sum</u>
PROJECT TOTAL:	\$ 171,005.00

Progress billings shall be submitted as warranted during the project. Payment terms are Net 30. This proposal may be withdrawn or modified if not accepted within 60 days.

Terms and Conditions:

Extent of Project Advisor's Responsibilities: The Project Advisor shall exercise reasonable care in preparing schedules and estimates. The Project Advisor, however, does not warrant or guarantee estimates and schedule except as may be agreed to in a separate agreement, as part of a Guaranteed Maximum Price contract. The Project Advisor is not required to design the Project within the Owner's budget or to ascertain that the drawings and specifications are so designed or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Project Advisor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Project Advisor.

Conflict Resolution: Both parties agree to resolve conflicts starting with mediation. Both parties agree that liability and damage claims shall not exceed the value of the fees identified in this agreement.

Termination: The Owner may terminate this agreement with thirty (30) days written notice with or without cause and the Project Advisor may also terminate the agreement with fourteen (14) days written notice if payment terms are not met or agreement is extended past the agreed upon schedule for the preconstruction phase services. Project Advisor shall be paid for all services provided up to the date of termination plus reasonable demobilization costs.



October 2022

PROJECT ADVOCATES *PROPOSAL- Modification #2 Commissioning*

Your Project. Our Passion.

City of Anna Library

Payment Terms: Services and fees are to be provided as authorized and shall be invoiced monthly as a prorate amount of the fixed fee over the agreed upon duration of the project or as incurred if engaged for hourly services. Invoices shall be paid within thirty (30) days of receipt.

The undersigned agrees to the terms of this agreement hereby gives notice to proceed with executing the Preconstruction Services.

CLIENT, _____

BY: _____

TITLE: _____

DATE: _____

Project Advisor, Project Advocates

BY: _____

TITLE: Principal

DATE: 10.20.2022



Item No. 6.s.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve an Interlocal Agreement by and between the City of Anna and the North Central Texas Council of Governments for the sharing and use of aerial imagery. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna has purchased NearMap aerial imagery in the past for use in our GIS software and mapping systems. NearMap aerial imagery is updated 2-3 times per year, giving us significantly improved aerial imagery when compared to Google or Bing. In a fast growing city like Anna, having recent aerial images is a significant benefit to the usefulness of our maps and GIS system.

The latest NearMap aerial imagery for Anna can be viewed on our maps available on the City website, under Departments -> Planning & Development -> CityMaps.

The renewal period is coming up, and now NearMap has an agreement with NCTCOG for special pricing of the data. As such, it is in the best interest of the City of Anna to utilize this service through the NCTCOG. In order to complete the membership purchase, the City must enter into a simple interlocal agreement that is specific to the NearMap data. The ILA is attached and has been reviewed and approved by the City Attorney. Staff recommends approval of the ILA for a 3-year subscription to NearMap aerial imagery at a cost of \$4,000/year..

FINANCIAL IMPACT:

The cost for the NearMap services is \$4,000/year for a three-year term.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

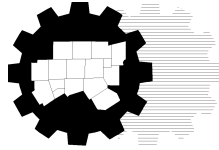
ATTACHMENTS:

1. ILA_Anna_NCTCOG_2022_NearMap

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 11/2/2022
Final Approval - 11/3/2022



North Central Texas Council of Governments

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF ANNA**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the **CITY OF ANNA** (Entity), wishes to have its map-based information system include the Nearmap's recurring and/or oblique imagery and has determined that the acquisition of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the purchase of Nearmap's recurring and/or oblique imagery under Master Service Agreement #2020-078.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. NCTCOG has contracted with Nearmap to provide their product at negotiated not-to-exceed rates to the North Texas region.

Nearmap retains all ownership of intellectual property rights in its aerial and oblique imagery and data. Entity is purchasing a data license through NCTCOG and pursuant to the subscription terms set out in Appendix B. Notwithstanding **Section 2.3 of Appendix B**, Entity is permitted to grant access to the Content under the License to its contractor(s) for the purpose of performing work for Entity, provided that the contractor(s) enter into an agreement which requires them to (a) use the Content only to the extent necessary to perform work for the Entity, and (b) immediately delete and destroy the Content in their control or possession at the completion of such work. Entity understands and agrees that it is responsible for compliance with Appendix B and its failure may result in NCTCOG disabling or revoking its data license(s) hereunder.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG within thirty (30) days.

Coverage Area: 17 square miles

Subscription Term – 3-year

Recurring Aerial Photography	Amount
1-year subscription	0
3-year subscription	\$2000.00
4-year subscription	0

Recurring Aerial Photography + Obliques	Amount
1-year subscription	0
3-year subscription	0
4-year subscription	0

Public Facing Option	Amount
1-year subscription	0
3-year subscription	\$2000.00
4-year subscription	0

Annual Subscription Cost	\$4000.00
Total Subscription Cost	\$12,000.00

You have agreed to the payment terms listed above and have secured the total amount with purchase order (PO) number _____ (please enter PO number and send PO document with returned agreement).

Invoice Term (circle one): **Full Payment** **Invoice Annually (at beginning of term)**

III. TERMINATION

Provisions for terminating Nearmap's aerial and/or oblique imagery subscription can be found in Appendix B. Section 6. In the event Entity terminates this Agreement early for any reason, all funds paid to NCTCOG by Entity are non-refundable. In the event payment obligations for Entity's subscription exceed the amounts paid at the time of early termination, Entity shall be responsible for payment of all such amounts to NCTCOG subject to the non-appropriation clause contained herein.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this

Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



12/09/2021

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Date

CITY OF ANNA

Signature

Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

10/17/2022

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	RIS Program Manager		Research Manager	
Department	Research and Information Services		Research and Information Services	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9168	(817) 640-4428
E-mail:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	

CITY OF ANNA

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:				
Title:				
Department				
Street Address:				
City, State, Zip				
Phone/Fax:				
E-mail:				

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial photography and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Periodic Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data and/or area during the Period is allowed to exceed the Periodic Allowance provided that the Licensee agrees to upgrade to the level of actual usage during the Term for the next Renewal Term. The following conditions apply to the Licensee's Periodic Allowance:
 - (a) the Periodic Allowance used by the Licensee will be calculated at the end of every Period based on the total data and/or area usage of all users who access and use the Licensee's Nearmap account during that Period;
 - (b) if the Licensee elects to download and/or export Products available to the Licensee on the Website, this will be applied to the Periodic Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images may use a higher portion of data of the Periodic Allowance than downloading a lower resolution image;
 - (c) if the Licensee does not consume its Periodic Allowance in any given Period, the balance will not be rolled over to a following Period;
 - (d) Nearmap will not charge the Licensee any additional fees if the Licensee's data and/or area consumption during the Period exceeds the Periodic Allowance.
 - (e) Nearmap will provide notice to the Licensee if it exceeds the Periodic Allowance for any Period.
- 1.7 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries, affiliates and lower-level governments).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this

Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
 - (a) machine learning models (including the model form and model parameters);
 - (b) outputs of machine learning models;
 - (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
 - (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
 - (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
 - (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration method authorized by Nearmap, or other integration methods authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software for the term of this Agreement.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
 - (a) provide a link to another URL;
 - (b) upload content or other information to the Website (except as necessary to use the Products);
 - (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
 - (d) use the Website in any way to send unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
 - (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
 - (f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
 - (g) remove any content or information from the Website, other than that permitted under the terms of this License;
 - (h) falsify the true ownership of a Product or other material or information made available via the Website;
 - (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
 - (j) use the Website other than in accordance with this Agreement;
 - (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
 - (l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.
3. **THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES**
- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued or the number of Authorized Users has been exceeded, Nearmap may:
 - (a) cancel that password/ID;
 - (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
 - (c) immediately cease the Licensee's access to the Product;
 - (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
 - (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products or breach of its security and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after thirty (30) days' notice from Nearmap to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - (i) License;
 - (ii) Products; and
 - (iii) Website.

6. TERMINATION AND EXPIRY

- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
 - (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
 - (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee

over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.

- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
 - (b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and
 - (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 7, **Error! Reference source not found.**, 9, 10, 13, 14, 15, and 17 will still be on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

- 8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section **Error! Reference source not found.** links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html
 - (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
 - (i) Privacy Policy (<http://aws.amazon.com/privacy/>)
 - (ii) Acceptable Use Policy (<http://aws.amazon.com/aup/>)
 - (iii) Terms of Use (<http://aws.amazon.com/terms/>)
 - (iv) Service Terms (<http://aws.amazon.com/serviceterms/>)
 - (v) Trademark Guidelines (<http://aws.amazon.com/trademark-guidelines/>)
 - (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>)

9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE EXCEED THREE TIMES THE AMOUNT OF ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the
- 9.9 **Notice of Claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 1.1, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- promptly notify Nearmap of any such Infringement Claim;
 - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- that arises from any:
 - use of the Product in violation of this Agreement;
 - modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - third-party products, services, hardware, software or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

- if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

- 11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses and disclosures..
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products or anything related to the usage of the product from Nearmap but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, r, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
- that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder, unless permitted by law. The Licensee will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States or Canada except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the License has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

- (a) the Additional Terms and Conditions;
- (b) the Quote;
- (c) any Product-Specific Terms; and
- (d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business applicable to agreements made and to be entirely performed within that state, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Auto Renew means the section of the Quote titled "Auto Renew".

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds or includes all or part of a Nearmap Product or Content.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Operational Hours means 9am to 5pm PT.

Period means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance means the data and/or area allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Products-Specific Terms means additional terms and conditions that apply to certain Products located on our Website.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Director of Development Services Ross Altobelli)

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.

The applicant will be presenting slides (attached) which identify a similar gas metering station within a residential subdivision and will discuss sound generation and odor omission from these types of facilities.

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.

CONCLUSION:

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 RECOMMENDATION:

The requested use is appropriate as the property is limited with the presence of the existing gas line, its associated easement, and future alignment of W Rosamond Parkway.

The Planning & Zoning Commission is scheduled to take action on this item on Monday, November 7, 2022. Staff will provide the Council with an update on their proposed recommendation at Tuesday night's Council meeting.

ATTACHMENTS:

1. Gas Metering Station SUP Request Locator Map
2. Ordinance - (SUP) Villages of Hurricane Creek Gas Metering Station
3. Exhibit A (Easement) Villages of Hurricane Creek SUP
4. Exhibit B (SP) Villages of Hurricane Creek - North Gas Metering Station stamped
5. Applicant's Slides Anna P&Z
6. Responses Received as of 11-01-22

APPROVALS:

Ross Altobelli, Director of Development Services

Ross Altobelli, Director of Development Services

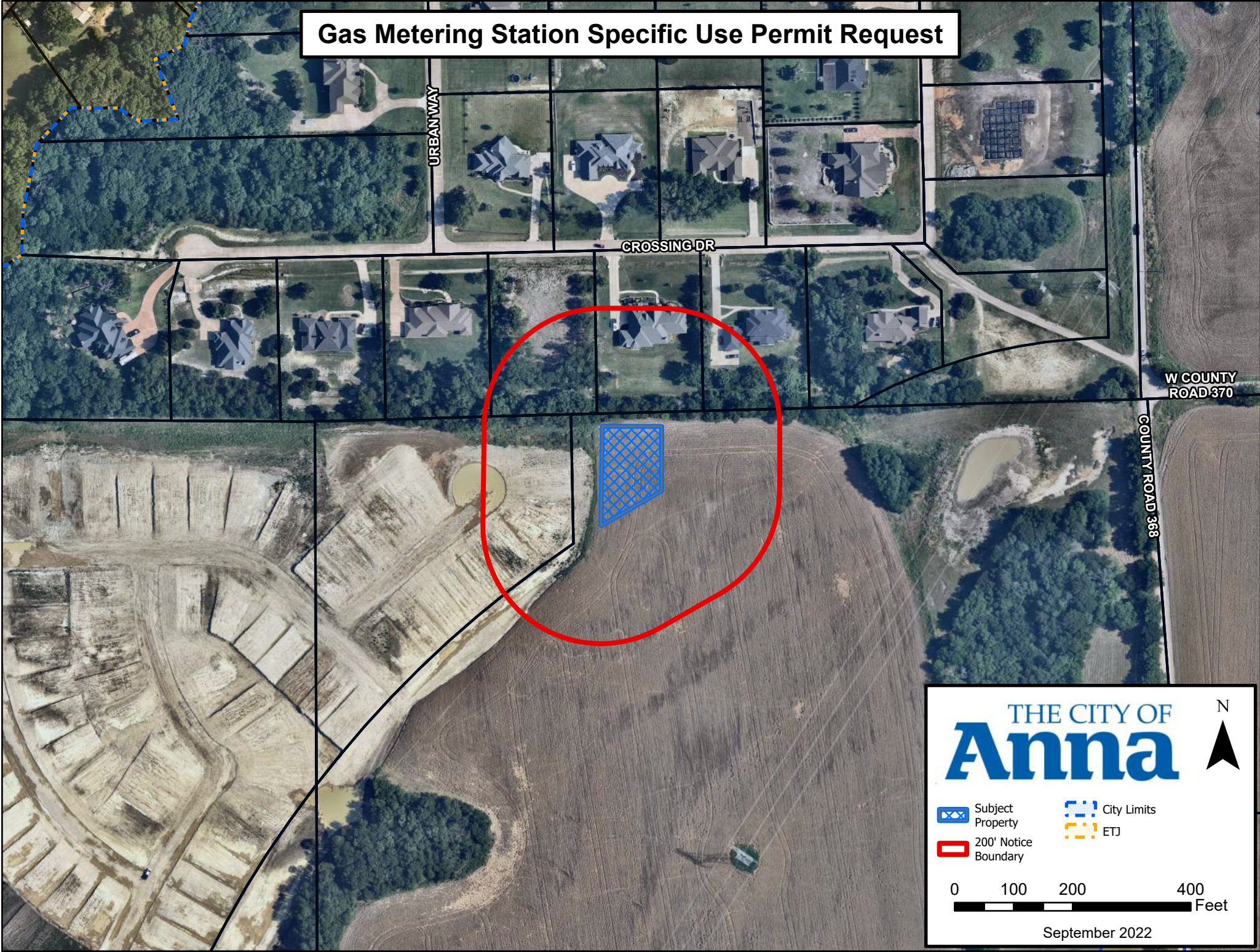
Jim Proce, City Manager

Created/Initiated - 11/1/2022

Approved - 11/1/2022

Final Approval - 11/3/2022

Gas Metering Station Specific Use Permit Request



THE CITY OF
Anna



-  Subject Property
-  City Limits
-  200' Notice Boundary
-  ETJ

0 100 200 400 Feet

September 2022

CITY OF ANNA, TEXAS
(Villages of Hurricane Creek, North, Block N, Lot 1X)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND APPROVING A SPECIFIC USE PERMIT ON 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 specific use permit from MM Anna 325 LLC on Property identified as Aboveground Facilitates Easement as shown on Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property was zoned Planned Development (Ordinance No. 932-2021); 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 Comprehensive Zoning Ordinance of the City of Anna, Texas, is amended by approving a Specific Use Permit on the tract described in Exhibit A, attached hereto and made an integral part of this ordinance, and approving the Specific Use Permit in the Planned Development zoning district to allow the use of gas metering station as depicted in the Site Plan on the attached Exhibit B.

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. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

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 8th day of November 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Line: NT201
R/W#: NT201 179-1
Collin County
Jack McFarland 02/08/2022**

**PIPELINE AND ABOVEGROUND FACILITIES EASEMENT
(WITH ACCESS EASEMENT)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

Pipeline Easement

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, which shall not exceed twelve inches (12") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline (collectively, the "Pipelines"), and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, aerial and pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, and bull guards or similar

physical protection, as may be necessary or desirable in the operation of said lines, over, across, under and upon the area described as “Pipeline Easement” on Exhibit “A” attached hereto and made a part hereof (collectively, the “Pipeline Easement Area”) All Pipelines within the Pipeline Easement Area shall be initially installed at a minimum depth of thirty-two inches (32”); and

Aboveground Facilities Easement

- (ii) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground Pipelines, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the “Aboveground Facilities”), over, across, under and upon the lands more particularly described on, and depicted as the “Surface Site” in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Facilities Easement Area”). “Facilities Piping” refers to additional segments of above or below ground piping which may be required for the safe and/or convenient operation of said Facilities within the Facilities Easement Area and to effectuate the purposes permitted herein. All pipes and/or Pipelines (including the Facilities Piping) may be initially installed at any depth or above-ground.; and

Access Easement

- (iii) vehicular and pedestrian ingress to and egress from the Facilities Easement Area along and upon the land more particularly described as the “Access Easement” on Exhibit “A” attached hereto and made a part hereof (the “Access Easement Area”).

Grantee’s Aboveground Facilities, Pipelines and any improvements to the Access Easement Area are collectively referred to as Grantee’s “Easement Facilities.” The areas comprising the Pipeline Easement Area, Facilities Easement Area, and the Access Easement Area are collectively referred to as the “Easement Area.”

Grantor grants Grantee the right to temporarily use temporary workspace as described in Exhibit “A” (the “Temporary Workspace”) for the sole purpose of carrying out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring

activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on earlier to occur of: (i) the date on which initial construction of the Easement Facilities has been completed and the same are placed into service; or (ii) one and one-half (1.5) years from the effective date of this instrument as shown below.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Easement Facilities within their respective portions of the Easement Area (e.g., the Aboveground Facilities within the Facilities Easement Area), and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area in the event Grantee cannot reasonably access the Easement Area by staying within the boundaries of the Access Easement Area, but in no event shall Grantee enter Grantor's adjacent or additional lands if access to the Easement Area is reasonably available over, though, or across a dedicated public right-of-way, and if no such access over a public right-of-way exists, then without the prior written consent of Grantor, which consent may not be unreasonably withheld.
2. Grantor shall have no access rights on, under, or over the Facilities Easement Area. Further, Grantor shall not obstruct Grantee's use of the Access Easement Area.
3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of the Easement Facilities and appurtenance permitted under this Pipeline and Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of the Easement Facilities permitted under this Pipeline and Aboveground Facilities Easement, it will restore the original contour of the surface of the Pipeline Easement Area and Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns, but in no event longer than six (6) months after the completion of construction.
4. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee will install, erect and construct, at its sole cost and expense, a six (6) foot wall surrounding the perimeter of the Facilities Easement Area; provided, further, Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

5. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Pipeline and Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .
6. With respect to the Pipeline Easement Area only, Grantee intends to employ a "double ditch" method where practical and permitted during installation of each Pipeline where other installation methods such as boring or horizontal directional drilling are not employed. Such double ditch method shall involve the removal and storage of the top soil (to a depth determined by Grantee) and separation of same from the sub-soil so as to return the soil to as near as reasonably practicable its pre-installation condition after the excavation. It is acknowledged that the decision to use a bore-method or horizontal-drilling method will be in Grantee's sole discretion.
7. If a complete assignment of this Pipeline and Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.
8. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Pipeline and Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.
9. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
10. Grantor and Grantee agree that the failure to assert any right under this Pipeline and Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted in this Pipeline and Aboveground Facilities Easement, regardless of the length of any such delay,

shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.

11. This Pipeline and Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word “structure” is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
12. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor’s property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor’s property independent of this agreement, whether through a separate agreement, by law, or otherwise.
13. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline and Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline and Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline and Aboveground Facilities Easement has been negotiated by the parties, and this Pipeline and Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee’s successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee’s successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this 23rd day of May, 2022.

GRANTOR:

**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: Mehrdad Moayed
Name: Mehrdad Moayed
Title: Manager**

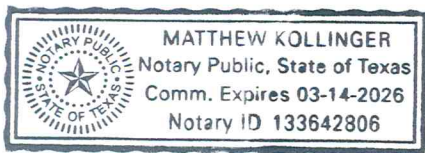
**Address: 1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234**

STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, the Manager of 2M Ventures, LLC a Delaware limited liability company, Manager of MMM Ventures, LLC, a Texas limited liability company, Manager of MM Anna 325, LLC, a Texas limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of May, 2022.



M. Kollinger
Notary Public in and for the State of Texas

Matthew B. Kollinger

EXHIBIT "A"

SURFACE SITE EASEMENT

All that certain 0.315 acre Surface Site Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.315 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the southwest corner of the herein described tract

THENCE North 01°00'20" West, a distance of 167.09 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar with a red illegible cap found for the most northern northeast corner of said 290.877 acre tract bears North 42°39'47" East, a distance of 2,108.59 feet;

THENCE North 88°54'02" East, a distance of 100.00 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 107.61 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the southeast corner herein described, from which a 1/2 inch iron rebar found in County Road 368 bears South 58°30'14" East, a distance of 1,026.37 feet;

THENCE South 58°12'04" West, a distance of 103.61 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set at the beginning of a curve to the left, with a radius of 1,874.72 feet and a chord which bears South 58°00'18" West, a distance of 12.83 feet;

THENCE along said curve to the left, with a central angle of 00°23'32" and an arc distance of 12.83 feet to the **POINT OF BEGINNING** and containing 0.315 acres or 13,732 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 1 OF 5

DESCRIPTION OF A 0.315 ACRE SURFACE
SITE EASEMENT IN THE JOHN ELLET SURVEY,
ABSTRACT NO. 296, COLLIN COUNTY, TEXAS

CROWLEY SURVEYING
FRN:10046500
4251 FM 2181, #230-484
CORINTH, TX. 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



EXHIBIT "A"

VARIABLE WIDTH ACCESS EASEMENT

All that certain 0.012 acre Access Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.012 acre Access Easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northwest corner of the herein described easement and the beginning of a curve to the right, with a radius of 1,874.72 feet and a chord which bears North 58°00'18" East, a distance of 12.83 feet;

THENCE along said curve to the right, though a central angle of 00°23'32" and an arc length of 12.83 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set at the point of tangency;

THENCE North 58°12'04" East, a distance of 22.12 feet to the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 11.64 feet to an exterior corner herein described;

THENCE South 62°29'00" East, a distance of 5.81 feet to a point in the north right-of-way line of the future Rosamond Parkway (a 120 foot wide right-of-way) for the southeast corner herein described;

THENCE South 58°12'04" West, with said right-of-way line, a distance of 19.13 feet to a south exterior corner herein described; and the beginning of a curve to the right, with a radius of 1,859.72 feet and a chord which bears South 57°51'54" West, a distance of 21.82 feet;

THENCE along said curve to the right, and with the said north right-of-way line, though a central angle of 00°40'20" and an arc length of 21.82 feet to the point of tangency at the southwest corner herein described;

THENCE North 00°00'20" West, departing said north right-of-way line, a distance of 17.56 feet to the **POINT OF BEGINNING** and containing 0.012 acres or 539 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-18-2022
PAGE NO.: 2 OF 5

DESCRIPTION OF A VARIABLE WIDTH
ACCESS EASEMENT IN THE JOHN ELLET
SURVEY, ABSTRACT NO. 296, COLLIN COUNTY,
TEXAS

CROWLEY SURVEYING
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CORINTH, TX. 76210
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acrowley@crowleysurveying.com



EXHIBIT "A"

PIPELINE EASEMENT

All that certain 0.008 acre Pipeline Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.008 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northeast corner of the herein described easement;

THENCE South 01°00'20" East, a distance of 17.46 feet to the southeast corner herein described, from which a 1/2 inch iron rebar found in County Road 368 bears South 58°30'14" East, a distance of 1,026.37 feet;

THENCE South 58°12'04" West, a distance of 23.32 feet to the southwest corner herein described;

THENCE North 01°00'20" West, a distance of 17.46 feet to the northwest corner herein described;

THENCE North 58°12'04" East, a distance of 23.32 feet to the **POINT OF BEGINNING** and containing 0.008 acres or 350 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 3 OF 5

DESCRIPTION OF A 20' x 5' WIDE PIPELINE
EASEMENT IN THE JOHN ELLET SURVEY,
ABSTRACT NO. 296, COLLIN COUNTY, TEXAS

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acrowley@crowleysurveying.com



TEMPORARY WORKSPACE EASEMENTS

EXHIBIT "A"

TEMPORARY WORKSPACE EASEMENT NO. 1

All that certain 0.115 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.115 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of a 50 foot wide permanent easement to Crosstex North Texas Pipeline, LP, NT-201/180, recorded in Document Number 20061108001699970 of said Official Public Records, for the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 134.65 feet to the southeast corner herein described at the beginning of a curve to the right, with a radius of 1,859.72 feet and a chord which bears South 56°34'31" West, a distance of 40.27 feet;

THENCE along said curve to the right, with a central angle of 01°14'26" and an arc distance of 40.27 feet to a point of non-tangency for the southwest corner herein described;

THENCE North 01°10'22" West, a distance of 155.98 feet to a point for corner in said south line of Crosstex Easement, for the northwest corner herein described

THENCE North 88°54'02" East, with said south line of Crosstex Easement, a distance of 34.57 feet to the **POINT OF BEGINNING** and containing 0.115 acres or 4,990 square feet of land.

TEMPORARY WORKSPACE EASEMENT NO. 2

All that certain 0.110 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.110 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of a 50 foot wide permanent easement to Crosstex North Texas Pipeline, LP, NT-201/180, recorded in Document Number 20061108001699970 of said Official Public Records, for the northwest corner herein described;

THENCE North 88°54'02" East, with said south line of Crosstex Easement, a distance of 105.93 feet to a point for corner;

THENCE North 79°07'22" East, continuing with said south line of Crosstex Easement, a distance of 29.15 feet to the northeast corner herein described;

THENCE South 58°12'04" West, a distance of 156.75 feet to the southwest corner herein described;

THENCE North 01°00'20" West, a distance of 75.08 feet **POINT OF BEGINNING** and containing 0.110 acres or 4,792 square feet of land.

TEMPORARY WORKSPACE EASEMENT NO. 3

All that certain 0.020 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.020 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said 0.020 acre easement, from which a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set bears North 58°12'04" East, a distance of 23.32 feet;

THENCE South 01°00'20" West, a distance of 17.46 feet to the southeast corner herein described;

THENCE South 58°12'04" West, a distance of 52.22 feet to the southwest corner herein described;

THENCE North 62°29'00" East, a distance of 5.81 feet to a point for corner;

THENCE North 01°00'20" East, a distance of 11.64 feet to the northwest corner herein described;

THENCE North 58°12'04" East, a distance of 58.17 feet to the **POINT OF BEGINNING** and containing 0.020 acres or 858 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley

February 18, 2022

ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 4 OF 5

DESCRIPTION OF THREE TEMPORARY
WORKSPACE EASEMENTS IN THE JOHN
ELLET SURVEY, ABSTRACT NO. 296, COLLIN
COUNTY, TEXAS.

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acrowley@crowleysurveying.com

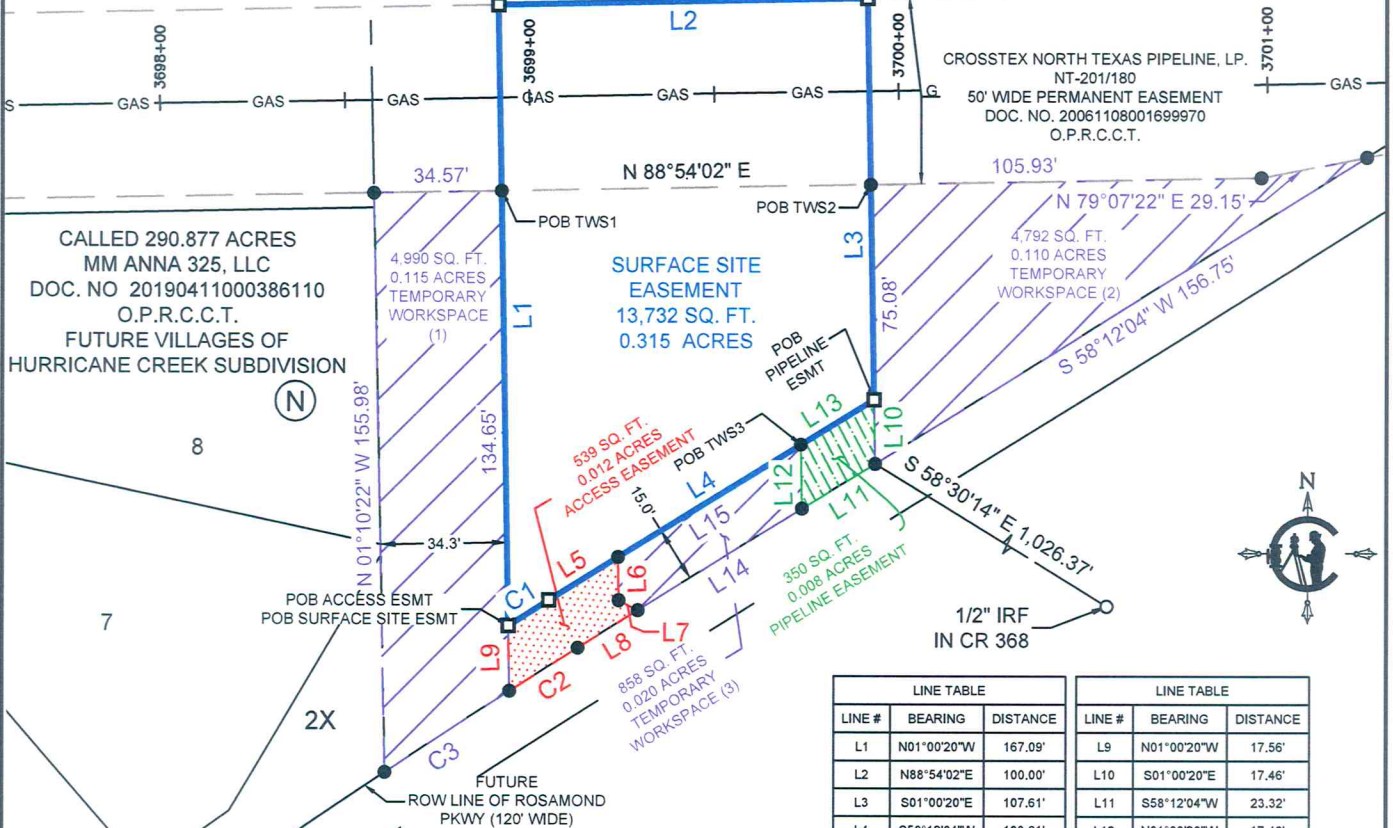
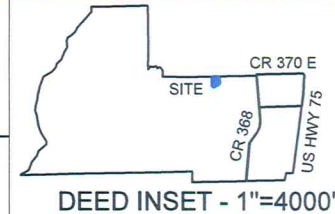


EXHIBIT "A"

1/2" RED CIRCL
ILLEGIBLE

H. SMITH SURVEY
ABSTRACT NO. 822

JOHN ELLET SURVEY
ABSTRACT NO. 296



- LEGEND**
- = POINT NOT SET OR FOUND
 - = 1/2" IRON ROD W/ CAP STAMPED "RPLS 6484" SET
 - = EXISTING NT-201 EASEMENT BOUNDARY
 - = EASEMENT LINE
 - = SURFACE SITE
 - = TEMPORARY WORKSPACE (TWS)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N01°00'20"W	167.09'
L2	N88°54'02"E	100.00'
L3	S01°00'20"E	107.61'
L4	S58°12'04"W	103.61'
L5	S58°12'04"W	22.12'
L6	S01°00'20"E	11.64'
L7	S62°29'00"E	5.81'
L8	S58°12'04"W	19.13'

LINE TABLE		
LINE #	BEARING	DISTANCE
L9	N01°00'20"W	17.56'
L10	S01°00'20"E	17.46'
L11	S58°12'04"W	23.32'
L12	N01°00'20"W	17.46'
L13	N58°12'04"E	23.32'
L14	S58°12'04"W	52.22'
L15	N58°12'04"E	58.17'

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	12.83'	1874.72'	0°23'32"	S58°00'18"W
C2	21.82'	1859.72'	0°40'20"	S57°51'54"W
C3	40.27'	1859.72'	1°14'26"	S56°54'31"W

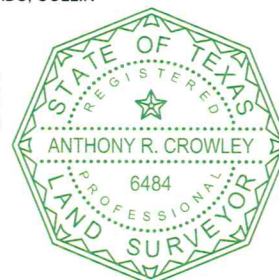
STATE OF TEXAS
COUNTY OF COLLIN

O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:
Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

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PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-18-2022
PAGE NO.: 5 OF 5

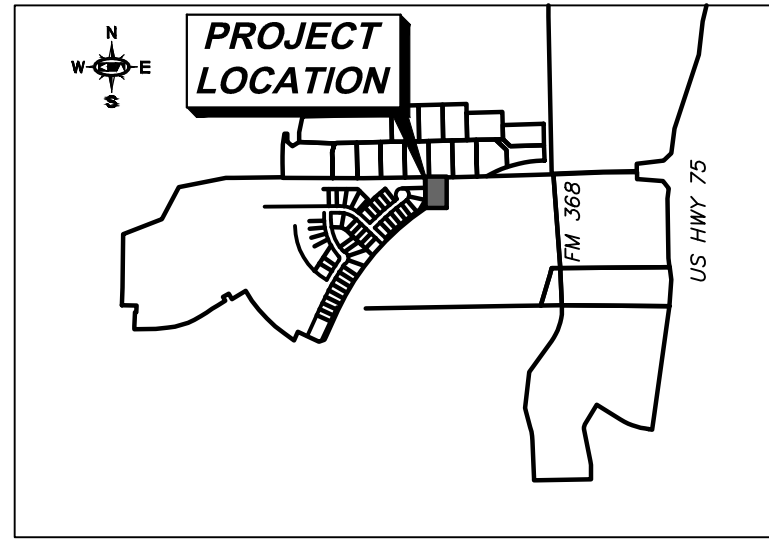
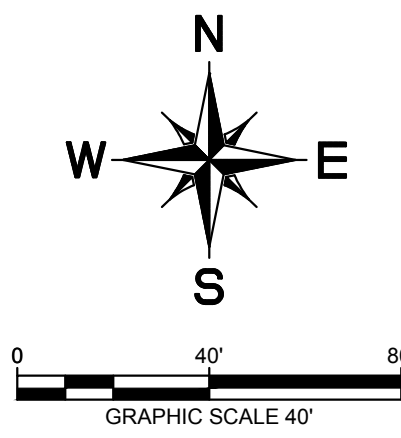
PLAT SHOWING A 0.315 ACRE SURFACE SITE EASEMENT, A VARIABLE WIDTH ACCESS EASEMENT, A 5X20 PIPELINE EASEMENT, & TEMPORARY WORKSPACE

SCALE: 1" = 50'
0 50 100

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EXHIBIT B



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.

APPROVED
NOVEMBER 7, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA

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: 972-239-3820
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\SHEETS
Drawn File: SITE PLAN (1) - 10-12-22

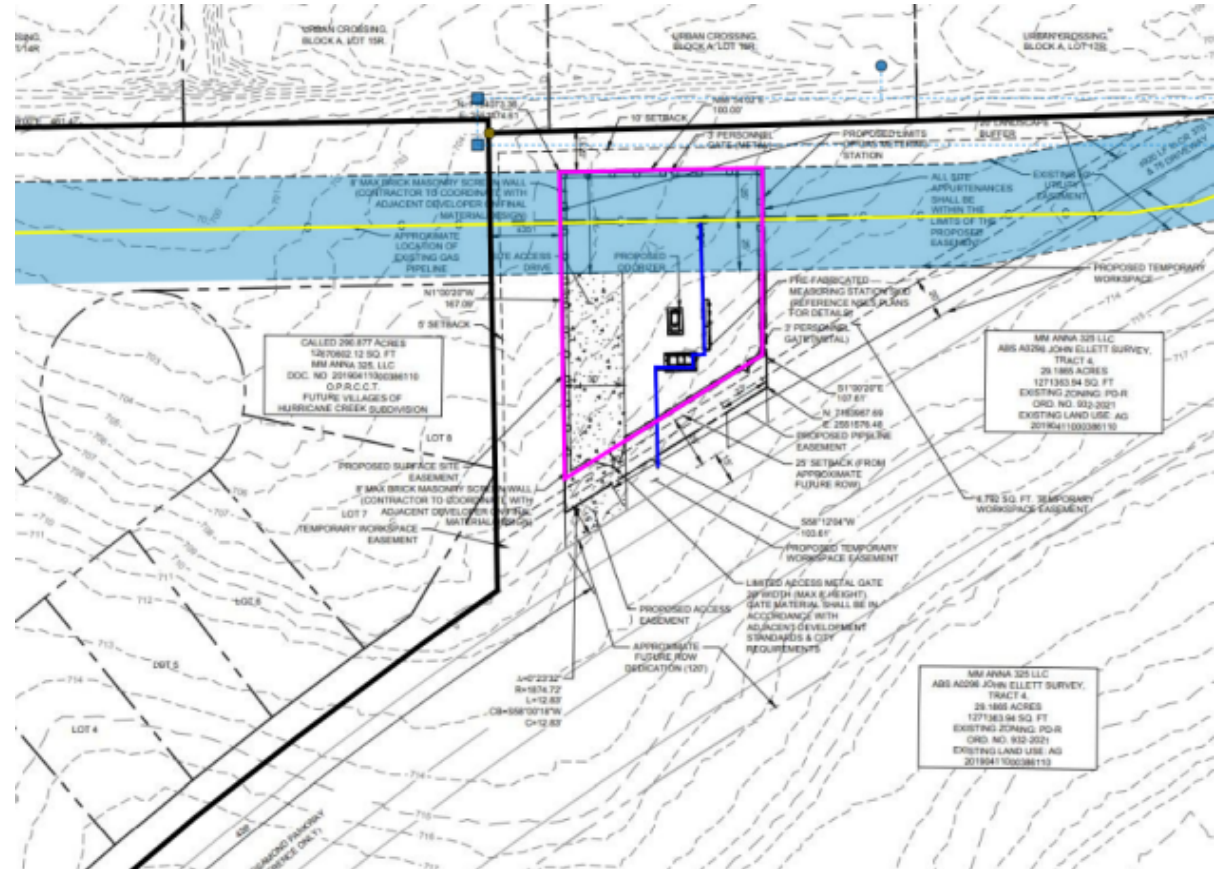
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Anna P&Z

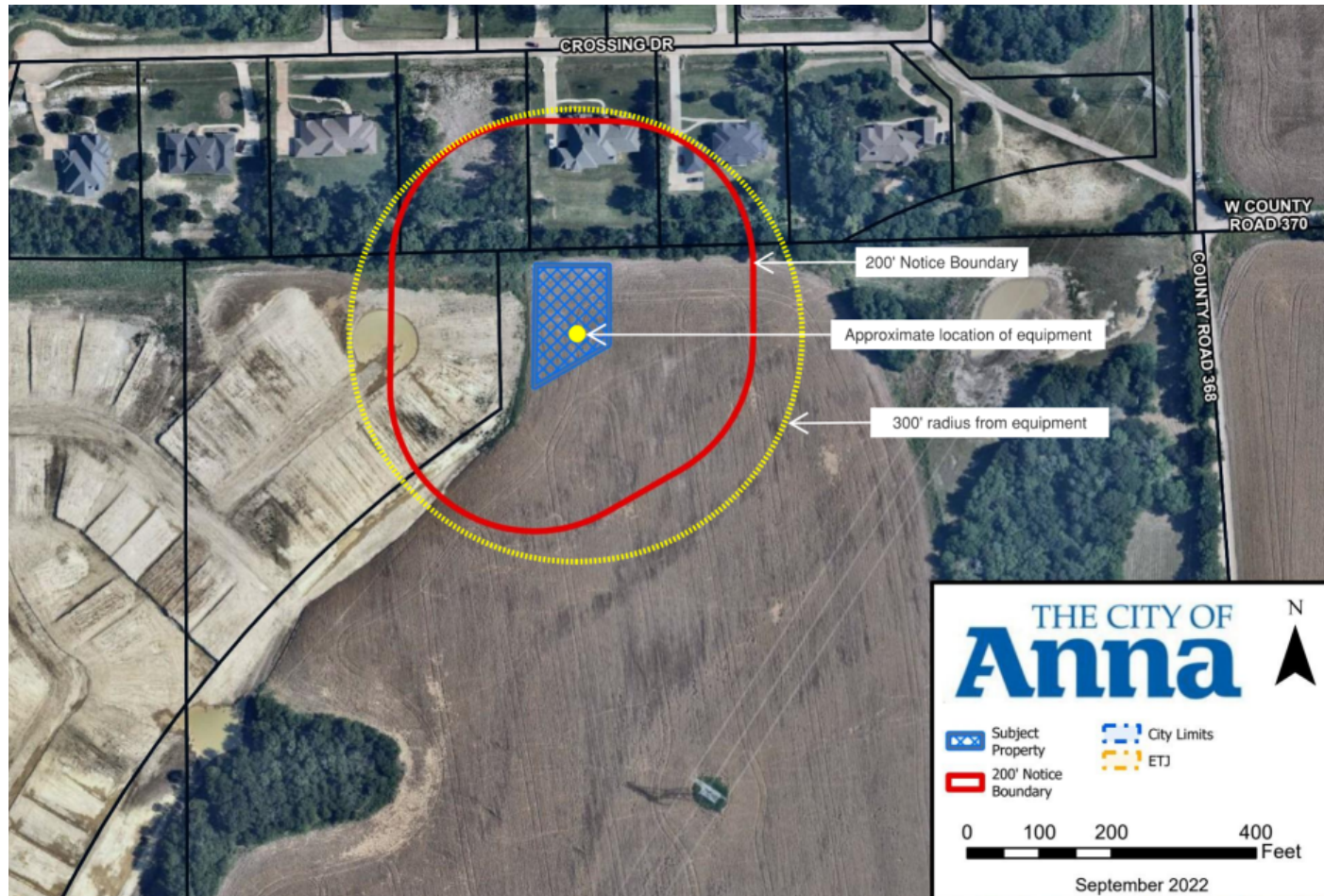
November 7, 2022

Atmos Energy Measuring Station

167' x 100' x 107' x 104'



Site



Proposed Anna measuring station site within Hurricane Creek subdivision

Site

Example site:



Similar measuring station located in the Willow Wood subdivision – Telephone Rd and Hwy 5, McKinney, TX

Footprint: 121' x 102'

Site

Example site:



Similar measuring station located in the Willow Wood subdivision – Telephone Rd and Hwy 5, McKinney, TX

Footprint: 121' x 102'

Sound



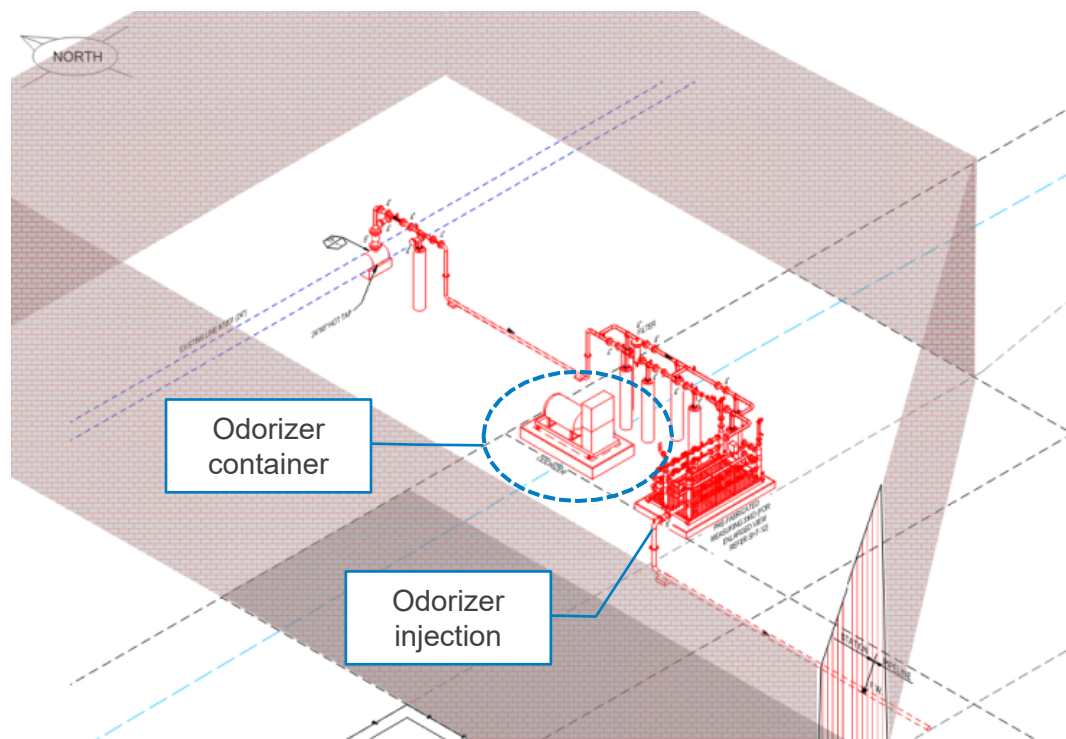
Decibel Sound Chart

20	Leaves rustling
30	Whisper
40	Quiet library
50	Moderate rainfall
60	Dishwashers, normal conversation
70	Traffic, vacuums
80	Alarm clock
90	Lawnmowers, hair dryers, blenders
100	MP3 players at full volume

Decibel readings at existing Willow Wood subdivision measuring station

Current decibel level at proposed site in Anna: 45

Smell



There should be no odor during normal operation of equipment. Potential of some smell only during the filling of the odorizer.

Filling of odorizer:

First 6 years: ~ 1 time every 18 months

By year 10: ~ twice a year

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

THIS IS TOO CLOSE TO OUR
HOUSES. THERE ARE MANY OTHER
LOCATIONS IN DEVELOPMENT THAT ARE SAFER.

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

BENJAMIN EASAW
Name (Please Print)

B. Easaw
Signature

3040 CROSSING DR.
Address

10/4/2022
Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

STORING DANGEROUS CHEMICALS SO CLOSE TO
OUR HOMES IS A HEALTH RISK AND CREATES A
TOXIC ENVIRONMENT. WE ARE STRONGLY OPPOSED
TO THIS PROPOSAL!

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

TED HOYT

Name (Please Print)

[Signature]

Signature

3003 CROSSING DR. ANNA, TX 75409

Address

10/4/2022

Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

I am extremely concerned about this metering station location backing up to the south side of our neighborhood (Urban Crossing). There are hidden dangers in this proposal that could affect our entire neighborhood. We need to discuss putting this in another location far

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

Kylee Kelley

Name (Please Print)

Signature

Address

Date

3006 Urban Way, Anna TX 75409

10/4/22

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Reference: Gas Metering Station on lot North Side of future ~~Road~~ Road.
Concerned with storage of toxic chemicals that are flammable so
close to our neighbors and fellow ~~citizens~~ residents of Anna.

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

Billy Hendrix
Name (Please Print)

[Signature]
Signature

3006 Crossing Dr.
Address

10/3/2022
Date

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

THE CITY OF
Anna

ATMOS Metering Station

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

We are opposed to the location and ask
that it be changed to an area further
from our neighborhood (Urban Crossing) due
to environmental and safety concerns as
well as property value concerns.

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

Steve & Kim Sweeney

Name (Please Print)

[Signature]

Signature

3111 Urban Way. Apt 75409

Address

10/4/22

Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

I HAVE LIVE THE LAST 20 YEARS JUST NORTH OF A
CEMENT PLANT, SO I AM FULLY AWAIT OF THE IMPACT TO
THE COMMUNITY, PLEASE DO NOT CAUSE MY RETIREMENT TO
BE THE SAME. PLEASE RELOCATE THE METERING STATION.

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

NICK R GRIFFIN

Name (Please Print)

Nick R Griffin

Signature

3035 URBAN WAY, ANNA, TX

Address

10/04/2022

Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

THIS LOCATION IS INAPPROPRIATE FOR A FACILITY

THAT WILL CONTAIN TOXIC CHEMICALS GENERATE OFFENSIVE
ODORS, AND CYCLING NOISE, I STRONGLY OPPOSE
THIS LOCATION THAT IS WITHIN CLOSE DISTANCE TO OUR
HOUSES.

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

THOMAS LONGMIRE
Name (Please Print)


Signature

3032 CROSSING DR
Address

10/3/2022
Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

*We are opposed to the placement of
the Atmos metering station.*

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

R.G. AND Barbara Urban
Name (Please Print)

Barbara Urban
Signature

3104 Urban Way
Address

10-5-2022
Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Purposed gas meter station is a potential risk to the adjacent neighborhood – Urban Crossings. This type of stations have threat of explosions, odorless and colorless gas leaks including lead poisoning to the natural environment. Radon 222 is a natural radioactive gas that is produced by these kinds of gas metered stations. This type of exposure to our families and children can have a lifetime of horrible health issues. And NO amount of OSHA safety guidelines can guarantee our children's health and safety.

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

RICHARD ESPINOZA
Name (Please Print)

Richard Espinoza
Signature

3106 CROSSING DR. ANNA, TX 75409
Address

10/4/2022
Date

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

Please update address

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

THE CITY OF
Anna

RECEIVED 10/05/2022
DEVELOPMENT SERVICES

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Purposed gas meter station is a potential risk to the adjacent neighborhood – Urban Crossings. This type of stations have threat of explosions, odorless and colorless gas leaks including lead poisoning to the natural environment. Radon 222 is a natural radioactive gas that is produced by these kind of gas metered stations. This type of exposure to our families and children can have a lifetime of horrible health issues. And NO amount of OSHA safety guidelines can guarantee our children health and safety.

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

DEBRA A. ESPINOZA

Name (Please Print)

D. Espinoza

Signature

3106 Crossing Dr. Anna, TX 75409

Address

10/4/2022

Date

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

GAS Metering Station

RECEIVED 10/10/2022
DEVELOPMENT
SERVICES



Please circle one:

In favor of request

Neutral to request

Opposed to request *MA*

Comments:

Creates a hazard within a community if gas and/or chemicals are above ground, especially next to what will become a very busy road on a outside curve of the road. Surely there are safer, more practical locations for this station!

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

Mike Archer

Name (Please Print)

Mike Archer

Signature

3119 CROSSING DR

Address

10/3/22

Date

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Thank you! for the great job the City of Anna has been doing. I believe that as an organized and modern city a natural gas plant shouldn't be close to our homes.

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

Shirley Palacios
Name (Please Print)

[Signature]
Signature

3043 Urban Way Anna, TX
Address

10-04-2022
Date

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



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Villages of Hurricane Creek, North, Block N, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)

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 RECOMMENDATION:

The Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission is scheduled to take action on this item on Monday, November 7, 2022. Staff will provide the Council with an update on their proposed recommendation at Tuesday night's Council meeting.

ATTACHMENTS:

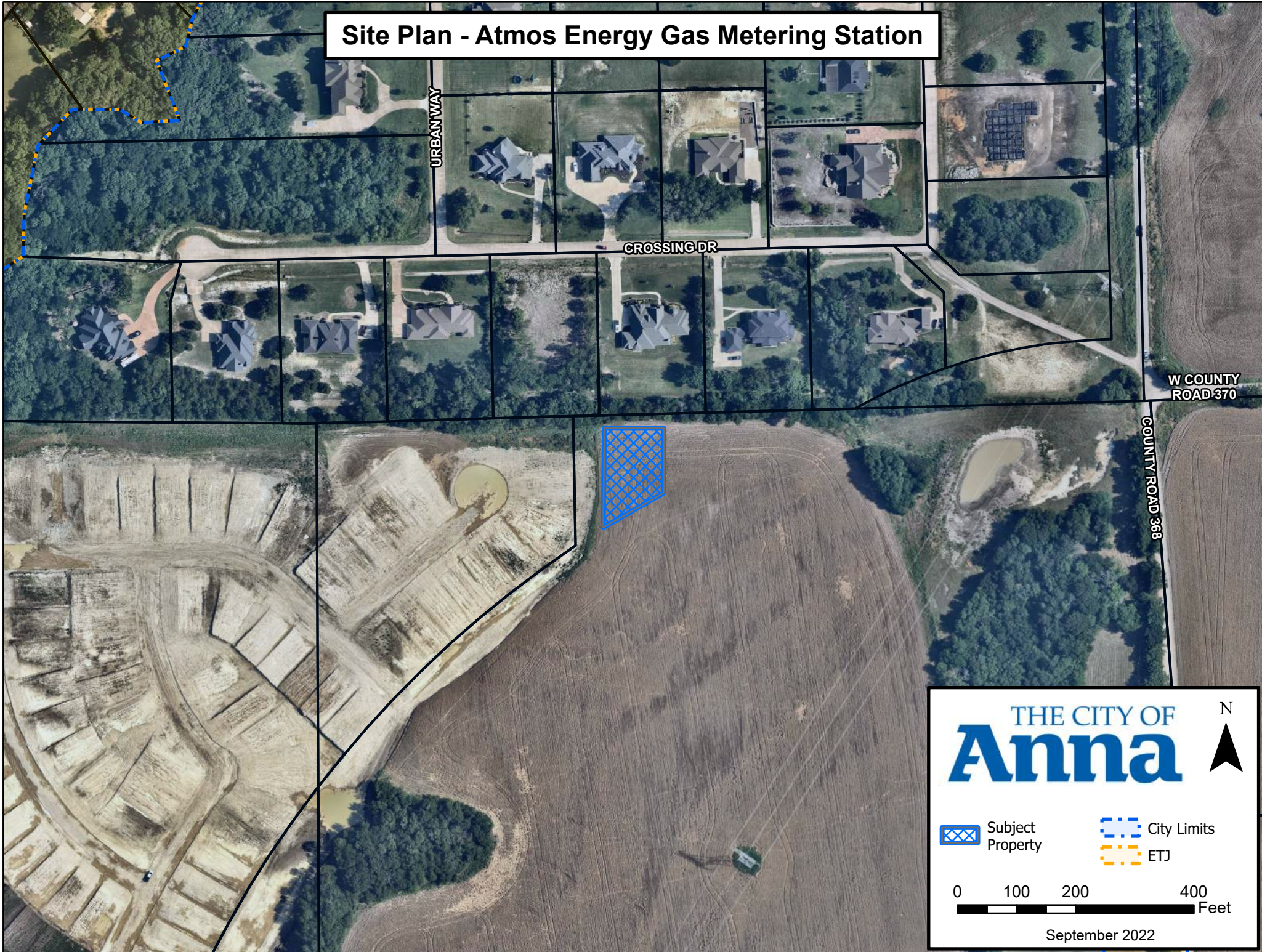
1. Gas Metering Station Site Plan Locator Map
2. RESOLUTION - (SP) Villages of HC Gas Metering Station SUP
3. Exhibit A (SP) Villages of Hurricane Creek - North Gas Metering Station stamped

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Site Plan - Atmos Energy Gas Metering Station



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF VILLAGES OF HURRICANE CREEK, NORTH, BLOCK N, LOT 1X.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, MM Anna 325 LLC, has submitted an application for approval for the site plan of Villages of Hurricane Creek, North, Block N, Lot 1X;

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 Site Plan

The City Council hereby approves the site plan of Villages of Hurricane Creek, North, Block N, Lot 1X attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November 2022.

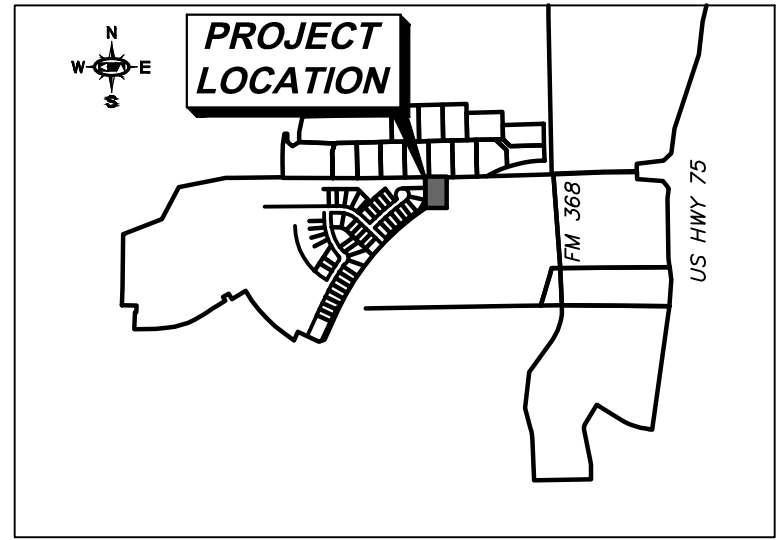
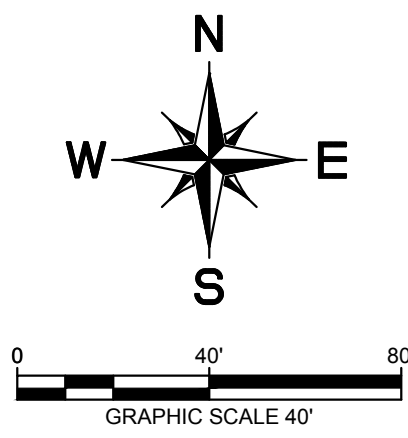
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

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.

APPROVED
NOVEMBER 7, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
NOVEMBER 8, 2022
P&Z COMMISSION
CITY OF ANNA

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: 972-239-3820
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:\WORK\DRAWING\PROJECTS\ANNA\SP-01\SP-01.dwg
Drawn Name: J. TeDESCO

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Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding The Parks of Hurricane Creek, Development Agreement. (Planning Manager Lauren Mecke)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

The applicant is proposing the following masonry standards:

Single-Family Townhome District

First floor, front elevation: 25% masonry

Second floor, front elevation: 15% masonry

Remaining cumulative surface (excluding windows and doors): 10% masonry

Restricted Commercial

Exterior facade visible to the public: 100% masonry

Exterior facade not visible to the public: 60% masonry

The applicant has chosen not to propose construction timelines/deadlines within the development agreement.

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 RECOMMENDATION:

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the zoning request.

ATTACHMENTS:

1. Resolution - DA (The Parks at Hurricane Creek)
2. Final DA (The Parks at Hurricane Creek)

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/2/2022
Approved - 11/2/2022
Final Approval - 11/3/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH CHARLES COVEY – LANDVEST DEVELOPMENT, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR TOWNHOME DISTRICT SUBDIVISION GENERALLY LOCATED ON THE NORTH SIDE OF FARM-TO-MARKET ROAD 455, 3,830± FEET WEST OF STANDRIDGE BOULEVARD

WHEREAS, Charles Covey – LandVest Development, is the Property Owner of real estate generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard; and

WHEREAS, Property Owners desire to rezone the subject property to allow a Townhome District subdivision; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve rezoning the property.

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

The City Council hereby approves the Development Agreement with Charles Covey – LandVest Development attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 8th day of November 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of November 8, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and LandVest Development LLC ("Owner") as follows:

RECITALS

WHEREAS, the Property, as described in Exhibit 1 and depicted on Exhibit 2 (the "Property") is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, Owner has applied to annex and zone the Property to allow for a Planned Development District (PD) that will allow for single-family townhomes built to modified Single-Family Townhome District (SF-TH) development standards and commercial built to modified C-1 Restricted Commercial District (C-1) development standards; and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the event that the Property is annexed and zoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future single-family townhome and commercial developments are appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this Agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

SECTION 1. RECITALS INCORPORATED.

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (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.
- B. With respect to all structures/development within the PD Zoning District, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof.

Single-Family Townhome Buildings (SF-TH)

- A. Except as noted below, the exterior walls (excluding windows and doors) on the first floor front elevation of any structure shall be 25 percent masonry and 15 percent masonry on the second floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 10 percent masonry.
- B. The masonry standards that apply to the front elevation of any residence building as described in subsection A above shall also apply to any exterior walls on any residence buildings that are: (i) adjacent to and face a public right-of-way; or (ii) visible from land located immediately adjacent to a public park, reserved open space, or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.
- C. All other non-masonry surfaces shall be accompanied with a minimum 30-year warranty siding by James Hardie, LP, SmartSide, or similar. This includes trim, fascia, and soffit panels, but does not include decorative columns, corbels, or other architectural embellishments.
- D. A maximum of 10 percent of any exposed exterior wall may consist of exterior insulation and finish system (EIFS).
- E. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- F. Roofs:
 - i. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".
 - ii. Roofing materials of any structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- G. Building articulation: At least four (4) facade articulation techniques are required on each unit to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.
 - i. 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.).

- ii. Balconies.
- iii. Bay windows.
- iv. Covered Entry(ies)
- v. Other techniques for building articulation can be substituted if administratively approved by the administrative official.

H. Fenestration:

- i. Windowless exterior walls that face a travel way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second story facing a travel way.
- ii. Windows shall be in harmony with and proportionate to the rest of the structure.
- iii. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15% or greater.

Nonresidential Buildings (C-1)

- A. The exterior walls (excluding doors, door frames, windows, and window frames) shall use only stone, brick, and/or split face concrete masonry units in the construction of the exterior facade that are visible to the public.
- B. At least 60 percent of exterior façades not visible to the public (excluding doors, door frames, windows, and window frames) are required to be brick or rock veneer.
- C. A maximum of 10 percent of any exposed exterior wall may consist of EIFS
- D. 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.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City: City Manager
City of Anna
120 W. 7th Street
Anna, Texas 75409

To Property Owner: LandVest Development, LLC
704 E. Central Pkwy, Ste 1220
Plano, Texas 75074
Attn: Charles Covey

SECTION 4. MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner, subject to the notice and cure provisions contained in Section 5 herein. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 8th day of November 2022.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies, subject to the cure period contained herein.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The non-defaulting party will additionally have any and all remedies, including without limitation injunctive and specific performance, available to it at equity or in law (but expressly excluding special, consequential, or punitive damages).

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably

requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS 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 INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO

INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY 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 AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' 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 design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties regarding the subject matter hereto.

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

If any provision of this Agreement is held not valid, such provision will be deemed to be excised there from and the invalidity thereof will not affect any of the other provisions contained herein.

SECTION 13. ESTOPPEL.

On or before 45 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. 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. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND

OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED OR OTHERWISE PROPOSED BY OWNER.

SECTION 16. EFFECTIVE DATE.

This Agreement will be effective upon the Effective Date first stated herein.

[signature page follows]

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF COLLIN

Before me, the undersigned notary public, on the ____ day of _____, 2022, appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

LandVest Development LLC,
a Texas limited liability company

By: _____
Charles Covey, its Manager

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned notary public, on the ____ day of _____ 2022, appeared Charles Covey known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as manager of LandVest Development LLC, a Texas limited liability company and further verified under oath that he has authority to sign on behalf of and bind said limited liability company.

Notary Public, State of Texas

EXHIBIT “1”
PROPERTY DESCRIPTION

DRAFT

EXHIBIT “2”
CONCEPT PLAN

DRAFT



Item No. 7.d.

City Council Agenda
Staff Report

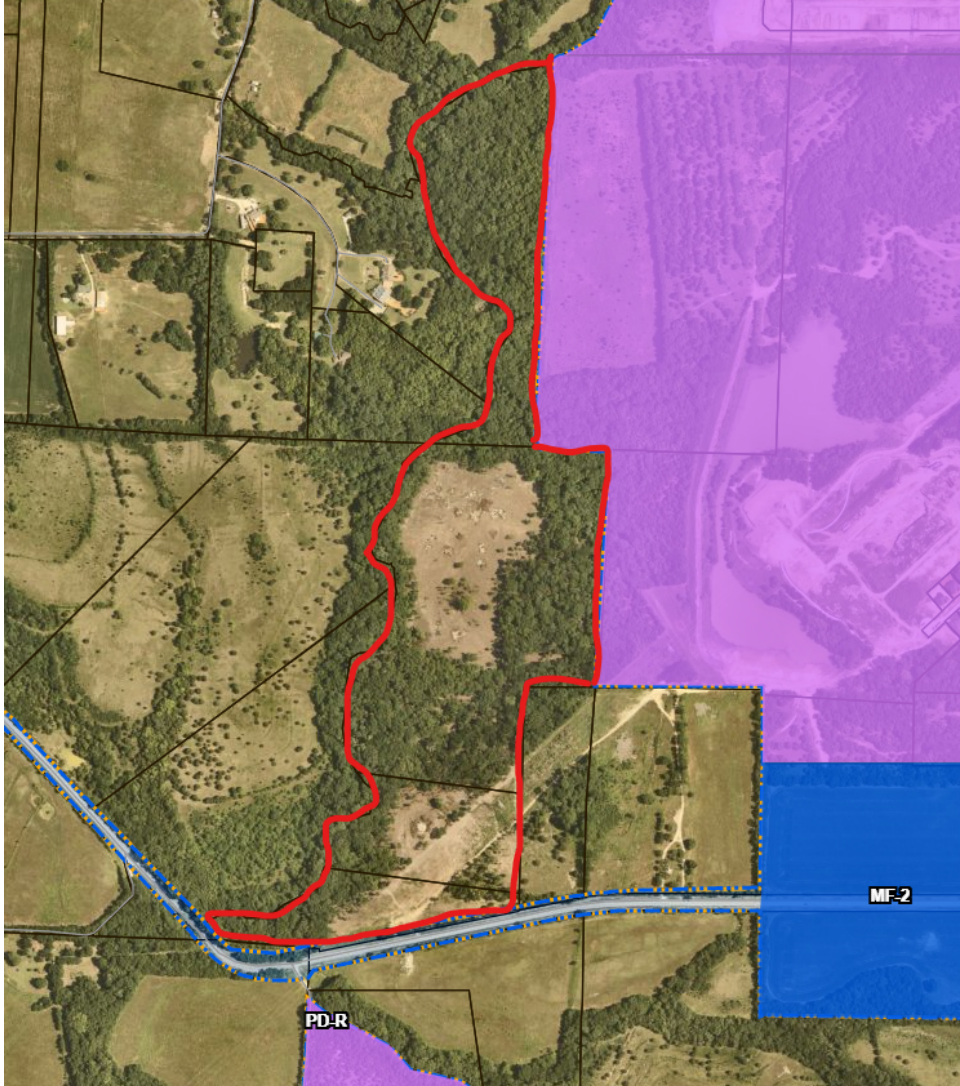
Meeting Date: 11/8/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving an Agreement regarding services including a plan for municipal services regarding 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. (Planning Manager Lauren Mecke)

SUMMARY:

Charles Covey - LandVest Development has submitted a petition to annex 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. The Agreement for Services is required by state law prior to approval of annexation.



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 RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Resolution (Service Agreement) Parks at Hurricane Creek

2. Exhibit A (Metes & Bounds) Parks at HC
3. Exhibit B (Service Plan-Agreement) Parks at HC

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 78.0± ACRE TRACT OF LAND

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, on or about August 8, 2022, the respective owners submitted a written request to the City for annexation of a tract of land into the corporate limits of the City (the “Annexation Tract”); and

WHEREAS, the Annexation Tract is a 77.87± acres tract of land situated in the John M. Kincade Survey, Abstract No. 509, and John M. Kincade Survey, Abstract No. 510, Collin County, Texas, conveyed to LandVest Partners, LLC, recorded in County Clerk’s file No. 20220228000319240, official public records, Collin County, Texas; and

WHEREAS, the Annexation Tract is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the owners of the Annexation Tract have executed a conditional written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 (the “Conditional Agreement”) and said agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the Conditional Agreement is conditioned on the City of Anna City Council (the “City Council”) adopting an ordinance annexing the Annexation Tract described above on or before the 8th day of November 2022 and if the City Council does not adopt such ordinance on or before said date then the Conditional Agreement shall be null and void in its entirety; and

WHEREAS, the City desires to adopt and enter into the Conditional Agreement; provided, however, that the Conditional Agreement shall not require the City Council to annex the Annexation Tract;

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

SECTION 1. The recitals set forth above are hereby incorporated in this resolution as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves and enters into the Conditional Agreement and authorizes the City Manager to execute said agreement on behalf of the City.

SECTION 3. This resolution shall become effective immediately upon the date and time of its adoption and it is accordingly so resolved.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 8TH DAY OF NOVEMBER 2022.

CITY OF ANNA, TEXAS

NATE PIKE
MAYOR

ATTEST:

CARRIE L. LAND
CITY SECRETARY

EXHIBIT A METES AND BOUNDS DESCRIPTION

TRACT 1

BEING a 77.87 Acre Tract of land out of the John M. Kincade Survey, Abstract 510, and the John M. Kincade Survey, Abstract 509, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Southeast Corner in the North Right-of-Way line of West Farm to Market Road 455, as described in Volume 372, Page 243, Deed Records of Collin County, Texas, same being the Southwest Corner of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas;

THENCE South 77°36'45" West – 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East – 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West – 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

THENCE North 43°45'41" West – 122.49 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point for a Corner;

THENCE along the meanderings of Hurricane Creek as follows:

North 63°48'23" East – 140.02 feet; South 75°15'51" East – 49.90 feet;

South 57°40'00" East – 44.20 feet; North 89°44'36" East – 107.41 feet;

North 48°55'48" East – 103.32 feet; North 64°54'23" East – 74.46 feet;

North 62°17'41" East – 124.25 feet; North 14°37'26" East – 95.67 feet;

North 32°25'00" East – 54.23 feet; North 12°35'00" West – 51.32 feet;

North 9°33'43" West – 110.71 feet; North 32°08'42" East – 77.87 feet;

South 83°41'15" East – 102.37 feet; North 73°44'18" East – 93.90 feet;

North 16°23'10" East – 115.20 feet; North 52°46'50" East – 88.53 feet;

North 35°10'33" West – 93.83 feet; North 22°53'55" West – 103.54 feet;

North 8°10'48" West – 94.81 feet; North 6°41'57" East – 127.38 feet;

North 1°01'25" West – 93.69 feet; North 7°54'12" East – 133.31 feet;

North 54°07'56" East – 46.44 feet; North 77°55'56" East – 76.64 feet;

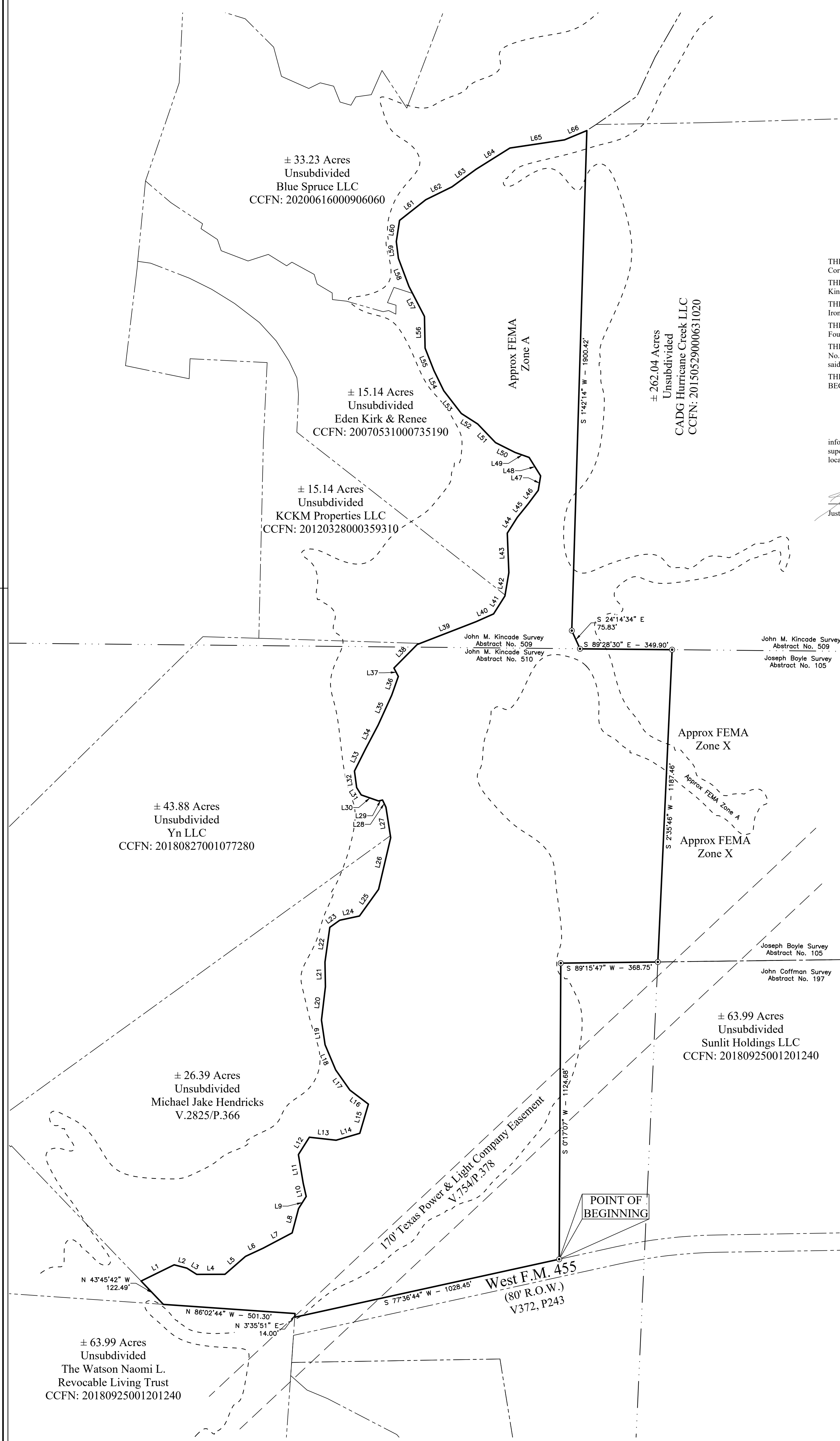
North 35°34'33" East – 124.65 feet; North 13°10'24" East – 201.43;
 North 8°46'59" West – 117.12 feet; North 25°51'32" West – 30.29 feet;
 South 76°28'11" West – 15.45 feet; North 70°48'07" West – 69.74 feet;
 North 31°28'46" West – 33.06 feet; North 7°42'30" West – 63.04 feet;
 North 26°34'17" East – 95.71 feet; North 27°46'49" East – 100.83 feet;
 North 24°27'13" East – 124.78 feet; North 19°30'51" East – 75.28 feet;
 North 27°13'41" West – 36.27 feet; North 44°39'26" East – 125.27;
 North 68°45'18" East – 240.64; North 66°00'29" East – 72.36 feet;
 North 32°19'15" East – 80.62 feet; North 9°29'39" East – 89.76 feet;
 North 2°15'58" West – 150.07 feet; North 32°04'56" East – 70.96 feet;
 North 38°59'00" East – 64.23 feet; North 36°54'37" East – 65.70 feet;
 North 9°17'24" East – 55.85 feet; North 31°59'29" West – 82.42 feet;
 North 70°19'07" West – 56.76 feet; North 63°13'35" West – 83.18 feet;
 North 43°48'05" West – 97.72 feet; North 57°26'30" West – 73.98 feet;
 North 37°46'16" West – 109.38 feet; North 25°54'03" West – 85.00 feet;
 North 21°38'07" West – 91.88 feet; North 1°04'42" West – 120.37 feet;
 North 27°24'32" West – 128.59 feet; North 20°33'50" West – 113.81 feet;
 North 7°00'29" West – 64.14 feet; North 8°40'57" East – 81.41 feet;
 North 51°45'31" East – 126.70 feet; North 63°47'35" East – 111.19 feet;
 North 53°45'52" East – 113.07 feet; North 57°55'42" East – 151.71 feet;
 North 81°30'03" East – 209.84 feet; North 67°16'36" East – 92.02 feet to a Point for a Corner in
 the West line of a 262.04 Acre Tract of land described in County Clerk File No.
 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest
 Corner of said 262.04 Acre Tract;
 THENCE South 1°42'14" West – 1900.42 feet along the West line of said 262.04 Acre Tract to
 a 1/2 Inch Iron Rod Found for a Corner;
 THENCE South 24°14'34" East – 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the
 North line of said John M. Kincade Survey, Abstract 510;
 THENCE South 89°28'30" East – 349.90 feet along the North line of said John M. Kincade
 Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West –1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West –368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West –1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

VICINITY MAP



BEING a 77.87 Acre Tract of land out of the John M. Kincaide Survey, Abstract 510, and the John M. Kincaide Survey, Abstract 509, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Southeast Corner in the North Right-of-Way line of West Farm to Market Road 455, as described in Volume 372, Page 243, Deed Records of Collin County, Texas, same being the Southwest Corner of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas;

THENCE South 77°36'45" West - 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East - 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West - 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

THENCE North 43°45'41" West - 122.49 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point for a Corner;

THENCE along the meanderings of Hurricane Creek as follows:

North 63°48'23" East - 140.02 feet; South 75°15'51" East - 49.90 feet;

South 57°40'00" East - 44.20 feet; North 89°44'36" East - 107.41 feet;

North 48°55'48" East - 103.32 feet; North 64°54'23" East - 74.46 feet;

North 62°17'41" East - 124.25 feet; North 14°37'26" East - 95.67 feet;

North 32°25'00" East - 54.23 feet; North 12°35'00" West - 51.32 feet;

North 9°33'43" West - 110.71 feet; North 32°08'42" East - 77.87 feet;

South 83°41'15" East - 102.37 feet; North 73°44'18" East - 93.90 feet;

North 16°23'10" East - 115.20 feet; North 52°46'50" East - 88.53 feet;

North 35°10'33" West - 93.83 feet; North 22°53'55" West - 103.54 feet;

North 8°10'48" West - 94.81 feet; North 6°41'57" East - 127.38 feet;

North 1°01'25" West - 93.69 feet; North 7°54'12" East - 133.31 feet;

North 54°07'56" East - 46.44 feet; North 77°55'56" East - 76.64 feet;

North 35°34'33" East - 124.65 feet; North 13°10'24" East - 201.43;

North 8°46'59" West - 117.12 feet; North 25°51'32" West - 30.29 feet;

South 76°28'11" West - 15.45 feet; North 70°48'07" West - 69.74 feet;

North 31°28'46" West - 33.06 feet; North 7°42'30" West - 63.04 feet;

North 26°34'17" East - 95.71 feet; North 27°46'49" East - 100.83 feet;

North 24°27'13" East - 124.78 feet; North 19°30'51" East - 75.28 feet;

North 27°13'41" West - 36.27 feet; North 44°39'26" East - 125.27;

North 68°45'18" East - 240.64; North 66°00'29" East - 72.36 feet;

North 32°19'15" East - 80.62 feet; North 9°29'39" East - 89.76 feet;

North 2°15'58" West - 150.07 feet; North 32°04'56" East - 70.96 feet;

North 38°59'00" East - 64.23 feet; North 36°54'37" East - 65.70 feet;

North 9°17'24" East - 55.85 feet; North 31°59'29" West - 82.42 feet;

North 70°19'07" West - 56.76 feet; North 63°13'35" West - 83.18 feet;

North 43°48'05" West - 97.72 feet; North 57°26'30" West - 73.98 feet;

North 37°46'16" West - 109.38 feet; North 25°54'03" West - 85.00 feet;

North 21°38'07" West - 91.88 feet; North 1°04'42" West - 120.37 feet;

North 27°24'32" West - 128.59 feet; North 20°33'50" West - 113.81 feet;

North 7°00'29" West - 64.14 feet; North 8°40'57" East - 81.41 feet;

North 51°45'31" East - 126.70 feet; North 63°47'35" East - 111.19 feet;

North 53°45'52" East - 113.07 feet; North 57°55'42" East - 151.71 feet;

North 81°30'03" East - 209.84 feet; North 67°16'36" East - 92.02 feet to a Point for a Corner in the West line of a 262.04 Acre Tract of land described in County Clerk File No. 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest Corner of said 262.04 Acre Tract;

THENCE South 1°42'14" West - 1900.42 feet along the West line of said 262.04 Acre Tract to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 24°14'34" East - 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the North line of said John M. Kincaide Survey, Abstract 510;

THENCE South 89°28'30" East - 349.90 feet along the North line of said John M. Kincaide Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West - 1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West - 368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West - 1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

Certificate

I do hereby certify to **Landvest Partners LLC**, that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **2nd day of June, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X and A as according to the Flood Insurance Rate Map Panel 48085C01553 with an effective date 06/02/2009

Justin W. Cantwell, RPLS 6331

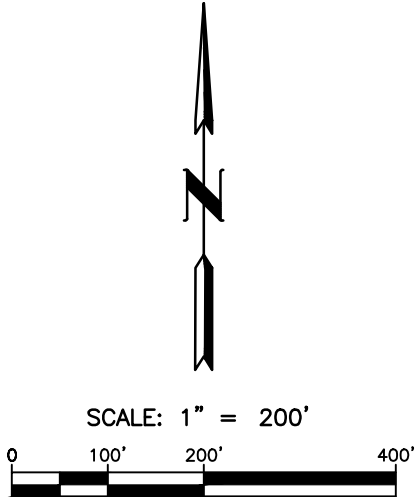


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 63°48'22" E	140.02'
L2	S 75°15'52" E	49.90'
L3	S 57°40'01" E	44.20'
L4	N 89°44'35" E	107.41'
L5	N 48°55'47" E	103.32'
L6	N 64°54'22" E	74.46'
L7	N 62°17'40" E	124.25'
L8	N 14°37'25" E	95.67'
L9	N 32°24'59" E	54.23'
L10	N 12°35'01" W	51.32'
L11	N 9°33'44" W	110.71'
L12	N 32°08'41" E	77.87'
L13	S 83°41'16" E	102.37'
L14	N 73°44'17" E	93.90'
L15	N 16°23'09" E	115.20'
L16	N 52°46'51" W	88.53'
L17	N 35°10'34" W	93.83'
L18	N 22°53'56" W	103.54'
L19	N 8°10'49" W	94.81'
L20	N 6°41'56" E	127.38'
L21	N 1°01'26" W	93.69'
L22	N 7°54'11" E	133.31'
L23	N 54°07'55" E	46.44'
L24	N 77°55'55" E	76.64'
L25	N 35°34'32" E	124.65'
L26	N 13°10'23" E	201.43'
L27	N 8°47'00" W	117.12'
L28	N 25°51'33" W	30.29'
L29	S 76°28'10" W	15.45'
L30	N 70°48'08" W	69.74'
L31	N 31°28'47" W	33.06'
L32	N 7°42'31" W	63.04'
L33	N 26°34'16" E	95.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L34	N 27°46'48" E	100.83'
L35	N 24°27'12" E	124.78'
L36	N 19°30'50" E	75.28'
L37	N 27°13'42" W	36.27'
L38	N 44°39'25" E	125.27'
L39	N 68°45'17" E	240.64'
L40	N 66°00'28" E	72.36'
L41	N 32°19'14" E	80.62'
L42	N 9°29'38" E	89.76'
L43	N 2°15'59" W	150.07'
L44	N 32°04'55" E	70.96'
L45	N 38°58'59" E	64.23'
L46	N 36°54'36" E	65.70'
L47	N 9°17'23" E	55.85'
L48	N 31°59'30" W	82.42'
L49	N 70°19'08" W	56.76'
L50	N 63°13'36" W	83.18'
L51	N 43°48'06" W	97.72'
L52	N 57°26'31" W	73.98'
L53	N 37°46'17" W	109.38'
L54	N 25°54'04" W	85.00'
L55	N 21°38'08" W	91.88'
L56	N 1°04'43" W	120.37'
L57	N 27°24'33" W	128.59'
L58	N 20°33'51" W	113.81'
L59	N 7°00'30" W	64.14'
L60	N 8°40'56" E	81.41'
L61	N 51°45'30" E	126.70'
L62	N 63°47'34" E	111.19'
L63	N 53°45'51" E	113.07'
L64	N 57°55'41" E	151.71'
L65	N 81°30'02" E	209.84'
L66	N 67°16'35" E	92.02'

LEGEND

- Found 1/2" Iron Rod
- Plat Limits
- Adjoiner Lot Line
- Easement Line - As Described
- FEMA FLOOD 100 YEAR
- City Limits Line
- Right-of-Way
- County Clerk File No.
- Volume/Page



BOUNDARY SURVEY

Hurricane Creek
TOTAL ±77.87 ACRES
Anna, Collin County, Texas
June, 2nd 2022

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 8th day of November, 2022 by and between LandVest Development, LLC, and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

The Parks at Hurricane Creek. 78.0± acres. Generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard.

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above on or before the 8th day of November, 2022. If the City Council does not adopt such ordinance on or before said date then this Agreement shall be null and void in its entirety. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly

annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

Owner(s):

LandVest Development, LLC
a Texas Limited Liability Company

LandVest Development, LLC
a Texas Limited Liability Company
Its Manager

By: _____
Name: Charles Covey
Title: President

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____ as owner of _____.

Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____,
2022, by Jim Proce as representative of the City of Anna.

Notary Public, State of Texas



Item No. 7.e.

City Council Agenda
Staff Report

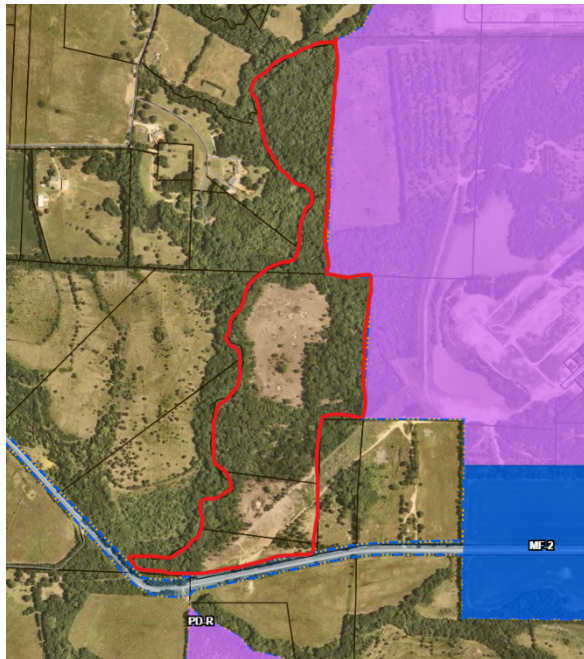
Meeting Date: 11/8/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding annexation of 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard. (Planning Manager Lauren Mecke)

SUMMARY:

Charles Covey - LandVest Development has submitted a petition to annex 78.0± acres of land generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard.



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 RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

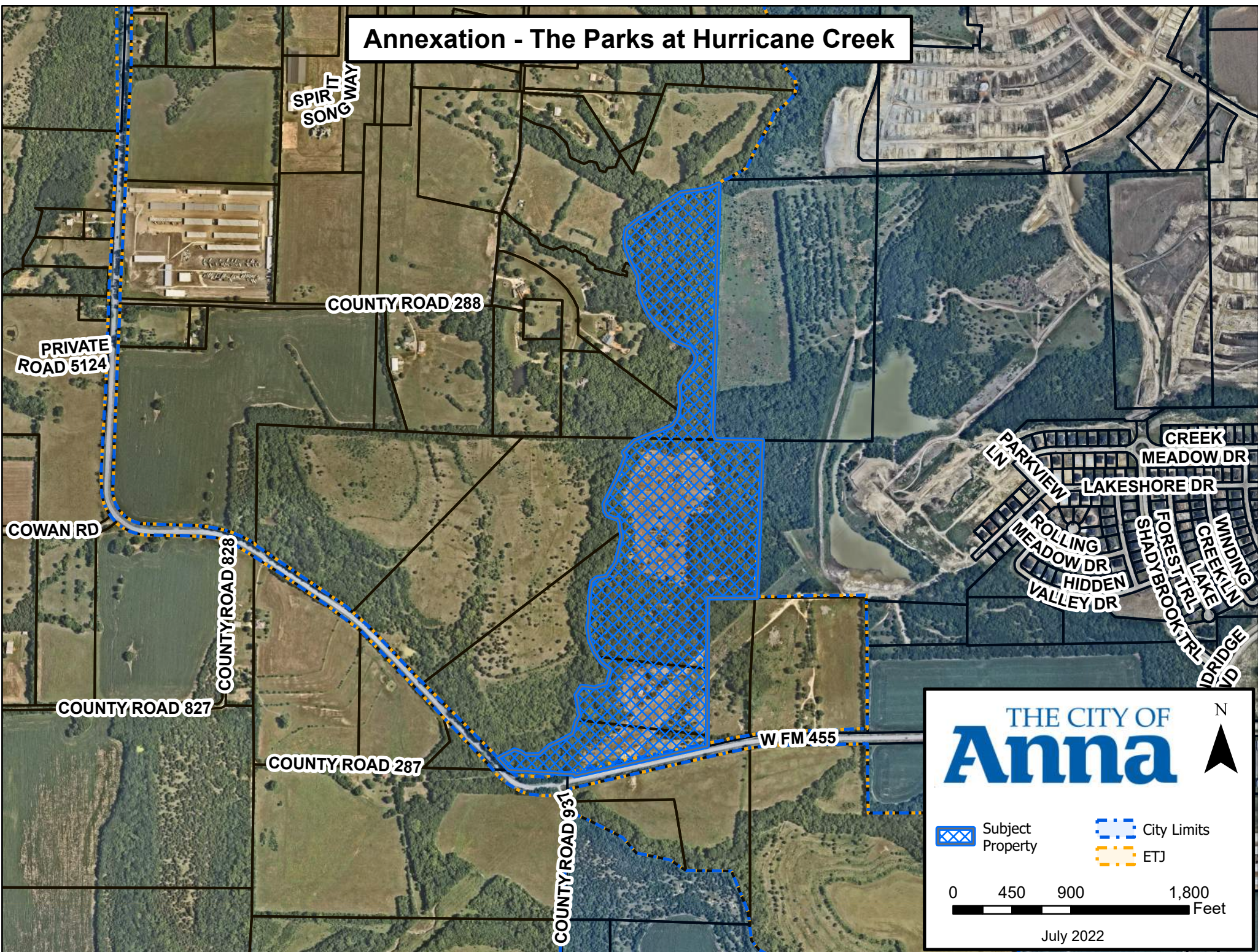
1. The Parks at Hurricane Creek Annexation Locator Map
2. Ordinance (Annexation) Parks at Hurricane Creek
3. Exhibit A (Metes & Bounds) Parks at HC
4. Exhibit B (Service Plan-Agreement) Parks at HC

APPROVALS:

Lauren Mecke, Planning Manager
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Annexation - The Parks at Hurricane Creek



THE CITY OF
Anna

N

0 450 900 1,800 Feet

July 2022

Subject Property City Limits ETJ

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID MUNICIPALITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID MUNICIPAL CORPORATE LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY AS SET FORTH HEREIN; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the City’s annexation of following described territory, to wit: a 77.87± acres tract of land situated in the John M. Kincade Survey, Abstract No. 509, and John M. Kincade Survey, Abstract No. 510, Collin County, Texas, conveyed to LandVest Partners, LLC, recorded in County Clerk’s file No. 20220228000319240, official public records, Collin County, Texas; and

WHEREAS, the land being annexed under this ordinance (the “Annexation Tract”) is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the Annexation Tract is wholly located with the City’s extraterritorial jurisdiction; and

WHEREAS, on or about August 8, 2022, the respective owners of the Annexation Tract submitted a written request to the City for annexation of said tract into the corporate limits of the City and the City and said owners have entered into a written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 and said written agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the City timely published notice and held a public hearing on this annexation at a duly noticed public meeting in accordance with the laws of this state;

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

SECTION 1. The recitals set forth above are hereby incorporated in this ordinance as if set forth in full for all purposes.

SECTION 2. The Annexation Tract is hereby annexed into the corporate boundary limits of the City of Anna, Collin County, Texas, and that said corporate boundary limits of the City of Anna be and the same are hereby extended to include the above described territory within the corporate limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter as set forth be entitled to all the rights and privileges of other similarly situated citizens of the City of Anna and they shall be bound by the acts, ordinances, resolutions, regulations and all other legal acts of said city.

SECTION 3. The official map and boundaries of the City of Anna are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation and the City Manager is directed to take all actions necessary to make said changes to the official boundary map of the City.

SECTION 4. The City Secretary is hereby directed to file a certified copy of this ordinance and the amended official boundary map referenced in Section 3 with the with the County Clerk of Collin, Texas and the Texas Comptroller's Office.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

SECTION 6. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 7. This ordinance shall become effective immediately upon the date and time of its adoption and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 8TH DAY OF NOVEMBER, 2022.

CITY OF ANNA, TEXAS

NATE PIKE, MAYOR

ATTEST:

CARRIE L. LAND, CITY SECRETARY

EXHIBIT A METES AND BOUNDS DESCRIPTION

TRACT 1

BEING a 77.87 Acre Tract of land out of the John M. Kincade Survey, Abstract 510, and the John M. Kincade Survey, Abstract 509, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Southeast Corner in the North Right-of-Way line of West Farm to Market Road 455, as described in Volume 372, Page 243, Deed Records of Collin County, Texas, same being the Southwest Corner of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas;

THENCE South 77°36'45" West – 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East – 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West – 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

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North 63°48'23" East – 140.02 feet; South 75°15'51" East – 49.90 feet;

South 57°40'00" East – 44.20 feet; North 89°44'36" East – 107.41 feet;

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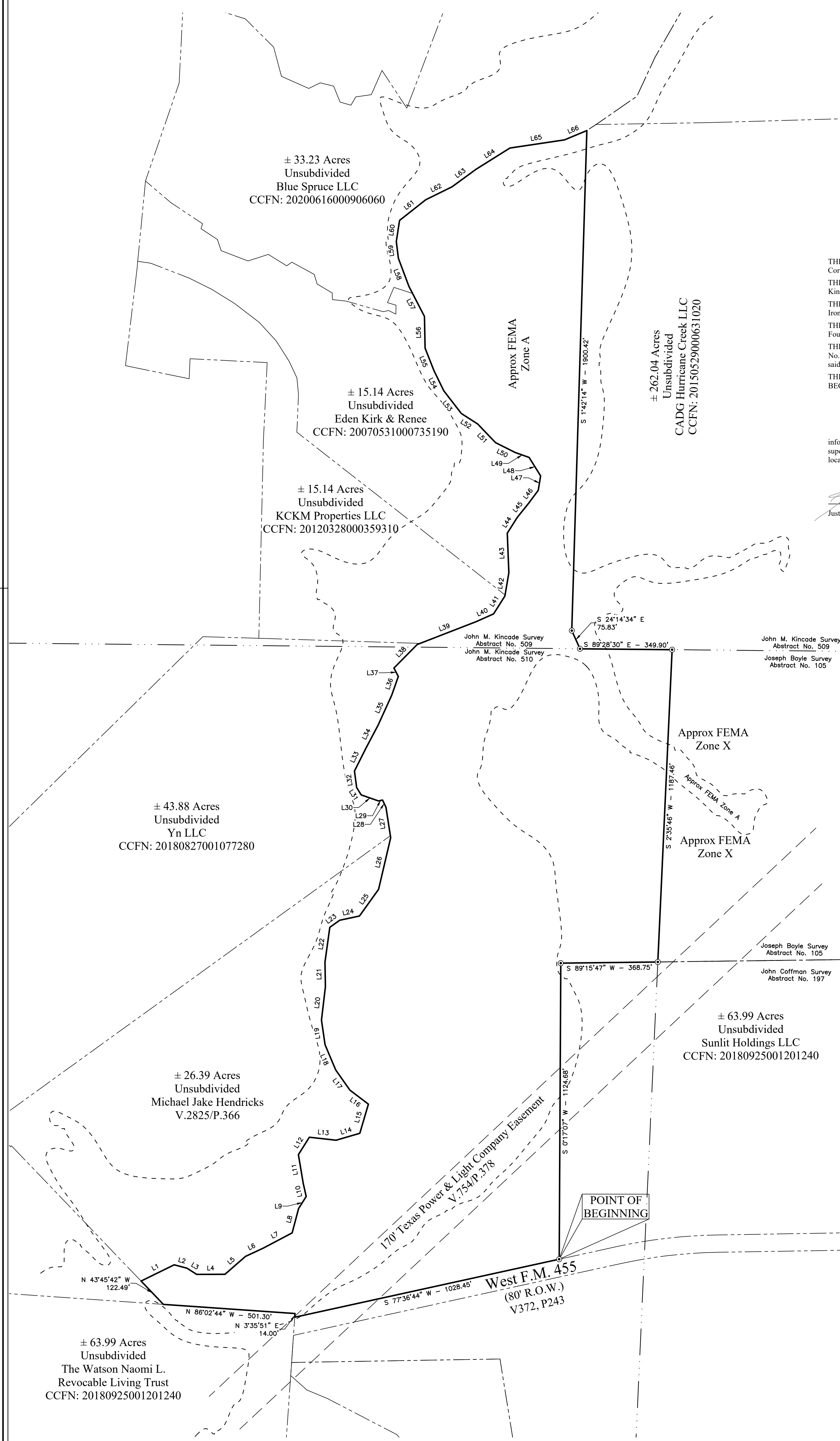
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 North 8°46'59" West – 117.12 feet; North 25°51'32" West – 30.29 feet;
 South 76°28'11" West – 15.45 feet; North 70°48'07" West – 69.74 feet;
 North 31°28'46" West – 33.06 feet; North 7°42'30" West – 63.04 feet;
 North 26°34'17" East – 95.71 feet; North 27°46'49" East – 100.83 feet;
 North 24°27'13" East – 124.78 feet; North 19°30'51" East – 75.28 feet;
 North 27°13'41" West – 36.27 feet; North 44°39'26" East – 125.27;
 North 68°45'18" East – 240.64; North 66°00'29" East – 72.36 feet;
 North 32°19'15" East – 80.62 feet; North 9°29'39" East – 89.76 feet;
 North 2°15'58" West – 150.07 feet; North 32°04'56" East – 70.96 feet;
 North 38°59'00" East – 64.23 feet; North 36°54'37" East – 65.70 feet;
 North 9°17'24" East – 55.85 feet; North 31°59'29" West – 82.42 feet;
 North 70°19'07" West – 56.76 feet; North 63°13'35" West – 83.18 feet;
 North 43°48'05" West – 97.72 feet; North 57°26'30" West – 73.98 feet;
 North 37°46'16" West – 109.38 feet; North 25°54'03" West – 85.00 feet;
 North 21°38'07" West – 91.88 feet; North 1°04'42" West – 120.37 feet;
 North 27°24'32" West – 128.59 feet; North 20°33'50" West – 113.81 feet;
 North 7°00'29" West – 64.14 feet; North 8°40'57" East – 81.41 feet;
 North 51°45'31" East – 126.70 feet; North 63°47'35" East – 111.19 feet;
 North 53°45'52" East – 113.07 feet; North 57°55'42" East – 151.71 feet;
 North 81°30'03" East – 209.84 feet; North 67°16'36" East – 92.02 feet to a Point for a Corner in
 the West line of a 262.04 Acre Tract of land described in County Clerk File No.
 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest
 Corner of said 262.04 Acre Tract;
 THENCE South 1°42'14" West – 1900.42 feet along the West line of said 262.04 Acre Tract to
 a 1/2 Inch Iron Rod Found for a Corner;
 THENCE South 24°14'34" East – 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the
 North line of said John M. Kincade Survey, Abstract 510;
 THENCE South 89°28'30" East – 349.90 feet along the North line of said John M. Kincade
 Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West –1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West –368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West –1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

VICINITY MAP



BEING a 77.87 Acre Tract of land out of the John M. Kincaide Survey, Abstract 510, and the John M. Kincaide Survey, Abstract 509, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Southeast Corner in the North Right-of-Way line of West Farm to Market Road 455, as described in Volume 372, Page 243, Deed Records of Collin County, Texas, same being the Southwest Corner of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas;

THENCE South 77°36'45" West - 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East - 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West - 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

THENCE North 43°45'41" West - 122.49 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point for a Corner;

THENCE along the meanderings of Hurricane Creek as follows:

North 63°48'23" East - 140.02 feet; South 75°15'51" East - 49.90 feet;

South 57°40'00" East - 44.20 feet; North 89°44'36" East - 107.41 feet;

North 48°55'48" East - 103.32 feet; North 64°54'23" East - 74.46 feet;

North 62°17'41" East - 124.25 feet; North 14°37'26" East - 95.67 feet;

North 32°25'00" East - 54.23 feet; North 12°35'00" West - 51.32 feet;

North 9°33'43" West - 110.71 feet; North 32°08'42" East - 77.87 feet;

South 83°41'15" East - 102.37 feet; North 73°44'18" East - 93.90 feet;

North 16°23'10" East - 115.20 feet; North 52°46'50" East - 88.53 feet;

North 35°10'33" West - 93.83 feet; North 22°53'55" West - 103.54 feet;

North 8°10'48" West - 94.81 feet; North 6°41'57" East - 127.38 feet;

North 1°01'25" West - 93.69 feet; North 7°54'12" East - 133.31 feet;

North 54°07'56" East - 46.44 feet; North 77°55'56" East - 76.64 feet;

North 35°34'33" East - 124.65 feet; North 13°10'24" East - 201.43;

North 8°46'59" West - 117.12 feet; North 25°51'32" West - 30.29 feet;

South 76°28'11" West - 15.45 feet; North 70°48'07" West - 69.74 feet;

North 31°28'46" West - 33.06 feet; North 7°42'30" West - 63.04 feet;

North 26°34'17" East - 95.71 feet; North 27°46'49" East - 100.83 feet;

North 24°27'13" East - 124.78 feet; North 19°30'51" East - 75.28 feet;

North 27°13'41" West - 36.27 feet; North 44°39'26" East - 125.27;

North 68°45'18" East - 240.64; North 66°00'29" East - 72.36 feet;

North 32°19'15" East - 80.62 feet; North 9°29'39" East - 89.76 feet;

North 2°15'58" West - 150.07 feet; North 32°04'56" East - 70.96 feet;

North 38°59'00" East - 64.23 feet; North 36°54'37" East - 65.70 feet;

North 9°17'24" East - 55.85 feet; North 31°59'29" West - 82.42 feet;

North 70°19'07" West - 56.76 feet; North 63°13'35" West - 83.18 feet;

North 43°48'05" West - 97.72 feet; North 57°26'30" West - 73.98 feet;

North 37°46'16" West - 109.38 feet; North 25°54'03" West - 85.00 feet;

North 21°38'07" West - 91.88 feet; North 1°04'42" West - 120.37 feet;

North 27°24'32" West - 128.59 feet; North 20°33'50" West - 113.81 feet;

North 7°00'29" West - 64.14 feet; North 8°40'57" East - 81.41 feet;

North 51°45'31" East - 126.70 feet; North 63°47'35" East - 111.19 feet;

North 53°45'52" East - 113.07 feet; North 57°55'42" East - 151.71 feet;

North 81°30'03" East - 209.84 feet; North 67°16'36" East - 92.02 feet to a Point for a Corner in the West line of a 262.04 Acre Tract of land described in County Clerk File No. 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest Corner of said 262.04 Acre Tract;

THENCE South 1°42'14" West - 1900.42 feet along the West line of said 262.04 Acre Tract to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 24°14'34" East - 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the North line of said John M. Kincaide Survey, Abstract 510;

THENCE South 89°28'30" East - 349.90 feet along the North line of said John M. Kincaide Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West - 1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West - 368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West - 1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

Certificate

I do hereby certify to **Landvest Partners LLC**, that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **2nd day of June, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X and A as according to the Flood Insurance Rate Map Panel 48085C01553 with an effective date 06/02/2009

Justin W. Cantwell, RPLS 6331

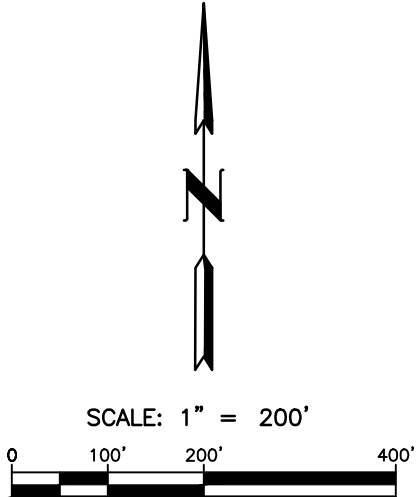


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 63°48'22" E	140.02'
L2	S 75°15'52" E	49.90'
L3	S 57°40'01" E	44.20'
L4	N 89°44'35" E	107.41'
L5	N 48°55'47" E	103.32'
L6	N 64°54'22" E	74.46'
L7	N 62°17'40" E	124.25'
L8	N 14°37'25" E	95.67'
L9	N 32°24'59" E	54.23'
L10	N 12°35'01" W	51.32'
L11	N 9°33'44" W	110.71'
L12	N 32°08'41" E	77.87'
L13	S 83°41'16" E	102.37'
L14	N 73°44'17" E	93.90'
L15	N 16°23'09" E	115.20'
L16	N 52°46'51" W	88.53'
L17	N 35°10'34" W	93.83'
L18	N 22°53'56" W	103.54'
L19	N 8°10'49" W	94.81'
L20	N 6°41'56" E	127.38'
L21	N 1°01'26" W	93.69'
L22	N 7°54'11" E	133.31'
L23	N 54°07'55" E	46.44'
L24	N 77°55'55" E	76.64'
L25	N 35°34'32" E	124.65'
L26	N 13°10'23" E	201.43'
L27	N 8°47'00" W	117.12'
L28	N 25°51'33" W	30.29'
L29	S 76°28'10" W	15.45'
L30	N 70°48'08" W	69.74'
L31	N 31°28'47" W	33.06'
L32	N 7°42'31" W	63.04'
L33	N 26°34'16" E	95.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L34	N 27°46'48" E	100.83'
L35	N 24°27'12" E	124.78'
L36	N 19°30'50" E	75.28'
L37	N 27°13'42" W	36.27'
L38	N 44°39'25" E	125.27'
L39	N 68°45'17" E	240.64'
L40	N 66°00'28" E	72.36'
L41	N 32°19'14" E	80.62'
L42	N 9°29'38" E	89.76'
L43	N 2°15'59" W	150.07'
L44	N 32°04'55" E	70.96'
L45	N 38°58'59" E	64.23'
L46	N 36°54'36" E	65.70'
L47	N 9°17'23" E	55.85'
L48	N 31°59'30" W	82.42'
L49	N 70°19'08" W	56.76'
L50	N 63°13'36" W	83.18'
L51	N 43°48'06" W	97.72'
L52	N 57°26'31" W	73.98'
L53	N 37°46'17" W	109.38'
L54	N 25°54'04" W	85.00'
L55	N 21°38'08" W	91.88'
L56	N 1°04'43" W	120.37'
L57	N 27°24'33" W	128.59'
L58	N 20°33'51" W	113.81'
L59	N 7°00'30" W	64.14'
L60	N 8°40'56" E	81.41'
L61	N 51°45'30" E	126.70'
L62	N 63°47'34" E	111.19'
L63	N 53°45'51" E	113.07'
L64	N 57°55'41" E	151.71'
L65	N 81°30'02" E	209.84'
L66	N 67°16'35" E	92.02'

LEGEND

- Found 1/2" Iron Rod
- Plat Limits
- Adjoiner Lot Line
- Easement Line - As Described
- FEMA FLOOD 100 YEAR
- City Limits Line
- Right-of-Way
- County Clerk File No.
- Volume/Page



BOUNDARY SURVEY

Hurricane Creek
TOTAL ±77.87 ACRES
Anna, Collin County, Texas
June, 2nd 2022

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 8th day of November, 2022 by and between LandVest Development, LLC, and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

The Parks at Hurricane Creek. 78.0± acres. Generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard.

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above on or before the 8th day of November, 2022. If the City Council does not adopt such ordinance on or before said date then this Agreement shall be null and void in its entirety. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly

annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

Owner(s):

LandVest Development, LLC
a Texas Limited Liability Company

LandVest Development, LLC
a Texas Limited Liability Company
Its Manager

By: _____
Name: Charles Covey
Title: President

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____ as owner of _____.

Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____,
2022, by Jim Proce as representative of the City of Anna.

Notary Public, State of Texas



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance 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. (Planning Manager Lauren Mecke).

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 RECOMMENDATION:**

The Planning & Zoning Commission recommended approval at their October 3, 2022 meeting with the following restrictions.

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.

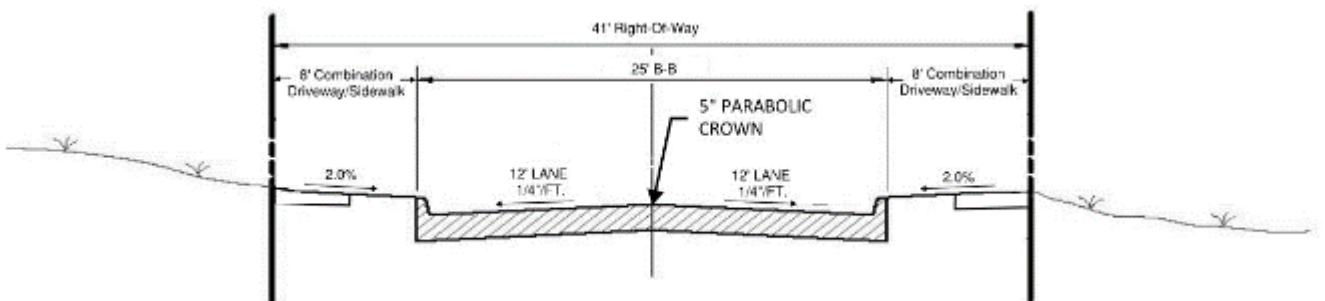
- b. Visitor parking: 0.25 per dwelling unit.
- 10. Building separation/Common Area Mews: common areas shall be required between all buildings as shown on the concept plan with a minimum space between buildings of 20 feet.

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:

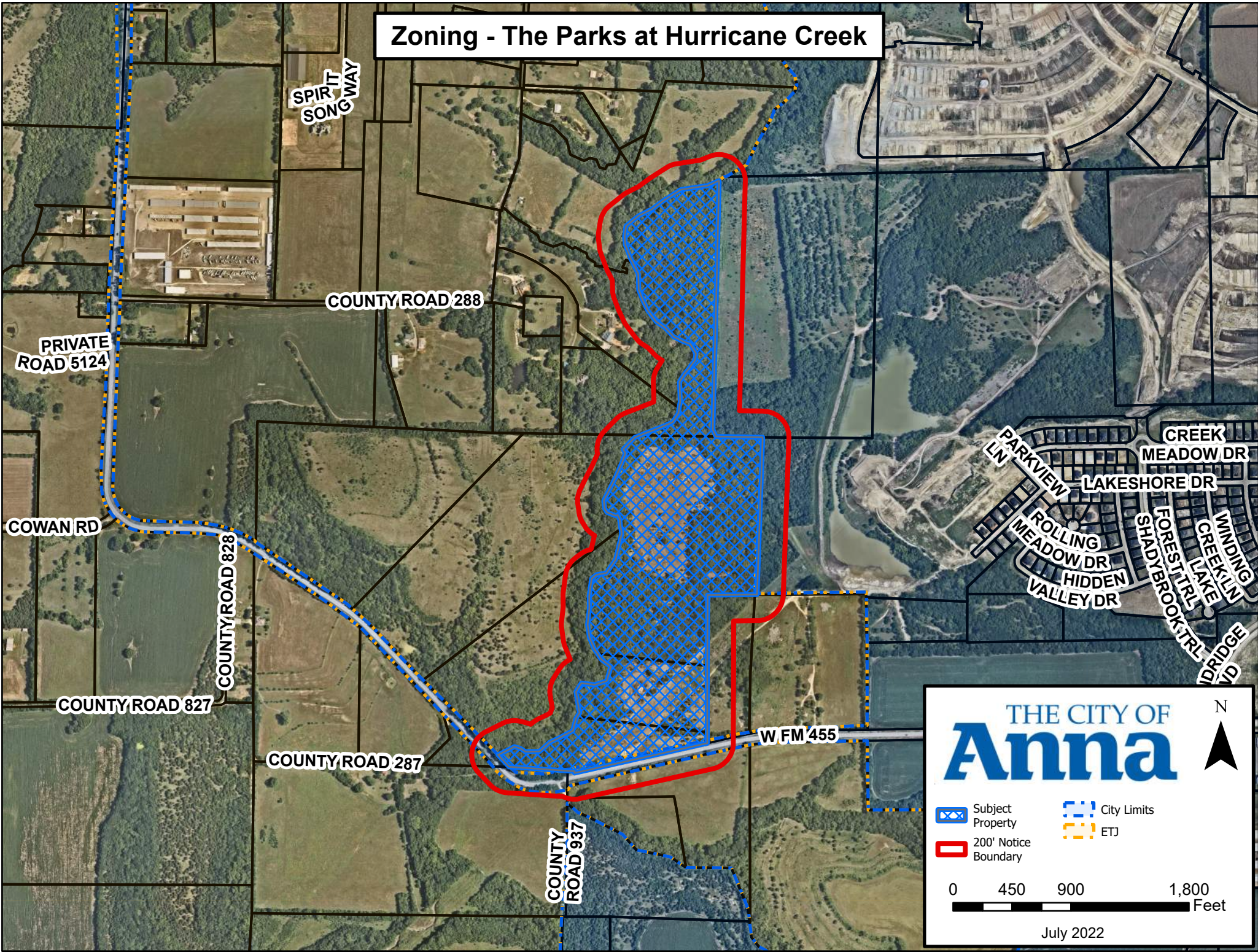
1. The Parks at Hurricane Creek Zoning Locator Map
2. Ordinance - The Parks at Hurricane Creek
3. Exhibit 1 (Metes & Bounds) Parks at HC
4. Exhibit 2 (CP) Parks at HC
5. Response 1
6. Response 2

APPROVALS:

Lauren Mecke, Planning Manager
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Zoning - The Parks at Hurricane Creek



CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard)

ORDINANCE NO. _____

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 zoning amendment from LandVest Development, LLC on Property depicted in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the north side of Farm-to-Market Road 455, 3,830± feet west of Standridge Boulevard; 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 (the "Anna Code") are hereby amended by amending the zoning of the Property depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a Townhome District subdivision.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

- 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 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.

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. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

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 8th day of November 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT 1 METES AND BOUNDS DESCRIPTION

TRACT 1

BEING a 77.87 Acre Tract of land out of the John M. Kincade Survey, Abstract 510, and the John M. Kincade Survey, Abstract 509, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Southeast Corner in the North Right-of-Way line of West Farm to Market Road 455, as described in Volume 372, Page 243, Deed Records of Collin County, Texas, same being the Southwest Corner of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas;

THENCE South 77°36'45" West – 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East – 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West – 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

THENCE North 43°45'41" West – 122.49 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point for a Corner;

THENCE along the meanderings of Hurricane Creek as follows:

North 63°48'23" East – 140.02 feet; South 75°15'51" East – 49.90 feet;

South 57°40'00" East – 44.20 feet; North 89°44'36" East – 107.41 feet;

North 48°55'48" East – 103.32 feet; North 64°54'23" East – 74.46 feet;

North 62°17'41" East – 124.25 feet; North 14°37'26" East – 95.67 feet;

North 32°25'00" East – 54.23 feet; North 12°35'00" West – 51.32 feet;

North 9°33'43" West – 110.71 feet; North 32°08'42" East – 77.87 feet;

South 83°41'15" East – 102.37 feet; North 73°44'18" East – 93.90 feet;

North 16°23'10" East – 115.20 feet; North 52°46'50" East – 88.53 feet;

North 35°10'33" West – 93.83 feet; North 22°53'55" West – 103.54 feet;

North 8°10'48" West – 94.81 feet; North 6°41'57" East – 127.38 feet;

North 1°01'25" West – 93.69 feet; North 7°54'12" East – 133.31 feet;

North 54°07'56" East – 46.44 feet; North 77°55'56" East – 76.64 feet;

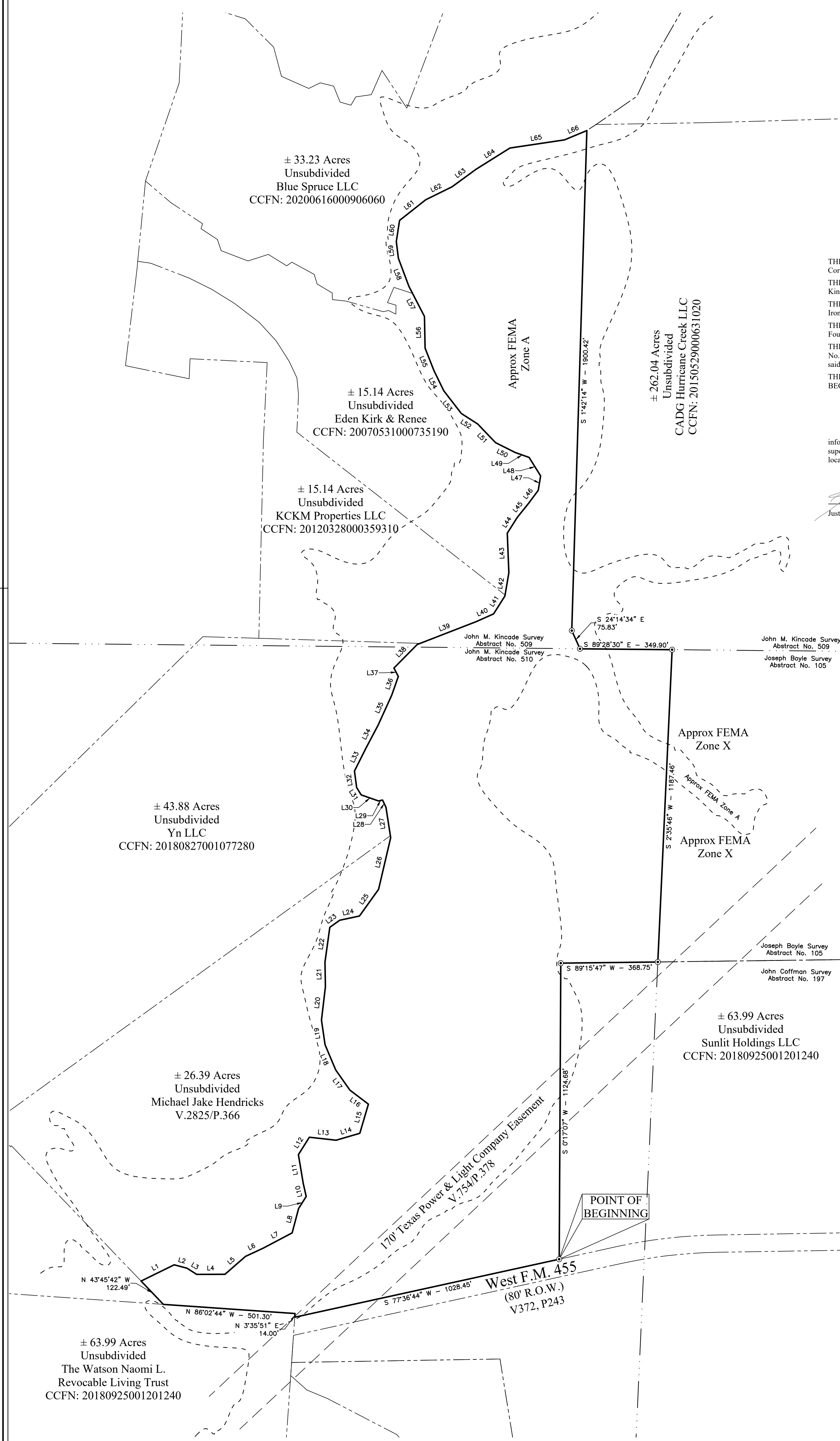
North 35°34'33" East – 124.65 feet; North 13°10'24" East – 201.43;
 North 8°46'59" West – 117.12 feet; North 25°51'32" West – 30.29 feet;
 South 76°28'11" West – 15.45 feet; North 70°48'07" West – 69.74 feet;
 North 31°28'46" West – 33.06 feet; North 7°42'30" West – 63.04 feet;
 North 26°34'17" East – 95.71 feet; North 27°46'49" East – 100.83 feet;
 North 24°27'13" East – 124.78 feet; North 19°30'51" East – 75.28 feet;
 North 27°13'41" West – 36.27 feet; North 44°39'26" East – 125.27;
 North 68°45'18" East – 240.64; North 66°00'29" East – 72.36 feet;
 North 32°19'15" East – 80.62 feet; North 9°29'39" East – 89.76 feet;
 North 2°15'58" West – 150.07 feet; North 32°04'56" East – 70.96 feet;
 North 38°59'00" East – 64.23 feet; North 36°54'37" East – 65.70 feet;
 North 9°17'24" East – 55.85 feet; North 31°59'29" West – 82.42 feet;
 North 70°19'07" West – 56.76 feet; North 63°13'35" West – 83.18 feet;
 North 43°48'05" West – 97.72 feet; North 57°26'30" West – 73.98 feet;
 North 37°46'16" West – 109.38 feet; North 25°54'03" West – 85.00 feet;
 North 21°38'07" West – 91.88 feet; North 1°04'42" West – 120.37 feet;
 North 27°24'32" West – 128.59 feet; North 20°33'50" West – 113.81 feet;
 North 7°00'29" West – 64.14 feet; North 8°40'57" East – 81.41 feet;
 North 51°45'31" East – 126.70 feet; North 63°47'35" East – 111.19 feet;
 North 53°45'52" East – 113.07 feet; North 57°55'42" East – 151.71 feet;
 North 81°30'03" East – 209.84 feet; North 67°16'36" East – 92.02 feet to a Point for a Corner in
 the West line of a 262.04 Acre Tract of land described in County Clerk File No.
 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest
 Corner of said 262.04 Acre Tract;
 THENCE South 1°42'14" West – 1900.42 feet along the West line of said 262.04 Acre Tract to
 a 1/2 Inch Iron Rod Found for a Corner;
 THENCE South 24°14'34" East – 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the
 North line of said John M. Kincade Survey, Abstract 510;
 THENCE South 89°28'30" East – 349.90 feet along the North line of said John M. Kincade
 Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West –1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West –368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West –1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

VICINITY MAP



BEING a 77.87 Acre Tract of land out of the John M. Kincaide Survey, Abstract 510, and the John M. Kincaide Survey, Abstract 509, and being further described by metes and bounds as follows:

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THENCE South 77°36'45" West - 1028.45 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point in the East line of a 63.99 Acre Tract of land described in County Clerk File No. 20140313000236380, Deed Records of Collin County, Texas, for a Corner;

THENCE North 3°35'52" East - 14.00 feet along the East line of said 63.99 Acre Tract to a Point for a Corner, same being the Northwest Corner of said 63.99 Acre Tract of land;

THENCE North 86°02'43" West - 501.30 feet along the North line of said 63.99 Acre Tract of land to a Point for a Corner;

THENCE North 43°45'41" West - 122.49 feet along the North Right-of-Way line of said West Farm to Market Road 455 to a Point for a Corner;

THENCE along the meanderings of Hurricane Creek as follows:

North 63°48'23" East - 140.02 feet; South 75°15'51" East - 49.90 feet;

South 57°40'00" East - 44.20 feet; North 89°44'36" East - 107.41 feet;

North 48°55'48" East - 103.32 feet; North 64°54'23" East - 74.46 feet;

North 62°17'41" East - 124.25 feet; North 14°37'26" East - 95.67 feet;

North 32°25'00" East - 54.23 feet; North 12°35'00" West - 51.32 feet;

North 9°33'43" West - 110.71 feet; North 32°08'42" East - 77.87 feet;

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North 35°10'33" West - 93.83 feet; North 22°53'55" West - 103.54 feet;

North 8°10'48" West - 94.81 feet; North 6°41'57" East - 127.38 feet;

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North 31°28'46" West - 33.06 feet; North 7°42'30" West - 63.04 feet;

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North 24°27'13" East - 124.78 feet; North 19°30'51" East - 75.28 feet;

North 27°13'41" West - 36.27 feet; North 44°39'26" East - 125.27;

North 68°45'18" East - 240.64; North 66°00'29" East - 72.36 feet;

North 32°19'15" East - 80.62 feet; North 9°29'39" East - 89.76 feet;

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North 38°59'00" East - 64.23 feet; North 36°54'37" East - 65.70 feet;

North 9°17'24" East - 55.85 feet; North 31°59'29" West - 82.42 feet;

North 70°19'07" West - 56.76 feet; North 63°13'35" West - 83.18 feet;

North 43°48'05" West - 97.72 feet; North 57°26'30" West - 73.98 feet;

North 37°46'16" West - 109.38 feet; North 25°54'03" West - 85.00 feet;

North 21°38'07" West - 91.88 feet; North 1°04'42" West - 120.37 feet;

North 27°24'32" West - 128.59 feet; North 20°33'50" West - 113.81 feet;

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North 81°30'03" East - 209.84 feet; North 67°16'36" East - 92.02 feet to a Point for a Corner in the West line of a 262.04 Acre Tract of land described in County Clerk File No. 20150529000631020, Deed Records of Collin County, Texas, same being the Northwest Corner of said 262.04 Acre Tract;

THENCE South 1°42'14" West - 1900.42 feet along the West line of said 262.04 Acre Tract to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 24°14'34" East - 75.83 feet to a 1/2 Inch Iron Rod Found for a Corner in the North line of said John M. Kincaide Survey, Abstract 510;

THENCE South 89°28'30" East - 349.90 feet along the North line of said John M. Kincaide Survey, Abstract 510, to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 2°35'46" West - 1187.46 feet along the West line of said 262.03 Acre Tract of land to a 1/2 Inch Iron Rod Found for a Corner;

THENCE South 89°15'47" West - 368.75 feet along the North line of a 29.77 Acre Tract of land described in County Clerk File No. 20180925001201240, Deed Records of Collin County, Texas, to a Point for a Corner, same being the Northwest Corner of said 29.77 Acre Tract;

THENCE South 0°17'07" West - 1124.68 feet along the West line of said 29.77 Acre Tract of land to the POINT OF BEGINNING and containing within these calls a calculated area of 77.87 Acres of land, more or less.

Certificate

I do hereby certify to **Landvest Partners LLC**, that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **2nd day of June, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X and A as according to the Flood Insurance Rate Map Panel 48085C01553 with an effective date 06/02/2009

Justin W. Cantwell, RPLS 6331

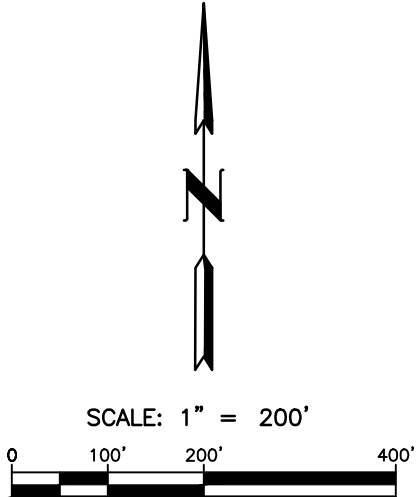


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 63°48'22" E	140.02'
L2	S 75°15'52" E	49.90'
L3	S 57°40'01" E	44.20'
L4	N 89°44'35" E	107.41'
L5	N 48°55'47" E	103.32'
L6	N 64°54'22" E	74.46'
L7	N 62°17'40" E	124.25'
L8	N 14°37'25" E	95.67'
L9	N 32°24'59" E	54.23'
L10	N 12°35'01" W	51.32'
L11	N 9°33'44" W	110.71'
L12	N 32°08'41" E	77.87'
L13	S 83°41'16" E	102.37'
L14	N 73°44'17" E	93.90'
L15	N 16°23'09" E	115.20'
L16	N 52°46'51" W	88.53'
L17	N 35°10'34" W	93.83'
L18	N 22°53'56" W	103.54'
L19	N 8°10'49" W	94.81'
L20	N 6°41'56" E	127.38'
L21	N 1°01'26" W	93.69'
L22	N 7°54'11" E	133.31'
L23	N 54°07'55" E	46.44'
L24	N 77°55'55" E	76.64'
L25	N 35°34'32" E	124.65'
L26	N 13°10'23" E	201.43'
L27	N 8°47'00" W	117.12'
L28	N 25°51'33" W	30.29'
L29	S 76°28'10" W	15.45'
L30	N 70°48'08" W	69.74'
L31	N 31°28'47" W	33.06'
L32	N 7°42'31" W	63.04'
L33	N 26°34'16" E	95.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L34	N 27°46'48" E	100.83'
L35	N 24°27'12" E	124.78'
L36	N 19°30'50" E	75.28'
L37	N 27°13'42" W	36.27'
L38	N 44°39'25" E	125.27'
L39	N 68°45'17" E	240.64'
L40	N 66°00'28" E	72.36'
L41	N 32°19'14" E	80.62'
L42	N 9°29'38" E	89.76'
L43	N 2°15'59" W	150.07'
L44	N 32°04'55" E	70.96'
L45	N 38°58'59" E	64.23'
L46	N 36°54'36" E	65.70'
L47	N 9°17'23" E	55.85'
L48	N 31°59'30" W	82.42'
L49	N 70°19'08" W	56.76'
L50	N 63°13'36" W	83.18'
L51	N 43°48'06" W	97.72'
L52	N 57°26'31" W	73.98'
L53	N 37°46'17" W	109.38'
L54	N 25°54'04" W	85.00'
L55	N 21°38'08" W	91.88'
L56	N 1°04'43" W	120.37'
L57	N 27°24'33" W	128.59'
L58	N 20°33'51" W	113.81'
L59	N 7°00'30" W	64.14'
L60	N 8°40'56" E	81.41'
L61	N 51°45'30" E	126.70'
L62	N 63°47'34" E	111.19'
L63	N 53°45'51" E	113.07'
L64	N 57°55'41" E	151.71'
L65	N 81°30'02" E	209.84'
L66	N 67°16'35" E	92.02'

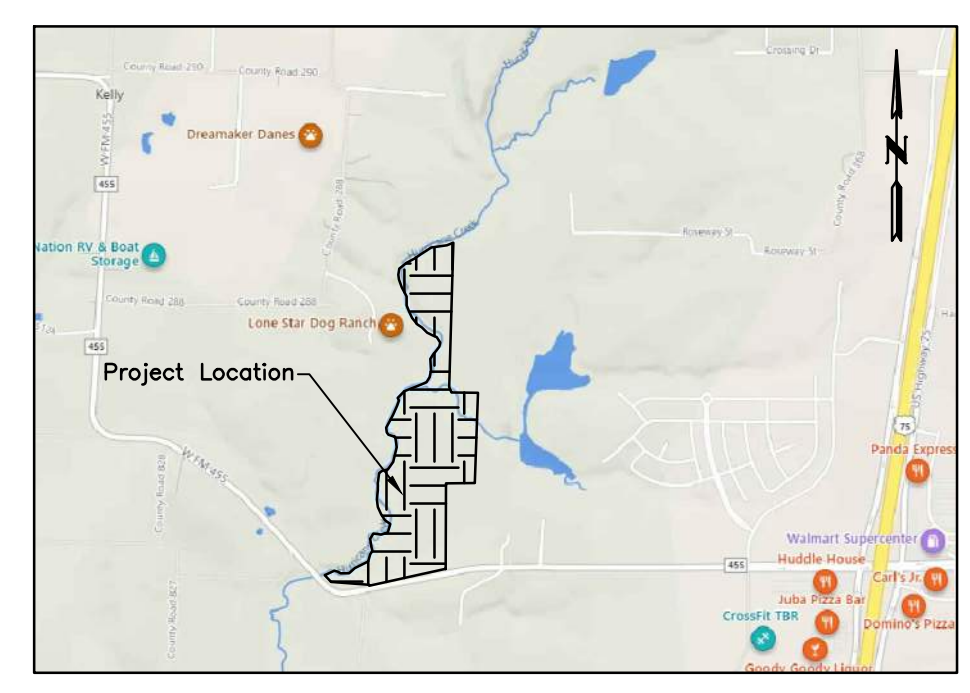
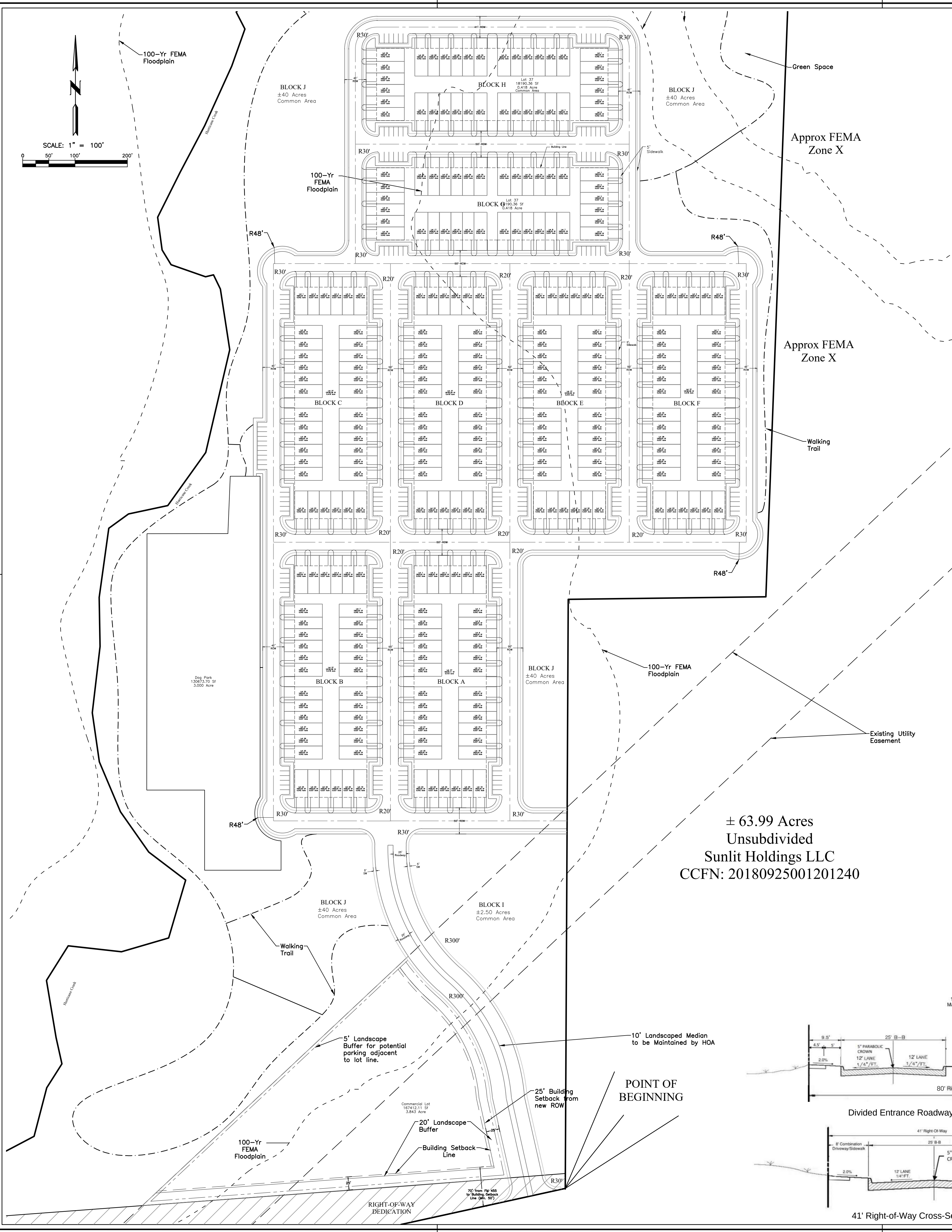
LEGEND

- Found 1/2" Iron Rod
- Plat Limits
- Adjoiner Lot Line
- Easement Line - As Described
- FEMA FLOOD 100 YEAR
- City Limits Line
- Right-of-Way
- County Clerk File No.
- Volume/Page



BOUNDARY SURVEY

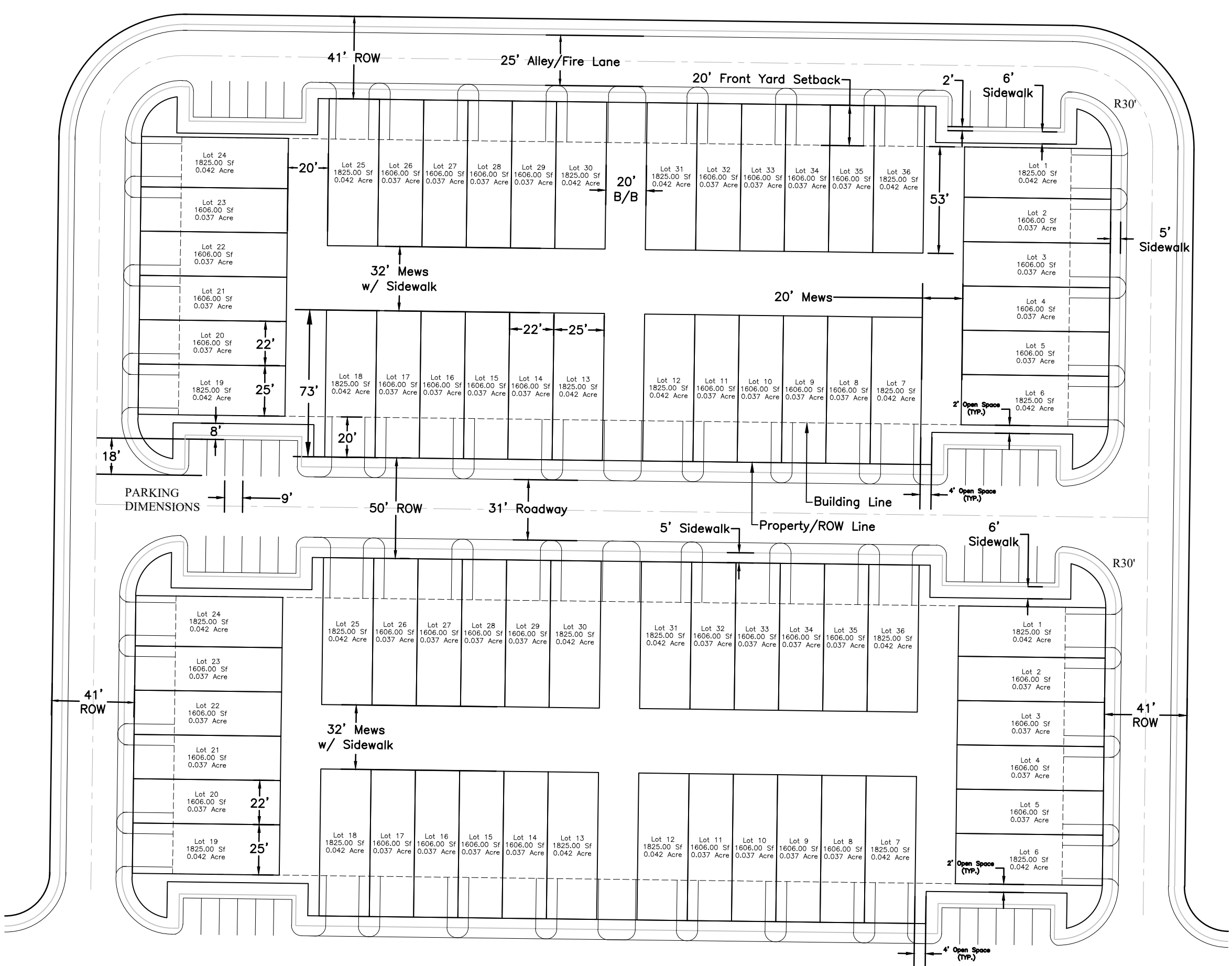
Hurricane Creek
TOTAL ±77.87 ACRES
Anna, Collin County, Texas
June, 2nd 2022



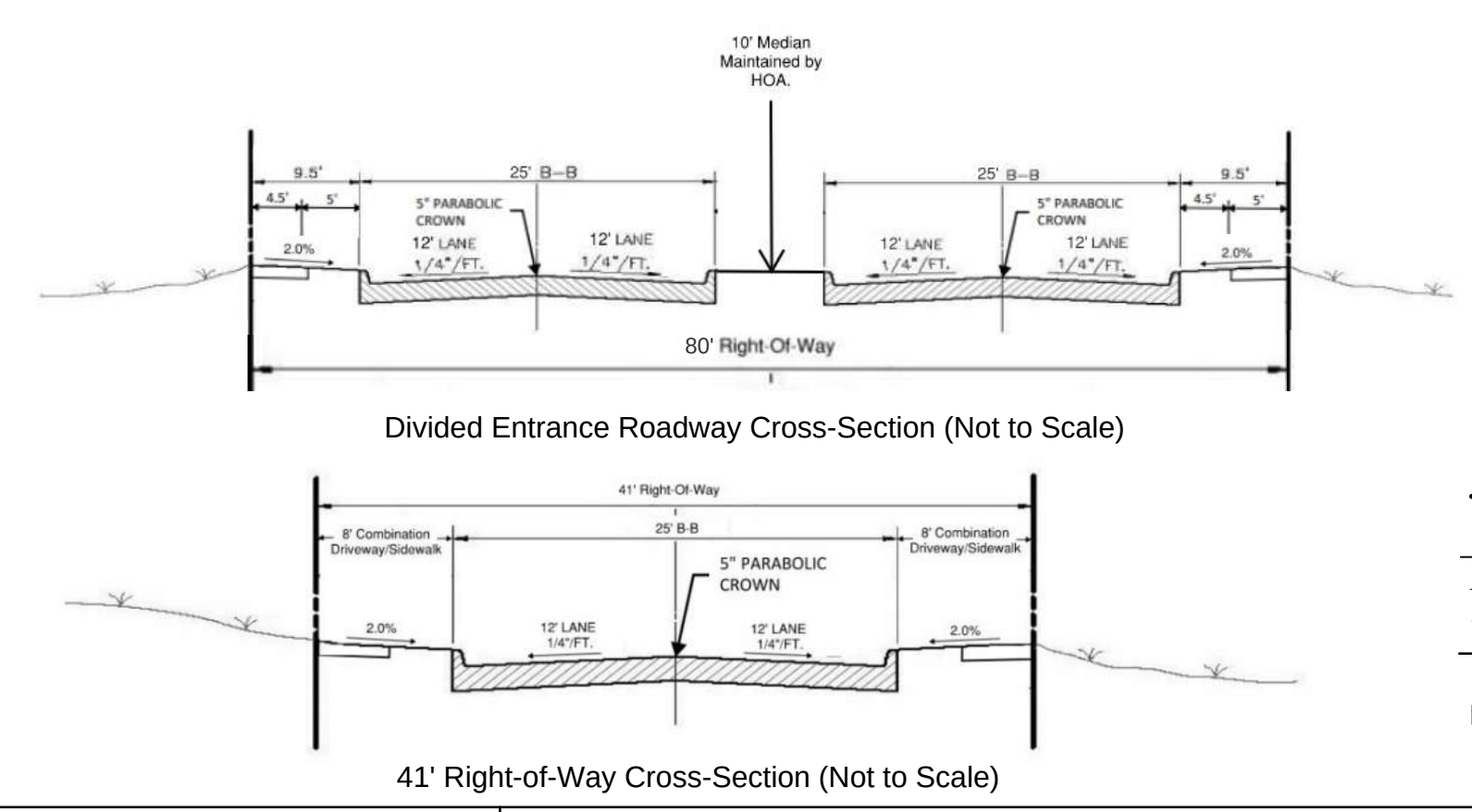
VICINITY MAP
(Not to Scale)

- 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

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

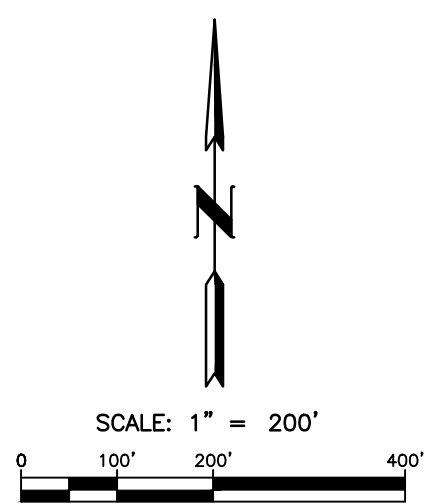
CONCEPT PLAN
for inspection purposes only and in no way official or approved for recording purposes

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

EXHIBIT 2 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

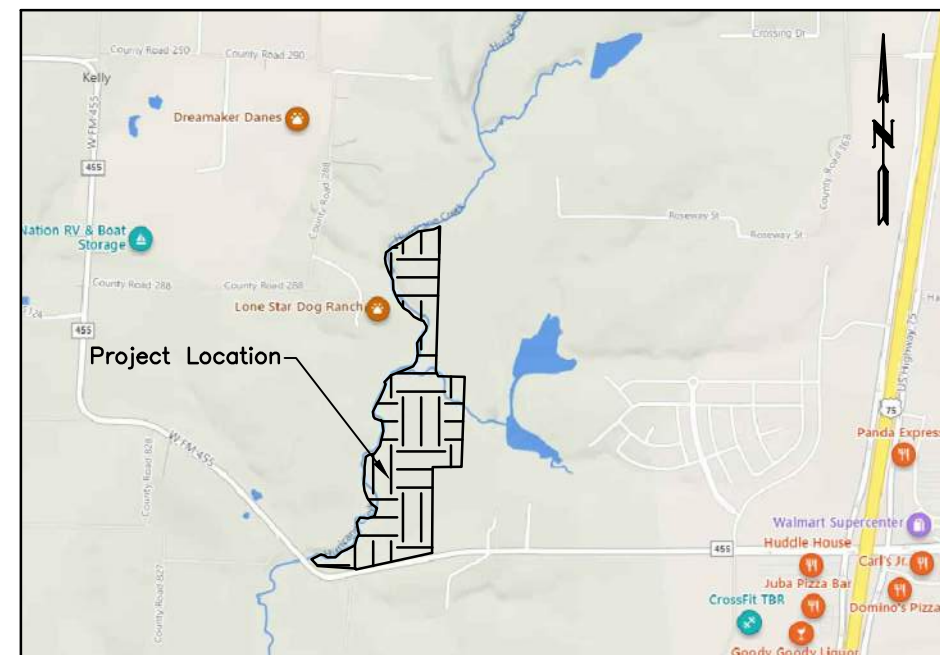
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TIFB Reg. No. F-16713
TIFB Reg. No. 1018478



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

20 points		Suggested Points	Notes/Comments
	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	Maintained by HOA
	Boulevard with enhanced landscaping with seasonal color	1 point	
	Sculpture or other artistry (lit at night)	up to 2 points	
	Additional Main Entry Options		
	Water Feature	1 point	Maintained by HOA
	Significant floral focal point	2 points	
	Any structure integrated as identification that exceeds 15'	3 points	Minimum height of 8 feet
	Modern art or sculptures	1 point	
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	Must be annual and increased quality	
Additional landscaping above and beyond the requirements	2 points		
*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	

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

LEGEND

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

EXHIBIT 2 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

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(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

Lauren Mecke

From: Kenneth Neywick III
Sent: Wednesday, September 7, 2022 5:02 PM
To: Lauren Mecke
Subject: zoning request on FM455 West of US75 about $\frac{3}{4}$ of a mile on the North side of the road.

I welcome them into Anna but I am opposed to high density housing in this area. I believe we should work to keep a country family feel to our neighborhood. With that in mind I would like to see the end of clearing the land and maintaining as much of the forest as possible. and for housing, Maybe 3 to 10 acre lots per home.

Further some of the land should be put into a park to preserve the natural land for an example of what was destroyed to build all these houses, i mean for people to enjoy a peaceful place to go and for future generations to enjoy. There are numerous trees that are more than fifty years old and children born today will not be children by the time new trees make it there.

As part of the building process all trees should be spared except those where a driveway and foundation will be. Effort in the design of the property should be taken to minimize the number of trees that need to be cut. And where trees are cut, new trees should be planted to replace them. As this is a forest not a field



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding The Parks at Hurricane Creek, Concept Plan. (Planning Manager Lauren Mecke)

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 RECOMMENDATION:

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission is scheduled to take action on this item on Monday, November 7, 2022. Staff will provide the Council with an update on their proposed recommendation at Tuesday night's Council meeting.

ATTACHMENTS:

1. The Parks at Hurricane Creek Concept Plan Locator Map
2. RESOLUTION- CP (The Parks at Hurricane Creek)

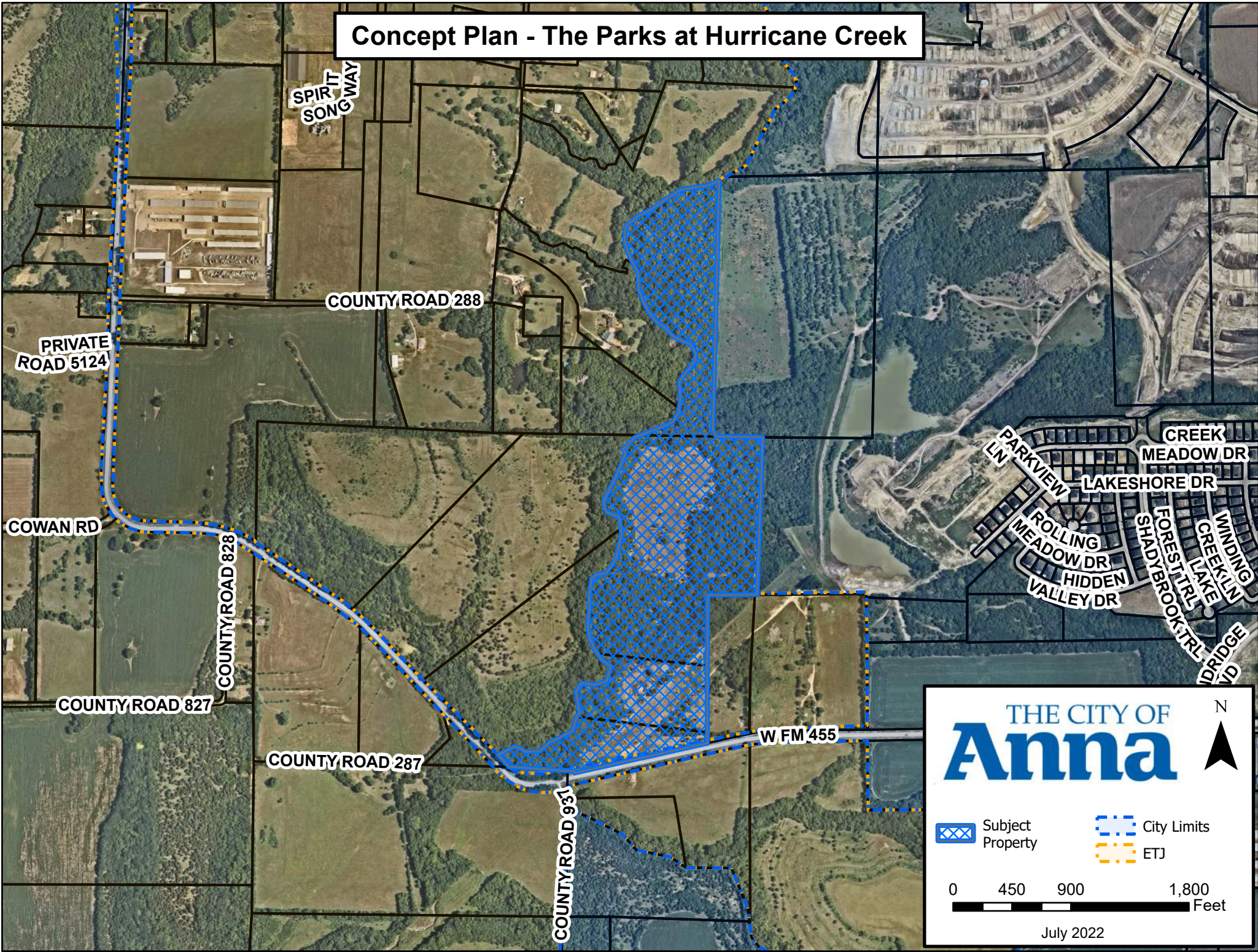
3. Exhibit A (CP) Parks at HC

APPROVALS:

Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Final Approval - 11/3/2022

Concept Plan - The Parks at Hurricane Creek



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR THE PARKS AT HURRICANE CREEK.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the “City Council”) has adopted Article 9.02 (Subdivision Regulations”) and Article 9.04 (Zoning Ordinance) of the Anna City Code of Ordinances; and

WHEREAS, Charles Covey – LandVest Development, has submitted an application for the approval of the Concept Plan for The Parks at Hurricane Creek; and

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 Revised Concept Plan

The City Council hereby approves the Concept Plan for The Parks at Hurricane Creek attached hereto as Exhibit A.

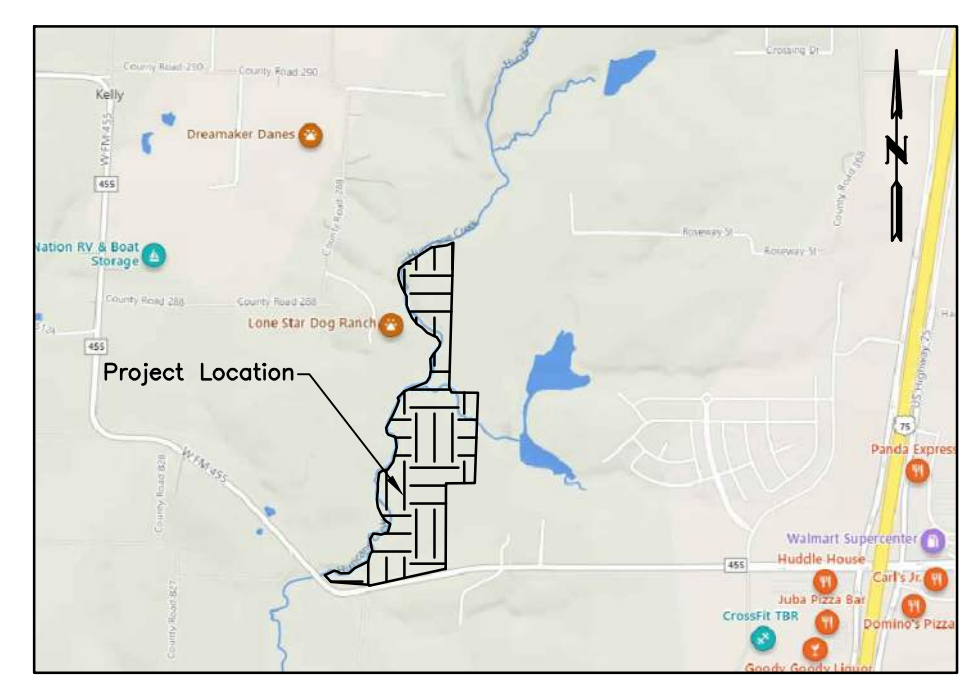
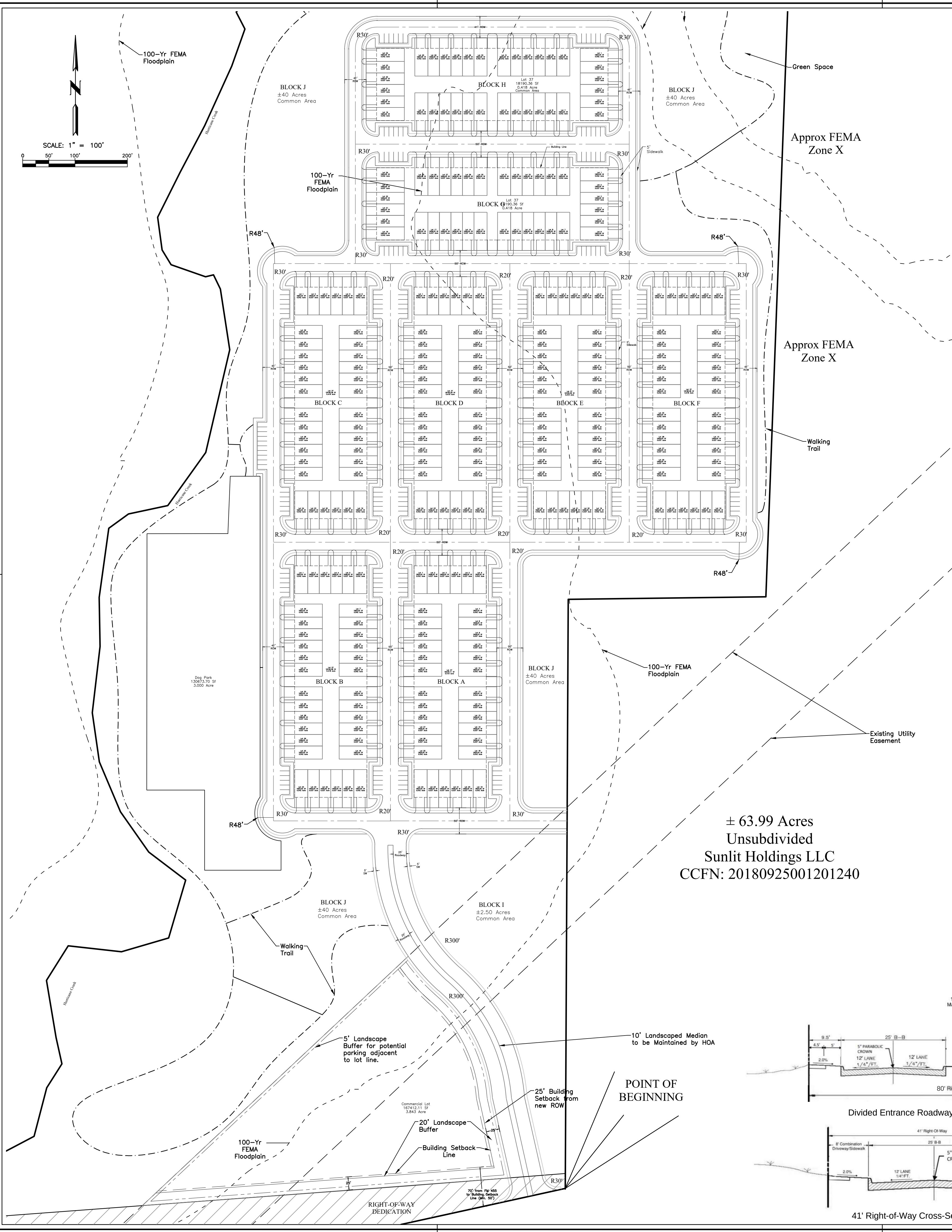
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of November 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

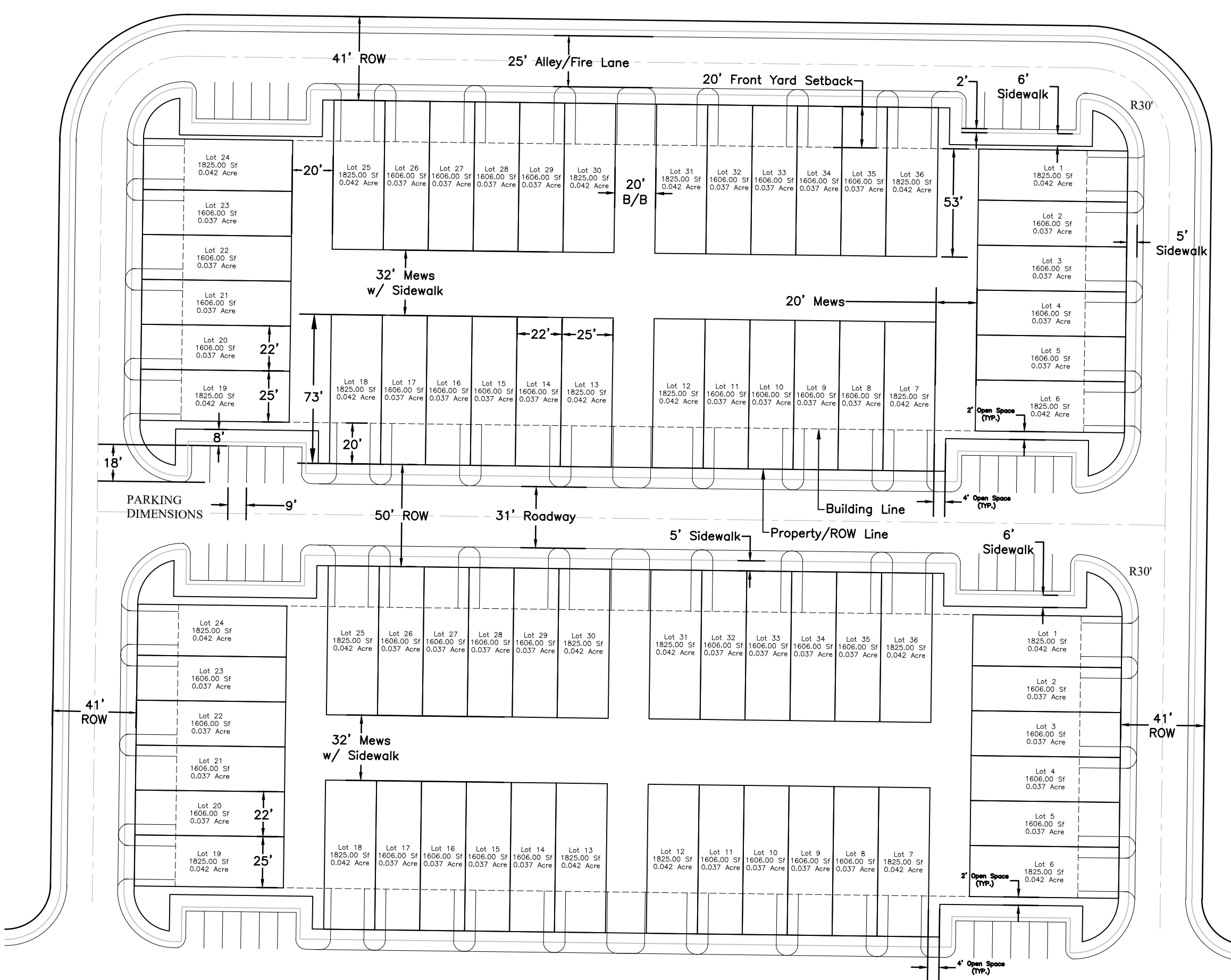
Mayor, Nate Pike



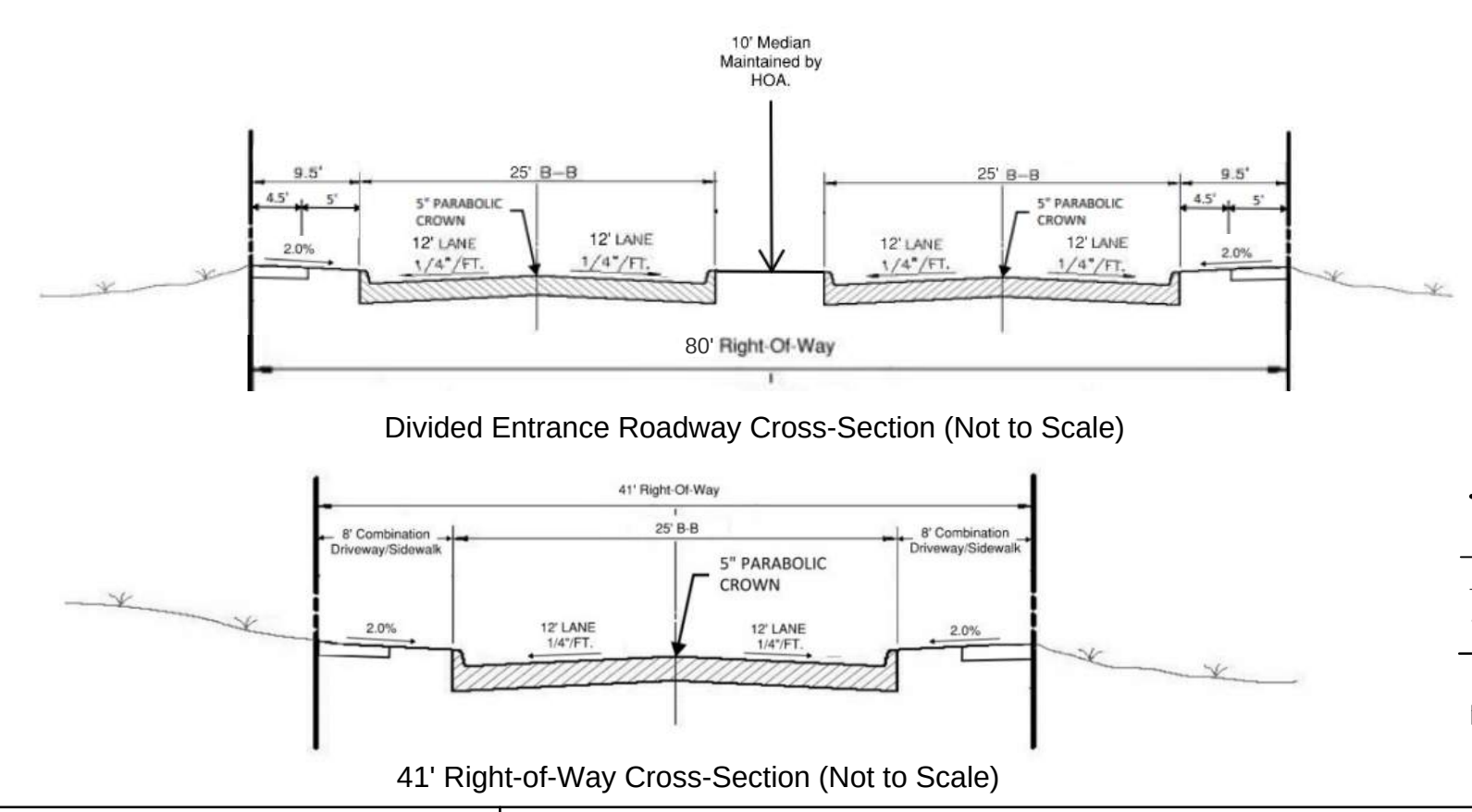
VICINITY MAP
(Not to Scale)

- 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

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
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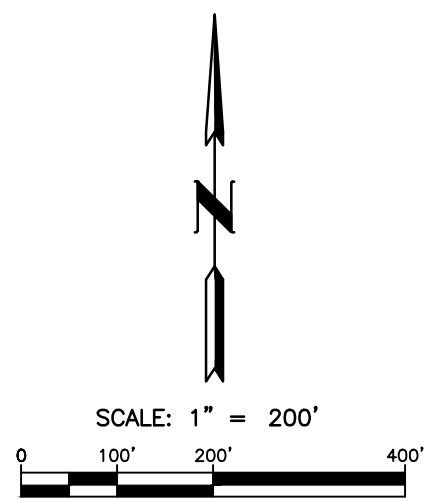
APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
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CONCEPT PLAN

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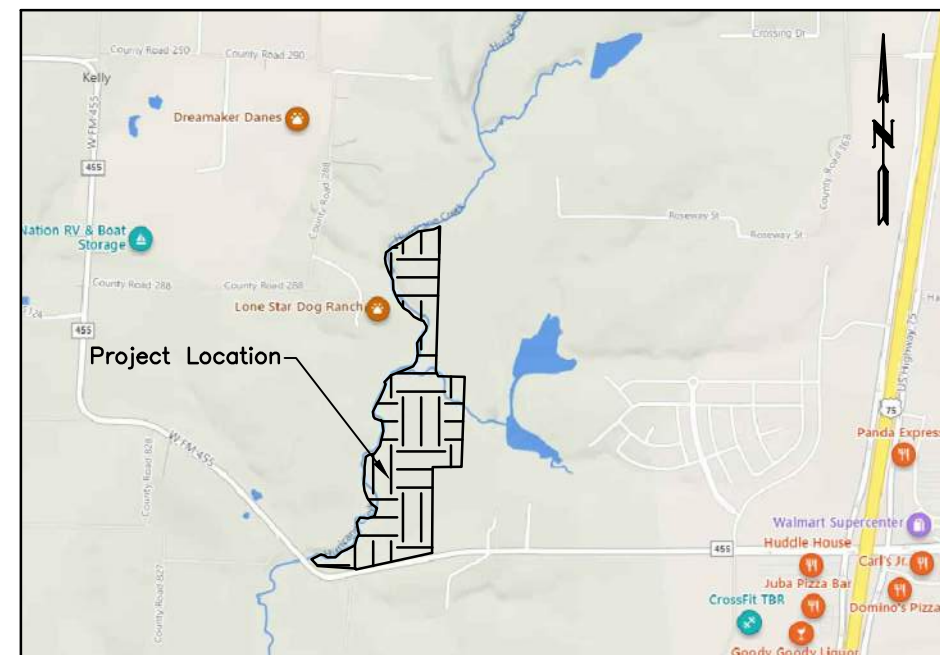
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± 262.04 Acres
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CCFN: 20150529000631020

± 63.99 Acres
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Sunlit Holdings LLC
CCFN: 20180925001201240



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Neighborhood Entry and Interior Features Point System- 35 points total

20 points		Suggested Points	Notes/Comments
	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	Maintained by HOA
	Boulevard with enhanced landscaping with seasonal color	1 point	
	Sculpture or other artistry (lit at night)	up to 2 points	
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15 points		Suggested Points	Notes/Comments
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	Divided secondary entry	1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Roundabout at the secondary entrance	1 point	
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	Extended entry length (greater than 1/2 lot length)	1 point	
	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	
		Interior Upgrades	2 point Max
	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	

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NOVEMBER 8, 2022
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CITY OF ANNA

APPROVED
OCTOBER 3, 2022
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LEGEND

- Plat Limits
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- - - - 5' Sidewalk
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EXHIBIT A 2 OF 2

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Phone Number: 903-271-8907

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TIFB Reg. No. F-16713
TIFB Reg. No. 10184378



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a subdivision improvement agreement by and between the City of Anna and Anna Crossing Partners, LLC, for the construction of public water and sanitary sewer improvements serving properties along and adjacent to State Highway 5 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna Crossing Partners, LLC is constructing Waterview Apartments, a multi-family development along State Highway 5 in Anna. As a part of the project, the developer has agreed to construct an upsized 12-inch water main and a new 12-inch sewer main to account for future development in the area in accordance with the City of Anna Water Master Plan and the future plans for the utility relocations along State Highway 5. In accordance with common practice, the City is agreeing to reimburse the developer for the improvements the City is requesting which are not required for their project. The reimbursement will include \$86,482 in water impact fees for the size difference of the water main (8" to 12") and \$104,753 in Utility Fund dollars for the entirety of the new sewer main (12" sewer main required for future growth).

Both of these projects would be required to be built with the SH 5 Utility Relocation project (City Capital Improvement Plan project), but partnering with the developer to build these improvements will save money and time, and prevent disturbing the finished apartment project in the future.

FINANCIAL IMPACT:

The total cost is \$191,235.00, including \$86,482 in water impact fees and \$104,753 in Utility Fund dollars.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Subdivision Improvement Agreement - Waterview Apartments
2. WATERVIEW APARTMENTS SUBDIVISION IMPROVEMENT AGREEMENT
3. Utility Plan

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 11/3/2022
New -

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH ANNA CROSSING PARTNERS, LLC FOR THE DESIGN AND CONSTRUCTION OF PUBLIC WATER AND SANITARY SEWER IMPROVEMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A 12-inch water main is shown in the City of Anna Water Master Plan along State Highway 5 in front of the Waterview Apartments Development; and,

WHEREAS, the Waterview Apartments Development only requires an 8-inch water main to provide adequate water supply; and,

WHEREAS, the City has identified a section of existing public sewer across the Waterview Apartments project which provides a critical connection from State Highway 5 to the Slayter Creek Trunk Sewer System which is in need of replacement; and,

WHEREAS, the City was planning to replace this line as part of the City project to relocate water and sewer infrastructure for the future widening of State Highway 5; and,

WHEREAS, Anna Crossing Partners, LLC, agrees to provide the engineering design and construction of the identified water and sanitary sewer public improvements; and,

WHEREAS, the City of Anna agrees to reimburse the Developer for the cost to upsize their water main from an 8-inch to a 12-inch main with Water Impact Fees in an amount not to exceed \$86,482.00; and,

WHEREAS, the City of Anna agrees to reimburse the Developer for the cost to re-construct the 12-inch sewer main with funds from the City of Anna Utility Fund in an amount not to exceed \$104,753.00; and,

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. **Authorization of Payment and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute the Subdivision Improvement Agreement and fund the project in an amount not to exceed \$191,235.00.

That funding for the project shall come from Water Impact Fees and the City of Anna Utility Fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of September, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

(see Subdivision Improvement Agreement)

WATerview APARTMENTS SUBDIVISION IMPROVEMENT AGREEMENT

This The Sherley Elementary Subdivision Improvement Agreement (this “Agreement”) is entered into by and between the **CITY OF ANNA**, a home-rule municipality in Collin County, Texas (the “City”), and **Anna Crossing Partners** (“Developer”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

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

WHEREAS, the City is a home-rule municipality of the State of Texas located within Collin County; and

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as (the “Parties,”) or each individually as (“Party”); and

WHEREAS, Developer owns approximately 20.799 acres of real property located in the City, described by metes and bounds in Exhibit A (the “Property”); and

WHEREAS, the Property is zoned as Multi Family – 2 and shall be developed in accordance with said zoning; and

WHEREAS, Developer desires to proceed with development of the Property to be known as Waterview Apartments, as generally described and/or generally illustrated on the Final Plat shown in Exhibit B (the “Final Plat”), which Development collectively totals approximately 1 lot; and

WHEREAS, the Parties intend that the Property be developed in accordance with Final Plat and the Development Standards agreed to under this Agreement; and

WHEREAS, Developer desires and intends to design, construct and install and/or make financial contributions to certain Public Improvements to serve the Development; and

WHEREAS, the Parties intend for the construction, and installation of the Public Improvements to be completed by the Developer and dedicated to the City for use and maintenance, subject to inspection and acceptance of the Public Improvements in accordance with this Agreement and the City Regulations; and

WHEREAS, the Developer has estimated that the costs of the Public Improvements to serve the Property are as set forth as to said Public Improvements in the amounts shown in the Opinion of Probable Cost in Exhibit C and that said total cost is approximately \$191,235.00; and

WHEREAS, the Developer shall be solely responsible for the funding and construction of all of the Public Improvements required to serve the Property except as expressly set forth in this Agreement; and

WHEREAS, the Public Improvements include public water and sanitary sewer improvements that will serve the Property and other areas not owned by the Developer; and

WHEREAS, Developer is willing to construct said improvements, including certain public water and sanitary sewer improvements that will serve the Property and provide for additional capacity in excess of what is necessary to serve the Property (the “Oversized Capacity”); and

WHEREAS, the Developer has estimated that the costs necessary to complete the construction are as set forth in the amounts shown in the Infrastructure – Opinion of Probable Construction Cost in **Exhibit C** and that said total cost is approximately \$191,235.00; and

WHEREAS, the Developer shall be obligated to complete and construct improvements including public water and sanitary sewer infrastructure in accordance with the plans and specifications as set forth in **Exhibit D** and in accordance with the City Development Standards, this Agreement, and other required approvals; and

WHEREAS, the City desires to share in the cost of the improvements up to a maximum not-to-exceed amount of \$191,235.00, representing the approximate amount of the cost of construction required to provide for the public improvements; 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 the Public Improvements to be constructed by Developer and dedicated to the City under this Agreement will benefit the Development by positively contributing to the enhanced nature of the Development, increasing property values within the Property, and encouraging investment and ultimate development of the Property; and

WHEREAS, Developer understands and acknowledges that its acceptance of this Agreement is not an exaction or a concession demanded by the City; rather, it is an undertaking of Developer’s voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Development and the Property, including without limitation Developer’s agreement to adhere to the Development Standards; and

WHEREAS, the City and Developer understand and acknowledge that the construction of the Public Improvements and related purchasing and contracting under this Agreement are exempt from the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City recognizes the positive impact the Public Improvements will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state and that this agreement is a program under Chapter 380 of the Texas Local Government Code; and

WHEREAS, nothing contained in this Agreement, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions; and

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

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

SECTION 2 **DEFINITIONS**

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

Agreement means this Waterview Apartments Subdivision Improvement Agreement.

CIP Facilities means the water and sanitary sewer infrastructure facilities listed in Section 3.3(a).

City means the City of Anna, a home-rule municipality located in Collin County, Texas.

City Code means The Anna City Code of Ordinances.

City Council means the governing body 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 that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including without limitation park dedication fees), design standards (including without limitation pavement thickness), and other policies duly adopted by the City; 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 of said phase 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.

Developer means the entity(ies) responsible for developing the Property in accordance with this Agreement.

Development means The Waterview subdivision on the Property that is the subject of this Agreement.

Development Standards mean the design specifications and construction standards permitted or imposed under the City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed and delivered this Agreement.

Final Plat means the final plat as approved by the City Council for the development of the Property as depicted on **Exhibit B**.

Impact Fees means water impact fees and sanitary sewer impact fees collected by the City for private land development within the City Limits.

Mayor means the Mayor of the City of Anna.

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

Public Improvements mean the improvements listed in **Exhibit C** and **Exhibit D** and all other improvements that will be dedicated to and maintained by the City and all other on- and off-site public water and sanitary sewer facilities, along with other public improvements to be constructed by Developer.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under this Agreement. The term includes the Public Improvements.

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

SECTION 3 **PUBLIC IMPROVEMENTS**

3.1 Construction, Ownership, and Transfer of Public Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with, contract specifications and necessary related documents for the Public Improvements.

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

(c) Contract Letting. The Parties understand that this Agreement and construction of the Public Improvements are legally exempt from competitive bidding requirements. Developer's engineers shall prepare, or cause the preparation of, and provide to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Improvements that have not been awarded.

(d) Ownership. All of the Public Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Improvements and Public Infrastructure to the City.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Improvements or any portion thereof, the City shall maintain and operate the accepted public infrastructure and provide retail water and sewer service to the Property.

3.3 CIP Facilities

(a) The CIP Facilities include:

(1) 363 linear feet of 12" Water Main, including valves, hydrants, stub-outs, and appurtenances

(2) 302 linear feet of 12" Sewer Main, including manholes, stub-outs, and a connection to the existing Slayter Creek Trunk Sewer system.

(b) Developer's Obligations.

(1) Developer is solely responsible for the funding, installation, and construction of the CIP Water and Sanitary Sewer improvements as described in **Exhibit D**. Developer shall provide the City with a detailed project account of all costs associated with the projects, including receipts, invoices, change orders, and bills paid affidavits as required for determining the final cost of each CIP Facility.

(c) Timing of Obligations. Developer shall commence construction of the Public Improvements on or before April 1, 2023. For the purposes of this document, "commence construction" shall mean for the Developer to select a contractor, hold a pre-construction meeting with the City, and engage in utility construction activities within the project site and the State Highway 5 Right-of-Way. Developer shall complete construction of the Public Improvements in a good and workmanlike manner on or before March 1, 2024; provided, however, Developer shall not be responsible for any delays in the City acquiring the easements and right-of-way for Rosamond Parkway as described below and Developer's deadlines for commencement and completion of construction shall be extended by the same duration of any failure of the City to timely acquire applicable easements and rights-of-way.

(d) City's Obligations.

(1) City shall reimburse the developer for the construction of the CIP Facilities as set forth below. Reimbursement shall be made with a singular payment from Impact Fees Funds for the Water CIP Facilities and Utility Fund Operating Funds for the Sewer CIP Facilities once the City has accepted the public improvements. The City shall review the project accounting submitted by the developer prior to initiating reimbursements. The City shall reimburse the Developer for the lesser of:

- i. \$191,235.00; or the full cost to construct the CIP Facilities

3.4 Water Facilities.

(a) Developer's General Obligations. Developer is solely responsible for funding, installation, and construction of all water improvements necessary to serve the Property. The design of water improvements shall be provided by the City in advance of the construction of same.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase.

3.5 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. The Developer is solely responsible for the funding, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property. The design of all wastewater/sanitary sewer improvements shall be provided by the City in advance of the construction of same.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Development prior to the recordation of the final plat covering such phase.

3.6 Water and Wastewater/Sanitary Sewer Retail Service.

(a) Subject to the terms of this Agreement, the City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water and wastewater/sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development and the Property as the Property is developed.

(b) Upon acceptance by the City of the water and wastewater/sanitary sewer facilities described herein, the City shall operate or cause to be operated said water and wastewater/sanitary sewer facilities serving the Development and the Property and use them to provide service to all customers within the Development and the Property and as otherwise required by State law as the holder of the certificate of convenience and necessity covering the

Property. Upon acceptance by the City, the City shall at all times maintain said water and wastewater/sanitary sewer facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(c)

(d) Timing of General Obligations. Prior to the recordation of any final plat for any phase of the Development, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City.

(e) Drainage/Detention Infrastructure. Developer is solely responsible for the 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 and roadway improvements for the Property.

SECTION 4 **PAYEE INFORMATION**

With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Anna Crossing Partners LP
Attn: John Hickman
10210 North Central Expressway, Suite 300
Dallas, Texas 75231

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.

SECTION 5 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

5.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. All public on-site and off-site infrastructure and all other related improvements will be considered a public project and the City will own all such Public Infrastructure upon completion and acceptance.

5.2 Compliance with Development Standards. Developer agrees as part of the consideration for this Agreement that all structures, amenities, buildings, and any other vertical construction within the Development shall meet or exceed all Development Standards and City Regulation. It is expressly understood and the Parties agree that City Regulations and Development Standards

applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code (“Materials and Methods Regulations”); provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control.

5.3 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City’s subdivision regulations and engineering design standards. 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. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

5.4 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Property, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement and as approved by the City Manager. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. 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 Public Works Department prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Collin County until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the City.

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

5.6 Inspections, Acceptance of Public Infrastructure, and Developer’s Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Development, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City’s inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public 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 building permits, certificates of occupancy or City utility services as to any portion of the Development until Developer has met its obligations to provide for required Public Infrastructure necessary to such portion according to the approved engineering plans, City Regulations and Development Standards, and until such Public Infrastructure has been dedicated to and accepted by the City.

(b) Ownership. 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.

(c) 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 the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer or any other responsible party 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 any other responsible party, it being the intent of the parties that approval by the City signifies only the City's approval of the general design concept of the improvements to be constructed.

5.7 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.

5.8 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, OFFICIALS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-

PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE 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 PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE 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. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

SECTION 6

EVENTS OF DEFAULT; REMEDIES

6.1 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.

6.2 Remedies. Except as otherwise set forth in this Agreement, 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.

6.3 Performance Window. Developer shall take all actions required under the City Regulations and this Agreement necessary to record a final plat of the Development in the Real Property Records of Collin County not later than 24 months after the Effective Date. If Developer does not meet this obligation, the City may elect to terminate this Agreement by providing Developer with written notice of such failure(s). If the City provides such written notice, Developer shall have 120 days from the date that the City delivers said written notice in which to cure such failure(s), plus an additional time period equal to any delay caused by the failure(s), if any, of the City to timely meet its obligations under this Agreement. If Developer fails to timely cure such failure(s), then the City shall be excused from its obligations under this Agreement, including but not limited to any obligation to reimburse the Developer any amounts otherwise due under this Agreement.

SECTION 7

ASSIGNMENT; ENCUMBRANCE

7.1 Assignment. 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 subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder on the Property, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement may be assigned by Developer without the consent of, but upon written notice to the City pursuant to the terms hereof. 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.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a “Party” for the purposes of this Agreement.

7.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement 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.

7.4 Notice of Assignment. The following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under this section at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 8

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property records of Collin County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon 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.

8.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, and upon the payment to the City of a \$500.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, including without limitation attorney’s fees and related costs, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 9

GENERAL PROVISIONS

9.1 Term. Except with respect to any earlier termination effected under this Agreement, this Agreement shall terminate upon satisfaction of all obligations by all Parties or the expiration of five (5) years after the Effective Date, whichever occurs earlier.

9.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this

been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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 three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. 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.

9.12 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. By entering into this Agreement, the Parties understand and agree that any previous agreements or understanding between the parties are null and void.

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

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

- | | |
|-----------|---|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Final Plat |
| Exhibit C | Water and Sanitary Sewer Improvements – Opinion of Probable Construction Cost |
| Exhibit D | Water and Sanitary Sewer Improvements – Plans and Specifications |

[SIGNATURES PAGES AND EXHIBITS FOLLOW, REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]

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

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this __ day of _____ 2021,
Nate Pike, Mayor of the City of Anna, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

DEVELOPER:

ANNA CROSSING PARTNERS LP,
a Texas limited partnership

By: Anna Crossing Partners GP LLC,
a Texas limited liability company,
its general partner

By: Village Communities Development Corporation,
a Texas nonprofit public facility corporation,
its managing member

By: _____
Name: Antonio D. Williams
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2022, by
_____, _____ of Anna Crossing Partners, a Texas Limited
Liability Corporation.

Notary Public in and for the State of Texas

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

STATE OF TEXAS § COUNTY OF COLLIN §

BEING A CALLED 20.799 ACRES TRACT OF LAND SITUATED IN THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798 IN THE CITY OF ANNA IN COLLIN COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO ANNA 21, LLC, RECORDED IN DOCUMENT NO. 2019101001387120, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), BEING MORE PARTICULARLY DESCRIBED HEREIN BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHERLY NORTHEAST CORNER OF SAID ANNA 21 TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ROGER D. WANGLER AND WIFE ASPASIA D. WANGLER RECORDED IN VOLUME 2801, PAGE 151, O.P.R.C.C.T. AND BEING IN THE SOUTH LINE OF A CALLED 4.85 ACRES TRACT OF LAND DESCRIBED IN DEED TO CROSS POINT CHURCH ANNA, RECORDED IN DOCUMENT NO. 20200212000200140, O.P.R.C.C.T.;

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID ANNA 21 TRACT AND WEST LINE OF SAID WANGLER TRACT, A DISTANCE OF 127.88' FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID WANGLER TRACT AND NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT ONE AND TRACT TWO IN DEED TO FIRST APOSTOLIC CHURCH, RECORDED IN VOLUME 4531, PAGE 810, O.P.R.C.C.T.;

THENCE SOUTH 00 DEGREES 42 MINUTES 33 SECONDS WEST, CONTINUING WITH THE EASTERLY LINE OF SAID ANNA 21 TRACT AND WEST LINE OF SAID FIRST APOSTOLIC CHURCH TRACTS, A DISTANCE OF 98.40 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID FIRST APOSTOLIC CHURCH TRACT TWO AND ELL CORNER OF SAID ANNA 21 TRACT;

THENCE SOUTH 87 DEGREES 53 MINUTES 21 SECONDS EAST, WITH THE NORTH LINE OF SAID ANNA 21 TRACT AND SOUTH LINE OF SAID FIRST APOSTOLIC CHURCH TRACT TWO, A DISTANCE OF 194.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO FLOYD WAYNE MCBROOM, SR. (DECEASED) AND EDNA MAY MCBROOM (LIFE ESTATE) RECORDED IN DOCUMENT NO. 92-0084922, O.P.R.C.C.T. AND ELL CORNER OF SAID ANNA 21 TRACT;

THENCE SOUTH 04 DEGREES 10 MINUTES 33 SECONDS WEST, WITH THE WEST LINE OF SAID MCBROOM TRACT AND EAST LINE OF SAID ANNA 21 TRACT, A DISTANCE OF 219.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MCBROOM TRACT AND ELL CORNER OF SAID ANNA 21 TRACT;

THENCE SOUTH 87 DEGREES 34 MINUTES 33 SECONDS EAST, WITH THE SOUTH LINE OF SAID MCBROOM TRACT AND NORTH LINE OF SAID ANNA 21 TRACT, A DISTANCE OF 174.00 FEET TO A 5/8 INCH IRON ROD STAMPED "XDOT ROW" FOUND FOR THE SOUTHEAST CORNER OF SAID MCBROOM TRACT AND ANGLE CORNER OF SAID ANNA 21 TRACT AND BEING IN THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY NO. 5 ALSO KNOWN AS POWELL PARKWAY (A CALLED VARIABLE WIDTH R.O.W.);

THENCE WITH THE EASTERLY LINE OF SAID ANNA 21 TRACT AND WESTERLY LINE OF SAID STATE HIGHWAY NO. 5 A.K.A. POWELL PARKWAY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 21 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.96 FEET TO A 5/8 INCH IRON ROD STAMPED "XDOT ROW" FOUND FOR CORNER;

SOUTH 04 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.03 FEET TO A 5/8 INCH IRON ROD STAMPED "XDOT ROW" FOUND FOR CORNER;

SOUTH 12 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 157.15 FEET TO A 5/8 INCH IRON ROD STAMPED "XDOT ROW" FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 10 MINUTES 51 SECONDS WEST, A DISTANCE OF 234.66 FEET TO A 5/8 INCH IRON ROD STAMPED "XDOT ROW" FOUND FOR THE EASTERLY SOUTHEAST CORNER OF SAID ANNA 21 TRACT AND NORTHEAST CORNER OF A CALLED 0.3417 ACRE TRACT OF LAND DESCRIBED IN DEED TO U.S. AUTO TRANSMISSIONS, INC. RECORDED IN VOLUME 5924, PAGE 184, O.P.R.C.C.T.;

THENCE NORTH 78 DEGREES 49 MINUTES 17 SECONDS WEST, DEPARTING THE WESTERLY LINE OF SAID STATE HIGHWAY NO. 5 A.K.A. POWELL ROAD, AND WITH THE SOUTH LINE OF SAID ANNA 21 TRACT AND NORTH LINE OF SAID U.S. AUTO TRANSMISSIONS TRACT, A DISTANCE OF 125.07 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID U.S. AUTO TRANSMISSIONS TRACT AND NORTHERLY NORTHEAST CORNER OF A CALLED 11.226 ACRES TRACT OF LAND DESCRIBED IN DEED TO ANNA VILLAGE, LLC RECORDED IN DOCUMENT NO. 20131016001427770, O.P.R.C.C.T.;

THENCE WITH THE SOUTHERLY LINE OF SAID ANNA 21 TRACT AND NORTHERLY LINE OF SAID ANNA VILLAGE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 79 DEGREES 16 MINUTES 20 SECONDS WEST, A DISTANCE OF 167.71 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

NORTH 85 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 286.86 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 58 MINUTES 37 SECONDS WEST, A DISTANCE OF 154.22 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 234.38 FEET TO A 5/8 INCH IRON ROD FOUND FOR ELL CORNER OF SAID ANNA 21 TRACT AND NORTHWEST CORNER OF SAID ANNA VILLAGE TRACT;

THENCE SOUTH 05 DEGREES 48 MINUTES 20 SECONDS WEST, WITH THE WEST LINE OF SAID ANNA VILLAGE TRACT AND EAST LINE OF SAID ANNA 21 TRACT, A DISTANCE OF 220.26 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A TRACT OF A CALLED 2.47 ACRES TRACT OF LAND DESCRIBED IN DEED TO JOE A. GREER, JR. AND WIFE GERALDINE GREER RECORDED IN VOLUME 1145, PAGE 6, O.P.R.C.C.T.;

THENCE NORTH 71 DEGREES 05 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID GREER TRACT (1145/6) AND SOUTH LINE OF SAID POOLE TRACT, PASSING THE NORTHWEST CORNER OF SAID GREER TRACT (1145/6) AND NORTHEAST CORNER OF A CALLED 11.195 ACRES TRACT DESCRIBED IN DEED TO JOE A. GREER, JR. AND WIFE GERALDINE GREER RECORDED IN VOLUME 976, PAGE 120, O.P.R.C.C.T. AND CONTINUING FOR A TOTAL DISTANCE OF 287.17 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID GREER TRACT IN THE CENTERLINE OF SLAYTER CREEK AND BEING IN THE EASTERLY LINE OF A CALLED 7.82 ACRES TRACT OF LAND DESCRIBED IN DEED TO KIM THOMAS POOLE AND RUTH ANN POOLE, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 20090917001159430, O.P.R.C.C.T.;

THENCE NORTH 10 DEGREES 25 MINUTES 28 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ANNA 21 TRACT AND THE EASTERLY LINE OF SAID POOLE TRACT, AND ALONG SAID CENTERLINE OF SLAYTER CREEK PASSING THE NORTHEASTERLY CORNER OF SAID POOLE TRACT AND SOUTHEASTERLY CORNER OF A CALLED 7.511 ACRES TRACT OF LAND DESCRIBED IN DEED TO JAMES BONNER OGLESBY AND SPOUSE, CINDY R. OGLESBY RECORDED IN VOLUME 3963, PAGE 362, O.P.R.C.C.T. AND CONTINUING FOR A TOTAL DISTANCE OF 88.52 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS EAST, CONTINUING ALONG THE WESTERLY LINE OF SAID ANNA 21 TRACT AND THE EASTERLY LINE OF SAID OGLESBY TRACT AND ALONG SAID CENTERLINE OF SLAYTER CREEK, A DISTANCE OF 60.32 FEET TO A POINT FOR CORNER;

THENCE NORTH 25 DEGREES 22 MINUTES 08 SECONDS EAST, CONTINUING ALONG THE WESTERLY LINE OF SAID ANNA 21 TRACT AND THE EASTERLY LINE OF SAID OGLESBY TRACT AND ALONG SAID CENTERLINE OF SLAYTER CREEK, PASSING THE SOUTHERNMOST CORNER OF A CALLED 8.4 ACRES TRACT OF LAND DESCRIBED IN DEED TO HARLOW LAND CO., LTD. RECORDED IN VOLUME 4617, PAGE 2624, O.P.R.C.C.T. AND CONTINUING FOR A TOTAL DISTANCE OF 140.77 FEET TO A POINT FOR CORNER;

THENCE ALONG THE WESTERLY LINE OF SAID HARLOW LAND CO., LTD. TRACT, THE EASTERLY LINE OF SAID ANNA 21 TRACT AND WITH THE CENTERLINE OF SAID SLAYTER CREEK THE FOLLOWING COURSES AND DISTANCES:

NORTH 13 DEGREES 50 MINUTES 56 SECONDS EAST, A DISTANCE OF 125.21 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 83.89 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 80.29 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 03 MINUTES 14 SECONDS EAST, A DISTANCE OF 85.17 FEET TO A POINT FOR CORNER;

NORTH 35 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 78.50 FEET TO A POINT FOR CORNER;

NORTH 32 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 102.28 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 19.12 FEET TO A POINT FOR CORNER;

NORTH 53 DEGREES 10 MINUTES 37 SECONDS EAST, A DISTANCE OF 112.26 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 111.88 FEET TO A POINT FOR CORNER;

THENCE NORTH 26 DEGREES 34 MINUTES 20 SECONDS EAST, A DISTANCE OF 85.07 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CROSS POINT CHURCH ANNA TRACT;

THENCE SOUTH 88 DEGREES 12 MINUTES 53 SECONDS EAST, DEPARTING THE CENTERLINE OF SAID SLAYTER CREEK AND WITH THE NORTH LINE OF SAID ANNA 21 TRACT AND SOUTH LINE OF SAID CROSS POINT CHURCH ANNA TRACT, A DISTANCE OF 277.61 FEET TO A NAIL FOUND FOR CORNER;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS EAST, CONTINUING WITH THE NORTH LINE OF SAID ANNA 21 TRACT AND SOUTH LINE OF SAID CROSS POINT CHURCH ANNA TRACT, A DISTANCE OF 139.19 FEET TO A NAIL FOUND FOR CORNER;

THENCE NORTH 87 DEGREES 46 MINUTES 34 SECONDS EAST, CONTINUING WITH THE NORTH LINE OF SAID ANNA 21 TRACT AND SOUTH LINE OF SAID CROSS POINT CHURCH ANNA TRACT, A DISTANCE OF 198.90 FEET TO THE POINT OF BEGINNING, AND CONTAINING, WITHIN THE METES AND BOUNDS HEREIN RECITED, 20.799 ACRES, (906,034 SQ. FT.) MORE OR LESS.

[illegible]

Exhibit C
OPINION OF PROBABLE CONSTRUCTION COST

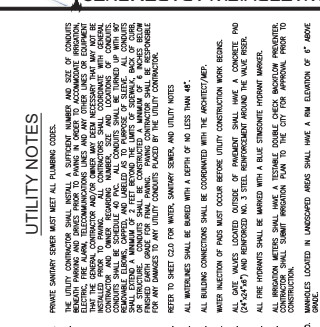


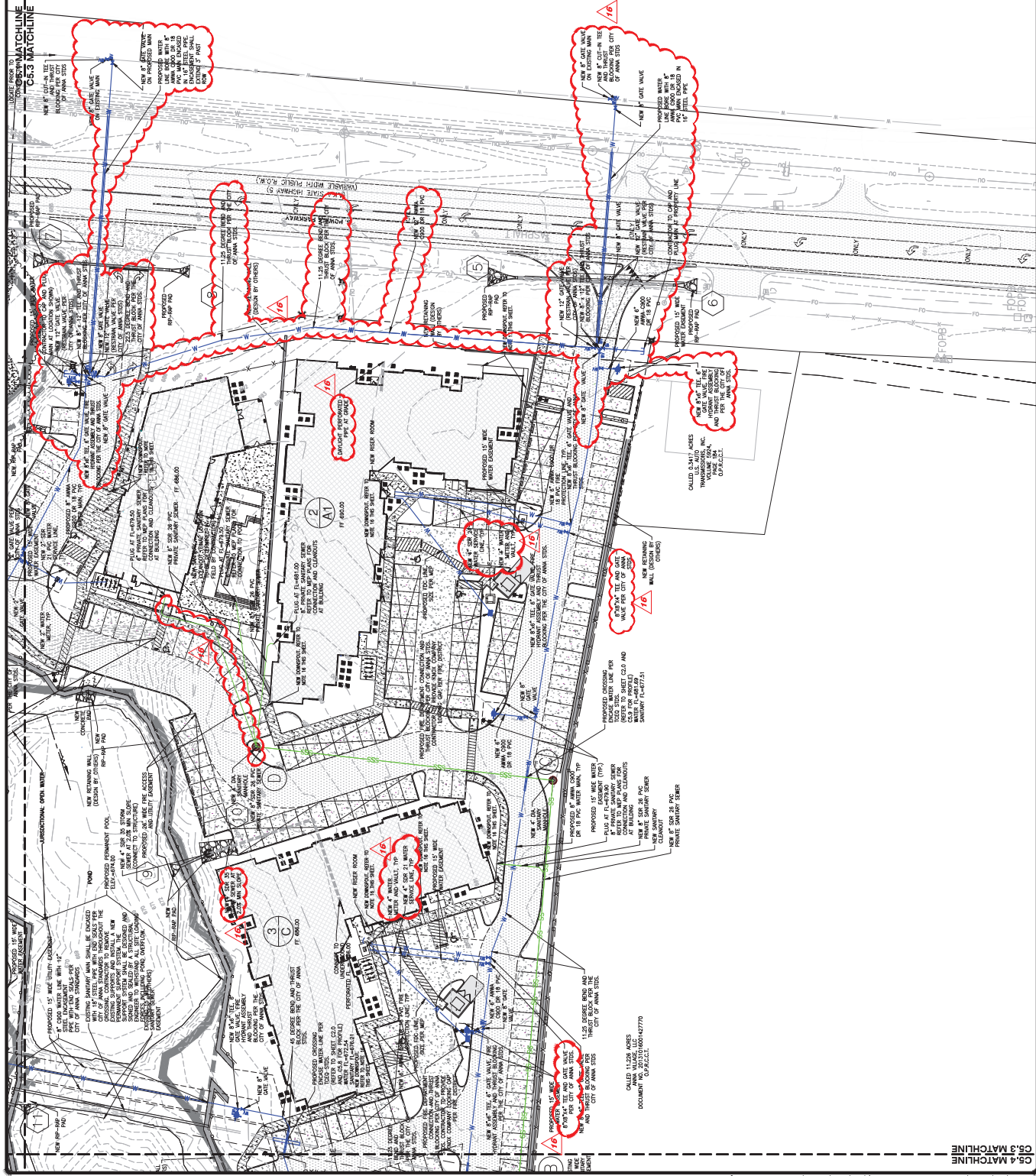
WATERVIEW APARTMENTS					
OPINION OF PROBABLE COST - WATERVIEW APARTMENTS					
10/17/2022					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
PROJECT ITEMS					
1	REMOVAL OF IMPROVEMENTS	LS	1	\$2,500.00	\$2,500.00
2	MOBALIZATION	LS	1	\$5,000.00	\$5,000.00
3	EXCAVATION	CY	215	\$15.00	\$3,225.00
4	12" X 8" TEE	EACH	4	\$2,900.00	\$11,600.00
5	8" GATE VALVE	EACH	4	\$1,550.00	\$6,200.00
6	12" GATE VALVE	EACH	4	\$2,600.00	\$10,400.00
7	12" AWWA C900 PVC WATER MAIN	LF	363	\$95.00	\$34,485.00
8	CONNECT TO EXISTING MAIN	EACH	1	\$1,200.00	\$1,200.00
9	GRANULAR FILL	CY	108	\$20.00	\$2,160.00
10	PRESSURE TEST	EACH	1	\$850.00	\$850.00
11	BACTERIA TEST	EACH	1	\$1,000.00	\$1,000.00
ROADWAY-SUBTOTAL					\$78,620.00
CONSTRUCTION-SUBTOTAL					\$78,620.00
CONTINGENCY (10%)					\$7,862.00
CONSTRUCTION TOTAL					\$86,482.00



WATERVIEW APARTMENTS					
OPINION OF PROBABLE COST - WATERVIEW APARTMENTS					
10/17/2022					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
PROJECT ITEMS					
1	EXCAVATION	CY	1,418	\$15.00	\$21,270.00
2	REMOVAL OF EXISTING IMPROVEMENTS	LS	1	\$5,000.00	\$5,000.00
3	CONNECT TO EXISTING MANHOLE	EA	1	\$2,000.00	\$2,000.00
4	TEMPORARY BYPASS OF EXISTING MAIN	LS	1	\$15,000.00	\$15,000.00
5	MOBALIZATION	LS	1	\$5,000.00	\$5,000.00
6	12" PVC (SDR-35)	LF	302	\$50.00	\$15,100.00
7	MANHOLE	EA	1	\$3,500.00	\$3,500.00
8	GRANULAR FILL	CY	1,418	\$20.00	\$28,360.00
ROADWAY-SUBTOTAL					\$95,230.00
CONSTRUCTION-SUBTOTAL					\$95,230.00
CONTINGENCY (10%)					\$9,523.00
CONSTRUCTION TOTAL					\$104,753.00



[illegible]



CS.4 MATCHLINE
CS.3 MATCHLINE

CS.1 MATCHLINE
CS.2 MATCHLINE

CS.2

CS.3

CS.4

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/03/2022
2	REVISIONS TO PERMITS	10/03/2022
3	REVISIONS TO PERMITS	10/03/2022
4	REVISIONS TO PERMITS	10/03/2022
5	REVISIONS TO PERMITS	10/03/2022
6	REVISIONS TO PERMITS	10/03/2022
7	REVISIONS TO PERMITS	10/03/2022
8	REVISIONS TO PERMITS	10/03/2022
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18	REVISIONS TO PERMITS	10/03/2022
19	REVISIONS TO PERMITS	10/03/2022
20	REVISIONS TO PERMITS	10/03/2022

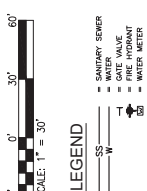
PROVIDENT REALTY ADVISORS
10210 N CENTRAL EXPRESSWAY
SUITE 300 DALLAS, TEXAS 75231
PHONE: (972) 385-4112



WATERVIEW APARTMENTS
1220 SOUTH POWELL PARKWAY
ANNA, TEXAS 75409
SE UTILITY PLAN
DATE: 10/03/2022



DESIGNED BY: MAB/LJM/CMK
DRAWN BY: MAB/LJM/CMK
CHECKED BY: MAB/LJM/CMK/UTR
DRAWING SCALE: AS SHOWN
DATE: 10/03/2022
JOB NUMBER: 20-0085-00B
SHEET NUMBER: C5.3



UTILITY NOTES

1. PRIVATE SEWER RIVERS MUST MEET ALL PLUMBING CODES.
2. THE CITY OF ANNA HAS A 15" DIA. 15' DEEP SANITARY SEWER MAIN UNDER THE CITY OF ANNA. THE CITY OF ANNA HAS A 15" DIA. 15' DEEP SANITARY SEWER MAIN UNDER THE CITY OF ANNA. THE CITY OF ANNA HAS A 15" DIA. 15' DEEP SANITARY SEWER MAIN UNDER THE CITY OF ANNA.
3. REFER TO SHEET C5.2 FOR WATER, SANITARY SEWER, AND UTILITY NOTES.
4. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
5. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
6. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
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14. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
15. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
16. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
17. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.
18. ALL BUILDING CONNECTIONS SHALL BE COORDINATED WITH THE ARCHITECT/MEP.



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing an Incentive Agreement for New Economic Development and related Lease Agreement between the Anna Economic Development Corporation and 3 Nations Brewing LLC. (Director of Economic Development Joey Grisham)

SUMMARY:

As the City Council conveyed 101 S. Powell to the Anna EDC for the public purpose of economic development, the Anna EDC has been working with 3 Nations Brewing since May. In order to renovate the former bank turned office building into a brewery and revitalize the property to allow for public gathering and accessible pedestrian access, the EDC Board approved an Incentive Agreement and Lease Agreement with 3 Nations Brewing LLC. 3 Nations will update/remodel the building, with the EDC providing a grant of up to \$650,000—this also includes updating the roof, fire suppression system, sidewalks/landscaping, and the HVAC system. Up to \$400,000 may be paid up front and up to \$250,000 being paid in Year 2 conditioned on progress of remodeling and continued operations.

FINANCIAL IMPACT:

The total maximum grant amount is \$650,000 from the EDC.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. 3 Nations Resolution
2. 3 Nations Incentive Agreement
3. 3 Nations Lease

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A PROJECT OF THE ANNA ECONOMIC DEVELOPMENT
CORPORATION INCLUDING INCENTIVES TO 3 NATIONS BREWING LLC AND
RELATED LEASE AGREEMENT**

WHEREAS, the Anna Economic Development Corporation (the “EDC”) Board met on October 5, 2022, and approved a Lease Agreement and an Agreement to expend funds to incentivize a brewpub project with 3 Nations Brewing LLC (the “Project”);

WHEREAS, the City of Anna, Texas (the “City”) finds that the Project will promote new or expanded business development in and near the City of Anna, Texas;

WHEREAS, the City approves and ratifies the EDC entering into that certain Incentive Agreement for New Economic Development Agreement and related Lease Agreement attached hereto as Exhibit A (collectively, the “Agreement”);

NOW THEREFORE, BE IT RESOLVED BY CITY OF ANNA, TEXAS, THAT:

Section 1. Findings

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

Section 2. Approval of Project and Funding

The City Council of the City of Anna, Texas hereby approves the project and the funding that is the subject matter of the Agreement, subject to approval as to legal form by the City’s legal counsel and execution of the Agreement by 3 Nations Brewing LLC.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 8th day of November 2022.

APPROVED:

ATTEST:

Nate Pike, Mayor

Carrie Land, City Secretary

INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this “Agreement”) is entered into by and between the Anna Economic Development Corporation (the “EDC”) and 3 Nations Brewing, LLC, a Texas limited liability company (“Company”).

WHEREAS, EDC owns real property consisting of approximately 0.879 acres and a 5,580 square foot building and described and depicted in further detail in the attached **Exhibit A** (the “Property”); and

WHEREAS, Company plans to improve and occupy the Property and use the Property solely as the site for a Brewpub; (the “Brewpub Project”); and

WHEREAS, a proposed site plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout of parking lots, traffic areas, fire lanes, buildings, and other development aspects planned for development of the Property; and

WHEREAS, the City of Anna, Texas (the “City”) currently lacks an establishment similar to the Brewpub Project to serve as a catalyst for the Downtown area and the EDC’s Board of Directors has found that the Brewpub Project will promote new or expanded business development and advance the Downtown Master Plan; and

WHEREAS, it is projected that the location and operation of the Brewpub in the City will directly create a minimum of 15 jobs; and

WHEREAS, the EDC recognizes the positive economic impact that Brewpub will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Brewpub, the Company has requested a grant (the “Incentive Grant”) and the EDC is willing to pay the Incentive Grant under and subject to the terms and conditions of this Agreement; and

WHEREAS, the EDC is authorized to grant the Incentive Grant under Chapter 504 of the Texas Local Gov’t Code;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the EDC and Company agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the EDC Board of Directors has approved and adopted this Agreement and the EDC's President has executed same; (2) Company has duly executed this Agreement and delivered same to the EDC; and (3) the City of Anna, Texas City Council has approved the Brewpub Project by resolution after two separate readings.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date, and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement.

2.02 The EDC may, at its sole discretion, terminate this Agreement if Company defaults by: (1) failing to timely commence construction of the Brewpub Project in accordance with Section 4.01; (2) by failing to timely obtain a Certificate of Occupancy in accordance with Section 4.01; (3) failing to meet and maintain the Job Creation Requirement; or (4) otherwise breaching its obligations or warranties under this Agreement. If this Agreement is terminated by the EDC under this paragraph, then the EDC shall have no obligation to pay the Incentive Grant to Company. The EDC may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 8.08 and 8.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by City upon substantial completion of the Brewpub Project in accordance with applicable City Regulations that permits the Brewpub Project to open to the public and operate. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, but shall include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City Code” means the Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards,

uniform codes, and other policies duly adopted by the City.

“Commence Construction” means to obtain a building permit from the City and commence the work of constructing, reconstructing, or remodeling any part of a vertical structure or structures composing any part of the Brewpub Project.

“Development” means the Development including the construction of Public Improvements necessary to serve the Property, the features shown on the site plan attached herein as **Exhibit B**, and the construction of the Brewpub Project.

“Effective Date” means the date described in Section 1 of this Agreement.

“Incentive Grant” means the dollar amount of \$650,000.

“Lease Agreement” means that certain lease agreement between the EDC and Company wherein the EDC is the landlord and Company is the tenant concerning the lease of that certain 0.879-acre tract being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas.

“Parties” mean the EDC and Company.

“Public Improvements” mean those certain utility, roadway, drainage and other improvements that Company is required to construct/install and dedicate to the City.

Section 4. Company Obligations. The obligations—including without limitation the requirements to meet all deadlines—set forth in this Section 4 are conditions for the Company to receive the Incentive Grant.

4.01. Construction, Location, and Operation of the Brewpub Project; Job Creation. The Brewpub Project shall be located and constructed within the Property consistent with the site plan attached hereto as **Exhibit B**. The deadline for Company to Commence Construction of the Brewpub Project is 90 days after the Effective Date. The deadline for Company to obtain a Certificate of Occupancy for the Brewpub Project is 225 days after the Effective Date. The Company must create a minimum of 15 jobs for employees carrying out the majority of their duties on the Property (the “Job Creation Requirement”). The deadline for Company to meet the Job Creation Requirement is 300 days after the Effective Date. The Job Creation Requirement shall thereafter be maintained while the Lease Agreement is in effect including all renewals or extensions (the “Lease Period”). During the Lease Period, Company shall supply the EDC with true and correct copies of all quarterly, annual, or other reports that Company submits to the Texas Workforce Commission and any other documentation deemed necessary by the EDC to verify to the EDC’s reasonable satisfaction that the Job Creation Requirement has been met and is being maintained as required under this Agreement. The Company shall

provide the EDC with written notice at any time there is noncompliance with the Job Creation Requirement. The EDC may at its discretion grant extensions of time for Company to regain compliance with the Job Creation Requirement; provided that such extensions are valid only if provided as a written notice in accordance with this Agreement.

4.02. Public Improvements Generally. Company shall provide or cause to be provided all Public Improvements, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with Development, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Company shall cause the timely installation of such improvements in accordance with the City Regulations unless otherwise approved herein. Company shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the Development. Construction of such improvements shall not be commenced until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.03. 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 Company 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 Company, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Designer's engineer, his officers, agents, servants or employees.

4.04. Insurance.

(a) Company shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements 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 Improvements construction contracts, whether by Company, a contractor, subcontractor, materialman, or otherwise.

(b) 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 Improvement construction contracts, Company 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 same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.05. Company Pays All Fees and Costs. Company shall timely pay, or cause third parties to timely pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees, insurance premiums, interest, carry cost, financing fees and all other fees, costs and expenses incurred in connection with the construction of the Public Improvements.

4.06. City Regulations. Company acknowledges that Development must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable City Regulations shall control.

Section 5. Incentive Grant Payment.

Provided that the EDC has not terminated or initiated termination of this Agreement under Section 2.02, the EDC hereby approves the payment of the Incentive Grant to the Company, which shall be paid to Company on the following schedule:

- \$400,000 within 30 days after issuance of building permit;
- \$250,000 within 30 days after issuance of a Certificate of Occupancy.

Notwithstanding the foregoing or any other provision of this Agreement, beginning on the 300th day after the Effective Date, for each and every period of 30 consecutive days that Company has not met or maintained the Job Creation requirement, the Company shall pay the EDC in the amount of \$10,800; provided, however, that this payment obligation shall not apply to any time period for which the EDC has granted an extension in accordance with Section 4.01 as relates to meeting or maintaining the Job Creation Requirement.

Section 6. Buy Local Provision.

6.01. Company agrees to use its commercially reasonable efforts to give

preference and priority to local manufacturers, suppliers, contractors, and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

6.02. For the purposes of this section, the term “local” as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Collin County.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are additional conditions for Company to receive the Incentive Grant. Company shall notify the EDC if and when any of the following warranties are no longer accurate. The failure to so notify the EDC is a material breach of this Agreement. Company warrants and represents to the EDC the following:

7.01. Company is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Company has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Company has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

7.03. Company has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

7.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Company are duly authorized to execute this Agreement on behalf of Company.

7.05. In accordance with Chapter 2264 of the Texas Government Code, Company certifies that neither it, nor a branch, division, or department of Company, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Company, or a branch, division, or department of Company, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Company shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the EDC notifies Company in writing of the violation. The Company does not boycott Israel and will not boycott Israel during the term of this Agreement.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Company and its general partner and officers, is threatened against or affecting Company, or the Development or the Property, that may result in any material adverse

change in Company's business, properties or operation.

7.07. Company shall not be in breach of any other contract by entering into and performing this Agreement. Company shall amend or enter into any other contract that may be necessary for Company to fully and timely perform its obligations under this Agreement.

Section 8. Miscellaneous.

8.01. Compliance with Laws. Company shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

8.02. Non-Discrimination. Company covenants and agrees that Company will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

8.03. Time Periods. Time is of the essence in the performance of this Agreement.

8.04. 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 equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (e) epidemics or pandemics (not including the COVID-19 pandemic) or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (f) labor shortages or moratoriums; (g) fire or other material casualty; (h) mechanical failure of equipment; (i) utility delays or interruptions; (j) any emergency event that threatens imminent harm to property or injury to persons; (k) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not

cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

8.05. Assignment. Except as provided below, Company may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of EDC, which approval will not be unreasonably withheld or delayed. The EDC agrees, however, that Company may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Company by reason of controlling, being controlled by, or being under common control with Company or to a third-party lender advancing funds for the construction or operation of Public Improvements. The EDC expressly consents to any assignment described in the preceding sentence and agrees that no further consent of the EDC to such an assignment will be required. Company agrees to provide the EDC with written notice of any such assignment. The foregoing notwithstanding, any assignment of Company's rights under this Agreement shall not release Company from its obligations hereunder.

8.06. INDEMNITY. COMPANY COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, THE EDC AND THEIR RESPECTIVE OFFICIALS, OFFICERS, BOARD MEMBERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF COMPANY, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION, OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED

FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY OR THE EDC OR THEIR RESPECTIVE OFFICIALS, OFFICERS, BOARD MEMBERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND/OR EDC AND COMPANY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR EDC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. COMPANY'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

8.07. Events of Default by Company. In addition to other events of default by Company set forth in this Agreement, each of the following events constitute a default of this Agreement by Company:

- (a) The EDC reasonably and in good faith determines that any representation or warranty on behalf of Company contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the EDC or the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- (b) Any attachment or other levy against the Development or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 days.
- (c) Company makes an assignment for the benefit of creditors.
- (d) Company files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (e) If taxes owed to the City by Company become delinquent, and Company fails to timely and properly follow the legal procedures for protest or contest.
- (f) Company fails to timely, fully and completely comply with any one or more of the deadlines, material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

8.08. Notice of Default. Should the EDC determine that Company is in default according to the terms of this Agreement, the EDC may notify Company in writing of the event of default, and provide 30 days from the date of the notice ("Cure Period") for Company to cure the event of default; provided, however, in the event if such event of

default is not able to be cured within such 30-day period, Company shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed 60 days from the date of notice from the EDC. Should the EDC fail to timely, fully and completely comply with any one or more of its obligations under this Agreement, such failure shall be an act of default by the EDC and the EDC shall have sixty 60 days to cure and remove the Default after receipt of written notice to do so from Company.

8.09. Results of Uncured Default by Company. If Company fails to cure any default during the Cure Period, the EDC may terminate this Agreement immediately by providing written notice of termination to the Company and the Company shall pay the EDC its reasonable attorney fees, related expenses, and costs of court to collect any amounts due under this Agreement and/or to enforce or terminate this Agreement. Upon full payment by Company of all sums due, the EDC and Company shall have no further obligations to one another under this Agreement. Neither the EDC nor Company may be held liable for any special or consequential damages. This paragraph shall survive the termination of this Agreement.

8.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Company's default may not be considered an estoppel against the EDC. It is expressly understood that if at any time Company is in default in any of its conditions or covenants of this Agreement, the failure on the part of the EDC to promptly avail itself of the rights and remedies that the EDC may have, will not be considered a waiver on the part of the EDC, but the EDC may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

8.11. Limitation of Remedies. Company specifically agrees that the EDC shall not be liable to Company for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the EDC under the terms of this Agreement.

8.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

COMPANY:

EDC: Anna Economic Development Corporation
Attn.: Economic Development Director
120 W. 7th Street
Anna, Texas 75409

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

8.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property
Exhibit B, Brewpub Project Site Plan

8.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

8.15. Relationship of Parties. In performing this Agreement, both the EDC and Company will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the City or the EDC have any control over or charge of Company's design, construction or installation of any of the infrastructure or public improvements that are 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 between the EDC and Company.

8.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

8.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or

circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

8.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

8.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

8.20. Sole Agreement. This Agreement constitutes the sole agreement between the EDC and Company as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

8.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

8.22. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

8.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

8.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

3 Nations Brewing, LLC a Texas limited liability company

By: _____
John Royer, its President

State of Texas
County of _____

Before me, on this day personally appeared John Royer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of 3 Nations Brewing, LLC for the purposes and consideration therein expressed.

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

Notary – State of Texas

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Bruce Norwood, its President

State of Texas
County of Collin

Before me, on this day personally appeared Bruce Norwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Anna Economic Development Corporation for the purposes and consideration therein expressed.

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

Notary – State of Texas

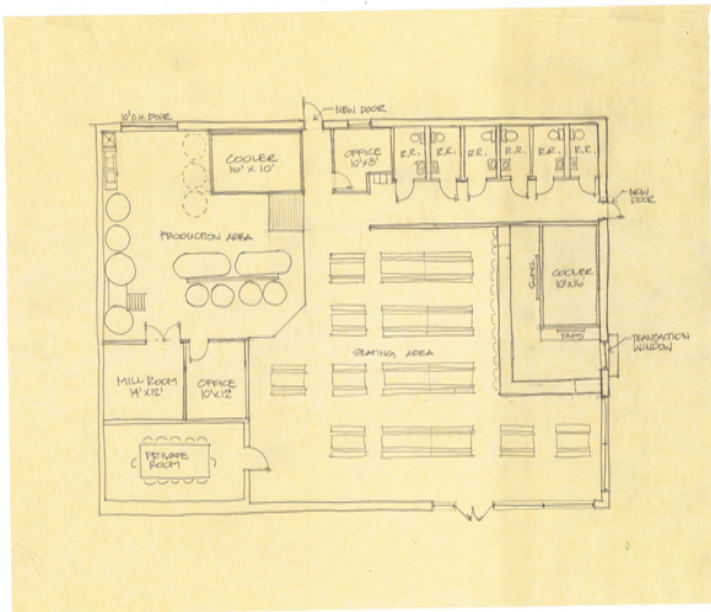
Exhibit A

Legal Description

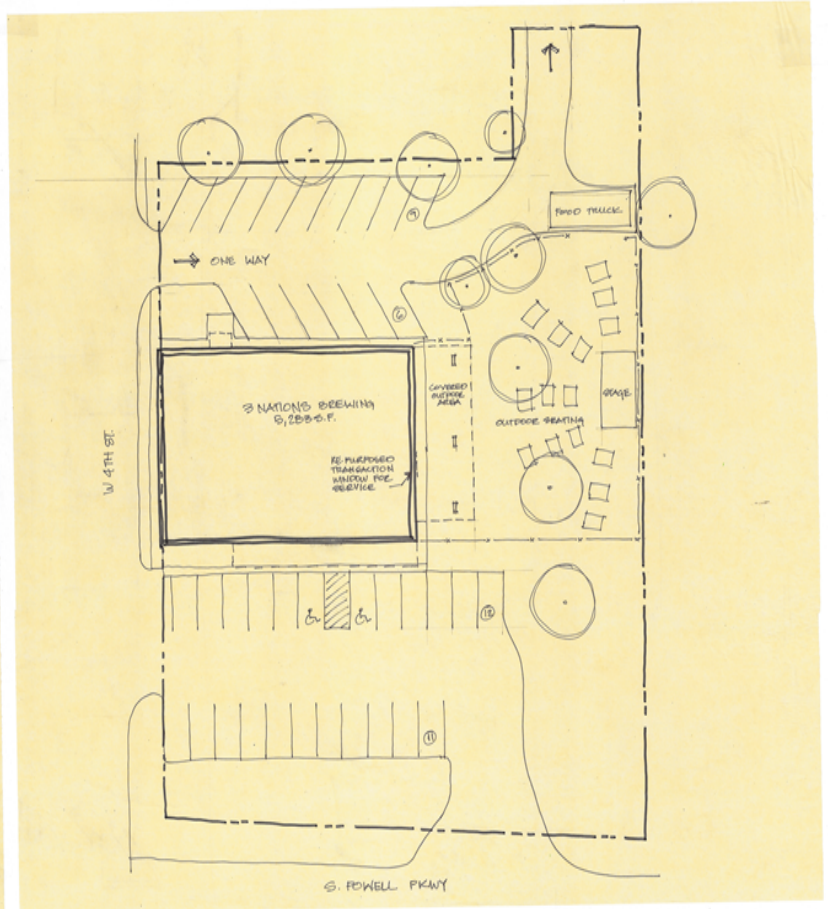
That certain 0.879-acre tract being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas.

Exhibit B

Brewpub Project Site Plan



FLOOR PLAN
SCALE: 1/8" = 1'-0"



SITE PLAN
SCALE: 1/8" = 1'-0"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between ANNA ECONOMIC DEVELOPMENT CORPORATION, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified ("Landlord") and 3 Nations Brewing, LLC a Texas limited liability company ("Tenant"). For valuable consideration the parties agree as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) City Council. The City Council of the City of Anna, Texas.

(b) Effective Date. The effective date of this Lease is the ____ day of _____ 20____.

(c) Landlord. The Anna Economic Development Corporation.

(d) Lease Year. Each 12-month period commencing on the first day of the first full month of the Term of this Lease following the Effective Date, or anniversary of such date, if this Lease is automatically renewed under Section 2(c) below.

(e) Permitted Exceptions. The conditions, restrictions, easements and encumbrances, if any, affecting title to the Premises set forth in the title policy attached hereto as Exhibit B.

(f) Premises. The 0.879-acre tract of land located on real property at 101 S. Powell Parkway, Anna, Texas 75409 being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas and as further described in Exhibit A, attached hereto (the "Premises") located in the City of Anna, Collin County, Texas, along with improvements including the 5,580 square foot building on the Premises ("Improvements").

SECTION 2. Demise, Term.

(a) Demise and Grant of Premises. Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease the Premises commencing on the Effective Date hereof and continuing until the expiration or earlier termination of the Term as hereinafter provided.

(b) Term. The primary term ("Primary Term") of this Lease shall commence as of the Effective Date hereof and shall expire on the last day of the month during which five years have elapsed from the Effective Date, subject to earlier termination as provided elsewhere in this Lease and to the Renewal Option described in Section 2(g) below. The Primary Term and any Renewal Term or extension thereof pursuant to Section 2(c) or 2(g) below is referred to in this Agreement as the "Term".

(c) Renewal. Subject to earlier termination that may occur under the terms of this Lease, this Lease shall automatically renew for 12-month periods beginning immediately after the end of the Primary Term—or after the end of the Five-Year Renewal Term if Tenant exercises the Renewal Option in Section 2(g), below—either Landlord or Tenant delivers written notice, one to the other, at least 90 days in advance of the end of the current Lease Year, of the intent that this Lease be terminated, in which case this Lease shall terminate at the end of said Lease Year.

(d) Quiet Enjoyment. Upon Tenant's payment of all Rent hereunder as same becomes due and observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Term, peaceful, quiet and undisturbed use and possession of the Premises and all rights and privileges appertaining thereto, subject to the terms, conditions and provisions of this Lease.

(e) Landlord's Title, Subordination. Landlord covenants, represents and warrants to Tenant as follows:

(1) Title. Landlord hereby represents and warrants that it owns good and indefeasible fee simple title in and to the Premises, subject only to the Permitted Exceptions, and has full right and authority to make this Lease. This Lease shall not be recorded.

(2) No Actions. There are no actions, suits or proceedings pending or to the best of Landlord's knowledge, threatened against Landlord and affecting any portion of the Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(3) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Premises or any portion thereof is bound. However, notwithstanding the foregoing or any term or provision of this Lease, and all rights and obligations of Landlord and Tenant hereunder are subject to and shall not be effective unless and until there has been formal approval by the City Council of this Lease at a duly noticed public meeting.

(f) Condition of Premises. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE PREMISES AND ACCEPTS THE PREMISES AS STATED IN THE CERTIFICATION ATTACHED HERETO AS EXHIBIT C AND DELIVERED BY TENANT TO LANDLORD. FURTHER, IF AT ANY TIME THIS LEASE SHALL BE FOUND OR DECLARED NULL, VOID, ILLEGAL OR OTHERWISE INVALID FOR ANY REASON BY A COMPETENT COURT OR TRIBUNAL WITH PROPER JURISDICTION, TENANT EXPRESSLY COVENANTS AND WARRANTS THAT IT SHALL CEASE ALL OPERATIONS AND VACATE AND SURRENDER THE PREMISES FORTHWITH IN ACCORDANCE WITH THE SURRENDER REQUIREMENTS

UNDER SECTION 10(e) AND OTHER APPLICABLE PROVISIONS OF THIS LEASE AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES CAUSED BY ANY SUCH FINDING OR DECLARATION OF NULLITY, VOIDNESS, ILLEGALITY OR INVALIDITY.

(g) Tenant's Renewal Option. Tenant shall have the option (the "Renewal Option") to extend the Primary Term of this Lease upon the same terms, covenants and conditions as those contained in this Lease (except for the amount of the Rent), for one (1) additional period of five (5) years (the "Five-year Renewal Term"), which Five-Year Renewal Term shall commence on the date after the expiration of the Primary Term, provided that this Lease shall not have been previously terminated, and no Event of Default shall have been committed by Tenant and remain uncured after notice and the applicable cure period. Such Renewal Option may be exercised with respect to the entire Premises only and shall be exercisable by Tenant delivering the Renewal Notice to Landlord at least six-months prior to the expiration of the Term. The Tenant may exercise the Renewal Option under this Section 2(g) only once to secure the Five-Year Renewal Term. The Parties must negotiate the amount of rent for the Five-Year Renewal Period at least six (6) months in advent of the expiration of the Primary Term. Any subsequent renewals shall be pursuant to Section 2(c) and not subject to this Section 2(g).

SECTION 3. Rent and Taxes. Tenant shall pay Landlord the following amounts:

(a) Rent. During the Primary Term, Tenant shall pay \$6,510 per month as rent ("Rent") for the Premises, which shall be due within ten (10) business days of the first day of each month. The amount of Rent for any Term after the Primary Term shall be negotiated at least six months in advance of expiration of the Primary Term or as may otherwise be agreed in writing by Landlord and Tenant.

(b) Taxes. Landlord and Tenant acknowledge and agree that to the extent this Lease results in any part of the Premises being subject to ad valorem taxes ("Taxes"), Tenant shall be liable to pay for any such Taxes as they become due and upon receipt of any tax statement or invoice for same, subject to the following. If during the Term of this Agreement, Taxes shall become due and owing concerning the Premises or any portion thereof, Tenant shall thereafter pay directly to the applicable taxing entity, if permitted by such taxing entity, or, in the alternative, to Landlord, the Taxes assessed against the Premises or any part thereof for any prior, current or subsequent Lease Year during any Term of the Lease. In such event, any such Taxes shall be paid prior to the delinquency date for such Taxes, but in no event earlier than ten days after written notice of the Tax due is delivered to Tenant, along with copies of statements of assessed value and tax statements applicable to each Lease Year to which such taxes apply. Tenant shall have the first and prior right to contest the amount or validity of the taxes pertaining to the Premises by appropriate administrative and legal proceedings brought either in its own name, Landlord's name, or jointly, as Tenant deems appropriate. Landlord shall reasonably cooperate with Tenant in its efforts to minimize the taxes to the lowest possible level but Landlord shall not be required to incur any cost or expense in connection therewith. Landlord shall from time-to-time execute and deliver to Tenant whatever documents may be reasonably required by governmental authorities to evidence

Tenant's authority to contest taxes attributable to the Premises. Landlord will send Tenant copies of any assessed values and statements received by Landlord promptly upon receipt and Tenant shall have the right, at its own expense, in good faith, to contest any such values, Taxes or payments in lieu of taxes and permit the items so contested to remain unpaid during the period of contest and any appeal therefrom, provided that prior to the date the taxes would become delinquent, Tenant provides a bond or other security required by applicable law and otherwise reasonably satisfactory to Landlord in the full amount of the unpaid taxes, together with any penalties, interest or fees attributable thereto that are due or are reasonably anticipated to accrue between the date thereof and the date of final payment of the taxes. Tenant shall be solely responsible for any taxes due and owing with respect to Tenant's personal property. Landlord shall be responsible for payment of any and all taxes attributable to any income of Landlord related to the Premises.

SECTION 4. Improvements, Signs, Additions and Repairs.

(a) Delivery of Premises. Landlord shall deliver exclusive possession of the Premises to Tenant upon the Effective Date, with renovations completed, suitable for commercial office use, empty, broom clean, and with working HVAC, subject only to the provisions and terms of this Lease and the Permitted Exceptions.

(b) Alterations and Improvements. With the exception of signs erected in conformance with applicable laws and ordinances, and construction of Improvements as approved in writing by Landlord, approval not to be unreasonably withheld, and, if required under City ordinance(s), set forth on one or more site plans submitted to and formally approved by the City Council during a duly posted meeting, and constructed in accordance with construction plans submitted to and approved in writing by the City or City staff, Tenant may not at any time construct, alter, change, and/or demolish any signs or Improvements now or hereafter situated on the Premises. If any such construction by Tenant is at any time approved:

(1) All such work shall be performed in a good and workmanlike manner, in accordance with accepted standards of engineering and architecture, if applicable, and in accordance with local, state and federal law, including but not limited to the Americans with Disabilities Act;

(2) Such construction, alteration, additions, changes or demolition shall be in compliance with all applicable building codes, zoning, rules, regulations and ordinances affecting construction of such alterations, additions, and changes and shall be commenced only after Tenant has been duly granted all applicable permits for same; and

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Premises (unless the same are fully bonded so as to cause same to be removed in accordance with applicable law), and Tenant shall indemnify, defend (using counsel acceptable to Landlord in its reasonable discretion), and hold harmless Landlord from and against any costs, liability or expense,

including attorney fees, attributable to any such liens. Tenant's obligations under this Section 4(c) shall expressly survive the expiration or earlier termination of this Lease.

(d) Environmental. Tenant will conduct its business in a lawful manner and will not make or permit any unlawful use of the Premises. Tenant will, at its own expense, promptly comply with all laws, regulations, and ordinances affecting the Premises and the cleanliness, safety, occupancy, and use thereof. TENANT SHALL INDEMNIFY, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY OR EXPENSE ARISING OUT OF OR ATTRIBUTABLE TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, LIABILITY OR EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE EXISTENCE, REMOVAL OR DISPOSAL OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS WITHIN OR UPON THE LEASED SPACE CAUSED BY TENANT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES DURING THE TERM OF THIS LEASE FOLLOWING THE EFFECTIVE DATE. FOR PURPOSES HEREOF, THE PHRASE "TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS" SHALL INCLUDE ITEMS COVERED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601-75(1986), AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, PUB. L. NO. 99-499, 100 STAT. 1613 (1986) ("CERCLA"), THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. §1251 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. §§300(f)-300(j), AND OTHER FEDERAL, STATE AND LOCAL LAWS NOW OR HEREFTER IN EFFECT GOVERNING THE EXISTENCE, REMOVAL OR DISPOSAL OF TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS. Tenant's obligations under this Section 4(d) shall expressly survive the expiration or earlier termination of this Lease.

(e) Repairs. Landlord shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the Premises in good condition and repair, including but not limited to the HVAC system, roof, structural portions, foundation, exterior portions, windows, interior and exterior walls and moldings, floors, doors, carpeting, attached light fixtures, plumbing, electrical wiring, switches and circuitry, exterior grounds and parking areas, all to be repaired and maintained in a condition suitable for commercial office use, and keep the Premises in compliance with applicable law throughout the Term. Notwithstanding the foregoing or any other provision of this Lease, Tenant is solely responsible for any repairs, maintenance, or design that Tenant may desire in order to attain or maintain any desired aesthetic design, presentation, display, or other aesthetic quality that is not necessary to allow for general commercial use. Tenant is also otherwise responsible for maintaining the interior of the Premises in good condition, reasonable wear and tear excepted. The foregoing shall not in any way impair or limit Tenant's right to make alterations or additions to the Premises as set forth in Section 4(b) above. Landlord may charge Tenant for reasonable third-party charges for repair of damage to the Premises, other than ordinary wear and tear, caused by Tenant's negligence, willful misconduct or breach of this Lease Agreement.

(f) Tenant's Fixtures. Tenant may install in or upon the Premises such trade fixtures and equipment as Tenant deems desirable, provided that Tenant does so in accordance with a written plan demonstrating the size and configuration of such fixtures

and equipment upon the Premises, with said written plan having been approved in advance by Landlord in writing, said approval not to be unreasonably withheld. All of said items shall remain Tenant's property whether or not affixed or attached to the Premises. Tenant may remove such items from the Premises at any time during the Term.

(g) Platting, Site Plans, Approvals. Landlord and Tenant acknowledge that it may be necessary, from time-to-time, for Landlord or Tenant to seek governmental approvals with respect to platting, zoning, site plans, permitting and/or obtaining other permits in connection with its use and occupancy of the Premises for the uses permitted hereby (collectively, "Approvals"). Landlord agrees to reasonably cooperate with Tenant with respect to its obtaining the Approvals and to execute such documents as may be required of the owner of fee title to the Premises in order for Tenant to obtain the Approvals, provided that Landlord shall not incur any costs or liabilities in connection therewith, and Landlord does not guarantee or make any representations with regard to Tenant's ability to actually obtain the Approvals. Tenant expressly understands and agrees that approval by the City Council of this Lease does not constitute the City Council's granting of an Approval and does not bind the City Council to grant or approve any other Approvals.

SECTION 5. Utilities. Landlord shall at its own expense arrange with the appropriate utility suppliers for services to the Premises (not including internet services or garbage collection), pay all connection, meter and service charges, if any, required to initially connect utilities to the Premises (not including internet services or garbage collection); and Tenant shall accept Landlord's reasonable and customary arrangement for the provision of utilities to the Premises suitable for commercial office use and Tenant shall be solely responsible for the payment of fees and penalties relating to all utility, internet, and garbage-collection services to the Premises.

SECTION 6. Use, Transfers, or Assignments.

(a) Tenant's Use. Except as prohibited or restricted by the Permitted Exceptions, Tenant may use the Premises as a brewery and restaurant, provided that such purpose is otherwise in conformity with all applicable site plans, zoning, and Approvals, and other restrictions set forth in this Lease and which may otherwise apply to the Premises.

(b) Assignment, Subletting. Tenant shall not assign all or any part of this Lease or sublet all or any part of the Premises without Landlord's written consent. In the case of any assignment or sublease permitted by Landlord, Tenant shall not be released from liability under this Lease. All assignments and subleases must be in writing and must be binding on Tenant and the assignee or subtenant. No assignment or sublease may become effective before Landlord has approved in writing the terms of such written assignment or sublease.

SECTION 7. Indemnification, Insurance.

(a) Indemnification. IN ADDITION TO ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION)

LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND LITIGATION COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF TENANT'S USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT OR CONTROL OF THE PREMISES, IMPROVEMENTS OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS SECTION 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM. **THE FOREGOING INDEMNIFICATIONS ARE EXPRESSLY INTENDED AND SHALL OPERATE TO PROTECT AND INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF LIABILITIES ARE ALLEGED OR PROVEN TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES.**

(b) Tenant's Insurance. Tenant shall, at its expense, obtain comprehensive general liability insurance against all claims on account of bodily injury, personal injury or property damage, for which Tenant may, as a result of its business operations or other use of the Premises, become liable, with limits of not less than (1) \$1,000,000.00 for bodily injury to or death of any one person, (2) \$2,000,000.00 for any one occurrence for bodily injury to or death of one or more persons arising out of any one occurrence, and (3) \$1,000,000.00 per occurrence with respect to any property damage; with a \$5,000,000.00 umbrella policy in addition to the foregoing policies. All policies of insurance to be maintained by Tenant hereunder may be maintained by way of "blanket policies" insuring the Premises and other premises and/or property owned or operated by Tenant or its Affiliates, and shall be subject to such self-insured retention as may be included in Tenant's policies, all in accordance with Texas law.

(c) Workers Compensation. Tenant shall maintain workers compensation or similar insurance affording not less than Texas statutory coverage minimums and providing not less than statutory limits or benefits for all employees of Tenant employed at the Premises.

(d) Scope. Each insurance or risk policy to be provided by Tenant hereunder shall name Landlord or its designee as additional insured and shall also contain a provision whereby the insurer agrees that such policy shall not be cancelled except after 30 days' written notice to Landlord or its designee. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has been paid, shall be provided to Landlord on or before the Effective Date of this Lease; and, thereafter, evidence of continuing insurance and premium payment shall be delivered to Landlord not less than 30 days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance or to deliver evidence of same, Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed by Tenant upon demand.

(e) Waiver of Subrogation. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of: (1) Landlord or its officers, directors, employees, agents, contractors, customers, or visitors and invitees of Landlord at the Premises; or (2) Tenant or its Permittees. This waiver shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Tenant shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Tenant shall promptly notify Landlord.

SECTION 8. Destruction, Condemnation.

(a) Destruction.

(1) Cancellation. Subject to subsection (2), below, if any portion of the Improvements situated on the Premises shall be damaged or destroyed to the extent that Tenant can no longer peaceably enjoy the Premises after Landlord has had at least 30 days after written notice from Tenant to cure any such damage or destruction, then this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days following such damage or destruction.

(2) Restoration. In the event of damage or destruction not caused by Tenant's or Landlord's intentional misconduct or breach of this Agreement, and in the event Tenant has elected not to terminate the lease, Landlord may, at its sole discretion: (1) remove any debris and cause the Premises to be repaired or restored as Tenant may deem necessary or desirable, but in any event the Premises shall be repaired or restored by Landlord to a safe and sightly condition in compliance with all applicable laws; or (2) terminate this Lease as indicated by written notice from Landlord within 30 days following such damage or destruction.

(3) Insurance Proceeds. Subject to any contrary provision of Section 7 above, all of Tenant's insurance proceeds, if any, payable with respect to damage or destruction of the improvements situated on the Premises shall be retained by and be the property of Tenant.

(b) Condemnation.

(1) Taking of Parking or Access. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Premises, this Lease shall terminate.

(2) Awards. All compensation awarded for any Taking of the Premises (other than a Taking initiated or consummated by the City of Anna, Texas), including any interest of Landlord or Tenant therein, shall be the property of Landlord, and Tenant

hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation.

SECTION 9. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(1) Obligations. Either party ("Defaulting Party") fails to perform any obligation, covenant or condition or to comply with any provisions of the Lease and such failure continues for 30 days after written notice from the other party ("Non-Defaulting Party"), unless said default requires more than 30 days to cure and the Defaulting Party commences a cure within 30 days after written notice and thereafter maintains a diligent effort to complete the cure.

(2) Bankruptcy. Either party files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or arrangement or makes an assignment for the benefit of creditors or any such petition is filed against a party and a receiver or trustee of all or any portion of that party's property is appointed and such proceeding is not dismissed or the trusteeship discontinued within 90 days after such appointment.

(b) Remedies. Upon the occurrence of an Event of Default by either party, the Non-Defaulting Party shall have the right to terminate this Lease due to the other's default and has the additional right to pursue a cause of action at law or in equity. In the event of early termination as a remedy to default, Tenant shall be liable to Landlord for a prorated portion of the rent and any utility amounts that would normally be due up and until the date that Tenant surrenders the Premises in accordance with this Lease, subject to offset for any damages at law or in equity.

SECTION 10. General Provisions.

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All Notices shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the Notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three days after the Notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified mail, return receipt requested. A party's address shall be as follows or as set forth in a written Notice to the other party:

Landlord: Director of Economic Development
 Anna Economic Development Corporation
 120 W. 7th Street
 Anna, Texas 75409

with a copy to: City Manager
 City of Anna, Texas

120 W. 7th Street
Anna, Texas 75409

and to: Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Tenant: _____

(b) Entire Agreement. This Lease embodies the entire agreement and understanding between the parties as to the lease of the Premises by Tenant and supersedes all prior negotiations, agreements and understandings pertaining to such lease. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. This Lease is not intended to be nor shall it be construed as a service contract or contract for the sale of goods by Tenant to Landlord. Landlord does not by entering into this Lease waive any immunities it may have under common law or statute. Any previous lease between Landlord and Tenant for any part of the Premises is hereby extinguished and terminated.

(c) Commission. Tenant and Landlord hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord. Tenant shall remove all Personal Property, which are not fixtures (other than fixtures installed by Tenant pursuant to Section 4(f) above, which Tenant may remove at Tenant's expense), and shall return any area altered by Tenant for use into its previous condition, subject to Landlord's election to allow any specific items to remain "as is," which election Tenant may secure only in writing from Landlord. All other installations or improvements, including all infrastructure,

structures, buildings, HVAC equipment, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation, the property of Landlord and shall be surrendered with the Premises at the expiration or termination of this Lease unless Landlord notifies Tenant to the contrary in writing, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subsection may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Premises caused by Tenant's removal of any property.

(f) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon the conditions stated herein.

(g) Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.

(h) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(i) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(j) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(k) Contract Interpretation. This Lease is the result of negotiation between the parties, and shall, in the event of any dispute over the meaning or application of any portion thereof, be interpreted fairly and reasonably, and not to be more strictly construed against one party than another, regardless of which party originally drafted the language in dispute.

(l) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(m) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

SIGNATURE PAGES FOLLOW.

SIGNATURES:

LANDLORD:

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Bruce Norwood, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____ 2022, by Bruce Norwood, President of Anna Economic Development Corporation, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified, on behalf of said Type A corporation.

Notary Public/State of Texas

TENANT:

3 NATIONS BREWING, LLC

By: _____
John Royer, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2022, by John Royer, President of 3 Nations Brewing, LLC.

Notary Public/State of Texas

EXHIBIT A SURVEY AND PROPERTY DESCRIPTION

Property Description (0.879 Acres)

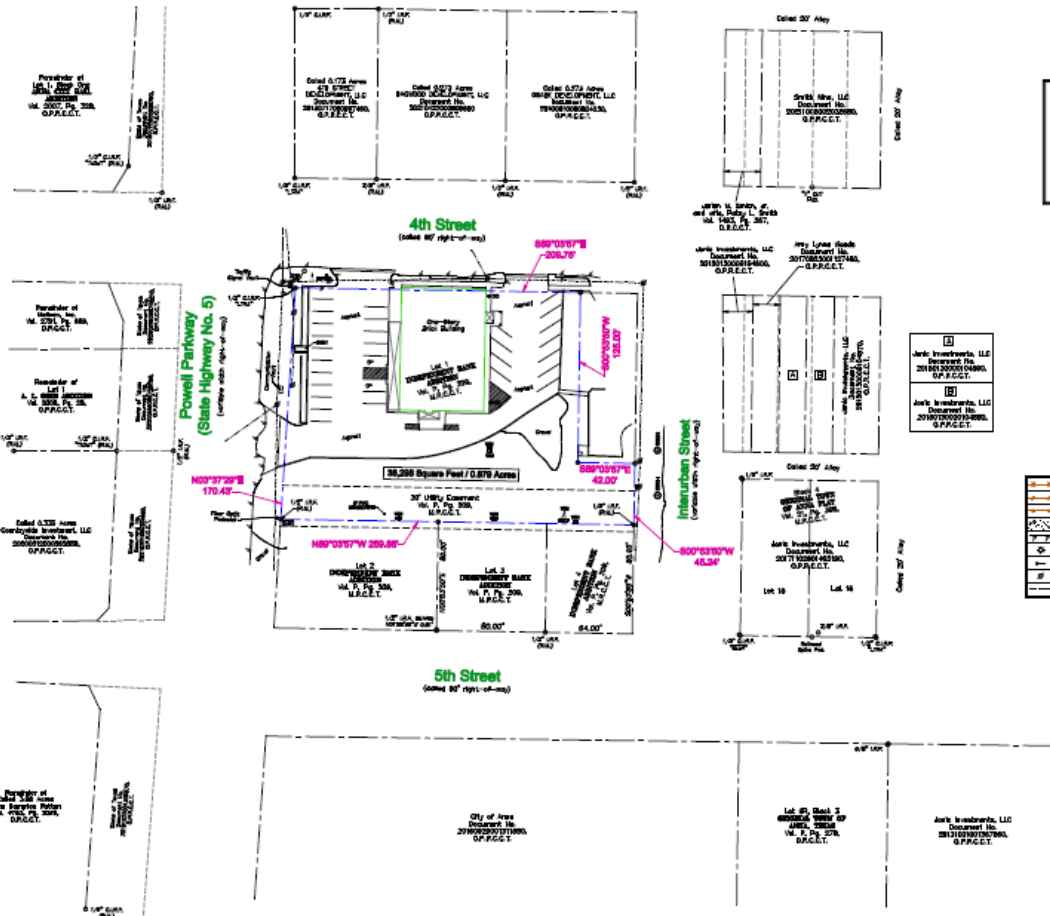
Being all of Lot 1, of DEPENDENT BANK ADDITION, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof, as recorded in Volume 11, Page 256, of the Map Records, Collin County, Texas.

General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 4800000001, Map Period Area 02, 2006, the herein described property is located in Zone "X", described by said map to be, "Area determined to be suitable for the 100-year flood (average) flooding". This flood insurance zone and map are for informational purposes only and do not constitute a warranty or representation of the accuracy of the map or the flood insurance zone. The property owner is advised that the flood insurance zone and map are for informational purposes only and do not constitute a warranty or representation of the accuracy of the map or the flood insurance zone.
2. The surveyor has relied on the records described subject deed with regard to any easements, restrictions, or rights-of-way affecting the above described property. No additional research regarding said easements, restrictions, or rights-of-way has been performed by the surveyor.
3. Surveys are based on the Texas State Plane Coordinate System, North Central Zone (4303), NAD83. The section corners shown are to be corrected to grid by dividing by the combined scale factor of 0.99994733, at base point 60.

Surveyor's Certificate

This survey was performed pursuant to the laws of the State of Texas, and the surveyor certifies that the plat herein represents an actual survey made on the ground and that all lines and dimensions shown are correct to the best of his knowledge. There were no title conflicts found during the term of this survey, except as shown. This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Creation & Survey.

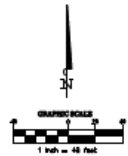


ABBREVIATIONS

1/2" = Iron Rod Found
(SIL) = Subsurface Monument
C.I.R.S. = Copied Iron Rod Found
C.I.R.S. = 1/2" Iron Rod with yellow plastic cap stamped "9915 5688" set
M.P.C.E.T. = Map Records, Collin County, Texas
S.P.C.E.T. = Sub Map Records, Collin County, Texas
S.P.C.E.T. = Official Public Records, Collin County, Texas

SYMBOLS LEGEND

Orange line	Iron Rod	Iron Rod	Iron Rod
Red line	Subsurface Monument	Iron Rod	Iron Rod
Blue line	Copied Iron Rod	Iron Rod	Iron Rod
Green line	1/2" Iron Rod with yellow plastic cap	Iron Rod	Iron Rod
Yellow line	Map Records, Collin County, Texas	Iron Rod	Iron Rod
Black line	Sub Map Records, Collin County, Texas	Iron Rod	Iron Rod
Blue line	Official Public Records, Collin County, Texas	Iron Rod	Iron Rod
Red line	Iron Rod	Iron Rod	Iron Rod
Blue line	Subsurface Monument	Iron Rod	Iron Rod
Green line	Copied Iron Rod	Iron Rod	Iron Rod
Yellow line	1/2" Iron Rod with yellow plastic cap	Iron Rod	Iron Rod
Black line	Map Records, Collin County, Texas	Iron Rod	Iron Rod
Blue line	Sub Map Records, Collin County, Texas	Iron Rod	Iron Rod
Red line	Official Public Records, Collin County, Texas	Iron Rod	Iron Rod



LAND TITLE SURVEY
0.879 ACRES
LOT 1
INDEPENDENT BANK ADDITION
CITY OF ANNA,
COLLIN COUNTY, TEXAS

North Texas
Surveying, L.L.C.
Registered Professional Land Surveyors
1001 West 12th Street
Suite 100
Ft. Worth, Texas 76102
Phone: (817) 335-1111
Fax: (817) 335-1112
www.northtexasurveying.com

EXHIBIT B
TITLE POLICY AND PERMITTED EXCEPTIONS

Any and all easements and encumbrances of any kind recorded in the Collin County, Texas land records pertaining to the Premises or granted or conveyed by Landlord in accordance with applicable provisions of the Lease.

EXHIBIT C
TENANT'S CERTIFICATE AND AGREEMENT

THIS TENANT'S AS-IS CERTIFICATE AND AGREEMENT (this "Agreement"), is made as the ____ day of _____, 2022 by **ANNA ECONOMIC DEVELOPMENT CORPORATION**, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified ("Landlord") and **3 Nations Brewing, LLC** ("Tenant").

RECITALS

WHEREAS, pursuant to the terms of that certain Lease Agreement, effective as the ____ day of _____, 2022, by and between Landlord and Tenant (as the same may have been amended or modified, the "Lease"), Landlord agreed to lease to Tenant, *inter alia*, that certain Premises legally described on Exhibit A attached thereto and incorporated herein by this reference, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Lease. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease; and

WHEREAS, the Lease requires, *inter alia*, that, as a condition precedent to Landlord's obligations under the Lease, Tenant shall execute and deliver this Agreement to Landlord at Closing.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant hereby certifies and agrees as follows:

1. For purposes of this Agreement, the following terms shall have the following meanings:

"Assumed Liabilities" shall mean any and all Liabilities attributable to the physical condition of the Premises, other than latent defects or conditions unknown to Tenant at the Effective Date, or conditions giving rise to work or repairs agreed to be done by Landlord, arising on or after the date hereof and attributable to events or circumstances which may hereafter occur, including, without limitation, (a) all Liabilities with respect to the condition of the Premises for which Tenant is to be responsible for repairs or maintenance under this Lease; (b) all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials caused by Tenant in, at, about or under the Premises, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination at,

in, about or under the Premises to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused or committed by Tenant during Tenant's occupancy of the Premises; and (c) any tort claims made or brought with respect to the Premises arising out of the use or operation thereof by Tenant or its invitees and not arising from Landlord's breach of its obligations under this Lease or with respect to the Premises. Notwithstanding the foregoing, however, "Assumed Liabilities" shall not include any Liabilities arising out of or in connection with:

- (i) any claims made or causes of action brought by any governmental authority as a result of any violations of any applicable laws that were caused by Landlord or by persons other than Tenant, or its invitees during the Lease term, during the time that Landlord owned title to the Premises; and/or
- (ii) any and all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials introduced or installed by Landlord or by persons other than Tenant, or its invitees during the Lease term, during or prior to Landlord's period of ownership of the Premises to, in, at, about or under the Premises, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination (collectively "Environmental Laws") at, in, about or under the Premises to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused by Landlord, or any person other than Tenant or its invitees, during or prior to Landlord's period of ownership of the Premises.
- (iii) any and all Liabilities relating to, arising from or based upon latent defects, or conditions giving rise to work required to be done by Landlord under the Lease.

The items listed in clauses (i)-(iii) above are referred to collectively as the "Excluded Liabilities".

"Tenant's Representatives" shall mean Tenant and any officers, directors and senior employees of Tenant involved with the negotiation of the Lease.

"deemed to know" (or words of similar import) shall have the following meaning:

(a) Tenant shall be "deemed to know" of the existence of a fact or circumstance to the extent that:

- (i) any Tenant's Representative has actual knowledge of such fact or circumstance, or
- (ii) such fact or circumstance is disclosed by the Lease, or any other Document¹ delivered to any of Tenant's Representatives.

(b) Tenant shall be "deemed to know" that any of Landlord's warranties or representations is untrue, inaccurate or incorrect to the extent that:

- (i) any Tenant's Representative has actual knowledge of information which is inconsistent with any of Landlord's Warranties, or
- (ii) the Lease or any Document contains information, which is inconsistent with any of Landlord's warranties or representations.

"Documents" shall mean the documents and instruments applicable to the Premises or any portion thereof that any of the Landlord Parties deliver or make available to any Tenant's Representative prior to the date hereof or which are otherwise obtained by any Tenant's Representative prior to the date hereof, including, but not limited to, the Title Commitment, the Survey, the Title Documents, and the Premises Documents.

"Due Diligence" shall mean examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Premises or Premises, the Documents, and other information and documents regarding the Premises, including, without limitation the physical condition of the Premises.

"Hazardous Materials" shall mean any substance, chemical, waste or material that is or becomes regulated by any Federal, State or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos or any substance containing more than 0.1 percent asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.

"Liabilities" shall mean, collectively, any and all losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever.

¹ *Tenant is deemed to have knowledge if any fact or circumstance is disclosed by any Documents (a broadly defined term) delivered or made available to Tenant, whether or not Tenant has actual conscious awareness of a particular fact.*

"Premises Documents" shall mean, collectively, any documents or instruments which constitute, evidence or create or relate to any portion of the Premises.

"Landlord Parties" shall mean and include, collectively, (a) Landlord; (b) its legal counsel; and (c) any third-party consultants engaged by Landlord to evaluate the feasibility of the Lease.

2. Tenant acknowledges and agrees that, prior to the date hereof: (a) Landlord has made available to Tenant, or otherwise allowed Tenant access to, the Premises; (b) Tenant has conducted (or has waived its right to conduct) all Due Diligence as Tenant considered necessary or appropriate; (c) Tenant has reviewed, examined, evaluated and verified the results of its Due Diligence to the extent it deems necessary or appropriate with the assistance of such experts as Tenant deemed appropriate; and (d) except for, and only to the extent of, Landlord's warranties and representations contained in the Lease, is acquiring the Premises based exclusively upon its own Due Diligence.

3. Tenant acknowledges and agrees that, except for, and only to the extent of, Landlord's warranties and representations under the Lease:

- (a) The Premises is being demised, and Tenant is accepting possession of the Premises on the date hereof, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in any payment of Rent or Additional Rent which may become due under the Lease, excepting any Excluded Liabilities, latent defects, or work required to be done by Landlord under the Lease.
- (b) Except as stated in this Lease, none of the Landlord Parties have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Tenant with respect to the physical condition of the Premises, any matter set forth, contained or addressed in the Documents (including, but not limited to, the accuracy and completeness thereof) or the results of Tenant's Due Diligence.
- (c) Tenant has confirmed independently all information that it considers material to its acceptance of the Premises.
- (d) Tenant is not relying on (and Landlord and each of the other Landlord Parties does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from any of the Landlord Parties, as to:
 - (i) the operation or performance of the Premises, the income potential, economic status, uses, or the merchantability, habitability or fitness of any portion of the Premises for a particular purpose other than for commercial office use;

- (ii) the physical condition of the Premises or the condition or safety of the Premises or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including Hazardous Materials, lot size, or suitability of the Premises or any component thereof for a particular purpose other than for commercial office use;
 - (iii) the presence or absence, location or scope of any Hazardous Materials in, at, about or under the Premises;
 - (v) whether the improvements are structurally sound, in good condition, or in compliance with applicable Laws, other than that the Premises have been delivered by the Landlord empty and broom clean, that the HVAC system is in working order at the time of delivery, and that the Premises are suitable for commercial office use;
 - (vi) the dimensions of the Premises or the accuracy of square footage, sketches, or revenue or expense projections related to the Premises;
 - (vii) the locale of the Premises, the leasing market for the Premises, or the market assumptions Tenant utilized in its analysis of the Premises and determination of the Rent amount; and
 - (viii) whether the Premises is or would likely constitute a target of terrorist activity or other acts of war.
- (e) Except as otherwise set forth in the Lease, Landlord is under no duty to make any affirmative disclosures or inquiry regarding any matter, which may or may not be known to any of Landlord Parties regarding the physical condition of the Premises, and Tenant, for itself and for its successors and assigns, hereby specifically waives and releases each of the Landlord Parties from any such duty that otherwise might exist.

4. Except as may be provided in the Lease regarding any repairs agreed to be done by Landlord, any repairs or work required by Tenant are the sole responsibility of Tenant, and Tenant agrees that there is no other obligation on the part of Landlord to make any changes, alterations or repairs to the Premises, including, without limitation, to cure any violations of Law, comply with the requirements of any insurer or otherwise. Except as may be provided in the Lease, Landlord is solely responsible for obtaining any certificate of occupancy or any other approval or permit necessary for the transfer or occupancy of the Premises; provided further, Landlord is responsible for any repairs or alterations necessary to obtain the same, at Landlord's sole cost and expense.

5. Tenant (i) having inspected the Premises as described above, (ii) having conducted, reviewed, examined, evaluated and verified the results of all Due Diligence to the extent Tenant deems appropriate as described above, (iii) having

notified Landlord of any changes, alterations or repairs required to be made to the Premises that Tenant has discovered as a result of such Due Diligence at the time of the signing of this Lease, and (iv) having determined that Tenant shall accept the Premises based exclusively upon its own Due Diligence (except for, and only to the extent of, Landlord's warranties and representations under the Lease), then, accordingly, Tenant agrees with Landlord that Tenant is in fact accepting the Premises based exclusively upon its own Due Diligence, except for, and only to the extent of, Landlord's warranties and representations under the Lease, and to evidence the foregoing, Tenant agrees to release Landlord as set forth below. Accordingly, except as expressly provided herein below in this Section 5, Tenant, for Tenant and Tenant's successors and assigns, hereby releases each of the Landlord Parties from, and waives any and all Assumed Liabilities against each of the Landlord Parties for or attributable to or in connection with the Premises, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances, which have heretofore or may hereafter occur.

Notwithstanding the foregoing, the release and waiver set forth in this Section 5 is not intended and shall not be construed as (i) affecting or impairing any rights or remedies that Tenant may have against Landlord as a result of a breach of any of Landlord's warranties and representations under the Lease, or (ii) shifting to Tenant any obligation, responsibility or liability for any Liability that does not constitute an Assumed Liability. Landlord hereby confirms it takes responsibility and liability for the Excluded Liabilities.

6. Tenant hereby assumes and takes responsibility and liability for all Assumed Liabilities. Notwithstanding the foregoing, nothing in this Section 6 shall be construed to affect or limit Tenant's rights or remedies against Landlord as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

7. Tenant expressly understands and acknowledges that it is possible that unknown Assumed Liabilities may exist with respect to the Premises and that Tenant explicitly took that possibility into account in determining and agreeing to accept the Premises, and that a portion of such consideration, having been bargained for between parties with the knowledge of the possibility of such unknown Assumed Liabilities has been given in exchange for a full accord and satisfaction and discharge of all such Assumed Liabilities, except for Assumed Liabilities arising as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

8. Tenant acknowledges and agrees that the provisions of this Agreement were a material factor in Landlord's agreement to lease the Premises to Tenant and, while Landlord has provided the Documents and cooperated with Tenant, Landlord is unwilling to lease the Premises unless the Landlord Parties are expressly released as set forth in Section 5 and Tenant assumes the obligations specified in Section 6.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Tenant has executed this Agreement as of the date first set forth hereinabove.

3 Nations Brewing, LLC

By: _____
John Royer, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day
of _____ 2022, by John Royer, President of 3 Nations Brewing, LLC.

Notary Public/State of Texas



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on adopting a Resolution of the City of Anna, Texas, determining the costs of certain authorized improvements to be financed within Improvement Area #2 of the Hurricane Creek Public Improvement District; approving a preliminary amended & restated service and assessment plan, including proposed Improvement Area #2 assessment roll; calling a regular meeting and noticing a Public Hearing for December 13, 2022, to consider an ordinance levying assessments on property located within improvement Area #2 of the Hurricane Creek Public Improvement District; directing the filing of the proposed assessment roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said Public Hearing; and resolving other matters incident and related thereto. (Director of Economic Development Joey Grisham)

SUMMARY:

The following item is related to the Hurricane Creek Public Improvement District Improvement Area #2 and sets out costs of the improvements to be financed as well as approving the Preliminary Amended and Restated Service and Assessment Plan. It also sets a Public Hearing for December 13, 2022 for the levying of assessments in Improvement Area #2.

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 RECOMMENDATION:

Approve.

ATTACHMENTS:

1. Resolution Determining Costs (Anna Hurricane Creek) v2

2. 2022-11-01_ANNA_Hurricane Creek A&R SAP_v1.3

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created -

CITY OF ANNA, TEXAS

RESOLUTION NO. 2022-__-__

A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN IMPROVEMENT AREA #2 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *DECEMBER 13, 2022* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Anna, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on October 23, 2018, the City Council conducted a public hearing to consider a petition received by the City on October 19, 2018 titled "Petition for the Creation of a Public Improvement District within the city of Anna, Texas, for the Hurricane Creek Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on November 13, 2018, the City Council approved Resolution No. 2018-11-506 (the "Authorization Resolution"), authorizing, establishing and creating the Hurricane Creek Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$30,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Hurricane Creek Public Improvement District 2022 Preliminary Amended & Restated Service and Assessment Plan", including the proposed Improvement Area #2 assessment roll attached thereto (the "Proposed Assessment Roll"), dated November 8, 2022 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Roll state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS AS FOLLOWS:

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Improvement Area #2 Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit B of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Improvement Area #2 Projects, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Roll state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *December 13, 2022 at 6:30 p.m. at Anna Municipal Complex, Council Chambers, 120 W. 7th Street, Anna, TX 75409*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *December 13, 2022*, in substantially the

form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before December 3, 2022, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Roll are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *December 13, 2022*, on or before December 3, 2022, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *December 13, 2022* meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 8th day of November, 2022.

ATTEST:

Nate Pike, Mayor

Carrie L. Land, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF ANNA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Anna, Texas on *December 13, 2022 at 6:30 p.m. at Anna Municipal Complex, Council Chambers, 120 W. 7th Street, Anna, Texas 75409*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #2 of the Hurricane Creek Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property in Improvement Area #2 of the District.

The total costs of the Improvement Area #2 Projects, including the costs of creating the District and issuing the bonds, is approximately \$10,712,158. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional \$8,790,000.

The boundaries of the District include approximately 368.2 acres of land generally located north of FM 455, west of US highway 75, and east of Anna's western city limits, located within the City and as more particularly described by a metes and bounds description available at Anna City Hall, Anna Municipal Complex, 120 W. 7th Street, Anna, Texas 75409 and available for public inspection.

All written or oral objections on the proposed assessment within Improvement Area #2 of the District will be considered at the public hearing.

A copy of the Improvement Area #2 Assessment Roll (the "Assessment Roll"), which Assessment Roll includes the assessments to be levied against certain assessable parcels in Improvement Area #2 of the District for the Improvement Area #2 Projects, is available for public inspection at the office of the City Secretary, Anna Municipal Complex, 120 W. 7th Street, Anna, Texas 75409.

Hurricane Creek Public Improvement District

2022 PRELIMINARY AMENDED & RESTATED SERVICE AND
ASSESSMENT PLAN

NOVEMBER 8, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2022 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section”, “Exhibit” or an “Appendix” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On November 13, 2018, the City passed and approved Resolution No. 2018-11-506 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 368.2 acres located within the City, as described by metes and bounds on **Exhibit M-1** and depicted on **Exhibit A-1**.

On March 12, 2019, the City Council approved the 2019 Service and Assessment Plan for the District by adopting the 2019 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 and the Major Improvement Area of the District and approved the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll.

On July 28, 2020, the City Council adopted Resolution No. 2020-07-763 approving the 2020 Annual Service Plan Update for the District. The 2020 Annual Service Plan Update updated the Assessment Rolls for 2020.

On July 27, 2021, the City Council approved Ordinance No. 929-2021 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On July 26, 2022, the City Council approved Ordinance No. 985-2022 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

On [REDACTED], 2022, the City Council approved this 2022 Amended and Restated Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which serves to amend and restate the 2019 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2020 Annual Service Plan Update, 2021 Annual Service Plan Update, and 2022 Annual Service Plan Update), in its entirety for the purposes of (1)

identifying the Improvement Area #2 Improvements, (2) levying the Improvement Area #2 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds and (3) updating the Assessment Rolls.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit G-1**. The updated Major Improvement Area Assessment Roll is contained in **Exhibit H-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit I-1**.

SECTION I: DEFINITIONS

“2019 Assessment Ordinance” means Ordinance No. 807-2019, approved and adopted by the City Council on March 12, 2019, which levied the Improvement Area #1 Assessment against Improvement Area #1, and the Major Improvement Area Assessment against the Major Improvement Area.

“2019 Service and Assessment Plan” means the Hurricane Creek Public Improvement District Service and Assessment Plan approved by City Council on March 12, 2019 by the 2019 Assessment Ordinance, as updated annually, and which is to be replaced in its entirety by this 2022 Amended and Restated Service and Assessment Plan.

“2020 Annual Service Plan Update” means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 28, 2020.

“2021 Annual Service Plan Update” means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 27, 2021.

“2022 Amended and Restated Service and Assessment Plan” means this 2022 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Service and Assessment Plan (as updated by the 2020 Annual Service Plan Update, 2021 Service Plan Update and 2022 Annual Service Plan Update), as it may be modified and updated from time to time.

“2022 Annual Service Plan Update” means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 26, 2022.

“2022 Assessment Ordinance” means Ordinance No. [REDACTED] which was approved by the City Council on [REDACTED], 2022, which levied the Improvement Area #2 Assessment against Improvement Area #2.

“Actual Costs” mean with respect to Authorized Improvements, the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include: (1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or

implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% Additional Interest charged on Assessments pursuant to Section 372.018 of the PID Act.

“Administrator” means the City, or independent firm designated by the City who shall have the responsibilities provided in this 2022 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

“Annual Service Plan Update” means an update to this 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Major Improvement Area Assessment Roll, and Improvement Area #2 Assessment Roll as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in any Annual Service Plan Update.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, as described in **Section III**, as further depicted on **Exhibit J-1, Exhibit J-2, and Exhibit J-3**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Anna, Texas.

“City Council” means the governing body of the City.

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

“Developer” means CADG Hurricane Creek, LLC, a Texas limited liability company, and any successor developer of property in the District or any portion thereof.

“District” means the Hurricane Creek Public Improvement District containing approximately 368.2 acres located within the City, as generally depicted on **Exhibit A-1**, and described on **Exhibit M-1**.

“District Formation Expenses” means costs related to the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer, and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means the initial area developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit M-2**, consisting of approximately 92.186 acres.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit G-2**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means the Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #1 Bonds” means those certain “City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit J-1**.

“Improvement Area #1 Projects” means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; (2) the Improvement Area #1 Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

“Improvement Area #2” means the second area to be developed within the District as generally depicted on **Exhibit A-4**, and described on **Exhibit M-4**, consisting of approximately 69.1 acres.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit I-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit I-1**.

“Improvement Area #2 Bonds” means those certain “City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Projects)”, that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property as further described in **Section III.C** and depicted on **Exhibit J-3**.

“Improvement Area #2 Initial Parcel” means the all property located within Improvement Area #2, which is described on **Exhibit M-4**, and generally depicted on **Exhibit A-4**, against which the entire Improvement Area #2 Assessment is levied as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit I-1**.

“Improvement Area #2 Projects” means collectively, (1) the Improvement Area #2 Improvements; and (2) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g., lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner, and confirmed by the City Council, as shown on **Exhibit E**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 70’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit G-1**.

“Lot Type 2” means a Lot within Improvement Area #1 marketed to homebuilders as a 80’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit G-1**.

“Lot Type 3” means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an estimated buildout value of \$375,000 as of the date of adoption of this Amended and Restated Service and Assessment Plan.

“Lot Type 4” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an estimated buildout value of \$425,000 as of the date of adoption of this Amended and Restated Service and Assessment Plan.

“Lot Type 5” means a Lot within Improvement Area #2 marketed to homebuilders as a 70’ Lot, with an estimated buildout value of \$550,000 as of the date of adoption of this Amended and Restated Service and Assessment Plan.

“Lot Type 6” means a Lot within Improvement Area #2 marketed to homebuilders as an 80’ Lot, with an estimated buildout value of \$600,000 as of the date of adoption of this Amended and Restated Service and Assessment Plan.

“Lot Type 7” means a Lot within Improvement Area #2 marketed to homebuilders as a 90’ Lot, with an estimated buildout value of \$650,000 as of the date of adoption of this Amended and Restated Service and Assessment Plan.

“Major Improvement Area” means approximately 276.014 acres located within the District, as described on **Exhibit M-3** and generally depicted on **Exhibit A-3**. The Major Improvement Area includes all of the District save and except Improvement Area #1.

“Major Improvement Area Annual Installment” means the Annual Installment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to the Major Improvement Area; and (4) Additional Interest related to the Major Improvement Area Bonds, as shown on **Exhibit H-2**.

“Major Improvement Area Assessed Property” means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

“Major Improvement Area Assessment” means the Assessment levied against the Major Improvement Area Assessed Property and related to Major Improvement Area Projects and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation or reduction according to the provision herein and in the PID Act.

“Major Improvement Area Assessment Roll” means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Major Improvement Area Projects” means collectively, (1) the Major Improvement Area Projects; and (2) Bond Issuance Costs incurred in connection with the issuance of the Major Improvement Area Bonds.

“Major Improvement Area Bonds” means those certain “City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Major Improvement Area Project)” that are secured by actual revenues received by or on behalf of the City from the collection of the Major Improvement Area Assessment, or the Annual Installments thereof.

“Major Improvement Area Initial Parcel” means the all property located within the Major Improvement Area, which is described on **Exhibit M-3**, and depicted on **Exhibit A-3**, against which the entire Major Improvement Area Assessment is levied as shown on Major Improvement Area Assessment Roll attached hereto as **Exhibit H-1**.

“Major Improvement Area Projects” means the pro rata portion of the Major Improvements allocable to the Major Improvement Area.

“Major Improvements” means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.B** and depicted on **Exhibit J-2**.

“Maximum Assessment” means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Parcel” or “Parcel(s)” means a specific property within the District identified by either a tax map parcel identification number assigned by the Collin Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments. This term is used in this 2022 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Major Improvement Area Bonds, and (3) the Improvement Area #2 Bonds, including any bonds issued to refund these bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Service Plan” means the plan described in **Section IV** and covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“TIRZ No. 2” means Tax Increment Reinvestment Zone No. 2, City of Anna, Texas created by the City pursuant to TIRZ Creation Ordinance No. 804-2019 on March 12, 2019.

“TIRZ No. 2 Annual Credit Amount” is defined in **Section V.B**, which amount shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund.

“TIRZ No. 2 Fund” means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance where TIRZ No. 2 Revenues are deposited annually.

“TIRZ No. 2 Maximum Annual Credit Amount” means for each Lot Type in Improvement Area #1, the amount shown on **Exhibit F**.

“TIRZ No. 2 Creation Ordinance” means Ordinance No. 804-2019 adopted by the City Council on March 12, 2019, approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended.

“TIRZ No. 2 Project Plan” means the Tax Reinvestment Zone Number Two, City of Anna, Texas, Project and Finance Plan, dated March 26, 2019.

“TIRZ No. 2 Revenues” mean, for each year during the term of TIRZ No. 2, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, and the TIRZ No. 2 Project Plan.

“Trustee” means a trustee or successor trustee under an Indenture.

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SECTION II: THE DISTRICT

The District includes approximately 368.200 contiguous acres located within the City, as more particularly described on **Exhibit M-1**, and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 898 single-family homes.

Improvement Area #1 includes approximately 92.186 contiguous acres located within the City, described on **Exhibit M-2**, and depicted on **Exhibit A-2**. Development of Improvement Area #1 includes 220 single-family homes.

The Major Improvement Area comprises future development phases for the District, none of which is within Improvement Area #1. The Major Improvement Area includes approximately 206.914 contiguous acres located within the City, as described on **Exhibit M-3**, and depicted on **Exhibit A-3**. Development of the Major Improvement Area is anticipated to include approximately 678 single-family homes. Improvement Area #2 is wholly within the Major Improvement Area. In addition to Improvement Area #2, the Major Improvement Area includes approximately 137.814 acres that are expected to be developed as future improvement areas.

Improvement Area #2 is located wholly within the Major Improvement Area, and includes approximately 69.1 acres as described on **Exhibit M-4**, and depicted on **Exhibit A-4**. Development of Improvement Area #2 is anticipated to contain 340 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Street Improvements*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-

of-way are included. The street improvements will provide street access to each Lot within Improvement Area #1.

- *Water Improvements*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Sanitary Sewer Improvements*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Storm Drainage Improvements*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot in Improvement Area #1.

B. Major Improvements

All Major Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Street Improvements*

Improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices.

- *Water Distribution System Improvements*

Improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the District.

- *Sanitary Sewer Improvements*

Improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the District.

- *Storm Drainage Improvements*

Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts.

C. Improvement Area #2 Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm drainage improvements will provide storm drainage to each Lot within Improvement Area #2.

- *Soft Costs*

Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Other Costs

- *Deposit to Administrative Fund*

Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2022 Amended and Restated Service and

Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2022 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner, developers, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined the following:

- The costs of the Major Improvements were allocated between Improvement Area #1 and the Major Improvement Area pro rata based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property or Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Assessed

Property within the District at the time the 2019 Service and Assessment Plan was approved. At that time, Improvement Area #1 was allocated 31.51% of the Major Improvements, and the Major Improvement Area was allocated the remaining 68.49% of the Major Improvements.

- The costs of the Major Improvement Area Projects were allocated 100% to Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across all Major Improvement Area Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property to the Estimated Buildout Value of all Major Improvement Area Assessed Property at the time the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #1 Projects were allocated 100% to Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across all Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property at the time the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property by spreading the entire Improvement Area #2 Assessment across all Improvement Area #2 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. Currently, the Improvement Area #2 Initial Parcel is the only parcel within Improvement Area #2. As such, the Improvement Area #2 Initial Parcel shall be allocated 100% of the Improvement Area #2 Projects.

B. Assessments

Assessments are levied on the Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit G-1**, the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H-1**, and the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit G-2**, the projected Annual Installments for the Major Improvement Area are shown on **Exhibit H-2**, and the projected Annual Installments for Improvement Area #2 are shown on **Exhibit I-2**, subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 Assessment, and the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type within Improvement Area #1 and Improvement Area #2 is shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, or Lot Type 7 exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

Acting in its legislative capacity based on information provided by the Owners and their engineers and reviewed by City staff and by third-party consultants retained by the City, the City Council has found and determined:

1. Improvement Area #1 Assessments

- a. The costs of the Improvement Area #1 Projects were equal to \$8,384,416 as shown on **Exhibit B**; and
- b. The Improvement Area #1 Assessed Property received special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
- c. With the adoption of the 2019 Assessment Ordinance, the Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which was equal to \$7,375,000;
- d. The special benefit ($\geq \$8,384,416$) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects was equal to or greater than the amount of the Improvement Area #1 Assessment (\$7,375,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects.
- e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Developer acknowledged that the Improvement Area #1 Projects conferred a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

2. Major Improvement Area Assessments

- a. The costs of the Major Improvement Area Projects were equal to \$3,535,000 as shown on **Exhibit B**; and
 - b. The Major Improvement Area Assessed Property received special benefit from the Major Improvement Area Projects equal to or greater than the Actual Cost of the Major Improvement Area Projects; and
 - c. With the adoption of the 2019 Assessment Ordinance, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessment. The Major Improvement Area Assessment was levied on Major Improvement Area Assessed Property for the Major Improvement Area Projects, which equals \$3,535,000;
 - d. The special benefit ($\geq$ \$3,535,000) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects was equal to or greater than the amount of the Major Improvement Area Assessment (\$3,535,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects; and
 - e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Major Improvement Area Initial Parcel. The Developer acknowledged that the Major Improvement Area Projects conferred a special benefit on the Major Improvement Area Initial Parcel and consented to the imposition of the Major Improvement Area Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the Major Improvement Area Assessment on the Major Improvement Area Initial Parcel.
- *Improvement Area #2 Assessments*
 - The costs of the Improvement Area #2 Projects equal \$10,712,158 as shown on **Exhibit B**; and
 - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects; and
 - With the adoption of the 2022 Assessment Ordinance, the Improvement Area #2 Assessed Property shall be allocated 100% of the Improvement Area #2

Assessment levied for the Improvement Area #2 Projects, which equal \$10,300,000; and

- The special benefit ($\geq \$10,712,158$) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment (\$10,300,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Projects; and
- At the time the City Council approved the 2022 Assessment Ordinance, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that the Improvement Area #2 Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, and the 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; (2) this 2022 Amended and Restated Service and Assessment Plan and the 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

F. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the Amended and Restated PID Reimbursement Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated (the “TIRZ No. 2 Annual Credit Amount”) from each Improvement Area #1 Assessed Property within the City’s corporate limits

to offset a portion of such property's Improvement Area #1 Annual Installment of the Improvement Area #1 Assessment, as applicable.

1. The Improvement Area #1 Annual Installment for an Improvement Area #1 Assessed Property within the City's corporate limits shall be reduced by the TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property, on a Lot-by-Lot basis for the previous Tax Year (i.e. TIRZ No. 2 Revenue collected from the Improvement Area #1 Assessed Property for Tax Year 2023 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to such Improvement Area #1 Assessed Property's Improvement Area #1 Annual Installment, as applicable, to be collected in Tax Year 2024). In no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each Lot of Assessed Property within Improvement Area #1.
2. The TIRZ No. 2 Maximum Annual Credit Amount for an Improvement Area #1 Assessed Property within the City's corporate limits is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the Improvement Area #1 Annual Installment minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type produces a total equivalent tax rate for such Lot Type which does not exceed the equivalent ad valorem tax rate, taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, based on Estimated Buildout Values at the time the 2019 Assessment Ordinance was approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each applicable Lot Type within the Improvement Area #1 is shown on **Exhibit F**.

After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards a portion of the Improvement Area #1 Annual Installment for the Assessed Property within the City's corporate limits, any excess TIRZ No. 2 Revenues available from the TIRZ No. 2 Fund shall be transferred from the TIRZ No. 2 Fund to the City, and shall not be available to offset the applicable Annual Installment related to such Lot.

3. For the term of the Improvement Area #1 Bonds, TIRZ No. 2 Maximum Annual Credit Amount may not be lowered even if the total equivalent tax rate on Improvement Area #1 increases above or decreases below \$3.07 per \$100 of assessed value (inclusive of the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, and all overlapping taxing jurisdictions) based on increases or decreases in the rates charged by taxing jurisdictions other than the City, including the school and the county, for each Lot Type unless Improvement Area #1 Assessments are lowered by a like amount.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all for the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owners, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owners, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum

Assessment for the applicable Lot Type and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel, or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel, or portion thereof shall pay to the City or cause to be paid to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit K.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City or cause to be paid to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City’s approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within Improvement Area #1, on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced

to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit I-2** shows the estimated Annual Installments for Improvement Area #2, and **Exhibit H-2** shows the estimated Annual Installments for the Major Improvement Area. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any

Non-Benefitted Property or non-assessed property, as shown by Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on

both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment by Lot for Improvement Area #1, the Major Improvement Area, and Improvement Area #2 are shown on the Assessment Rolls attached hereto as **Exhibit G-1**, **Exhibit H-1**, and **Exhibit I-1**, respectively. The Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

The Improvement Area #1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2022 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such

a written notice or error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2022 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Within seven days of approval by the City Council, the City Secretary shall file and record in the real property records of the County the executed Assessment Ordinance approving this 2022 Amended and Restated Service and Assessment Plan. In addition, the City Secretary shall similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

E. Severability

If any provision of this 2022 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Major Improvement Area
Exhibit A-4	Map of Improvement Area #2
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ No. 2 Maximum Annual Credit Amount
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Annual Installments
Exhibit H-1	Major Improvement Area Assessment Roll
Exhibit H-2	Major Improvement Area Annual Installments
Exhibit I-1	Improvement Area #2 Assessment Roll
Exhibit I-2	Improvement Area #2 Annual Installments
Exhibit J-1	Maps of Improvement Area #1 Improvements
Exhibit J-2	Maps of Major Improvements
Exhibit J-3	Maps of Improvement Area #2 Improvements
Exhibit K	Form of Notice of PID Assessment Termination
Exhibit L-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit L-2	Debt Service Schedule for Major Improvement Area Bonds
Exhibit L-3	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit M-1	District Boundary Description
Exhibit M-2	Improvement Area #1 Boundary Description
Exhibit M-3	Major Improvement Area Boundary Description
Exhibit M-4	Improvement Area #2 Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Improvement Area #2 Engineer's Report
Appendix B	Buyer Disclosure

EXHIBIT A-1 – MAP OF DISTRICT

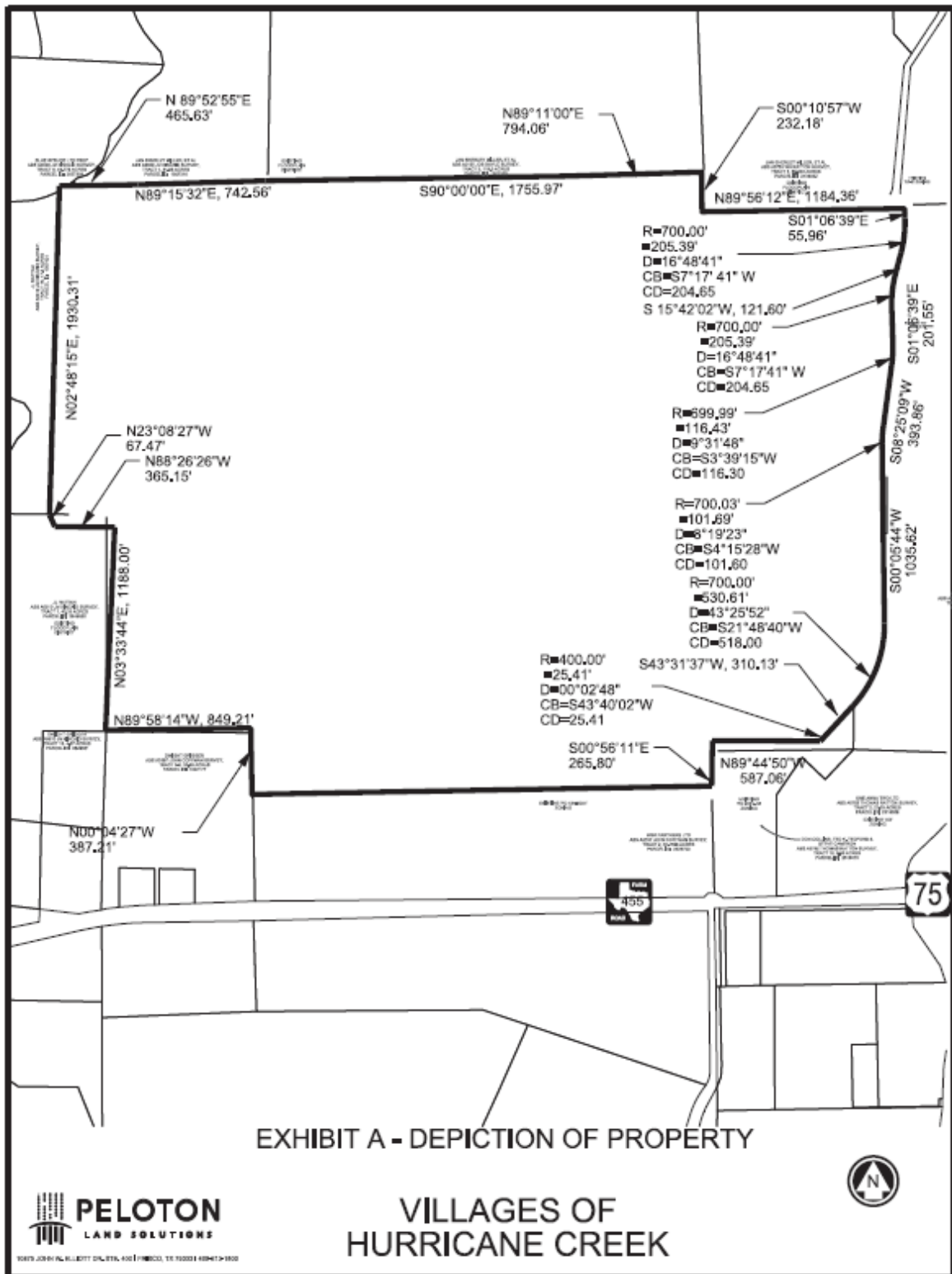


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1



EXHIBIT A-3 – MAP OF MAJOR IMPROVEMENT AREA

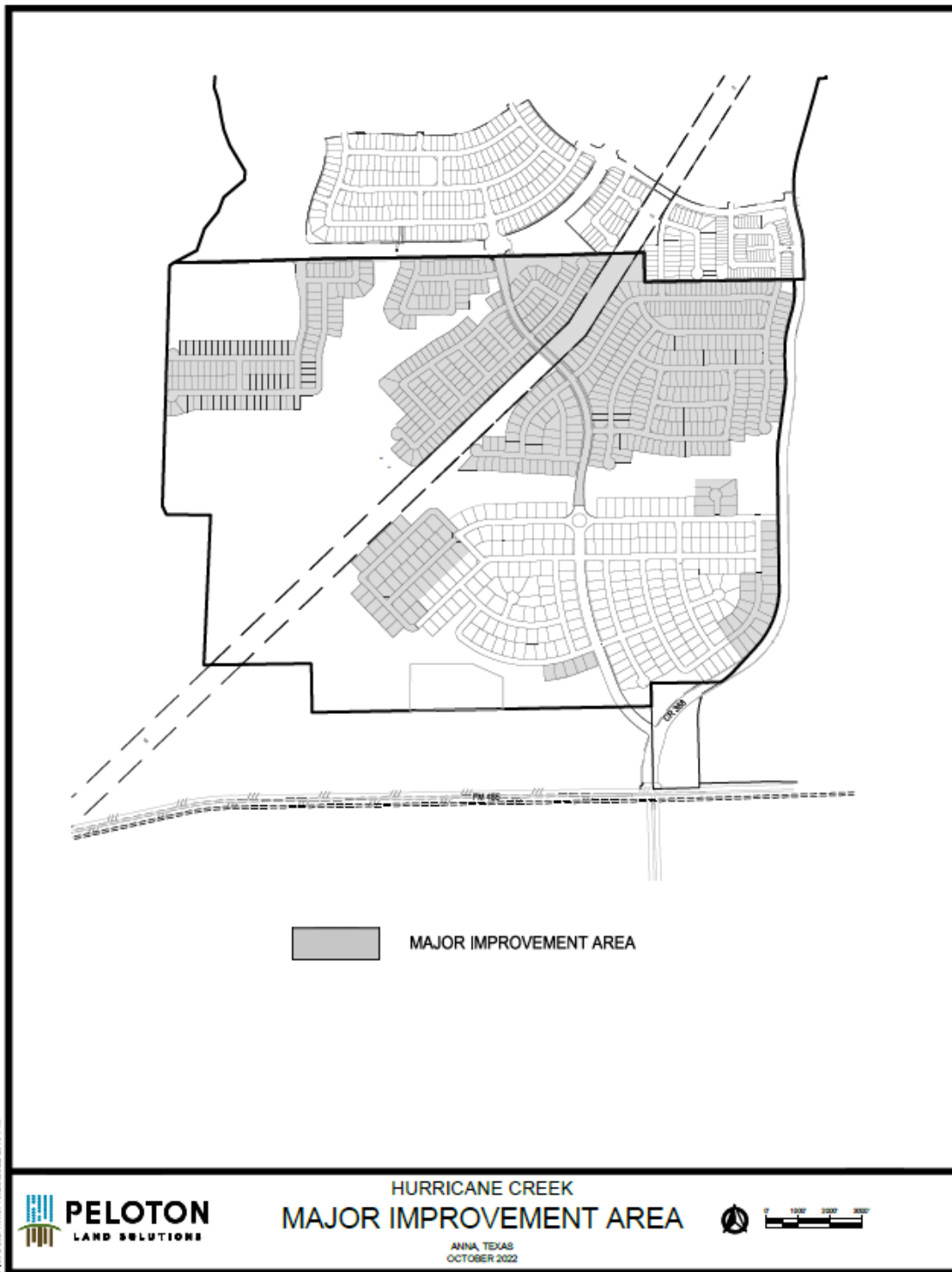


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #2

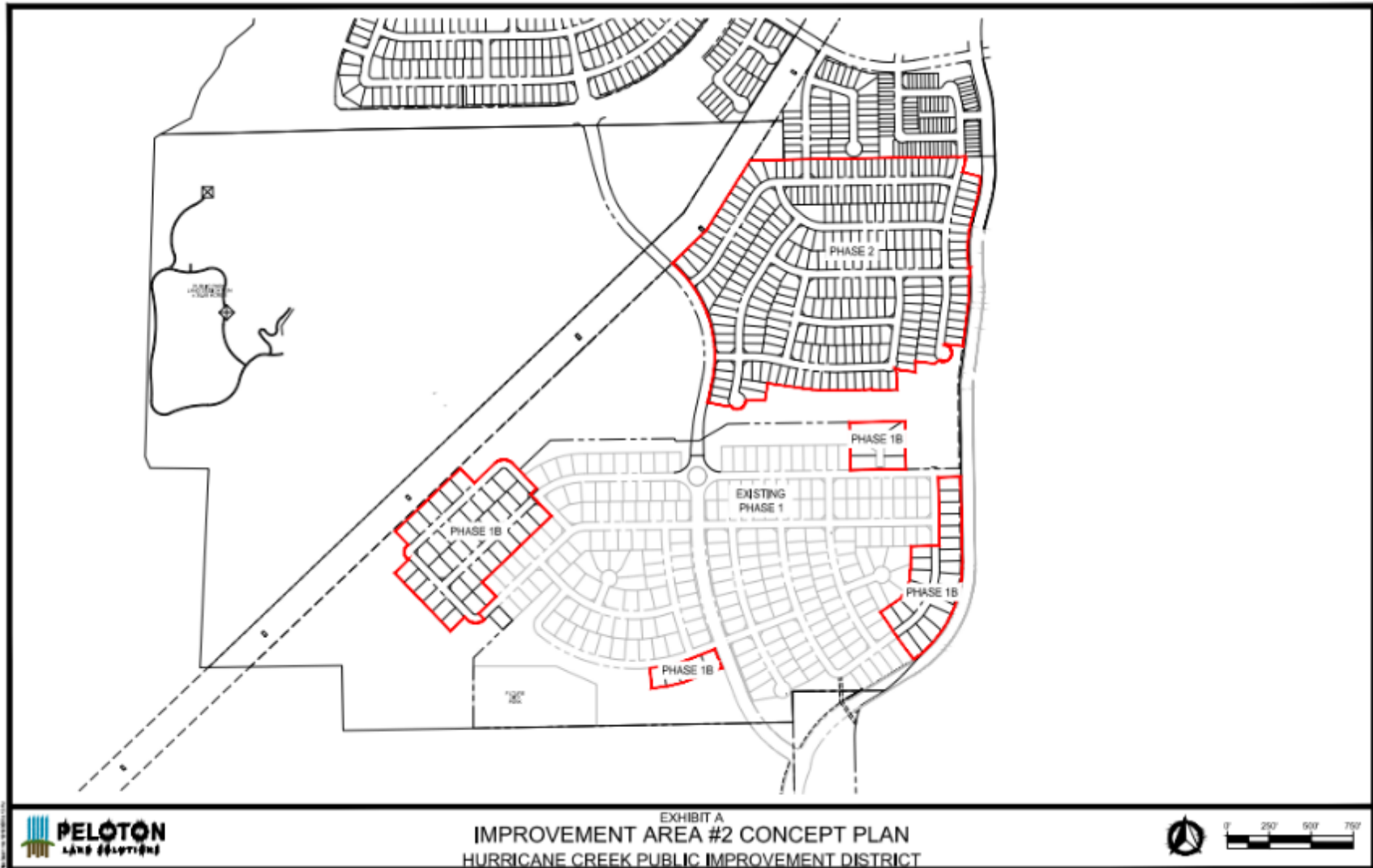


EXHIBIT B – PROJECT COSTS

	Total Costs	Non-PID (Oversizing)	Private Improvements	District Eligible Costs	Improvement Area #1		Major Improvement Area		Improvement Area #2	
					%	Cost	%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>										
Street	\$ 2,701,765	\$ -	\$ -	\$ 2,701,765	100.00%	\$ 2,701,765	0.00%	\$ -	0.00%	\$ -
Water	838,296	-	-	838,296	100.00%	838,296	0.00%	-	0.00%	-
Sanitary Sewer	714,688	-	-	714,688	100.00%	714,688	0.00%	-	0.00%	-
Developer District Formation Expenses	647,921	-	-	647,921	100.00%	647,921	0.00%	-	0.00%	-
Geotechnical testing, SWPPP, Flood Study	463,943	-	-	463,943	100.00%	463,943	0.00%	-	0.00%	-
	<u>\$ 5,366,613</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,366,613</u>		<u>\$ 5,366,613</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Major Improvements</i>										
Street	\$ 1,400,925	\$ -	-	\$ 1,400,925	31.51%	\$ 441,430	68.49%	\$ 959,495	0.00%	-
Water	380,448	58,856	-	321,592	31.51%	101,333	68.49%	220,259	0.00%	-
Sanitary Sewer	1,217,218	169,891	-	1,047,327	31.51%	330,012	68.49%	717,315	0.00%	-
Storm Drainage	597,350	-	-	597,350	31.51%	188,224	68.49%	409,126	0.00%	-
Street Lights/Hike & Bike Trail	148,984	-	-	148,984	31.51%	46,945	68.49%	102,039	0.00%	-
	<u>\$ 3,744,925</u>	<u>\$ 228,747</u>	<u>\$ -</u>	<u>\$ 3,516,178</u>		<u>\$ 1,107,944</u>		<u>\$ 2,408,234</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements ^[a]</i>										
Street	\$ 2,567,570	\$ -	\$ -	\$ 2,567,570	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,567,570
Water	1,101,249	-	-	1,101,249	0.00%	-	0.00%	-	100.00%	1,101,249
Sanitary Sewer	1,223,558	-	-	1,223,558	0.00%	-	0.00%	-	100.00%	1,223,558
Storm Drainage	776,994	-	-	776,994	0.00%	-	0.00%	-	100.00%	776,994
Soft Costs	2,671,437	-	-	2,671,437	0.00%	-	0.00%	-	100.00%	2,671,437
	<u>\$ 8,340,808</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,340,808</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 8,340,808</u>
<i>Private Improvements</i>										
Private Improvements	\$ 606,990	\$ -	\$ 606,990	\$ -		\$ -		\$ -		\$ -
	<u>\$ 606,990</u>	<u>\$ -</u>	<u>\$ 606,990</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Bond Issuance Costs</i>										
Debt Service Reserve Fund	\$ 1,637,650	\$ -	\$ -	\$ 1,637,650		\$ 585,750		\$ 291,300		\$ 760,600
Capitalized Interest	1,779,150	-	-	1,779,150		670,445		490,705		618,000
Underwriter Discount	636,300	-	-	669,715		221,250		106,050		309,000
Cost of Issuance	1,244,872	-	-	1,244,872		397,411		203,711		643,750
	<u>\$ 5,297,971</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,331,387</u>		<u>\$ 1,874,855</u>		<u>\$ 1,091,766</u>		<u>\$ 2,331,350</u>
<i>Other Costs</i>										
Deposit to Administrative Fund	\$ 110,000	\$ -	\$ -	\$ -		\$ 35,000		\$ 35,000		\$ 40,000
	<u>\$ 110,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 35,000</u>		<u>\$ 35,000</u>		<u>\$ 40,000</u>
Total	\$ 23,467,308	\$ 228,747	\$ 606,990	\$ 22,554,986		\$ 8,384,413		\$ 3,535,000		\$ 10,712,158

Footnotes:

[a] Costs were determined by the Engineer's Report attached hereto as **Appendix A**.

EXHIBIT C – SERVICE PLAN

			Improvement Area #1					
Annual Installment Due			1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
Principal			\$ 115,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	\$ 145,000.00	
Interest			458,125.00	451,512.50	444,325.00	436,850.00	429,087.50	
TIRZ No. 2 Annual Credit Amount ^[a]			(28,668.01)	-	-	-	-	
	(1)		\$ 544,456.99	\$ 576,512.50	\$ 574,325.00	\$ 571,850.00	\$ 574,087.50	
Annual Collection Costs			(2)	\$ 58,309.04	\$ 59,475.22	\$ 60,664.73	\$ 61,878.02	\$ 63,115.58
Additional Interest			(3)	\$ 35,800.00	\$ 35,225.00	\$ 34,600.00	\$ 33,950.00	\$ 33,275.00
Total Annual Installment			(4) = (1) + (2) + (3)	\$ 638,566.03	\$ 671,212.72	\$ 669,589.73	\$ 667,678.02	\$ 670,478.08

Major Improvement Area								
Annual Installment Due			1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
Principal			\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00	
Interest			231,300.00	227,700.00	224,100.00	220,200.00	216,000.00	
	(1)		\$ 291,300.00	\$ 287,700.00	\$ 289,100.00	\$ 290,200.00	\$ 286,000.00	
Annual Collection Costs			(2)	\$ 22,027.63	\$ 22,468.18	\$ 22,917.55	\$ 23,375.90	\$ 23,843.42
Additional Interest			(3)	\$ 17,400.00	\$ 17,100.00	\$ 16,800.00	\$ 16,475.00	\$ 16,125.00
Total Annual Installment			(4) = (1) + (2) + (3)	\$ 330,727.63	\$ 327,268.18	\$ 328,817.55	\$ 330,050.90	\$ 325,968.42

Improvement Area #2								
Annual Installment Due			1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
Principal			\$ -	\$ 140,000.00	\$ 150,000.00	\$ 160,000.00	\$ 165,000.00	
Interest			618,000.00	618,000.00	609,600.00	600,600.00	591,000.00	
Capitalized Interest			(618,000.00)	-	-	-	-	
	(1)		\$ -	\$ 758,000.00	\$ 759,600.00	\$ 760,600.00	\$ 756,000.00	
Annual Collection Costs			(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest			(3)	\$ 51,500.00	\$ 51,500.00	\$ 50,800.00	\$ 50,050.00	\$ 49,250.00
Total Annual Installment			(4) = (1) + (2) + (3)	\$ 91,500.00	\$ 850,300.00	\$ 852,016.00	\$ 853,098.32	\$ 848,547.29

Footnotes:

[a] The TIRZ No. 2 Revenue generated by the Improvement Area #1 Assessed Property for the previous Tax Year shall be applied pro rata based on the outstanding Assessment of each Lot to reduce the principal required for the Improvement Area #1 Annual Installment.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Non-PID Oversizing	Private Improvements	Improvement Area #1	Major Improvement Area	Improvement Area #2	Total
Sources of Funds						
Improvement Area #1 Bonds	\$ -	\$ -	\$ 7,375,000	\$ -	\$ -	\$ 7,375,000
Major Improvement Area Bonds	-	-	-	3,535,000	-	3,535,000
Improvement Area #2 Bonds	-	-	-	-	10,300,000	10,300,000
Developer Contribution ^[a]	-	-	1,009,413	-	412,158	1,421,571
Developer Contribution - Private Improvements ^[a]	228,747	606,990	-	-	-	835,737
Total Sources	\$ 228,747	\$ 606,990	\$ 8,384,413	\$ 3,535,000	\$ 10,712,158	\$ 23,467,308
Uses of Funds						
Improvement Area #1 Improvements	\$ -	\$ -	\$ 5,366,613	\$ -	\$ -	\$ 5,366,613
Improvement Area #2 Improvements	-	-	-	-	8,340,808	8,340,808
Major Improvements	228,747	-	1,107,944	2,408,234	-	3,744,925
Private Improvements	-	606,990	-	-	-	606,990
	\$ 228,747	\$ 606,990	\$ 6,474,557	\$ 2,408,234	\$ 8,340,808	\$ 18,059,336
<i>Bond Issuance Costs^[b]</i>						
Debt Service Reserve Fund	\$ -	\$ -	\$ 585,750	\$ 291,300	\$ 760,600	\$ 1,637,650
Capitalized Interest	-	-	670,445	490,705	618,000	1,779,150
Underwriter Discount	-	-	221,250	106,050	309,000	636,300
Cost of Issuance	-	-	397,411	203,711	643,750	1,244,872
	\$ -	\$ -	\$ 1,874,855	\$ 1,091,766	\$ 2,331,350	\$ 5,297,971
<i>Other Costs</i>						
Deposit to Administrative Fund	\$ -	-	\$ 35,000	\$ 35,000	\$ 40,000	\$ 110,000
	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 40,000	\$ 110,000
Total Uses	\$ 228,747	\$ 606,990	\$ 8,384,413	\$ 3,535,000	\$ 10,712,158	\$ 23,467,308

Footnotes:

[a] Non-reimbursable to Developer through PID Bonds or Assessments.

[b] Improvement Area #2 Bond Issuance costs subject to change upon issuance of Improvement Area #2 Bonds.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Buildout Value		Improvement Area #1 Assessment		Major Improvement Area Assessment		Improvement Area #2 Assessment		Total Maximum Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1														
Lot Type 1	143	\$ 307,000	\$ 43,901,000	\$ 30,991	\$ 4,431,694	\$ -	\$ -	\$ -	\$ -	\$ 30,991	\$ 4,431,694	\$ 2,925	\$ 418,241	\$ 0.953
Lot Type 2	77	\$ 351,000	\$ 27,027,000	\$ 35,433	\$ 2,728,306	\$ -	\$ -	\$ -	\$ -	\$ 35,433	\$ 2,728,306	\$ 3,344	\$ 257,484	\$ 0.953
Subtotal	220		\$ 70,928,000		\$ 7,160,000	\$ -					\$ 7,160,000		\$ 675,724	
Improvement Area #2														
Lot Type 3	44	\$ 375,000	\$ 16,500,000	\$ -	\$ -	\$ 4,297	\$ 189,077	\$ 25,053	\$ 1,102,319	\$ 29,350	\$ 1,291,396	\$ 2,472	\$ 108,760	\$ 0.659
Lot Type 4	223	\$ 425,000	\$ 94,775,000	\$ -	\$ -	\$ 4,870	\$ 1,086,046	\$ 28,393	\$ 6,331,652	\$ 33,263	\$ 7,417,699	\$ 2,801	\$ 624,710	\$ 0.659
Lot Type 5	32	\$ 550,000	\$ 17,600,000	\$ -	\$ -	\$ 6,303	\$ 201,682	\$ 36,744	\$ 1,175,807	\$ 43,047	\$ 1,377,489	\$ 3,625	\$ 116,011	\$ 0.659
Lot Type 6	27	\$ 600,000	\$ 16,200,000	\$ -	\$ -	\$ 6,876	\$ 185,639	\$ 40,084	\$ 1,082,277	\$ 46,960	\$ 1,267,916	\$ 3,955	\$ 106,782	\$ 0.659
Lot Type 7	14	\$ 650,000	\$ 9,100,000	\$ -	\$ -	\$ 7,448	\$ 104,279	\$ 43,425	\$ 607,946	\$ 50,873	\$ 712,224	\$ 4,284	\$ 59,983	\$ 0.659
Subtotal	340		\$ 154,175,000	\$ -	\$ -		\$ 1,766,723		\$ 10,300,000		\$ 12,066,723		\$ 1,016,245	
Major Improvement Area (Less Improvement Area #2)		338		\$ 144,275,000			\$ 1,653,277							
Total	898		\$ 369,378,000		\$ 7,160,000		\$ 3,420,000		\$ 10,300,000		\$ 19,226,723		\$ 1,691,970	

Footnotes:

[a] Per information provided by the Developer.

EXHIBIT F – TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT

Lot Type	Units	Gross Tax Stack ^[a]	Gross District Tax Rate Equivalent	TIRZ No. 2 Maximum Annual Credit Amount ^[b]		Net District Tax Rate Equivalent	Net Total Tax Stack
				TRE	Per Unit		
Improvement Area #1							
Lot Type 1	143	\$ 2.216	\$ 0.953	\$ (0.375)	\$ (1,151)	\$ 0.578	\$ 2.794
Lot Type 2	77	\$ 2.216	\$ 0.953	\$ (0.375)	\$ (1,316)	\$ 0.578	\$ 2.794
Subtotal	220			\$ (265,838)			\$ 2.794

Footnotes:

[a] Represents 2022 overlapping Tax Rates.

[b] The TIRZ No. 2 Maximum Credit Amount is applied only to a portion of principal and interest on Improvement Area #1 Bonds. There are five units to be located within TIRZ No. 2 and Improvement Area #2, but will receive no TIRZ No. 2 Maximum Credit Amount since there is no Improvement Area #1 Assessment on those Lots.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment	Annual Installment Due 1/31/2023 ^{[b],[c]}
2821896	1	\$ 30,990.86	\$ 2,751.25
2821897	1	\$ 30,990.86	\$ 2,757.59
2821898	1	\$ 30,990.86	\$ 2,757.59
2821899	1	\$ 30,990.86	\$ 2,751.25
2821900	1	\$ 30,990.86	\$ 2,751.25
2821901	1	\$ 30,990.86	\$ 2,757.59
2821902	1	\$ 30,990.86	\$ 2,763.91
2821903	1	\$ 30,990.86	\$ 2,763.91
2821904	1	\$ 30,990.86	\$ 2,763.91
2821905	1	\$ 30,990.86	\$ 2,757.59
2821906	1	\$ 30,990.86	\$ 2,757.59
2821907	1	\$ 30,990.86	\$ 2,763.91
2821908	1	\$ 30,990.86	\$ 2,763.91
2821909	1	\$ 30,990.86	\$ 2,763.91
2821910	1	\$ 30,990.86	\$ 2,763.91
2821911	1	\$ 30,990.86	\$ 2,757.59
2821912	1	\$ 30,990.86	\$ 2,757.59
2821913	1	\$ 30,990.86	\$ 2,757.59
2821914	1	\$ 30,990.86	\$ 2,751.25
2821915	1	\$ 30,990.86	\$ 2,751.25
2821916	1	\$ 30,990.86	\$ 2,751.25
2821918	1	\$ 30,990.86	\$ 2,763.91
2821919	1	\$ 30,990.86	\$ 2,763.91
2821920	1	\$ 30,990.86	\$ 2,751.25
2821921	1	\$ 30,990.86	\$ 2,763.91
2821922	1	\$ 30,990.86	\$ 2,751.25
2821923	1	\$ 30,990.86	\$ 2,744.93
2821924	1	\$ 30,990.86	\$ 2,738.60
2821925	1	\$ 30,990.86	\$ 2,751.25
2821926	1	\$ 30,990.86	\$ 2,763.91
2821927	1	\$ 30,990.86	\$ 2,751.25
2821928	1	\$ 30,990.86	\$ 2,763.91
2821929	1	\$ 30,990.86	\$ 2,757.59
2821930	1	\$ 30,990.86	\$ 2,757.59
2821931	1	\$ 30,990.86	\$ 2,757.59
2821932	1	\$ 30,990.86	\$ 2,763.91
2821933	1	\$ 30,990.86	\$ 2,763.91
2821934	1	\$ 30,990.86	\$ 2,763.91
2821935	1	\$ 30,990.86	\$ 2,763.91
2821936	1	\$ 30,990.86	\$ 2,757.59

		Improvement Area #1 ^[a]	
Property ID	Lot Type	Annual Installment Due	
		Outstanding Assessment	1/31/2023 ^{[b],[c]}
2821937	1	\$ 30,990.86	\$ 2,757.59
2821938	1	\$ 30,990.86	\$ 2,763.91
2821939	1	\$ 30,990.86	\$ 2,763.91
2821940	1	\$ 30,990.86	\$ 2,763.91
2821941	1	\$ 30,990.86	\$ 2,763.91
2821942	1	\$ 30,990.86	\$ 2,763.91
2821943	1	\$ 30,990.86	\$ 2,763.91
2821944	1	\$ 30,990.86	\$ 2,763.91
2821945	1	\$ 30,990.86	\$ 2,763.91
2821946	1	\$ 30,990.86	\$ 2,763.91
2821947	1	\$ 30,990.86	\$ 2,763.91
2821948	1	\$ 30,990.86	\$ 2,763.91
2821949	1	\$ 30,990.86	\$ 2,763.91
2821950	1	\$ 30,990.86	\$ 2,763.91
2821951	1	\$ 30,990.86	\$ 2,763.91
2821952	1	\$ 30,990.86	\$ 2,763.91
2821953	1	\$ 30,990.86	\$ 2,763.91
2821954	1	\$ 30,990.86	\$ 2,763.91
2821955	1	\$ 30,990.86	\$ 2,763.91
2821956	1	\$ 30,990.86	\$ 2,763.91
2821957	1	\$ 30,990.86	\$ 2,763.91
2821958	1	\$ 30,990.86	\$ 2,763.91
2821959	1	\$ 30,990.86	\$ 2,757.59
2821960	1	\$ 30,990.86	\$ 2,751.25
2821961	1	\$ 30,990.86	\$ 2,757.59
2821962	1	\$ 30,990.86	\$ 2,757.59
2821963	1	\$ 30,990.86	\$ 2,757.59
2821964	1	\$ 30,990.86	\$ 2,791.46
2821965	1	\$ 30,990.86	\$ 2,757.59
2821966	1	\$ 30,990.86	\$ 2,757.59
2821967	1	\$ 30,990.86	\$ 2,757.59
2821968	1	\$ 30,990.86	\$ 2,763.91
2821969	1	\$ 30,990.86	\$ 2,763.91
2821970	1	\$ 30,990.86	\$ 2,763.91
2821971	1	\$ 30,990.86	\$ 2,763.91
2821972	1	\$ 30,990.86	\$ 2,763.91
2821973	1	\$ 30,990.86	\$ 2,757.59
2821974	1	\$ 30,990.86	\$ 2,757.59
2821975	1	\$ 30,990.86	\$ 2,757.59
2821976	1	\$ 30,990.86	\$ 2,757.59

		Improvement Area #1 ^[a]	
Property ID	Lot Type	Annual Installment Due	
		Outstanding Assessment	1/31/2023 ^{[b],[c]}
2821977	1	\$ 30,990.86	\$ 2,757.59
2821978	1	\$ 30,990.86	\$ 2,757.59
2821979	1	\$ 30,990.86	\$ 2,757.59
2821980	1	\$ 30,990.86	\$ 2,757.59
2821981	1	\$ 30,990.86	\$ 2,757.59
2821982	1	\$ 30,990.86	\$ 2,763.91
2821984	1	\$ 30,990.86	\$ 2,763.91
2821985	1	\$ 30,990.86	\$ 2,763.91
2821986	1	\$ 30,990.86	\$ 2,763.91
2821987	1	\$ 30,990.86	\$ 2,763.91
2821988	1	\$ 30,990.86	\$ 2,763.91
2821989	1	\$ 30,990.86	\$ 2,763.91
2821990	1	\$ 30,990.86	\$ 2,763.91
2821991	1	\$ 30,990.86	\$ 2,757.59
2821992	1	\$ 30,990.86	\$ 2,757.59
2821993	1	\$ 30,990.86	\$ 2,763.91
2821994	1	\$ 30,990.86	\$ 2,763.91
2821995	1	\$ 30,990.86	\$ 2,763.91
2821996	1	\$ 30,990.86	\$ 2,763.91
2821997	1	\$ 30,990.86	\$ 2,763.91
2821998	1	\$ 27,324.41	\$ 2,421.94
2821999	1	\$ 30,990.86	\$ 2,763.91
2822000	1	\$ 30,990.86	\$ 2,763.91
2822001	1	\$ 30,990.86	\$ 2,763.91
2822002	1	\$ 30,990.86	\$ 2,757.59
2822003	1	\$ 30,990.86	\$ 2,763.91
2822004	1	\$ 30,990.86	\$ 2,763.91
2822005	1	\$ 30,990.86	\$ 2,763.91
2822006	1	\$ 30,990.86	\$ 2,763.91
2822007	1	\$ 30,990.86	\$ 2,763.91
2822008	1	\$ 30,990.86	\$ 2,763.91
2822009	1	\$ 30,990.86	\$ 2,757.59
2822010	1	\$ 30,990.86	\$ 2,757.59
2822011	1	\$ 30,990.86	\$ 2,763.91
2822012	1	\$ 30,990.86	\$ 2,763.91
2822013	1	\$ 30,990.86	\$ 2,763.91
2822014	1	\$ 30,990.86	\$ 2,763.91
2822015	1	\$ 30,990.86	\$ 2,763.91
2822016	1	\$ 30,990.86	\$ 2,763.91
2822017	1	\$ -	\$ -

		Improvement Area #1 ^[a]	
Property ID	Lot Type	Annual Installment Due	
		Outstanding Assessment	1/31/2023 ^{[b],[c]}
2822018	1	\$ 30,990.86	\$ 2,757.59
2822019	1	\$ 30,990.86	\$ 2,757.59
2822020	1	\$ 30,990.86	\$ 2,757.59
2822021	1	\$ 30,990.86	\$ 2,757.59
2822022	1	\$ 30,990.86	\$ 2,757.59
2822023	1	\$ 30,990.86	\$ 2,757.59
2822024	1	\$ 30,990.86	\$ 2,757.59
2822025	1	\$ 30,990.86	\$ 2,757.59
2822026	1	\$ 30,990.86	\$ 2,757.59
2822027	1	\$ 30,990.86	\$ 2,757.59
2822028	1	\$ 30,990.86	\$ 2,757.59
2822029	1	\$ 30,990.86	\$ 2,757.59
2822031	1	\$ 30,990.86	\$ 2,757.59
2822032	1	\$ 30,990.86	\$ 2,757.59
2822033	1	\$ 30,990.86	\$ 2,757.59
2822034	1	\$ 30,990.86	\$ 2,757.59
2822035	1	\$ 30,990.86	\$ 2,757.59
2822036	1	\$ 30,990.86	\$ 2,757.59
2822037	1	\$ 30,990.86	\$ 2,757.59
2822038	1	\$ 30,990.86	\$ 2,757.59
2822039	2	\$ 35,432.55	\$ 3,165.52
2822040	2	\$ 35,432.55	\$ 3,171.86
2822041	2	\$ 35,432.55	\$ 3,171.86
2822042	2	\$ 35,432.55	\$ 3,171.86
2822043	2	\$ 35,432.55	\$ 3,171.86
2822044	2	\$ 35,432.55	\$ 3,171.86
2822045	2	\$ 35,432.55	\$ 3,171.86
2822046	2	\$ 35,432.55	\$ 3,159.20
2822047	2	\$ 35,432.55	\$ 3,171.86
2822048	2	\$ 35,432.55	\$ 3,171.86
2822049	2	\$ 35,432.55	\$ 3,171.86
2822050	2	\$ 35,432.55	\$ 3,171.86
2822051	2	\$ 35,432.55	\$ 3,304.78
2822052	2	\$ 35,432.55	\$ 3,171.86
2822053	2	\$ 35,432.55	\$ 3,171.86
2822054	2	\$ 35,432.55	\$ 3,171.86
2822055	2	\$ 35,432.55	\$ 3,171.86
2822056	2	\$ 35,432.55	\$ 3,165.52
2822057	Non-Benefited Property	\$ -	\$ -
2822059	2	\$ 35,432.55	\$ 3,159.20

		Improvement Area #1 ^[a]	
Property ID	Lot Type	Annual Installment Due	
		Outstanding Assessment	1/31/2023 ^{[b],[c]}
2822060	2	\$ 35,432.55	\$ 3,171.86
2822061	2	\$ 35,432.55	\$ 3,171.86
2822062	2	\$ 35,432.55	\$ 3,171.86
2822063	2	\$ 35,432.55	\$ 3,171.86
2822064	2	\$ 35,432.55	\$ 3,165.52
2822065	1	\$ 30,990.86	\$ 2,757.59
2822066	1	\$ 30,990.86	\$ 2,763.91
2822067	1	\$ 30,990.86	\$ 2,757.59
2822078	2	\$ 35,432.55	\$ 3,171.86
2822079	2	\$ 35,432.55	\$ 3,171.86
2822080	2	\$ 35,432.55	\$ 3,171.86
2822081	2	\$ 35,432.55	\$ 3,159.20
2822082	2	\$ 35,432.55	\$ 3,159.20
2822083	2	\$ 35,432.55	\$ 3,152.87
2822084	2	\$ 35,432.55	\$ 3,165.52
2822085	2	\$ 35,432.55	\$ 3,171.86
2822086	2	\$ 35,432.55	\$ 3,159.20
2822087	2	\$ 35,432.55	\$ 3,159.20
2822088	2	\$ 35,432.55	\$ 3,159.20
2822090	2	\$ 35,432.55	\$ 3,165.52
2822091	2	\$ 35,432.55	\$ 3,171.86
2822092	2	\$ 35,432.55	\$ 3,165.52
2822093	2	\$ 35,432.55	\$ 3,171.86
2822094	2	\$ 35,432.55	\$ 3,171.86
2822095	2	\$ 35,432.55	\$ 3,171.86
2822097	2	\$ 35,432.55	\$ 3,171.86
2822098	2	\$ 35,432.55	\$ 3,171.86
2822099	2	\$ 35,432.55	\$ 3,171.86
2822100	2	\$ 35,432.55	\$ 3,171.86
2822101	2	\$ 35,432.55	\$ 3,171.86
2822102	2	\$ 35,432.55	\$ 3,154.58
2822103	2	\$ 35,432.55	\$ 3,154.58
2822104	2	\$ 35,432.55	\$ 3,165.52
2822105	2	\$ 35,432.55	\$ 3,165.52
2822106	2	\$ 35,432.55	\$ 3,171.86
2822107	2	\$ 35,432.55	\$ 3,171.86
2822108	2	\$ 35,432.55	\$ 3,171.86
2822109	2	\$ 35,432.55	\$ 3,171.86
2822110	2	\$ 35,432.55	\$ 3,171.86
2822111	2	\$ 35,432.55	\$ 3,171.86

		Improvement Area #1 ^[a]	
Property ID	Lot Type	Annual Installment Due	
		Outstanding Assessment	1/31/2023 ^{[b],[c]}
2822112	2	\$ 35,432.55	\$ 3,171.86
2822113	2	\$ 35,432.55	\$ 3,171.86
2822114	2	\$ 35,432.55	\$ 3,171.86
2822115	2	\$ -	\$ -
2822116	2	\$ 35,432.55	\$ 3,171.86
2822117	2	\$ 35,432.55	\$ 3,171.86
2822118	2	\$ 35,432.55	\$ 3,171.86
2822119	2	\$ 35,432.55	\$ 3,171.86
2822120	2	\$ 35,432.55	\$ 3,171.86
2822121	2	\$ 35,432.55	\$ 3,159.20
2822123	2	\$ 35,432.55	\$ 3,165.52
2822124	2	\$ 35,432.55	\$ 3,171.86
2822125	2	\$ 35,432.55	\$ 3,171.86
2822126	2	\$ 35,432.55	\$ 3,171.86
2822127	2	\$ 35,432.55	\$ 3,171.86
2822128	2	\$ 35,432.55	\$ 3,171.86
2822129	2	\$ 35,432.55	\$ 3,171.86
2822130	2	\$ 35,432.55	\$ 3,171.86
2822131	2	\$ 35,432.55	\$ 3,171.86
2822132	2	\$ 35,432.55	\$ 3,171.86
2822133	2	\$ 35,432.55	\$ 3,171.86
2822134	Non-Benefited Property	\$ -	\$ -
2822136	Non-Benefited Property	\$ -	\$ -
2822137	Non-Benefited Property	\$ -	\$ -
2822138	Non-Benefited Property	\$ -	\$ -
2822139	Non-Benefited Property	\$ -	\$ -
2822140	Non-Benefited Property	\$ -	\$ -
2822141	Non-Benefited Property	\$ -	\$ -
2822142	Non-Benefited Property	\$ -	\$ -
2822143	Non-Benefited Property	\$ -	\$ -
Total		\$ 7,089,909.47	\$ 632,605.72

Footnotes:

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

[c] Cumulative of TIRZ No. 2 Annual Credit Amount.

EXHIBIT G-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2023	\$ 115,000.00	\$ 458,125.00	\$ 58,309.04	\$ 35,800.00	\$ 667,234.04
2024	\$ 125,000.00	\$ 451,512.50	\$ 59,475.22	\$ 35,225.00	\$ 671,212.72
2025	\$ 130,000.00	\$ 444,325.00	\$ 60,664.73	\$ 34,600.00	\$ 669,589.73
2026	\$ 135,000.00	\$ 436,850.00	\$ 61,878.02	\$ 33,950.00	\$ 667,678.02
2027	\$ 145,000.00	\$ 429,087.50	\$ 63,115.58	\$ 33,275.00	\$ 670,478.08
2028	\$ 155,000.00	\$ 420,750.00	\$ 64,377.89	\$ 32,550.00	\$ 672,677.89
2029	\$ 165,000.00	\$ 411,837.50	\$ 65,665.45	\$ 31,775.00	\$ 674,277.95
2030	\$ 170,000.00	\$ 402,350.00	\$ 66,978.76	\$ 30,950.00	\$ 670,278.76
2031	\$ 185,000.00	\$ 391,300.00	\$ 68,318.33	\$ 30,100.00	\$ 674,718.33
2032	\$ 195,000.00	\$ 379,275.00	\$ 69,684.70	\$ 29,175.00	\$ 673,134.70
2033	\$ 210,000.00	\$ 366,600.00	\$ 71,078.39	\$ 28,200.00	\$ 675,878.39
2034	\$ 220,000.00	\$ 352,950.00	\$ 72,499.96	\$ 27,150.00	\$ 672,599.96
2035	\$ 235,000.00	\$ 338,650.00	\$ 73,949.96	\$ 26,050.00	\$ 673,649.96
2036	\$ 250,000.00	\$ 323,375.00	\$ 75,428.96	\$ 24,875.00	\$ 673,678.96
2037	\$ 270,000.00	\$ 307,125.00	\$ 76,937.54	\$ 23,625.00	\$ 677,687.54
2038	\$ 285,000.00	\$ 289,575.00	\$ 78,476.29	\$ 22,275.00	\$ 675,326.29
2039	\$ 305,000.00	\$ 271,050.00	\$ 80,045.82	\$ 20,850.00	\$ 676,945.82
2040	\$ 325,000.00	\$ 251,225.00	\$ 81,646.73	\$ 19,325.00	\$ 677,196.73
2041	\$ 350,000.00	\$ 230,100.00	\$ 83,279.67	\$ 17,700.00	\$ 681,079.67
2042	\$ 370,000.00	\$ 207,350.00	\$ 84,945.26	\$ 15,950.00	\$ 678,245.26
2043	\$ 395,000.00	\$ 183,300.00	\$ 86,644.17	\$ 14,100.00	\$ 679,044.17
2044	\$ 425,000.00	\$ 157,625.00	\$ 88,377.05	\$ 12,125.00	\$ 683,127.05
2045	\$ 450,000.00	\$ 130,000.00	\$ 90,144.59	\$ 10,000.00	\$ 680,144.59
2046	\$ 485,000.00	\$ 100,750.00	\$ 91,947.48	\$ 7,750.00	\$ 685,447.48
2047	\$ 515,000.00	\$ 69,225.00	\$ 93,786.43	\$ 5,325.00	\$ 683,336.43
2048	\$ 550,000.00	\$ 35,750.00	\$ 95,662.16	\$ 2,750.00	\$ 684,162.16
Total	\$ 7,160,000.00	\$ 7,840,062.50	\$ 1,963,318.19	\$ 605,450.00	\$ 17,568,830.69

Footnotes:

[a] Interest is calculated at a 6.46% rate.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

		Major Improvement Area ^[a]	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 ^{[b],[c]}
1001356	Major Improvement Area Initial Parcel	\$ 414,274.17	\$ 39,371.24
1007412	Major Improvement Area Initial Parcel	\$ 730,397.97	\$ 69,414.59
2518072	Major Improvement Area Initial Parcel	\$ 615,871.57	\$ 58,530.39
2719039	Major Improvement Area Initial Parcel	\$ 1,572,525.41	\$ 149,447.59
2719040	Major Improvement Area Initial Parcel	\$ 146,930.88	\$ 13,963.82
Total		\$ 3,480,000.00	\$ 330,727.63

Footnotes:

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] For billing purposes, the outstanding Assessment and Annual Installments due 1/31/2023 are allocated pro rata to the Property IDs based on acreage.

[c] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

EXHIBIT H-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Principal	Interest ^[b]	Annual Collection Costs	Additional Interest	Reserve Fund	Total Annual Installment ^[a]
2023	\$ 60,000.00	\$ 231,300.00	\$ 22,027.63	\$ 17,400.00	\$ -	\$ 330,727.63
2024	\$ 60,000.00	\$ 227,700.00	\$ 22,468.18	\$ 17,100.00	\$ -	\$ 327,268.18
2025	\$ 65,000.00	\$ 224,100.00	\$ 22,917.55	\$ 16,800.00	\$ -	\$ 328,817.55
2026	\$ 70,000.00	\$ 220,200.00	\$ 23,375.90	\$ 16,475.00	\$ -	\$ 330,050.90
2027	\$ 70,000.00	\$ 216,000.00	\$ 23,843.42	\$ 16,125.00	\$ -	\$ 325,968.42
2028	\$ 75,000.00	\$ 211,800.00	\$ 24,320.28	\$ 15,775.00	\$ -	\$ 326,895.28
2029	\$ 80,000.00	\$ 207,300.00	\$ 24,806.69	\$ 15,400.00	\$ -	\$ 327,506.69
2030	\$ 85,000.00	\$ 202,500.00	\$ 25,302.82	\$ 15,000.00	\$ -	\$ 327,802.82
2031	\$ 90,000.00	\$ 196,762.50	\$ 25,808.88	\$ 14,575.00	\$ -	\$ 327,146.38
2032	\$ 95,000.00	\$ 190,687.50	\$ 26,325.06	\$ 14,125.00	\$ -	\$ 326,137.56
2033	\$ 100,000.00	\$ 184,275.00	\$ 26,851.56	\$ 13,650.00	\$ -	\$ 324,776.56
2034	\$ 105,000.00	\$ 177,525.00	\$ 27,388.59	\$ 13,150.00	\$ -	\$ 323,063.59
2035	\$ 115,000.00	\$ 170,437.50	\$ 27,936.36	\$ 12,625.00	\$ -	\$ 325,998.86
2036	\$ 120,000.00	\$ 162,675.00	\$ 28,495.09	\$ 12,050.00	\$ -	\$ 323,220.09
2037	\$ 130,000.00	\$ 154,575.00	\$ 29,064.99	\$ 11,450.00	\$ -	\$ 325,089.99
2038	\$ 140,000.00	\$ 145,800.00	\$ 29,646.29	\$ 10,800.00	\$ -	\$ 326,246.29
2039	\$ 150,000.00	\$ 136,350.00	\$ 30,239.22	\$ 10,100.00	\$ -	\$ 326,689.22
2040	\$ 155,000.00	\$ 126,225.00	\$ 30,844.00	\$ 9,350.00	\$ -	\$ 321,419.00
2041	\$ 170,000.00	\$ 115,762.50	\$ 31,460.88	\$ 8,575.00	\$ -	\$ 325,798.38
2042	\$ 180,000.00	\$ 104,287.50	\$ 32,090.10	\$ 7,725.00	\$ -	\$ 324,102.60
2043	\$ 190,000.00	\$ 92,137.50	\$ 32,731.90	\$ 6,825.00	\$ -	\$ 321,694.40
2044	\$ 205,000.00	\$ 79,312.50	\$ 33,386.54	\$ 5,875.00	\$ -	\$ 323,574.04
2045	\$ 220,000.00	\$ 65,475.00	\$ 34,054.27	\$ 4,850.00	\$ -	\$ 324,379.27
2046	\$ 235,000.00	\$ 50,625.00	\$ 34,735.35	\$ 3,750.00	\$ -	\$ 324,110.35
2047	\$ 250,000.00	\$ 34,762.50	\$ 35,430.06	\$ 2,575.00	\$ -	\$ 322,767.56
2048	\$ 265,000.00	\$ 17,887.50	\$ 36,138.66	\$ 1,325.00	\$ (291,300.00)	\$ 29,051.16
Total	\$ 3,480,000.00	\$ 3,946,462.50	\$ 741,690.25	\$ 293,450.00	\$ (291,300.00)	\$ 8,170,302.75

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest is calculated at a 6.71% rate.

EXHIBIT I-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

		Improvement Area #2	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/23 ^[a]
2719039	Improvement Area #2 Initial Parcel	\$ 6,223,226.38	\$ 55,284.00
1001356	Improvement Area #2 Initial Parcel	\$ 1,639,478.72	\$ 14,564.30
2518072	Improvement Area #2 Initial Parcel	\$ 2,437,294.90	\$ 21,651.70
Total		\$ 10,300,000.00	\$ 91,500.00

Footnotes:

[a] For billing purposes only, until a plat has been recorded with the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Collin County Appraisal District.

EXHIBIT I-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

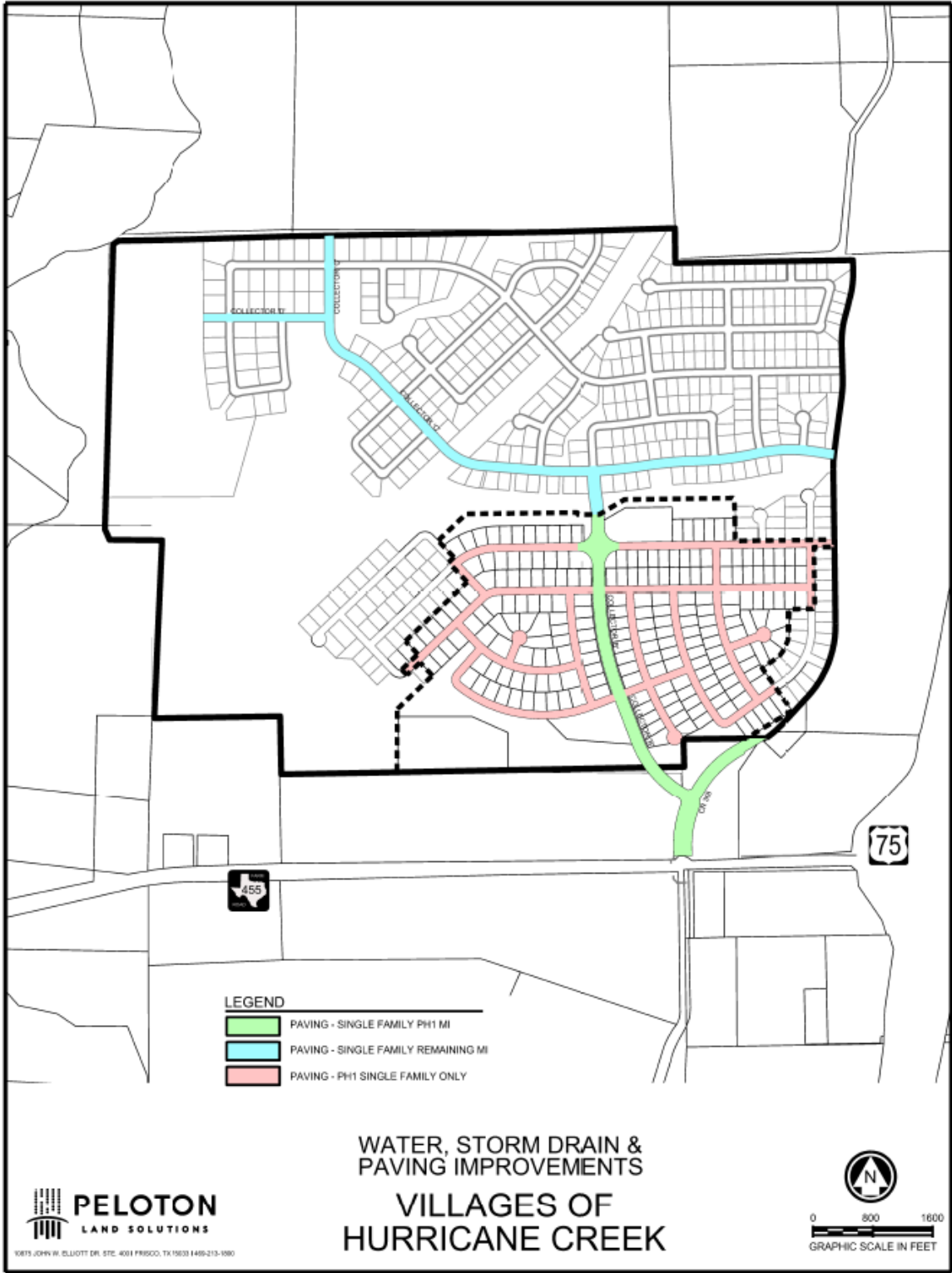
Annual Installments Due 1/31	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Annual Collection Costs	Reserve Fund	Total Annual Installment ^[a]
2023	\$ -	\$ 618,000.00	\$ (618,000.00)	\$ 51,500.00	\$ 40,000.00	\$ -	\$ 91,500.00
2024	\$ 140,000.00	\$ 618,000.00	\$ -	\$ 51,500.00	\$ 40,800.00	\$ -	\$ 850,300.00
2025	\$ 150,000.00	\$ 609,600.00	\$ -	\$ 50,800.00	\$ 41,616.00	\$ -	\$ 852,016.00
2026	\$ 160,000.00	\$ 600,600.00	\$ -	\$ 50,050.00	\$ 42,448.32	\$ -	\$ 853,098.32
2027	\$ 165,000.00	\$ 591,000.00	\$ -	\$ 49,250.00	\$ 43,297.29	\$ -	\$ 848,547.29
2028	\$ 175,000.00	\$ 581,100.00	\$ -	\$ 48,425.00	\$ 44,163.23	\$ -	\$ 848,688.23
2029	\$ 185,000.00	\$ 570,600.00	\$ -	\$ 47,550.00	\$ 45,046.50	\$ -	\$ 848,196.50
2030	\$ 200,000.00	\$ 559,500.00	\$ -	\$ 46,625.00	\$ 45,947.43	\$ -	\$ 852,072.43
2031	\$ 210,000.00	\$ 547,500.00	\$ -	\$ 45,625.00	\$ 46,866.38	\$ -	\$ 849,991.38
2032	\$ 225,000.00	\$ 534,900.00	\$ -	\$ 44,575.00	\$ 47,803.70	\$ -	\$ 852,278.70
2033	\$ 235,000.00	\$ 521,400.00	\$ -	\$ 43,450.00	\$ 48,759.78	\$ -	\$ 848,609.78
2034	\$ 250,000.00	\$ 507,300.00	\$ -	\$ 42,275.00	\$ 49,734.97	\$ -	\$ 849,309.97
2035	\$ 265,000.00	\$ 492,300.00	\$ -	\$ 41,025.00	\$ 50,729.67	\$ -	\$ 849,054.67
2036	\$ 280,000.00	\$ 476,400.00	\$ -	\$ 39,700.00	\$ 51,744.27	\$ -	\$ 847,844.27
2037	\$ 300,000.00	\$ 459,600.00	\$ -	\$ 38,300.00	\$ 52,779.15	\$ -	\$ 850,679.15
2038	\$ 315,000.00	\$ 441,600.00	\$ -	\$ 36,800.00	\$ 53,834.73	\$ -	\$ 847,234.73
2039	\$ 335,000.00	\$ 422,700.00	\$ -	\$ 35,225.00	\$ 54,911.43	\$ -	\$ 847,836.43
2040	\$ 355,000.00	\$ 402,600.00	\$ -	\$ 33,550.00	\$ 56,009.66	\$ -	\$ 847,159.66
2041	\$ 375,000.00	\$ 381,300.00	\$ -	\$ 31,775.00	\$ 57,129.85	\$ -	\$ 845,204.85
2042	\$ 400,000.00	\$ 358,800.00	\$ -	\$ 29,900.00	\$ 58,272.45	\$ -	\$ 846,972.45
2043	\$ 425,000.00	\$ 334,800.00	\$ -	\$ 27,900.00	\$ 59,437.90	\$ -	\$ 847,137.90
2044	\$ 450,000.00	\$ 309,300.00	\$ -	\$ 25,775.00	\$ 60,626.65	\$ -	\$ 845,701.65
2045	\$ 475,000.00	\$ 282,300.00	\$ -	\$ 23,525.00	\$ 61,839.19	\$ -	\$ 842,664.19
2046	\$ 505,000.00	\$ 253,800.00	\$ -	\$ 21,150.00	\$ 63,075.97	\$ -	\$ 843,025.97
2047	\$ 535,000.00	\$ 223,500.00	\$ -	\$ 18,625.00	\$ 64,337.49	\$ -	\$ 841,462.49
2048	\$ 565,000.00	\$ 191,400.00	\$ -	\$ 15,950.00	\$ 65,624.24	\$ -	\$ 837,974.24
2049	\$ 600,000.00	\$ 157,500.00	\$ -	\$ 13,125.00	\$ 66,936.72	\$ -	\$ 837,561.72
2050	\$ 635,000.00	\$ 121,500.00	\$ -	\$ 10,125.00	\$ 68,275.46	\$ -	\$ 834,900.46
2051	\$ 675,000.00	\$ 83,400.00	\$ -	\$ 6,950.00	\$ 69,640.97	\$ -	\$ 834,990.97
2052	\$ 715,000.00	\$ 42,900.00	\$ -	\$ 3,575.00	\$ 71,033.79	\$ (760,600.00)	\$ 71,908.79
Total	\$ 10,300,000.00	\$ 12,295,200.00	\$ (618,000.00)	\$ 1,024,600.00	\$ 1,622,723.17	\$ (760,600.00)	\$ 23,863,923.17

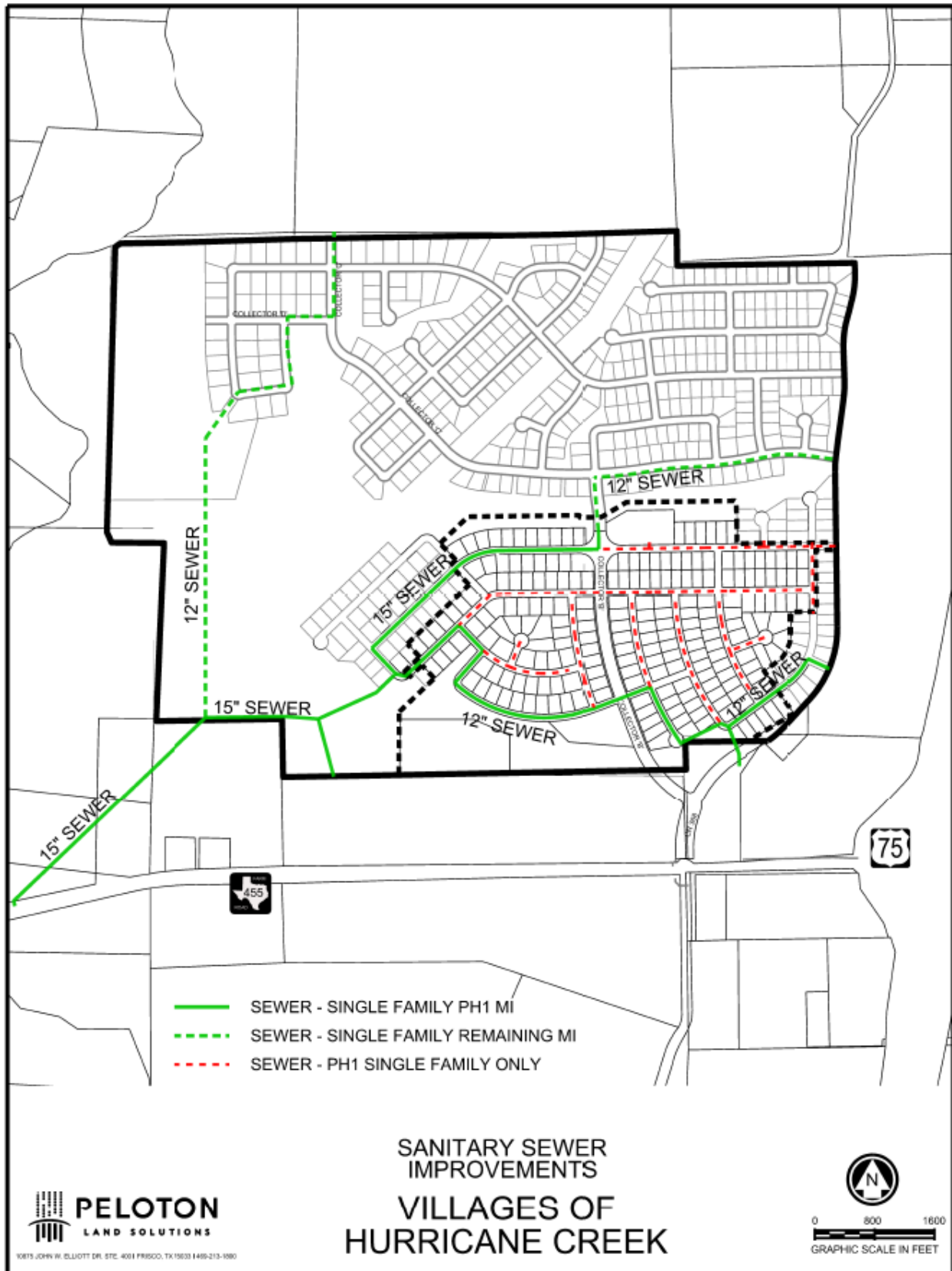
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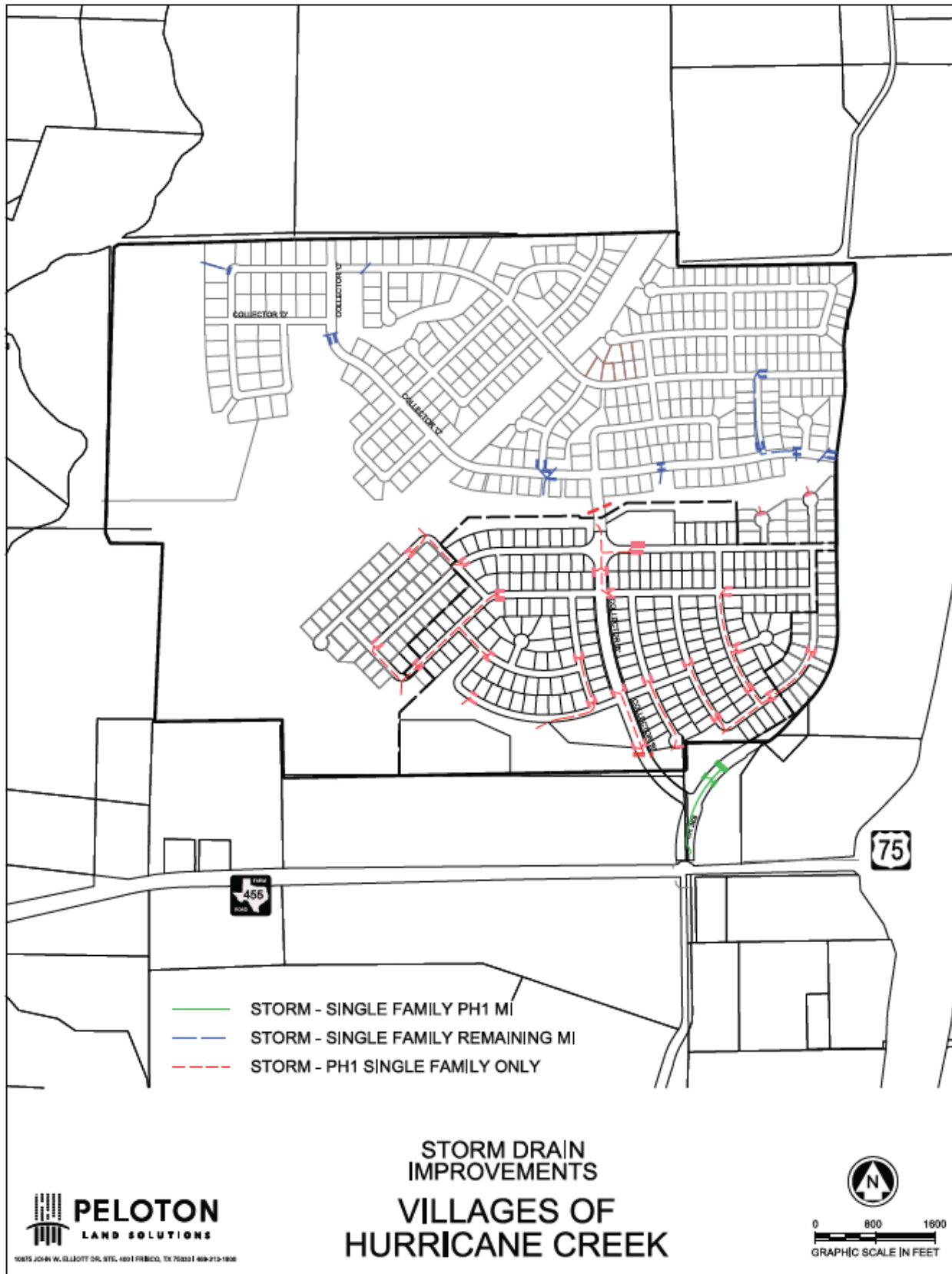
[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bonds is calculated at 6.00% for illustrative purposes only.

EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS







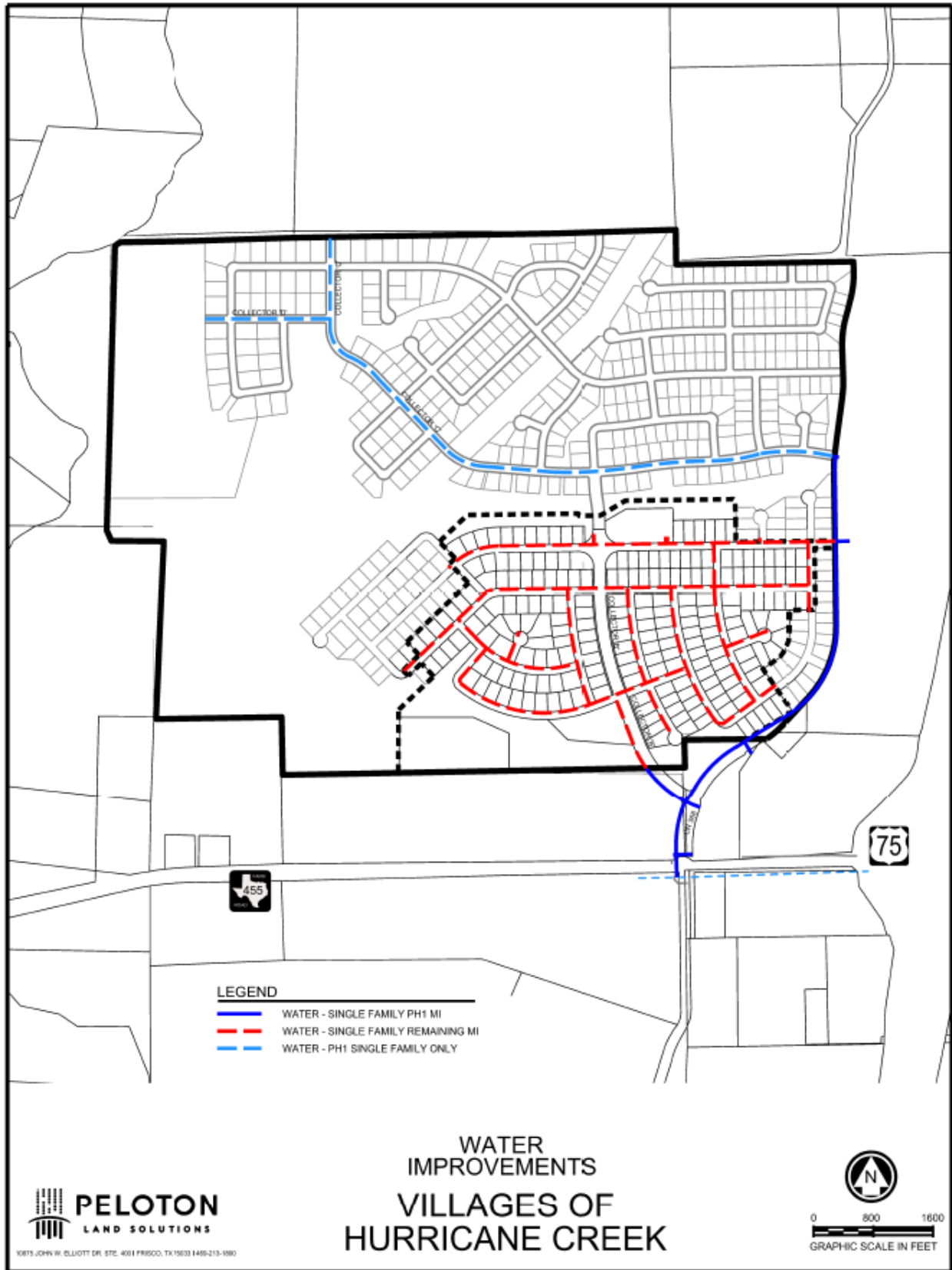
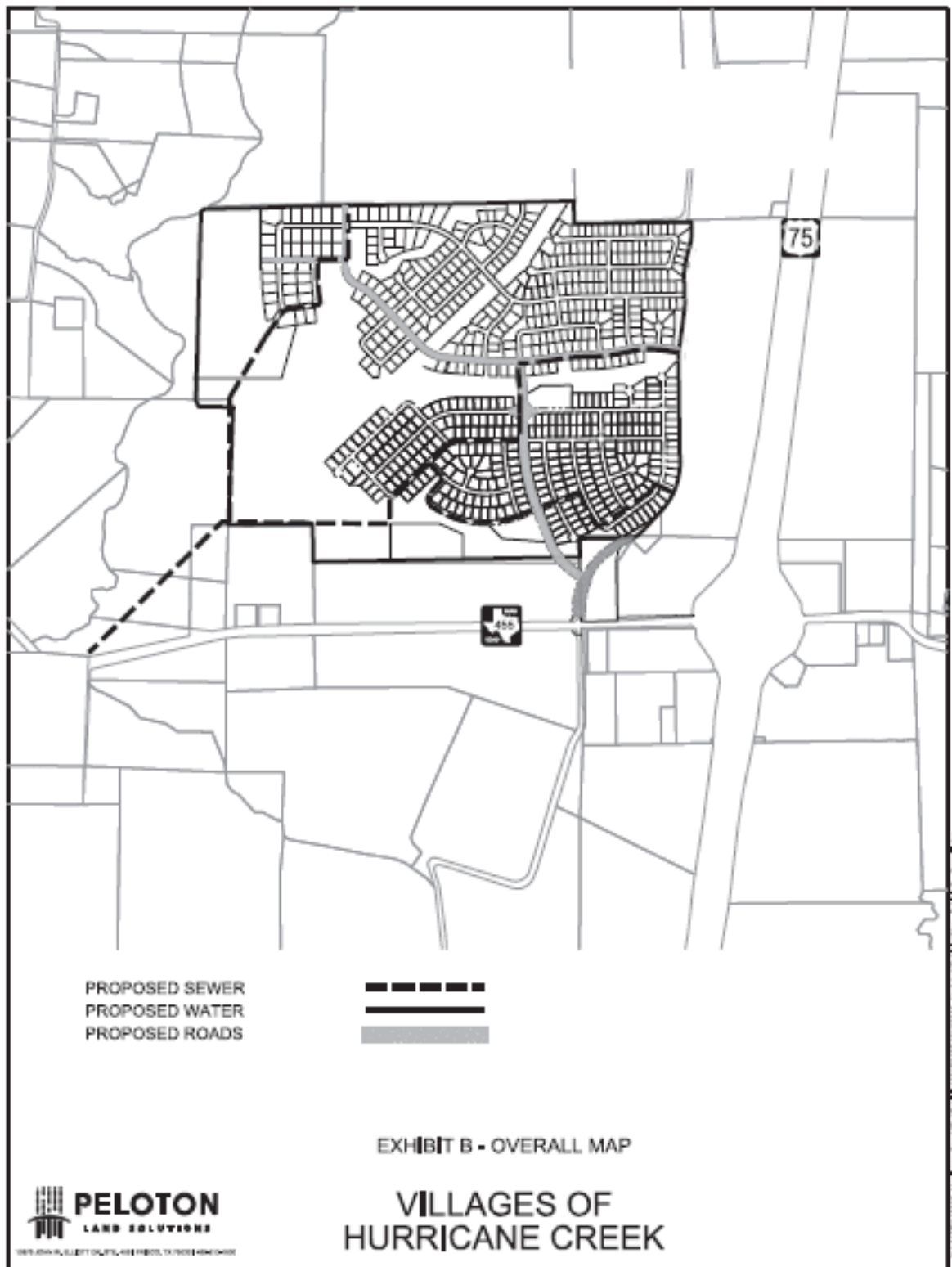
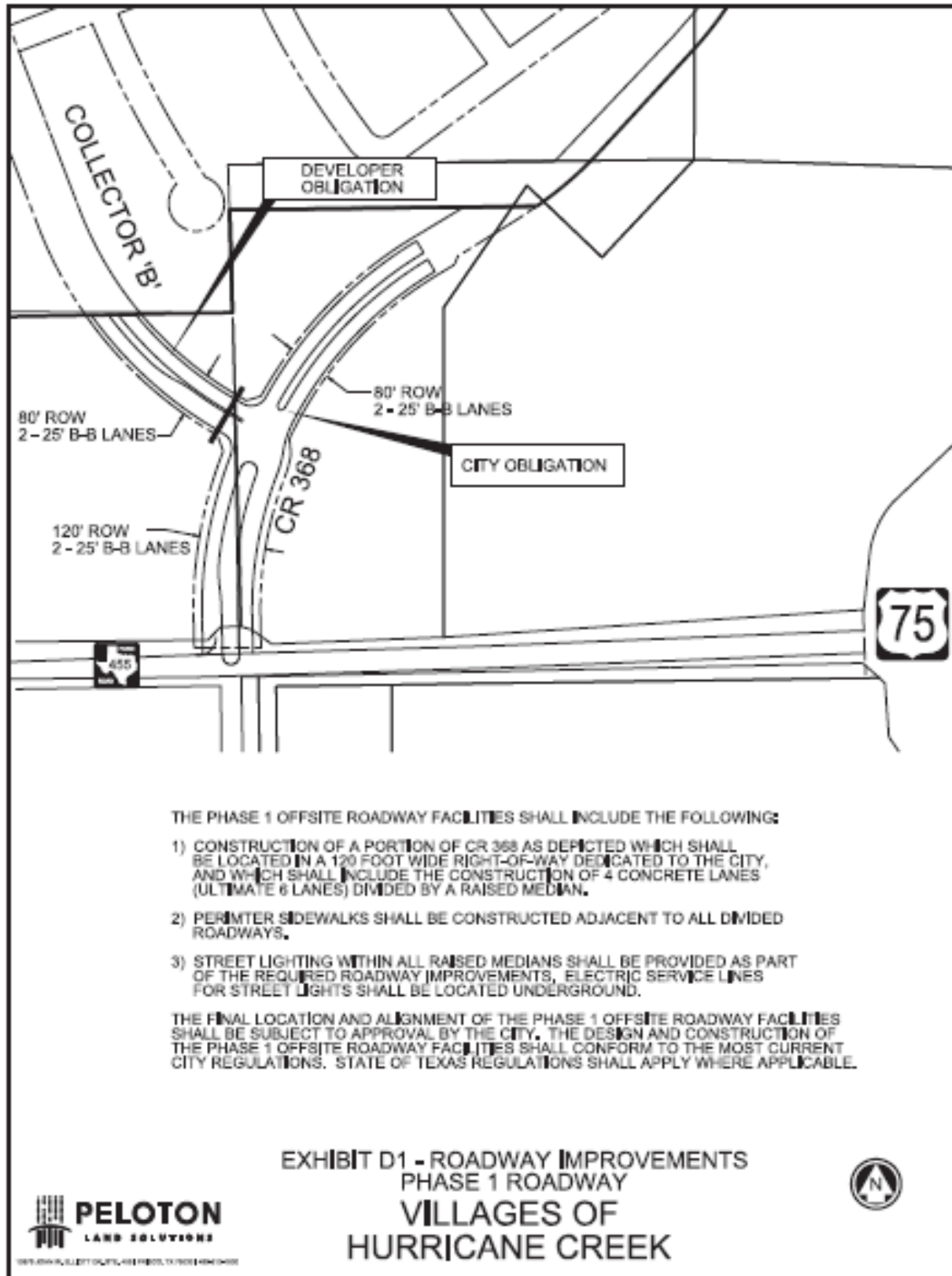
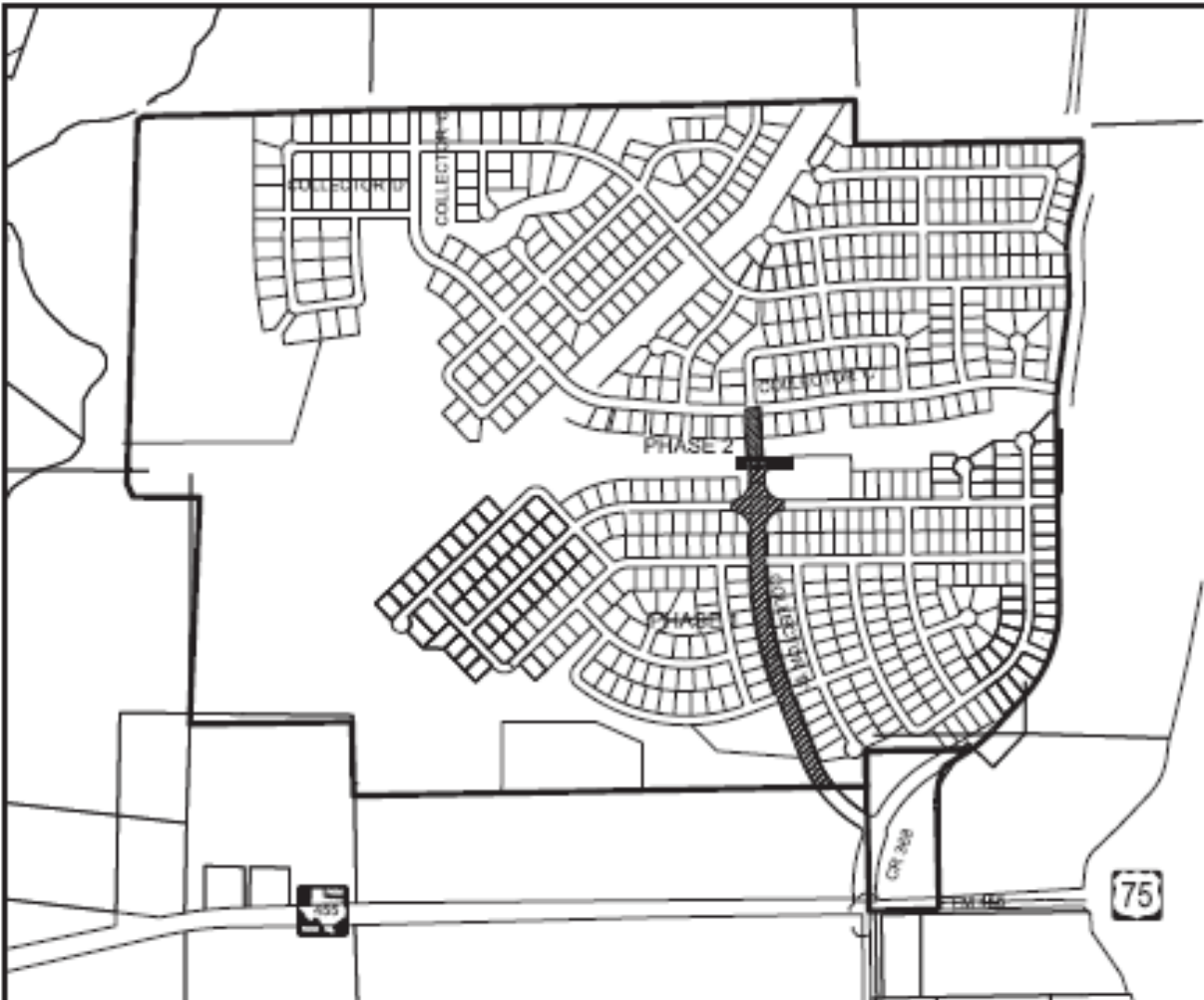


EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS







THE COLLECTOR "B" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

- 1) CONSTRUCTION OF THE COLLECTOR "B" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 80 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES DIVIDED BY A RAISED MEDIAN.
- 2) PERIMETER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO COLLECTOR "B".
- 3) STREET LIGHTING WITHIN ALL RAISED MEDIANS SHALL BE PROVIDED AS PART OF THE REQUIRED ROADWAY IMPROVEMENTS. ELECTRIC SERVICE LINES FOR STREET LIGHTS SHALL BE LOCATED UNDERGROUND.

STREET	PAVEMENT	ROW	LENGTH	PHASE
COLLECTOR B	2 @ 25' B-B	80'	2155 LF	1
COLLECTOR B	2 @ 25' B-B	80'	285 LF	2
TOTAL			2440 LF	

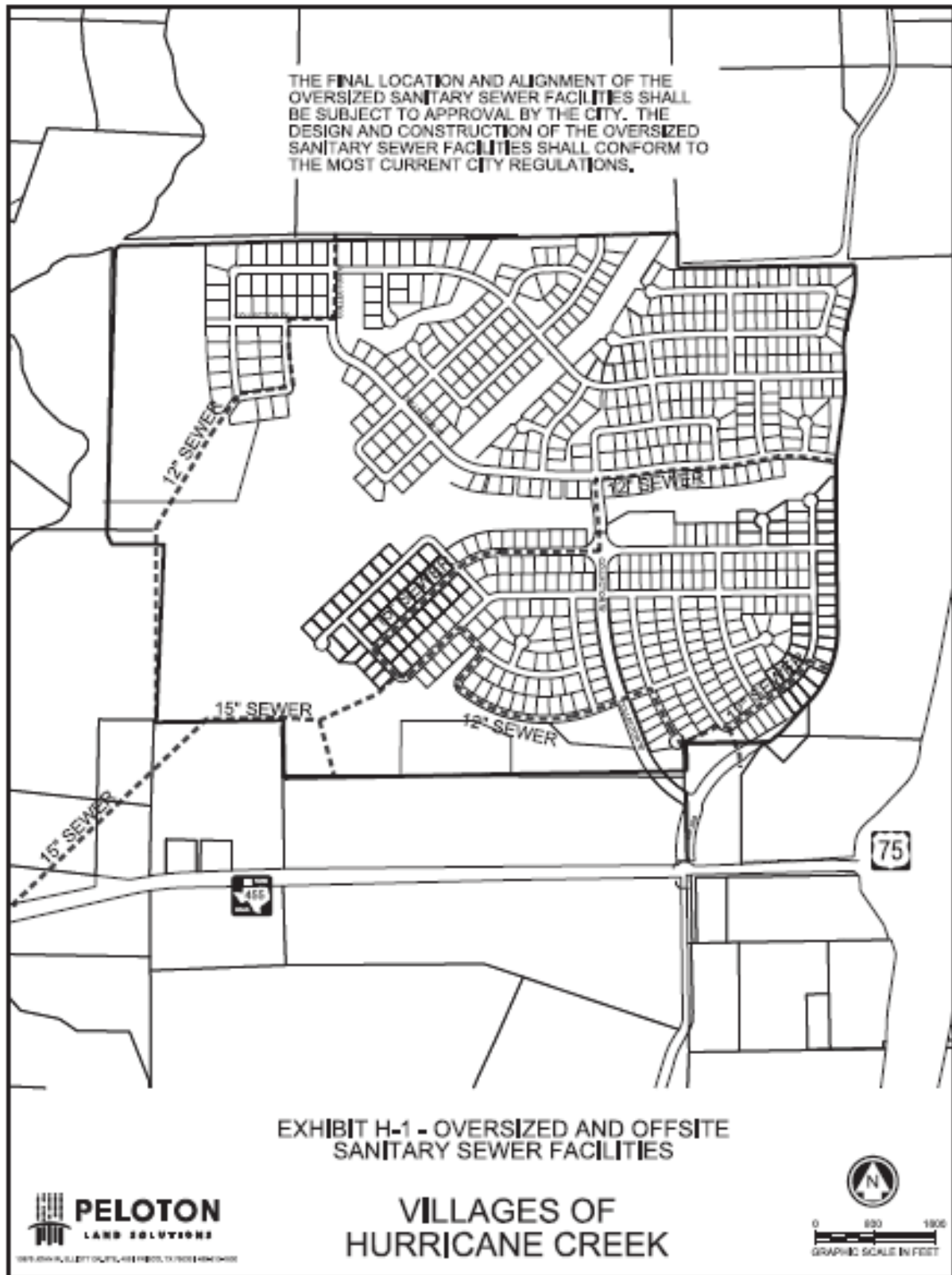
EXHIBIT D2 - COLLECTOR "B" ROADWAY IMPROVEMENTS



1000 JEFFERSON AVENUE, SUITE 100, DALLAS, TEXAS 75201

VILLAGES OF HURRICANE CREEK





THE FINAL LOCATION AND ALIGNMENT OF THE WATER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE WATER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

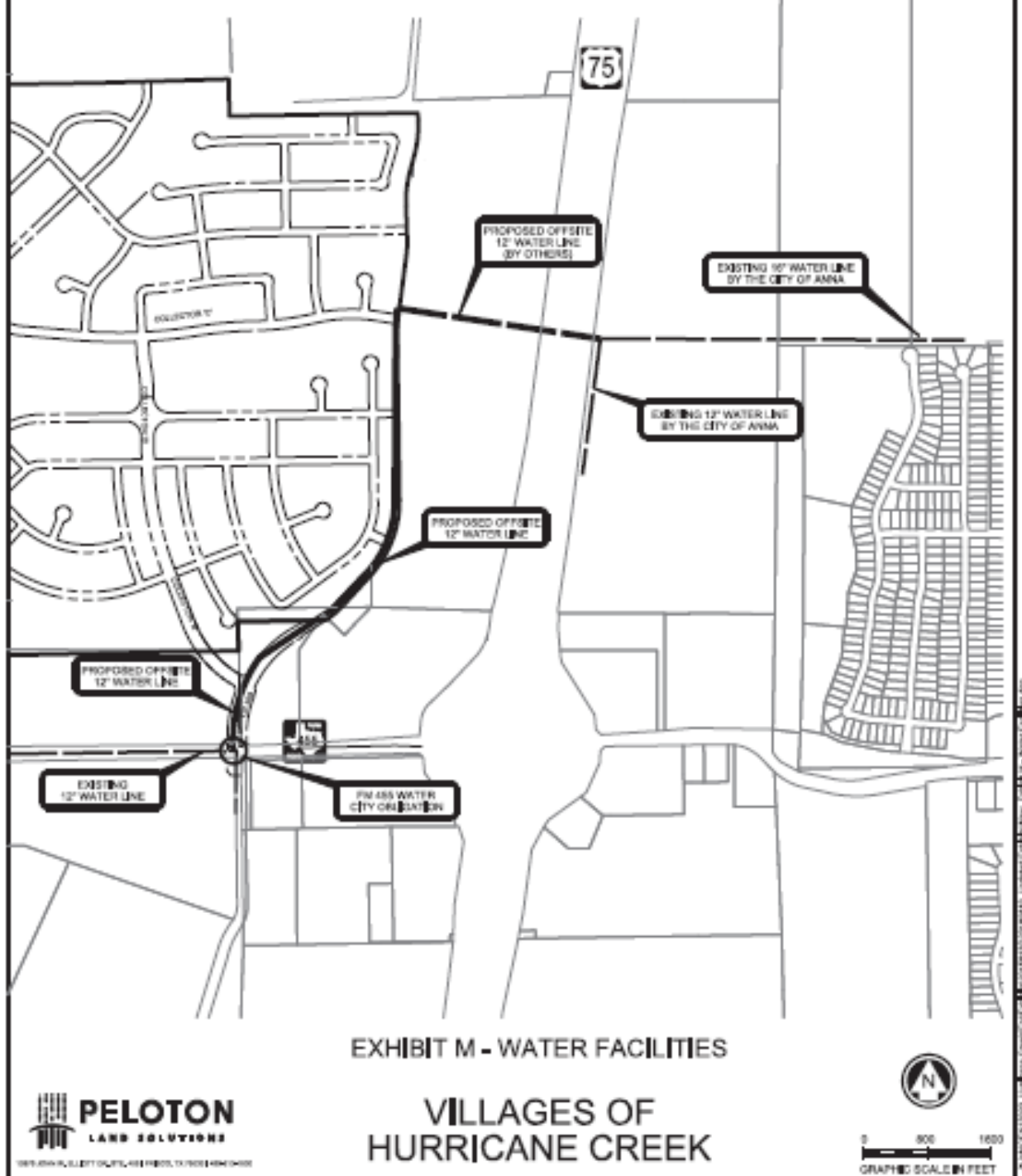
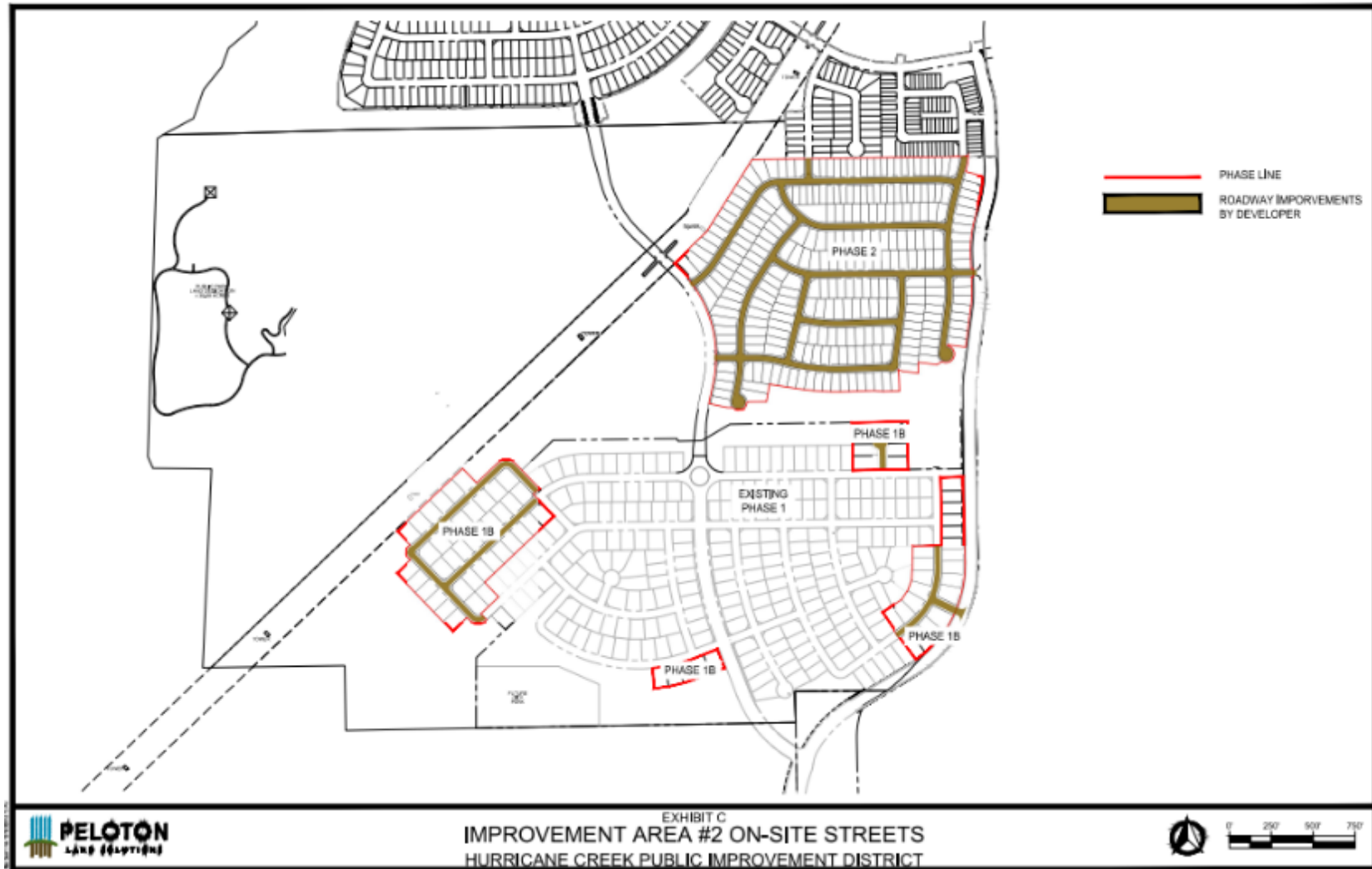
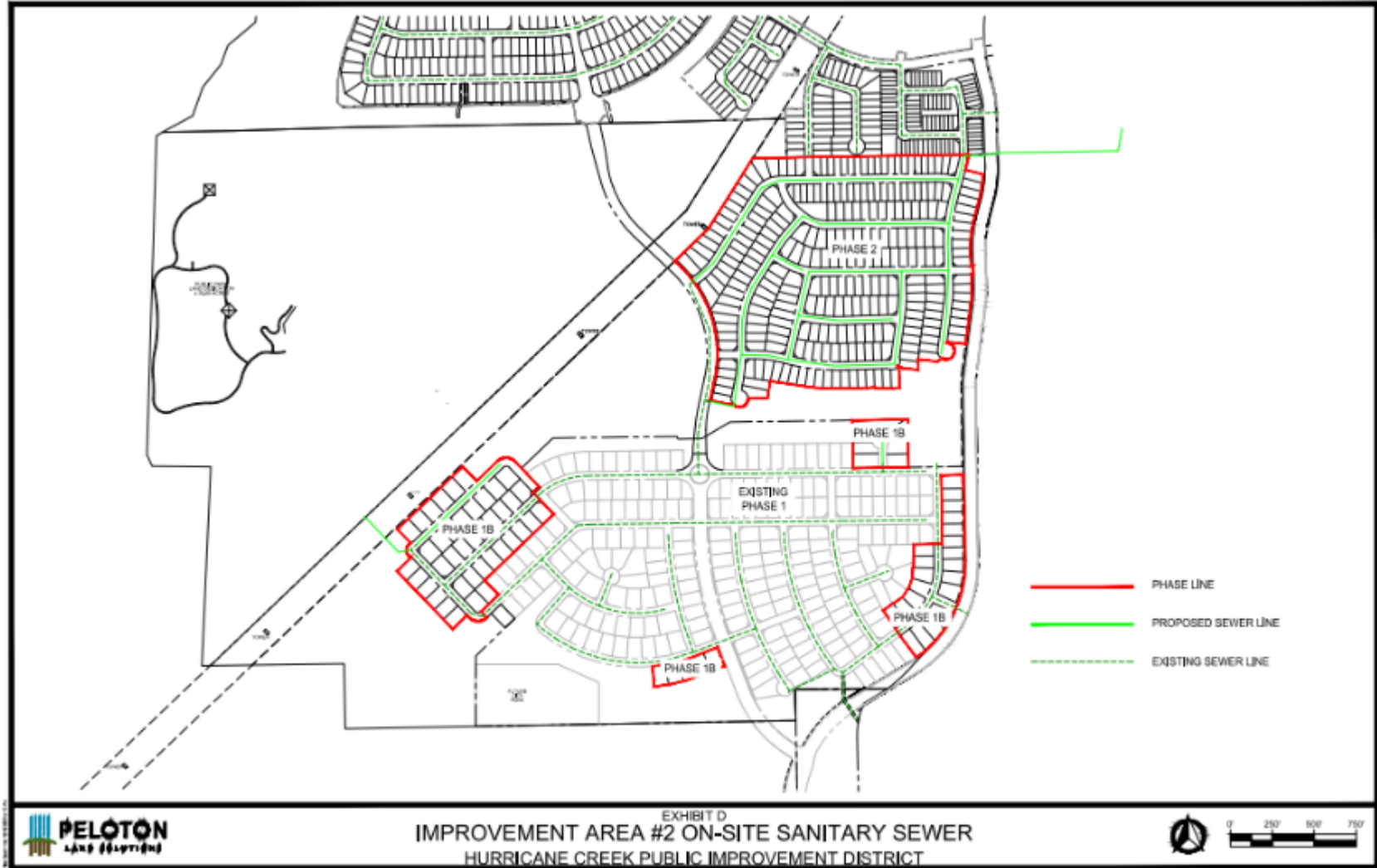
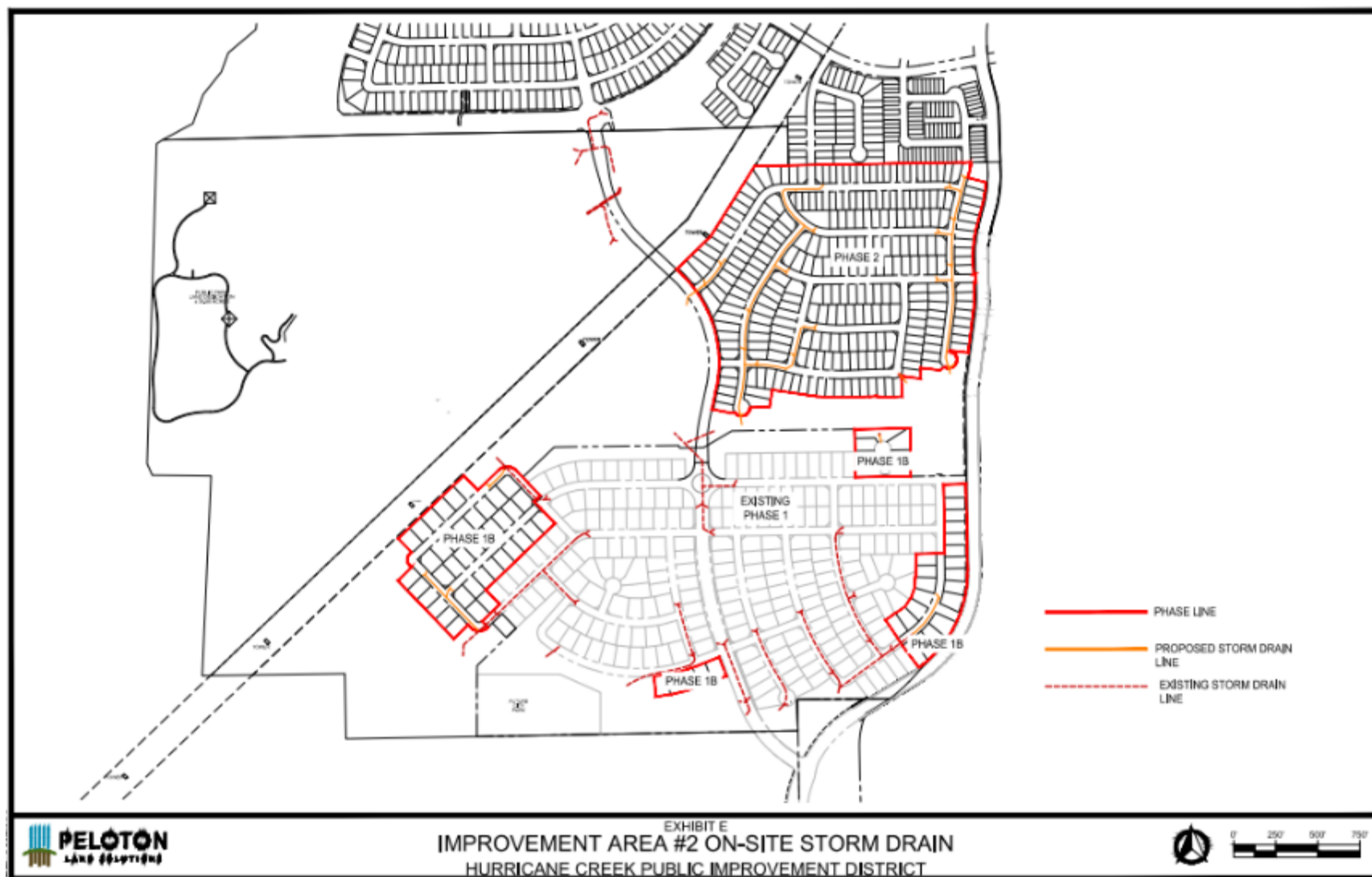


EXHIBIT J-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS







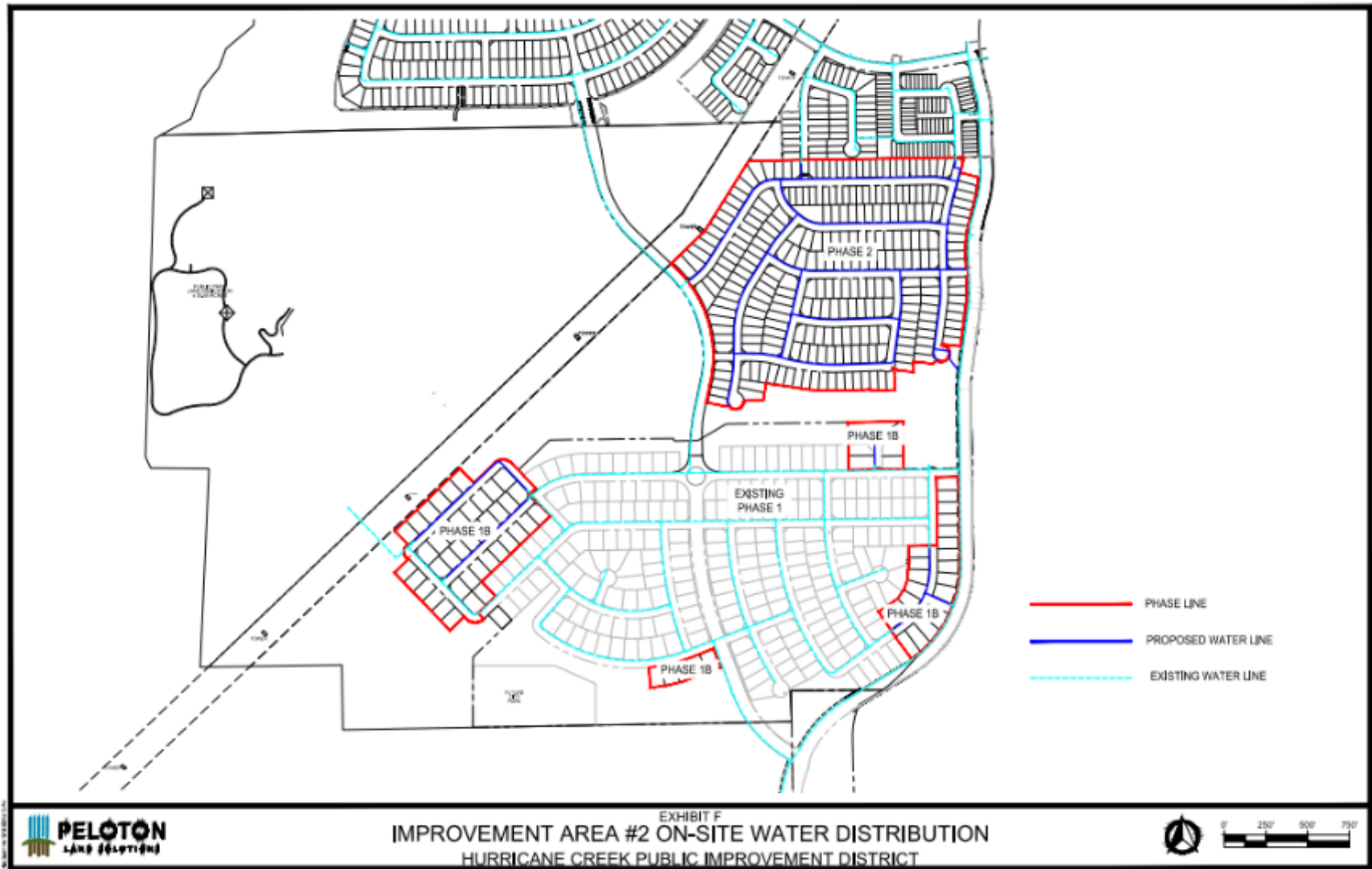


EXHIBIT K – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, TX 76182

[Date]
Collin County Clerk's Office
Honorable _____
900 E. Park Blvd.
#140C
Plano, TX 75074

Re: City of Anna Lien Release documents for filing

Dear Ms./Mr. _____,

Enclosed is a lien release that the City of Anna is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: _____ [Plat]. Please forward copies of the filed documents to my attention:

City of Anna
Attn: [City Secretary]
PO Box 776
120 W. 7th Street
Anna, TX 75409

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

[City Secretary Name]
[City Secretary Address]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

NOW ALL MEN BY THESE PRESENTS:

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Anna, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Anna, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and of the City; and

WHEREAS, on or about November 13, 2018, the City Council for the City, approved Resolution No. 2018-11-506, creating Hurricane Creek Public Improvement District; and

WHEREAS, the Hurricane Creek Public Improvement District consists of approximately 368.2 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about [March 12, 2019], [December 6, 2022], the City Council, approved Ordinance No. [907-2019], [REDACTED], (hereinafter referred to as the "Assessment Ordinance") approving an service and assessment plan and assessment roll for the Property within the Hurricane Creek Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property: [legal description], a subdivision in Collin County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Collin County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Collin County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF ANNA, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Administrator

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Manager], City Administrator for the City of Anna, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT L-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019		\$ 199,957.19	\$ 199,957.19
2020		470,487.50	470,487.50
2021	\$ 105,000.00	470,487.50	575,487.50
2022	110,000.00	464,450.00	574,450.00
2023	115,000.00	458,125.00	573,125.00
2024	125,000.00	451,512.50	576,512.50
2025	130,000.00	444,325.00	574,325.00
2026	135,000.00	436,850.00	571,850.00
2027	145,000.00	429,087.50	574,087.50
2028	155,000.00	420,750.00	575,750.00
2029	165,000.00	411,837.50	576,837.50
2030	170,000.00	402,350.00	572,350.00
2031	185,000.00	391,300.00	576,300.00
2032	195,000.00	379,275.00	574,275.00
2033	210,000.00	366,600.00	576,600.00
2034	220,000.00	352,950.00	572,950.00
2035	235,000.00	338,650.00	573,650.00
2036	250,000.00	323,375.00	573,375.00
2037	270,000.00	307,125.00	577,125.00
2038	285,000.00	289,575.00	574,575.00
2039	305,000.00	271,050.00	576,050.00
2040	325,000.00	251,225.00	576,225.00
2041	350,000.00	230,100.00	580,100.00
2042	370,000.00	207,350.00	577,350.00
2043	395,000.00	183,300.00	578,300.00
2044	425,000.00	157,625.00	582,625.00
2045	450,000.00	130,000.00	580,000.00
2046	485,000.00	100,750.00	585,750.00
2047	515,000.00	69,225.00	584,225.00
2048	550,000.00	35,750.00	585,750.00
Total	<u>\$7,375,000.00</u>	<u>\$9,445,444.69</u>	<u>\$16,820,444.69</u>

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EXHIBIT L-2 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	--	\$ 99,705.00	\$ 99,705.00
2020	--	234,600.00	234,600.00
2021	--	234,600.00	234,600.00
2022	\$ 55,000.00	234,600.00	289,600.00
2023	60,000.00	231,300.00	291,300.00
2024	60,000.00	227,700.00	287,700.00
2025	65,000.00	224,100.00	289,100.00
2026	70,000.00	220,200.00	290,200.00
2027	70,000.00	216,000.00	286,000.00
2028	75,000.00	211,800.00	286,800.00
2029	80,000.00	207,300.00	287,300.00
2030	85,000.00	202,500.00	287,500.00
2031	90,000.00	196,762.50	286,762.50
2032	95,000.00	190,687.50	285,687.50
2033	100,000.00	184,275.00	284,275.00
2034	105,000.00	177,525.00	282,525.00
2035	115,000.00	170,437.50	285,437.50
2036	120,000.00	162,675.00	282,675.00
2037	130,000.00	154,575.00	284,575.00
2038	140,000.00	145,800.00	285,800.00
2039	150,000.00	136,350.00	286,350.00
2040	155,000.00	126,225.00	281,225.00
2041	170,000.00	115,762.50	285,762.50
2042	180,000.00	104,287.50	284,287.50
2043	190,000.00	92,137.50	282,137.50
2044	205,000.00	79,312.50	284,312.50
2045	220,000.00	65,475.00	285,475.00
2046	235,000.00	50,625.00	285,625.00
2047	250,000.00	34,762.50	284,762.50
2048	265,000.00	17,887.50	282,887.50
Total	<u>\$3,535,000.00</u>	<u>\$4,749,967.50</u>	<u>\$8,284,967.50</u>

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EXHIBIT L-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

[To be provided by the City Financial Advisor.]

EXHIBIT M-1 – DISTRICT BOUNDARY DESCRIPTION

BEING all that certain tract of land situated in then Joseph Boyle Survey, Abstract Number 105, the John Coffman Survey, Abstract Number 197 the J. M. Kincade Survey, Abstract Number 509 J. W. Mitchel Survey, Abstract Number 565 the W. Rattan Survey, Abstract Number 752 and the T. Rattan Survey, Abstract Number 785, Collin County, Texas and being all of a called 262.41 acre tract as described by deed to Villages of Hurricane Creek, LP recorded in Volume 5430, Page 9864 of County Records, Collin County, Texas and being part of a called 114.252 acre of land described by deed to Don Collins, et al recorded in Volume 5257, Page 4877 of said County Records and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 262.41 acre tract, in the west line of said 114.252 acre tract:

THENCE S 89°54'24"W, 2687.84 feet;
THENCE N 00°04'27"W, 387.21 feet;
THENCE N 89°58'14"W, 849.21 feet;
THENCE N 03°33'44"E, 1188.00 feet;
THENCE N 88°26'26"W, 365.15 feet;
THENCE N 23°08'27"W, 67.47 feet;
THENCE N 02°48'15"E, 1930.31 feet;
THENCE N 89°52'55"E, 465.63 feet;
THENCE N 89°15'32"E, 742.56 feet;
THENCE S 90°00'00"E, 1755.97 feet to the northeast corner of said 262.41 acre tract of land and being the northwest corner of said 114.252 acre tract;
THENCE N 89°11'00"E, 794.06 feet;
THENCE S 00°10'57"W, 232.18 feet;
THENCE N 89°56'12"E, 1184.36 feet;
THENCE S 01°06'39"E, 55.96 feet to the beginning of a curve to the right;
THENCE with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;
THENCE S 15°42'02"W, 121.60 feet;
THENCE with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;
THENCE S 01°06'39"E, 201.55 feet;
THENCE with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31'48", having a radius of 699.99 feet, the long chord which bears S 03°39'15"W, 116.30 feet;
THENCE S 08°25'09"W, 393.86 feet;
THENCE with said curve to the left, an arc distance of 101.59 feet, through a central angle of 08°19'23", having a radius of 700.03 feet, the long chord which bears S 04°15'28"W, 101.60 feet;
THENCE S 00°05'44"W, 1035.62 feet;
THENCE with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25'52", having a radius of 700.00 feet, the long chord which bears S 21°43'40"W, 518.00 feet;
THENCE S 43°31'37"W, 241.38 feet;
THENCE with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02'48", having a radius of 400.00 feet, the long chord which bears S 43°43'02"W, 25.41 feet;
THENCE N 89°44'50"W, 655.06 feet;

THENCE S 00°56'11"E, 265.80 feet to the **Point of Beginning** and containing 16,037,378 square feet or 368.2 acres of land more or less.



13079 JOHN W. ELLIOTT DR., STE. 400 | FORT COCK, TX 76001 | 817-213-1800

EXHIBIT A1 - METES AND BOUNDS VILLAGES OF HURRICANE CREEK

J:\JACEN\13042_Hurricane Creek\Exhibits\2018\100\Exhibit A1 - Metes and Bounds.dgn

EXHIBIT M-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

LEGAL DESCRIPTION

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 1,910.63 feet with the south line of said CADG tract to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 00°15'27" E, 421.11 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 320.76 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S46°18'49" W, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13", having a radius of 465.00 feet, the long chord bears N 49°15'56" E, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 163.78 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 259.23 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 89°13'07" E, 741.15 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 23°12'58" E, 16.58 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 89°13'07" E, 140.84 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 59°26'33" E, 195.37 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 89°13'07" E, 731.48 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°46'53" E, 284.46 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 89°13'07" E, 525.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°46'53" E, 460.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 89°13'07" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 01°32'35" W, 138.83 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 03°56'49" W, 63.28 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 20°40'36" W, 64.06 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 34°31'32" W, 64.92 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 56°29'24" W, 66.49 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 55°11'09" W, 70.72 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 33°07'12" E, 131.90 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 36°16'47" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 53°43'13" W, 1.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 36°16'47" E, 163.61 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set in the east line of said CADG Hurricane Creek, LLC. Tract at the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21", having a radius of 700.00 feet, and a long chord which bears S 56°44'35" W, 61.55 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 59°01'02" W, 294.65 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 89°21'12" W, 420.50 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 01°31'10" E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 acres of land, more or less.

EXHIBIT M-3 – MAJOR IMPROVEMENT AREA BOUNDARY DESCRIPTION

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 89°54'24"W, 2,687.84 feet;

THENCE N 00°04'27"W, 387.21 feet;

THENCE N 89°58'14"W, 849.21 feet;

THENCE N 03°33'44"E, 1,188.00 feet;

THENCE N 88°26'26"W, 365.15 feet;

THENCE N 23°08'27"W, 67.47 feet;

THENCE N 02°48'15"E, 1,930.31 feet;

THENCE N 89°52'55"E, 465.63 feet;

THENCE N 89°15'32"E, 742.56 feet;

THENCE S 90°00'00"E, 1,755.97 feet;

THENCE N 89°11'00"E, 794.06 feet;

THENCE S 00°10'57"W, 232.18 feet;

THENCE N 89°56'12"E, 1184.36 feet;

THENCE S 01°06'39"E, 55.96 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;

THENCE S 15°42'02"W, 121.60 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;

THENCE S 01°06'39"E, 201.55 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31'48", having a radius of 699.99 feet, the long chord which bears S 03°39'15"W, 116.30 feet;

THENCE S 08°25'09"W, 393.86 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 101.69 feet, through a central angle of 08°19'23", having a radius of 700.03 feet, the long chord which bears S 04°15'28"W, 101.60 feet;

THENCE S 00°05'44"W, 1035.62 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25'52", having a radius of 700.00 feet, the long chord which bears S 21°48'40"W, 518.00 feet;

THENCE S 43°31'37"W, 241.38 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02'48", having a radius of 400.00 feet, the long chord which bears S 43°40'02"W, 25.41 feet;

THENCE N 89°44'50"W, 655.06 feet;

THENCE S 00°56'11"E, 265.80 feet to the Point of Beginning and containing 16,037,378 square feet or 368.2 acres of land more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 1,910.63 feet;

THENCE N 00°15'27" E, 421.11 feet;

THENCE N 46°18'49" E, 320.76 feet;

THENCE N 43°41'11" W, 120.00 feet;

THENCE S46°18'49" W, 117.06 feet;

THENCE N 43°41'11" W, 50.00 feet;

THENCE N 46°18'49" E, 145.00 feet;

THENCE N 43°41'11" W, 120.00 feet;

THENCE N 46°18'49" E, 570.00 feet;

THENCE N 43°41'11" W, 170.00 feet;

THENCE N 46°18'49" E, 2.17 feet to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13", having a radius of 465.00 feet, the long chord bears N 49°15'56" E, 47.89 feet;

THENCE N 43°41'11" W, 163.78 feet;

THENCE N 46°18'49" E, 259.23 feet;

THENCE N 89°13'07" E, 741.15 feet;

THENCE S 23°12'58" E, 16.58 feet;

THENCE N 89°13'07" E, 140.84 feet;

THENCE N 59°26'33" E, 195.37 feet;

THENCE N 89°13'07" E, 731.48 feet;

THENCE S 00°46'53" E, 284.46 feet;

THENCE N 89°13'07" E, 525.00 feet;

THENCE S 00°46'53" E, 460.00 feet;

THENCE S 89°13'07" W, 170.00 feet;

THENCE S 01°32'35" W, 138.83 feet;

THENCE S 03°56'49" W, 63.28 feet;

THENCE S 20°40'36" W, 64.06 feet;

THENCE S 34°31'32" W, 64.92 feet;

THENCE S 56°29'24" W, 66.49 feet;

THENCE S 55°11'09" W, 70.72 feet;

THENCE S 33°07'12" E, 131.90 feet;

THENCE S 36°16'47" E, 50.00 feet;

THENCE S 53°43'13" W, 1.72 feet;

THENCE S 36°16'47" E, 163.61 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21", having a radius of 700.00 feet, and a long chord which bears S 56°44'35" W, 61.55 feet;

THENCE S 59°01'02" W, 294.65 feet;

THENCE S 89°21'12" W, 420.50 feet;

THENCE S 01°31'10" E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 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."

EXHIBIT M-4 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Phase 2 LEGAL DESCRIPTION:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NUMBER 105 AND THE W.S. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO CADG HURRICANE CREEK, LLC KNOWN AS TRACT 2 RECORDED IN INSTRUMENT NUMBER 201505290000631020 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO MM ANNA 325, LLC TRACT 1 RECORDED IN INSTRUMENT NUMBER 20190411000386110 AND BEING THE NORTHWEST CORNER OF ONE ANNA TWO ADDITION RECORDED IN INSTRUMENT NUMBER 20210607010002180 OF SAID O.P.R.C.C.T.

THENCE DEPARTING THE SOUTH LINE OF SAID MM ANNA TRACT FOLLOWING THE WEST LINE OF SAID ONE ANNA TWO ADDITION TRACT AND BEING THE WEST LINE OF STANDRIDGE BOULEVARD (A CALLED 80' RIGHT-OF-WAY) THE FOLLOWING BEARINGS AND DISTANCES:

S 02° 05' 48" E, 55.77 TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 205.60 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 44", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 27' 08" W, 204.87 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 14° 47' 37" W, 121.39 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 205.59 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 39", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 28' 09" W, 204.85 FEET TO A 1/2 IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 02° 00' 44" E, 201.29 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 116.43 FEET, THROUGH A CENTRAL ANGLE OF 09° 31' 48", HAVING A RADIUS OF 699.99 FEET, AND A LONG CHORD WHICH BEARS S 02° 49' 59" W, 116.30 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 07° 36' 10" W, 394.08 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 101.69 FEET, THROUGH A CENTRAL ANGLE OF 08° 19' 23", HAVING A RADIUS OF 700.03 FEET, AND A LONG CHORD WHICH BEARS S 03° 23' 47" W, 101.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 00° 46' 53" E, 187.26 FEET TO THE NORTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK, PHASE 1 RECORDED IN INSTRUMENT NUMBER 2021012000126700 OF SAID O.P.R.C.C.T.;

THENCE FOLLOWING THE NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:

S 89° 13' 07" W, 1,391.48 FEET;

S 59° 26' 33" W, 165.35 FEET;

THENCE DEPARTING SAID NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 OVER AND ACROSS SAID TRACT 2 THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 46' 53" W, 38.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 111.87 FEET, THROUGH A CENTRAL ANGLE OF 12° 49' 11", HAVING A RADIUS OF 500.00 FEET, AND A LONG CHORD WHICH BEARS N 05° 37' 43" E, 111.64 FEET;

N 12° 02' 18" E, 192.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 748.78 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS N 17° 20' 48" W, 716.38 FEET;

N 46° 43' 54" W, 32.41 FEET;

N 46° 18' 49" E, 276.60 FEET;

N 32° 16' 49" E, 500.47 FEET;

THENCE N 89° 04' 42" E, 1382.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,449,716 SQUARE FEET OR 56.238 ACRES MORE OR LESS.

Phase 1B Legal Description

Tract 1

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped GEER 3258 found in the east line of said Tract 2 to CADG Hurricane Creek LLC AND being the most easterly southeast corner of The Villages of Hurricane Creek Phase 1 recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE following the east property line of said Villages of Hurricane Creek the following bearings and distances:

N 36° 16' 46" W, 163.61 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 53° 43' 13" E, 1.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 36° 16' 47" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 33° 07' 12" W, 131.90 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 55° 11' 09" E, 70.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 56° 29' 24" E, 66.49 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 34° 31' 32" E, 64.92 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 20° 40' 36" E, 64.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 03° 56' 49" E, 63.28 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 01° 32' 35" E, 138.83 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 89° 13' 07" E, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 00° 46' 53" W, 410.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
N 89° 14' 17" E, 135.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 513.44 feet to the beginning of a curve to the right to a 1/2" iron rod found;

THENCE with said curve to the right, an arc distance of 671.13 feet, through a central angle of 54° 55' 58", having a radius of 700.00 feet, and a long chord which bears S 26° 43' 03" W, 645.72 feet to the POINT OF BEGINNING and containing 251,915 square feet or 5.783 acres of land more or less.

Tract 2

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found in the east line of said Tract 2 and the most easterly northeast corner of The Villages of Hurricane Creek Phase I recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE S 89° 13' 07" W, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 284.46 feet to the POINT OF BEGINNING and containing 187,742 square feet or 4.310 acres of land more or less.

Tract 3

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 842.56 feet;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 01°01'33" W, 218.10 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set to THE POINT OF BEGINNING;

THENCE N 03° 24' 07" W, 121.40 feet to the beginning of a curve to the left to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE with said curve to the left, an arc distance of 248.93 feet, through a central angle of 15° 25' 09", having a radius of 925.00 feet, and a long chord which bears N 76° 44' 47" E, 248.18 feet;

THENCE following the south right of way line of Hidden Valley Drive of said Villages of Hurricane Creek the following bearings and distances:

N 69° 02' 12" E, 64.84 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 69° 02' 12" E, 90.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE following the west right of way line of Shadybrook Trail of said Villages of Hurricane Creek the following bearing and distance:

S 20° 57' 48" E, 120.08 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 82° 06' 18" W, 93.25 feet to the POINT OF BEGINNING and containing 50,814 square feet or 1.167 acres of land more or less.

Tract 4

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found for southwest corner of Block M, Lot 4 in a tract of land referred to as Tract 1 recorded in said Official Public Records for said CADG Hurricane Creek, LLC tract and having a Northing of 7180087.9589' and Easting of 2549759.9701';

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found for the most easterly southeast corner of a tract of land referred to as Tract 1 recorded in said Official Public Records and the easternmost northeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 46° 18' 49" W, 250.44 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46° 18' 49" E, 115.13 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 105.54 feet, through a central angle of 122° 40' 26", having a radius of 50.00 feet, and a long chord which bears N 01° 33' 11" W, 87.75 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8" iron rod with plastic cap stamped "PELTON" set

THENCE N 46° 18' 49" E, 171.01 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 117.81 feet, through a central angle of 89° 59' 58", having a radius of 75.00 feet, and a long chord which bears S 88° 41' 11" E, 106.07 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 43° 41' 11" E, 217.47 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 47.91 feet, through a central angle of 05° 54' 13", having a radius of 465.00 feet, and a long chord which bears S 49° 15' 49" W, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;)
THENCE S 46° 18' 49" W, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
THENCE S 43° 41' 11" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
THENCE S 46° 18' 49" W, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
THENCE S 43° 41' 11" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
THENCE N 46° 18' 49" E, 117.05 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;
(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;)
THENCE S 43° 41' 11" E, 120.00 feet to the POINT OF BEGINNING and containing 570,152 square feet or
13.089 acres of land more or less.

APPENDIX A – ENGINEER’S REPORT



FRISCO OFFICE
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469.213.1800
TBPLS 10194468

October 28, 2022

Engineer’s Report
Hurricane Creek Public Improvement District
Hurricane Creek Phase 1B & 2
NW Corner of US 75 & W White St
City of Anna

Introduction: The Sherley Tract PID #2 (Hurricane Creek Phases 1B & 2) is a single-family development consisting of approximately 340 single-family residential homes, over approximately 69.1 Ac. as depicted on Exhibit A. The parcel is located at the Northwest corner of US Highway 75 and W White St (FM 455); it is directly adjacent to the existing Villages at Hurricane Creek Phase 1 development. This Engineer's Report includes the documents requested by the City of Anna for the formation of the Public Improvement District (PID) and the issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs: An Engineer's Opinion of Probable Cost has been prepared for all on-site and off-site infrastructure (Exhibit B).

Development Improvements: Development Improvements have been classified Direct Improvements and Private Costs. Direct Improvement items will be included in the PID.

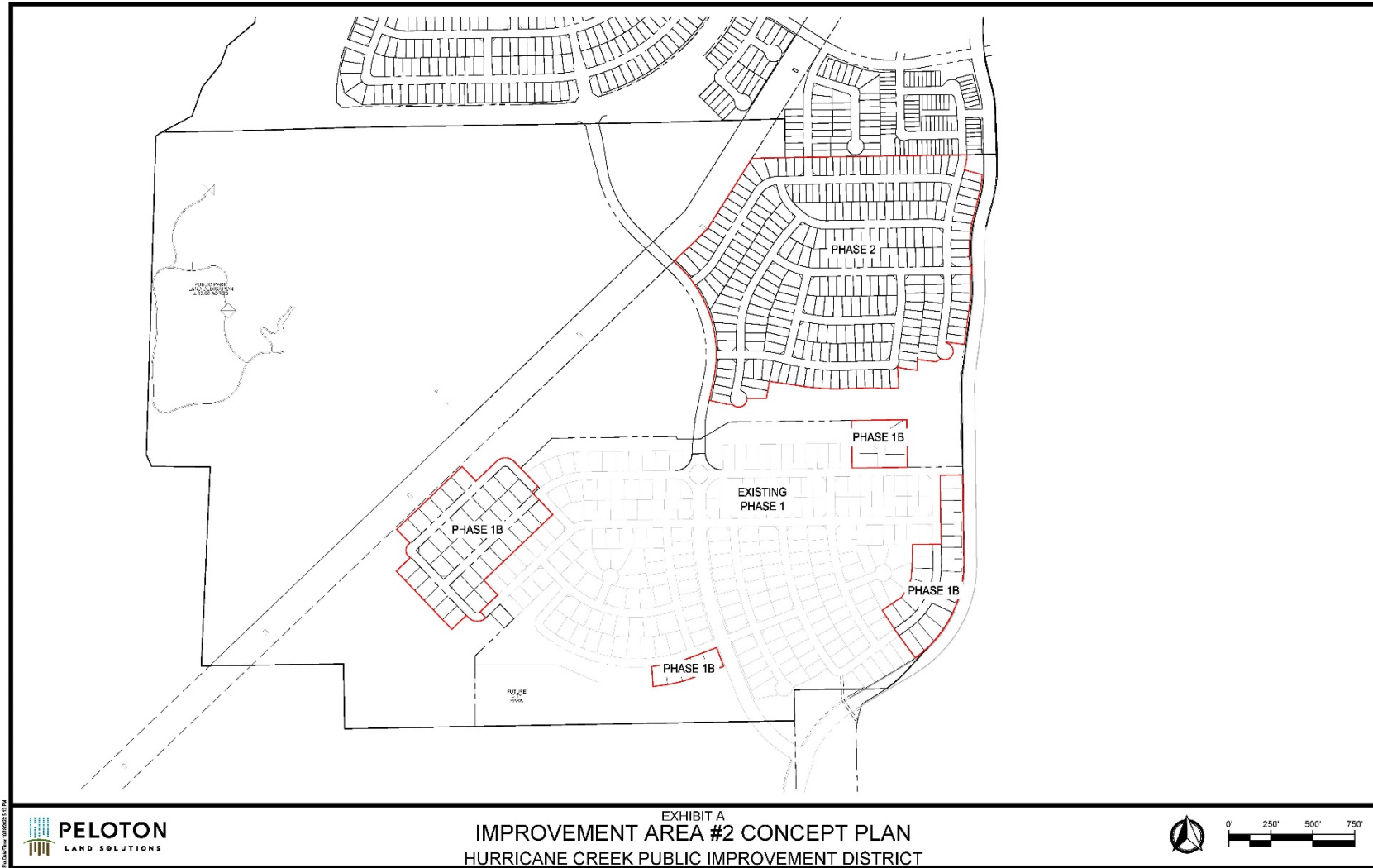
Direct Improvements for Improvement Area #2 (Phases 1B & 2 of the development) are shown on Exhibits C through G.

Development Schedule: Entitlements are in place for the project; Phase 1B & 2 construction plans have been approved by the City. Utility construction commenced in April 2022 and final acceptance is anticipated in April 2023.

A blue ink handwritten signature is written over a circular professional engineer seal. The seal features a five-pointed star in the center, surrounded by the words "STATE OF TEXAS". Below the star, the name "MARC P. PAQUETTE" is printed, followed by the number "84936". The outer ring of the seal contains the words "LICENSED PROFESSIONAL ENGINEER".

FORT WORTH | FRISCO | AUSTIN | LAS VEGAS

PELTONLAND.COM



OPINION OF PROBABLE COST
Hurricane Creek Phase 1B & 2
City of Anna & Anna ETJ, Collin County, Texas

340 TOTAL LOTS
69.1 SINGLE FAMILY ACRES (NET)

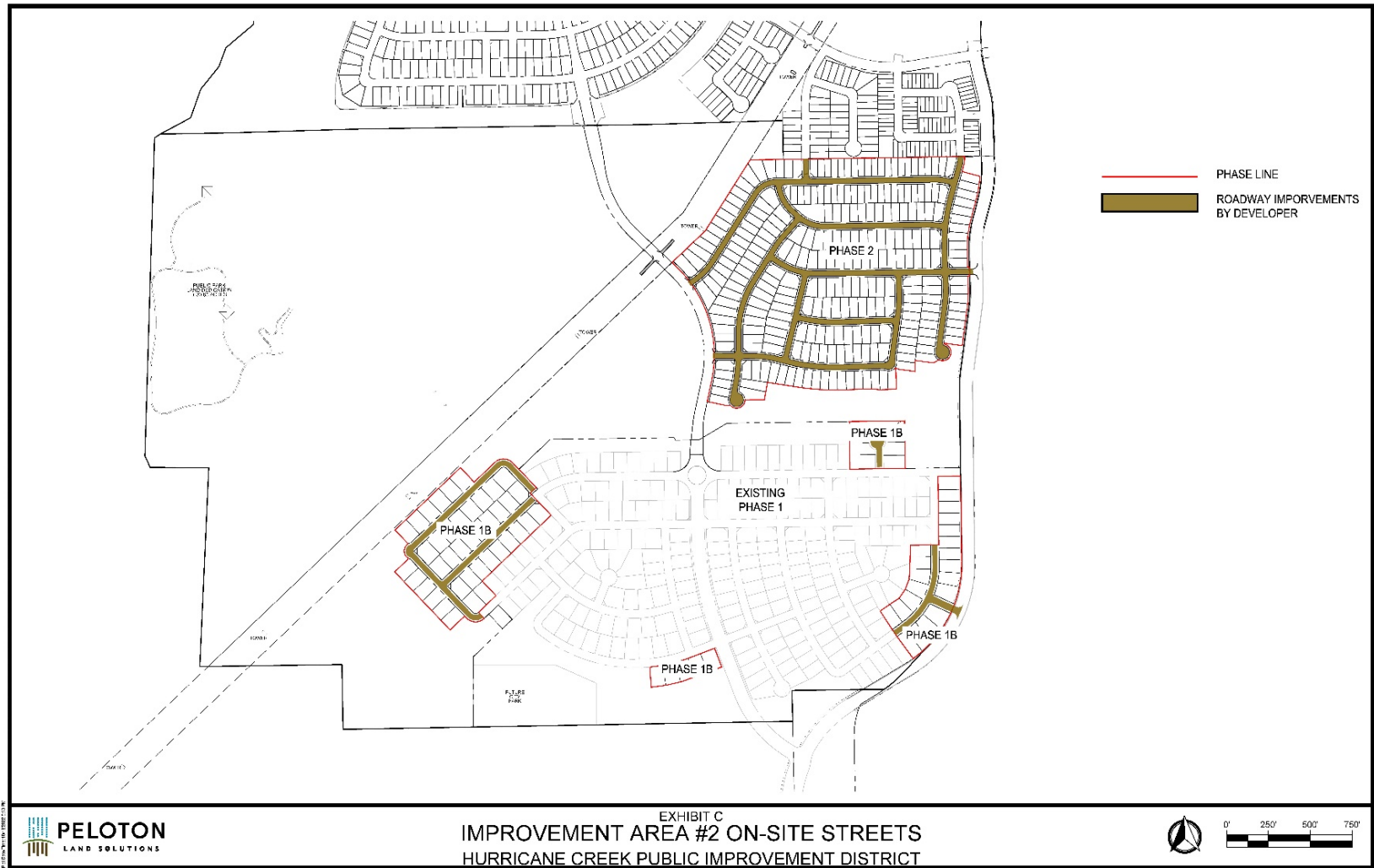
CEN18001
Prepared For: MM Anna 325, LLC
Date: October 26, 2022
File Name: CEN13023.01B QTO
Prepared by: MPP/AHB
Checked by: MPP

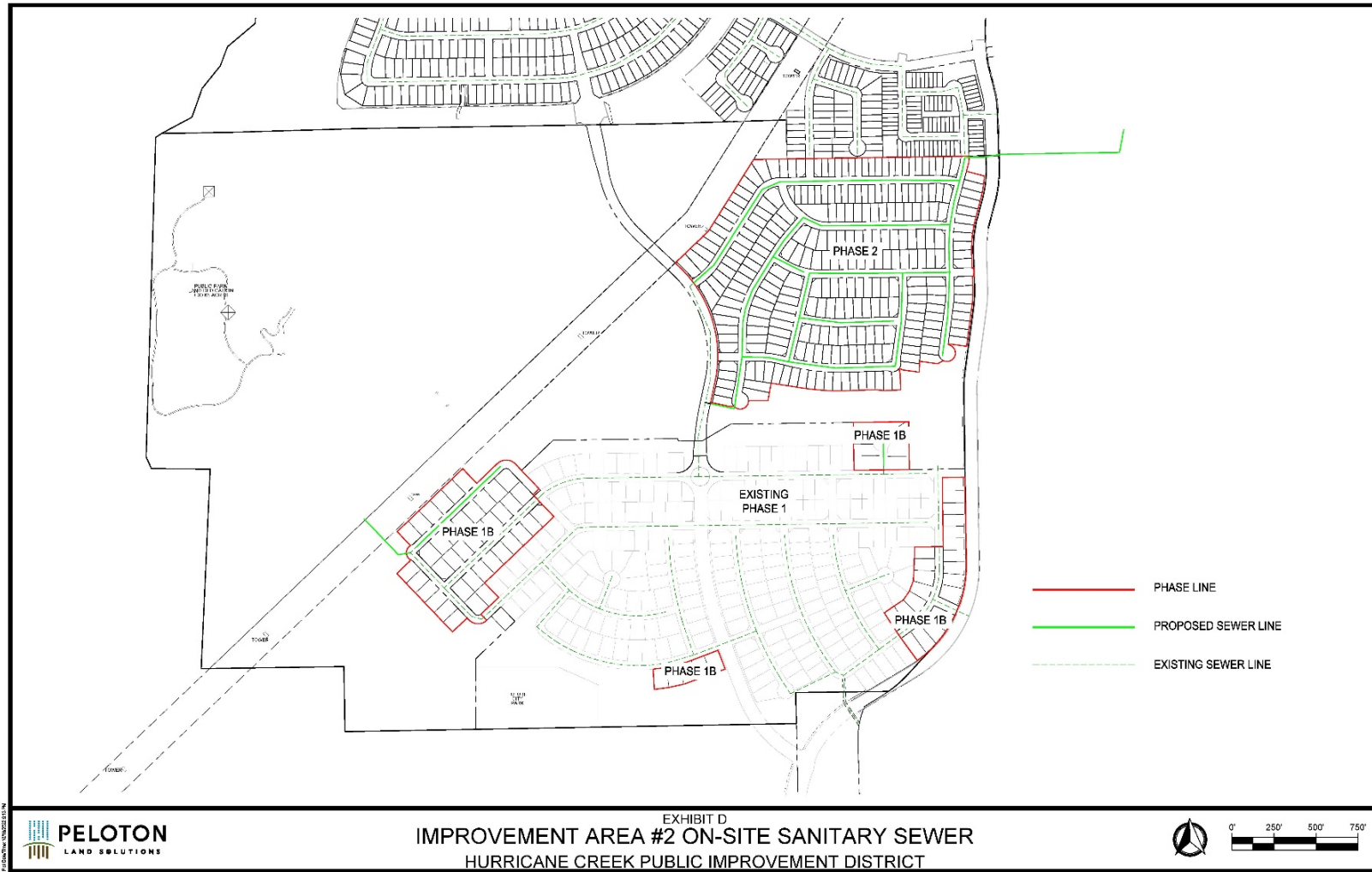
CONSTRUCTION COSTS							
SUMMARY	Direct Costs			Private Costs			Total Costs
DESCRIPTION	Phase 1B	Phase 2	Total	Phase 1B	Phase 2	Total	
1 - Earthwork	\$0	\$213,439	\$213,439	\$27,200	\$396,388	\$423,588	\$637,027
2 - Retaining Walls	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3 - Water	\$230,788	\$870,461	\$1,101,249	\$0	\$0	\$0	\$1,101,249
4 - Sanitary Sewer	\$171,918	\$1,051,640	\$1,223,558	\$0	\$0	\$0	\$1,223,558
5 - Storm	\$144,330	\$632,664	\$776,994	\$0	\$0	\$0	\$776,994
6 - Paving	\$641,553	\$1,691,061	\$2,332,614	\$0	\$0	\$0	\$2,332,614
7 - Street Lights & Signs	\$12,182	\$9,335	\$21,517	\$0	\$0	\$0	\$21,517
8 - Screen Walls & Entry Monument	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9 - Landscaping & Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10 - Amenities	-	-	\$0	-	-	\$0	\$0
11 - District Legal/Financial Consulting	\$90,000	\$360,000	\$450,000			\$0	\$450,000
12- Contingency	\$140,000	\$560,000	\$700,000			\$0	\$700,000
TOTAL CONSTRUCTION COSTS	\$1,430,772	\$5,388,599	\$6,819,371	\$27,200	\$396,388	\$423,588	\$7,242,959

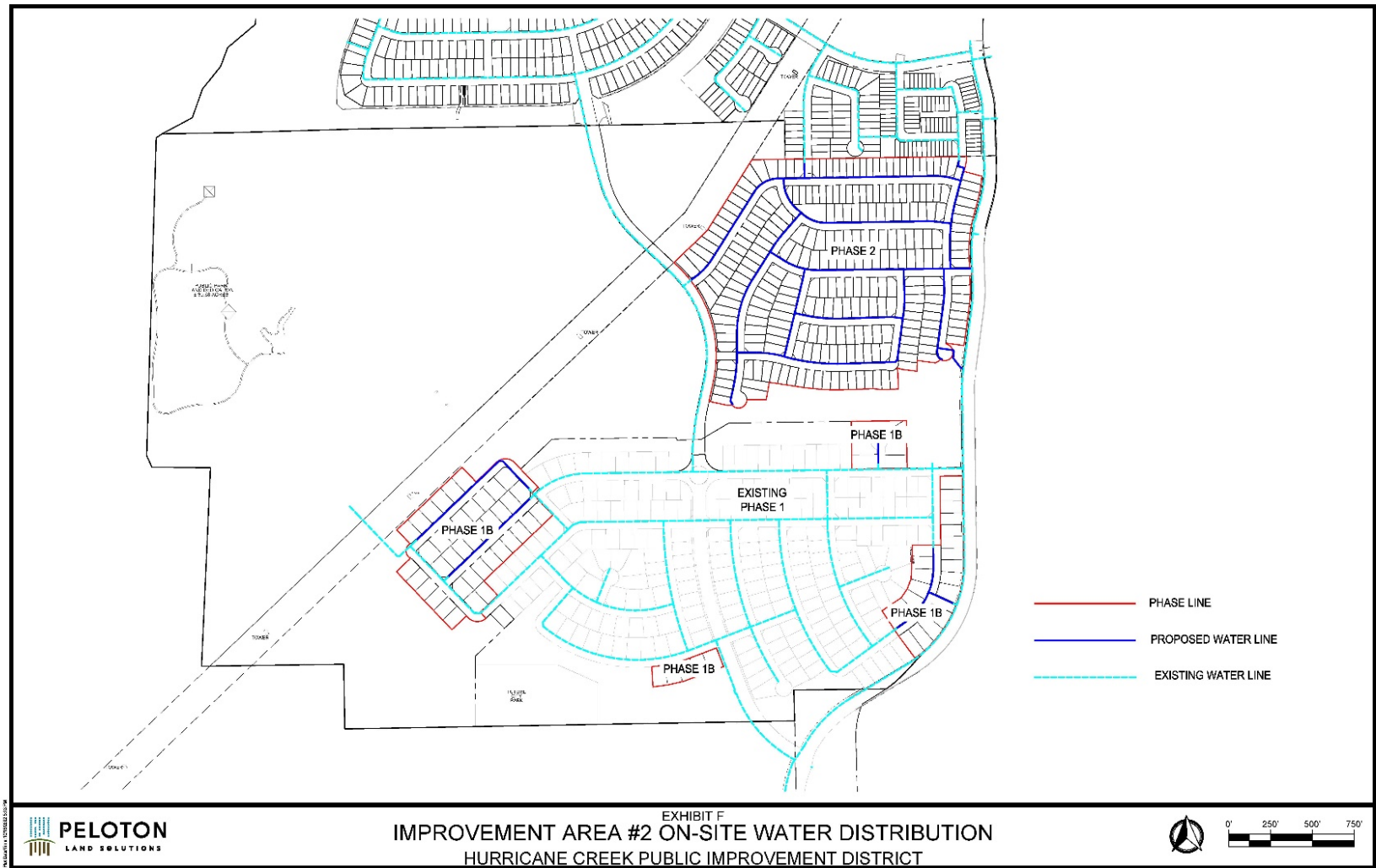
MISCELLANEOUS COSTS									
DESCRIPTION	QTY	UNIT			Total			Total	TOTAL
Entitlements, Dev Agmt, District Creation	1	LOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eng & Surveying (Ph. 1 is per contract)	1	LS	\$580,725	\$535,112	\$1,115,837	\$64,525	\$47,567	\$112,092	\$1,227,928
LOMR (Assumes 2 required)	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA LOMR Fees (Assumes 2 required)	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SWPPP (plan preparation & inspections)	1	LS	\$6,000	\$6,000	\$12,000	\$6,000	\$6,000	\$12,000	\$24,000
Preliminary Platting Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Platting Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$23,770	\$84,920	\$108,690	\$0	\$0	\$0	\$108,690
Engineering Review Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inspection Fee	4%	%	\$48,030	\$215,540	\$263,570	\$1,090	\$15,860	\$16,950	\$280,520
Geotechnical Testing (10% of Earthwork)	10%	%	\$0	\$21,340	\$21,340	\$2,720	\$39,640	\$42,360	\$63,700
TOTAL MISC. COSTS			\$658,525	\$862,912	\$1,521,437	\$74,335	\$109,067	\$183,402	\$1,704,838

SUMMARY									
Construction Costs			\$1,430,772	\$5,388,599	\$6,819,371	\$27,200	\$396,388	\$423,588	\$7,242,959
Miscellaneous Costs			\$658,525	\$862,912	\$1,521,437	\$74,335	\$109,067	\$183,402	\$1,704,838
NET PROJECT COSTS			\$2,089,300	\$6,251,510	\$8,340,808	\$101,540	\$505,450	\$606,989	\$8,947,800

Per Acre: \$129,491
Per Lot: \$26,317







APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
 - Lot Type 1
 - Lot Type 2
 - Lot Type 2821988
- Major Improvement Area
 - Major Improvement Area Initial Parcel
- Improvement Area #2
 - Improvement Area #2 Initial Parcel
 - Lot Type 3
 - Lot Type 4
 - Lot Type 5
 - Lot Type 6
 - Lot Type 7

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,990.86

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installment Due January 31,	Principal	Interest ^[a]	Annual Collection	Additional Interest	Total Annual Installment ^{[b],[c]}
2023	\$ 497.76	\$ 1,982.92	\$ 254.88	\$ 154.95	\$ 2,890.51
2024	\$ 541.04	\$ 1,954.30	\$ 259.97	\$ 152.47	\$ 2,907.78
2025	\$ 562.68	\$ 1,923.19	\$ 265.17	\$ 149.76	\$ 2,900.80
2026	\$ 584.32	\$ 1,890.83	\$ 270.48	\$ 146.95	\$ 2,892.58
2027	\$ 627.61	\$ 1,857.23	\$ 275.89	\$ 144.03	\$ 2,904.75
2028	\$ 670.89	\$ 1,821.15	\$ 281.40	\$ 140.89	\$ 2,914.33
2029	\$ 714.17	\$ 1,782.57	\$ 287.03	\$ 137.53	\$ 2,921.31
2030	\$ 735.82	\$ 1,741.50	\$ 292.77	\$ 133.96	\$ 2,904.06
2031	\$ 800.74	\$ 1,693.68	\$ 298.63	\$ 130.28	\$ 2,923.33
2032	\$ 844.02	\$ 1,641.63	\$ 304.60	\$ 126.28	\$ 2,916.53
2033	\$ 908.95	\$ 1,586.77	\$ 310.69	\$ 122.06	\$ 2,928.47
2034	\$ 952.23	\$ 1,527.69	\$ 316.91	\$ 117.51	\$ 2,914.34
2035	\$ 1,017.16	\$ 1,465.79	\$ 323.24	\$ 112.75	\$ 2,918.95
2036	\$ 1,082.08	\$ 1,399.67	\$ 329.71	\$ 107.67	\$ 2,919.13
2037	\$ 1,168.65	\$ 1,329.34	\$ 336.30	\$ 102.26	\$ 2,936.55
2038	\$ 1,233.57	\$ 1,253.38	\$ 343.03	\$ 96.41	\$ 2,926.39
2039	\$ 1,320.14	\$ 1,173.19	\$ 349.89	\$ 90.25	\$ 2,933.47
2040	\$ 1,406.71	\$ 1,087.39	\$ 356.89	\$ 83.65	\$ 2,934.63
2041	\$ 1,514.92	\$ 995.95	\$ 364.03	\$ 76.61	\$ 2,951.50
2042	\$ 1,601.48	\$ 897.48	\$ 371.31	\$ 69.04	\$ 2,939.31
2043	\$ 1,709.69	\$ 793.38	\$ 378.73	\$ 61.03	\$ 2,942.84
2044	\$ 1,839.54	\$ 682.25	\$ 386.31	\$ 52.48	\$ 2,960.58
2045	\$ 1,947.75	\$ 562.68	\$ 394.03	\$ 43.28	\$ 2,947.75
2046	\$ 2,099.24	\$ 436.08	\$ 401.91	\$ 33.54	\$ 2,970.78
2047	\$ 2,229.09	\$ 299.63	\$ 409.95	\$ 23.05	\$ 2,961.72
2048	\$ 2,380.58	\$ 154.74	\$ 418.15	\$ 11.90	\$ 2,965.37
Total	\$ 30,990.86	\$ 33,934.40	\$ 8,581.90	\$ 2,620.59	\$ 76,127.76

Footnotes :

[a] Interest is calculated at a 6.46% rate.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$35,432.55

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due January 31,	Principal	Interest ^[a]	Annual Collection	Additional Interest	Total Annual Installment ^{[b],[c]}
2023	\$ 569.10	\$ 2,267.11	\$ 291.41	\$ 177.16	\$ 3,304.78
2024	\$ 618.59	\$ 2,234.39	\$ 297.23	\$ 174.32	\$ 3,324.53
2025	\$ 643.33	\$ 2,198.82	\$ 303.18	\$ 171.22	\$ 3,316.55
2026	\$ 668.07	\$ 2,161.83	\$ 309.24	\$ 168.01	\$ 3,307.15
2027	\$ 717.56	\$ 2,123.42	\$ 315.43	\$ 164.67	\$ 3,321.07
2028	\$ 767.05	\$ 2,082.16	\$ 321.74	\$ 161.08	\$ 3,332.02
2029	\$ 816.53	\$ 2,038.05	\$ 328.17	\$ 157.24	\$ 3,340.00
2030	\$ 841.28	\$ 1,991.10	\$ 334.73	\$ 153.16	\$ 3,320.27
2031	\$ 915.51	\$ 1,936.42	\$ 341.43	\$ 148.96	\$ 3,342.31
2032	\$ 964.99	\$ 1,876.91	\$ 348.26	\$ 144.38	\$ 3,334.54
2033	\$ 1,039.22	\$ 1,814.19	\$ 355.22	\$ 139.55	\$ 3,348.18
2034	\$ 1,088.71	\$ 1,746.64	\$ 362.33	\$ 134.36	\$ 3,332.03
2035	\$ 1,162.94	\$ 1,675.87	\$ 369.57	\$ 128.91	\$ 3,337.30
2036	\$ 1,237.17	\$ 1,600.28	\$ 376.96	\$ 123.10	\$ 3,337.51
2037	\$ 1,336.14	\$ 1,519.86	\$ 384.50	\$ 116.91	\$ 3,357.42
2038	\$ 1,410.37	\$ 1,433.01	\$ 392.19	\$ 110.23	\$ 3,345.81
2039	\$ 1,509.35	\$ 1,341.34	\$ 400.04	\$ 103.18	\$ 3,353.90
2040	\$ 1,608.32	\$ 1,243.23	\$ 408.04	\$ 95.63	\$ 3,355.22
2041	\$ 1,732.04	\$ 1,138.69	\$ 416.20	\$ 87.59	\$ 3,374.52
2042	\$ 1,831.01	\$ 1,026.11	\$ 424.52	\$ 78.93	\$ 3,360.57
2043	\$ 1,954.73	\$ 907.09	\$ 433.01	\$ 69.78	\$ 3,364.61
2044	\$ 2,103.19	\$ 780.04	\$ 441.67	\$ 60.00	\$ 3,384.90
2045	\$ 2,226.91	\$ 643.33	\$ 450.51	\$ 49.49	\$ 3,370.23
2046	\$ 2,400.11	\$ 498.58	\$ 459.52	\$ 38.35	\$ 3,396.56
2047	\$ 2,548.57	\$ 342.57	\$ 468.71	\$ 26.35	\$ 3,386.20
2048	\$ 2,721.77	\$ 176.92	\$ 478.08	\$ 13.61	\$ 3,390.38
Total	\$ 35,432.55	\$ 38,797.96	\$ 9,811.88	\$ 2,996.18	\$ 87,038.58

Footnotes:

[a] Interest is calculated at a 6.46% rate.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT
TYPE 2821998**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2821998 PRINCIPAL ASSESSMENT: \$27,324.41

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 2821988

Annual Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^{[b],[c]}
2023	\$ 438.87	\$ 1,748.32	\$ 224.72	\$ 136.62	\$ 2,548.54
2024	\$ 477.03	\$ 1,723.09	\$ 229.22	\$ 134.43	\$ 2,563.76
2025	\$ 496.11	\$ 1,695.66	\$ 233.80	\$ 132.04	\$ 2,557.62
2026	\$ 515.19	\$ 1,667.13	\$ 238.48	\$ 129.56	\$ 2,550.37
2027	\$ 553.36	\$ 1,637.51	\$ 243.25	\$ 126.99	\$ 2,561.10
2028	\$ 591.52	\$ 1,605.69	\$ 248.11	\$ 124.22	\$ 2,569.54
2029	\$ 629.68	\$ 1,571.68	\$ 253.07	\$ 121.26	\$ 2,575.70
2030	\$ 648.76	\$ 1,535.47	\$ 258.14	\$ 118.11	\$ 2,560.48
2031	\$ 706.01	\$ 1,493.30	\$ 263.30	\$ 114.87	\$ 2,577.48
2032	\$ 744.17	\$ 1,447.41	\$ 268.56	\$ 111.34	\$ 2,571.48
2033	\$ 801.41	\$ 1,399.04	\$ 273.94	\$ 107.62	\$ 2,582.01
2034	\$ 839.58	\$ 1,346.95	\$ 279.41	\$ 103.61	\$ 2,569.55
2035	\$ 896.82	\$ 1,292.38	\$ 285.00	\$ 99.41	\$ 2,573.61
2036	\$ 954.06	\$ 1,234.08	\$ 290.70	\$ 94.93	\$ 2,573.78
2037	\$ 1,030.39	\$ 1,172.07	\$ 296.52	\$ 90.16	\$ 2,589.13
2038	\$ 1,087.63	\$ 1,105.09	\$ 302.45	\$ 85.01	\$ 2,580.18
2039	\$ 1,163.96	\$ 1,034.40	\$ 308.50	\$ 79.57	\$ 2,586.42
2040	\$ 1,240.28	\$ 958.74	\$ 314.67	\$ 73.75	\$ 2,587.44
2041	\$ 1,335.69	\$ 878.12	\$ 320.96	\$ 67.55	\$ 2,602.32
2042	\$ 1,412.02	\$ 791.30	\$ 327.38	\$ 60.87	\$ 2,591.56
2043	\$ 1,507.42	\$ 699.52	\$ 333.93	\$ 53.81	\$ 2,594.68
2044	\$ 1,621.91	\$ 601.54	\$ 340.60	\$ 46.27	\$ 2,610.32
2045	\$ 1,717.32	\$ 496.11	\$ 347.42	\$ 38.16	\$ 2,599.01
2046	\$ 1,850.89	\$ 384.49	\$ 354.36	\$ 29.58	\$ 2,619.31
2047	\$ 1,965.37	\$ 264.18	\$ 361.45	\$ 20.32	\$ 2,611.33
2048	\$ 2,098.94	\$ 136.43	\$ 368.68	\$ 10.49	\$ 2,614.55
Total	\$ 27,324.41	\$ 29,919.70	\$ 7,566.60	\$ 2,310.55	\$ 67,121.26

Footnotes:

[a] Interest is calculated at a 6.46% rate.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] The projected Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of \$1,151 for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT – MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$3,480,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Annual Installment Due January 31,	Principal	Interest ^[b]	Annual Collection Costs	Additional Interest	Reserve Fund	Total Annual Installment ^[a]
2023	\$ 60,000.00	\$ 231,300.00	\$ 22,027.63	\$ 17,400.00	\$ -	\$ 330,727.63
2024	\$ 60,000.00	\$ 227,700.00	\$ 22,468.18	\$ 17,100.00	\$ -	\$ 327,268.18
2025	\$ 65,000.00	\$ 224,100.00	\$ 22,917.55	\$ 16,800.00	\$ -	\$ 328,817.55
2026	\$ 70,000.00	\$ 220,200.00	\$ 23,375.90	\$ 16,475.00	\$ -	\$ 330,050.90
2027	\$ 70,000.00	\$ 216,000.00	\$ 23,843.42	\$ 16,125.00	\$ -	\$ 325,968.42
2028	\$ 75,000.00	\$ 211,800.00	\$ 24,320.28	\$ 15,775.00	\$ -	\$ 326,895.28
2029	\$ 80,000.00	\$ 207,300.00	\$ 24,806.69	\$ 15,400.00	\$ -	\$ 327,506.69
2030	\$ 85,000.00	\$ 202,500.00	\$ 25,302.82	\$ 15,000.00	\$ -	\$ 327,802.82
2031	\$ 90,000.00	\$ 196,762.50	\$ 25,808.88	\$ 14,575.00	\$ -	\$ 327,146.38
2032	\$ 95,000.00	\$ 190,687.50	\$ 26,325.06	\$ 14,125.00	\$ -	\$ 326,137.56
2033	\$ 100,000.00	\$ 184,275.00	\$ 26,851.56	\$ 13,650.00	\$ -	\$ 324,776.56
2034	\$ 105,000.00	\$ 177,525.00	\$ 27,388.59	\$ 13,150.00	\$ -	\$ 323,063.59
2035	\$ 115,000.00	\$ 170,437.50	\$ 27,936.36	\$ 12,625.00	\$ -	\$ 325,998.86
2036	\$ 120,000.00	\$ 162,675.00	\$ 28,495.09	\$ 12,050.00	\$ -	\$ 323,220.09
2037	\$ 130,000.00	\$ 154,575.00	\$ 29,064.99	\$ 11,450.00	\$ -	\$ 325,089.99
2038	\$ 140,000.00	\$ 145,800.00	\$ 29,646.29	\$ 10,800.00	\$ -	\$ 326,246.29
2039	\$ 150,000.00	\$ 136,350.00	\$ 30,239.22	\$ 10,100.00	\$ -	\$ 326,689.22
2040	\$ 155,000.00	\$ 126,225.00	\$ 30,844.00	\$ 9,350.00	\$ -	\$ 321,419.00
2041	\$ 170,000.00	\$ 115,762.50	\$ 31,460.88	\$ 8,575.00	\$ -	\$ 325,798.38
2042	\$ 180,000.00	\$ 104,287.50	\$ 32,090.10	\$ 7,725.00	\$ -	\$ 324,102.60
2043	\$ 190,000.00	\$ 92,137.50	\$ 32,731.90	\$ 6,825.00	\$ -	\$ 321,694.40
2044	\$ 205,000.00	\$ 79,312.50	\$ 33,386.54	\$ 5,875.00	\$ -	\$ 323,574.04
2045	\$ 220,000.00	\$ 65,475.00	\$ 34,054.27	\$ 4,850.00	\$ -	\$ 324,379.27
2046	\$ 235,000.00	\$ 50,625.00	\$ 34,735.35	\$ 3,750.00	\$ -	\$ 324,110.35
2047	\$ 250,000.00	\$ 34,762.50	\$ 35,430.06	\$ 2,575.00	\$ -	\$ 322,767.56
2048	\$ 265,000.00	\$ 17,887.50	\$ 36,138.66	\$ 1,325.00	\$ (291,300.00)	\$ 29,051.16
Total	\$ 3,480,000.00	\$ 3,946,462.50	\$ 741,690.25	\$ 293,450.00	\$ (291,300.00)	\$ 8,170,302.75

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest is calculated at a 6.71% rate.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2

INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$12,097,718.21**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond				Total Annual Collection Costs	Total Annual Installment ^[a]
	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^[c]	Additional Interest	Reserve Fund		
2023	\$ -	\$ 618,000.00	\$ (618,000.00)	\$ 51,500.00	\$ -	\$ 30,995.14	\$ 119,486.27	\$ 8,988.59	\$ -	\$ 51,379.16	\$ 262,349.16
2024	\$ 140,000.00	\$ 618,000.00	\$ -	\$ 51,500.00	\$ -	\$ 30,995.14	\$ 117,626.56	\$ 8,833.62	\$ -	\$ 52,406.74	\$ 1,019,362.06
2025	\$ 150,000.00	\$ 609,600.00	\$ -	\$ 50,800.00	\$ -	\$ 33,578.07	\$ 115,766.85	\$ 8,678.64	\$ -	\$ 53,454.88	\$ 1,021,878.44
2026	\$ 160,000.00	\$ 600,600.00	\$ -	\$ 50,050.00	\$ -	\$ 36,161.00	\$ 113,752.17	\$ 8,510.75	\$ -	\$ 54,523.97	\$ 1,023,597.89
2027	\$ 165,000.00	\$ 591,000.00	\$ -	\$ 49,250.00	\$ -	\$ 36,161.00	\$ 111,582.51	\$ 8,329.94	\$ -	\$ 55,614.45	\$ 1,016,937.91
2028	\$ 175,000.00	\$ 581,100.00	\$ -	\$ 48,425.00	\$ -	\$ 38,743.93	\$ 109,412.85	\$ 8,149.14	\$ -	\$ 56,726.74	\$ 1,017,557.66
2029	\$ 185,000.00	\$ 570,600.00	\$ -	\$ 47,550.00	\$ -	\$ 41,326.86	\$ 107,088.21	\$ 7,955.42	\$ -	\$ 57,861.28	\$ 1,017,381.77
2030	\$ 200,000.00	\$ 559,500.00	\$ -	\$ 46,625.00	\$ -	\$ 43,909.78	\$ 104,608.60	\$ 7,748.79	\$ -	\$ 59,018.50	\$ 1,021,410.68
2031	\$ 210,000.00	\$ 547,500.00	\$ -	\$ 45,625.00	\$ -	\$ 46,492.71	\$ 101,644.69	\$ 7,529.24	\$ -	\$ 60,198.87	\$ 1,018,990.51
2032	\$ 225,000.00	\$ 534,900.00	\$ -	\$ 44,575.00	\$ -	\$ 49,075.64	\$ 98,506.43	\$ 7,296.77	\$ -	\$ 61,402.85	\$ 1,020,756.70
2033	\$ 235,000.00	\$ 521,400.00	\$ -	\$ 43,450.00	\$ -	\$ 51,658.57	\$ 95,193.83	\$ 7,051.39	\$ -	\$ 62,630.91	\$ 1,016,384.70
2034	\$ 250,000.00	\$ 507,300.00	\$ -	\$ 42,275.00	\$ -	\$ 54,241.50	\$ 91,706.88	\$ 6,793.10	\$ -	\$ 63,883.53	\$ 1,016,200.00
2035	\$ 265,000.00	\$ 492,300.00	\$ -	\$ 41,025.00	\$ -	\$ 59,407.35	\$ 88,045.57	\$ 6,521.89	\$ -	\$ 65,161.20	\$ 1,017,461.02
2036	\$ 280,000.00	\$ 476,400.00	\$ -	\$ 39,700.00	\$ -	\$ 61,990.28	\$ 84,035.58	\$ 6,224.86	\$ -	\$ 66,464.42	\$ 1,014,815.14
2037	\$ 300,000.00	\$ 459,600.00	\$ -	\$ 38,300.00	\$ -	\$ 67,156.14	\$ 79,851.23	\$ 5,914.91	\$ -	\$ 67,793.71	\$ 1,018,615.99
2038	\$ 315,000.00	\$ 441,600.00	\$ -	\$ 36,800.00	\$ -	\$ 72,322.00	\$ 75,318.19	\$ 5,579.13	\$ -	\$ 69,149.58	\$ 1,015,768.90
2039	\$ 335,000.00	\$ 422,700.00	\$ -	\$ 35,225.00	\$ -	\$ 77,487.85	\$ 70,436.46	\$ 5,217.52	\$ -	\$ 70,532.57	\$ 1,016,599.40
2040	\$ 355,000.00	\$ 402,600.00	\$ -	\$ 33,550.00	\$ -	\$ 80,070.78	\$ 65,206.03	\$ 4,830.08	\$ -	\$ 71,943.23	\$ 1,013,200.11
2041	\$ 375,000.00	\$ 381,300.00	\$ -	\$ 31,775.00	\$ -	\$ 87,819.57	\$ 59,801.25	\$ 4,429.72	\$ -	\$ 73,382.09	\$ 1,013,507.63
2042	\$ 400,000.00	\$ 358,800.00	\$ -	\$ 29,900.00	\$ -	\$ 92,985.42	\$ 53,873.43	\$ 3,990.62	\$ -	\$ 74,849.73	\$ 1,014,399.21
2043	\$ 425,000.00	\$ 334,800.00	\$ -	\$ 27,900.00	\$ -	\$ 98,151.28	\$ 47,596.91	\$ 3,525.70	\$ -	\$ 76,346.73	\$ 1,013,320.62
2044	\$ 450,000.00	\$ 309,300.00	\$ -	\$ 25,775.00	\$ -	\$ 105,900.07	\$ 40,971.70	\$ 3,034.94	\$ -	\$ 77,873.66	\$ 1,012,855.37
2045	\$ 475,000.00	\$ 282,300.00	\$ -	\$ 23,525.00	\$ -	\$ 113,648.85	\$ 33,823.45	\$ 2,505.44	\$ -	\$ 79,431.13	\$ 1,010,233.88
2046	\$ 505,000.00	\$ 253,800.00	\$ -	\$ 21,150.00	\$ -	\$ 121,397.64	\$ 26,152.15	\$ 1,937.20	\$ -	\$ 81,019.76	\$ 1,010,456.74
2047	\$ 535,000.00	\$ 223,500.00	\$ -	\$ 18,625.00	\$ -	\$ 129,146.42	\$ 17,957.81	\$ 1,330.21	\$ -	\$ 82,640.15	\$ 1,008,199.59
2048	\$ 565,000.00	\$ 191,400.00	\$ -	\$ 15,950.00	\$ -	\$ 136,895.21	\$ 9,240.43	\$ 684.48	\$ (150,481.41)	\$ 84,292.96	\$ 852,981.65
2049	\$ 600,000.00	\$ 157,500.00	\$ -	\$ 13,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,936.72	\$ 837,561.72
2050	\$ 635,000.00	\$ 121,500.00	\$ -	\$ 10,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,275.46	\$ 834,900.46
2051	\$ 675,000.00	\$ 83,400.00	\$ -	\$ 6,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,640.97	\$ 834,990.97
2052	\$ 715,000.00	\$ 42,900.00	\$ -	\$ 3,575.00	\$ (760,600.00)	\$ -	\$ -	\$ -	\$ -	\$ 71,033.79	\$ 71,908.79
Total	\$ 10,300,000.00	\$ 12,295,200.00	\$ (618,000.00)	\$ 1,024,600.00	\$ (760,600.00)	\$ 1,797,718.21	\$ 2,038,686.06	\$ 151,592.07	\$ (150,481.41)	\$ 2,005,869.74	\$ 28,084,584.68

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 3

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$29,425.29

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond					Total Annual	
	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^[c]	Additional Interest	Reserve Fund		Collection Costs	Total Annual Installment ^[a]
2023	\$ -	\$ 1,503.16	\$ (1,503.16)	\$ 125.26	\$ -	\$ 75.39	\$ 290.63	\$ 27.68	\$ -		\$ 119.15	\$ 638.11
2024	\$ 340.52	\$ 1,503.16	\$ -	\$ 125.26	\$ -	\$ 75.39	\$ 286.10	\$ 28.23	\$ -		\$ 120.72	\$ 2,479.40
2025	\$ 364.85	\$ 1,482.73	\$ -	\$ 123.56	\$ -	\$ 81.67	\$ 281.58	\$ 28.80	\$ -		\$ 122.33	\$ 2,485.52
2026	\$ 389.17	\$ 1,460.84	\$ -	\$ 121.74	\$ -	\$ 87.95	\$ 276.68	\$ 29.37	\$ -		\$ 123.95	\$ 2,489.70
2027	\$ 401.33	\$ 1,437.49	\$ -	\$ 119.79	\$ -	\$ 87.95	\$ 271.40	\$ 29.96	\$ -		\$ 125.57	\$ 2,473.50
2028	\$ 425.65	\$ 1,413.41	\$ -	\$ 117.78	\$ -	\$ 94.24	\$ 266.12	\$ 30.56	\$ -		\$ 127.24	\$ 2,475.01
2029	\$ 449.98	\$ 1,387.87	\$ -	\$ 115.66	\$ -	\$ 100.52	\$ 260.47	\$ 31.17	\$ -		\$ 128.92	\$ 2,474.58
2030	\$ 486.46	\$ 1,360.87	\$ -	\$ 113.41	\$ -	\$ 106.80	\$ 254.44	\$ 31.79	\$ -		\$ 130.61	\$ 2,484.38
2031	\$ 510.78	\$ 1,331.68	\$ -	\$ 110.97	\$ -	\$ 113.08	\$ 247.23	\$ 32.43	\$ -		\$ 132.31	\$ 2,478.49
2032	\$ 547.27	\$ 1,301.04	\$ -	\$ 108.42	\$ -	\$ 119.37	\$ 239.60	\$ 33.08	\$ -		\$ 134.02	\$ 2,482.79
2033	\$ 571.59	\$ 1,268.20	\$ -	\$ 105.68	\$ -	\$ 125.65	\$ 231.54	\$ 33.74	\$ -		\$ 135.75	\$ 2,472.15
2034	\$ 608.08	\$ 1,233.91	\$ -	\$ 102.83	\$ -	\$ 131.93	\$ 223.06	\$ 34.41	\$ -		\$ 137.49	\$ 2,471.70
2035	\$ 644.56	\$ 1,197.42	\$ -	\$ 99.79	\$ -	\$ 144.50	\$ 214.15	\$ 35.10	\$ -		\$ 139.25	\$ 2,474.77
2036	\$ 681.04	\$ 1,158.75	\$ -	\$ 96.56	\$ -	\$ 150.78	\$ 204.40	\$ 35.80	\$ -		\$ 141.00	\$ 2,468.34
2037	\$ 729.69	\$ 1,117.89	\$ -	\$ 93.16	\$ -	\$ 163.34	\$ 194.22	\$ 36.52	\$ -		\$ 142.76	\$ 2,477.58
2038	\$ 766.17	\$ 1,074.10	\$ -	\$ 89.51	\$ -	\$ 175.91	\$ 183.20	\$ 37.25	\$ -		\$ 144.51	\$ 2,470.66
2039	\$ 814.82	\$ 1,028.13	\$ -	\$ 85.68	\$ -	\$ 188.47	\$ 171.32	\$ 38.00	\$ -		\$ 146.25	\$ 2,472.68
2040	\$ 863.47	\$ 979.24	\$ -	\$ 81.60	\$ -	\$ 194.76	\$ 158.60	\$ 38.76	\$ -		\$ 147.98	\$ 2,464.41
2041	\$ 912.11	\$ 927.44	\$ -	\$ 77.29	\$ -	\$ 213.60	\$ 145.45	\$ 39.53	\$ -		\$ 149.73	\$ 2,465.16
2042	\$ 972.92	\$ 872.71	\$ -	\$ 72.73	\$ -	\$ 226.17	\$ 131.04	\$ 40.32	\$ -		\$ 151.44	\$ 2,467.32
2043	\$ 1,033.73	\$ 814.33	\$ -	\$ 67.86	\$ -	\$ 238.73	\$ 115.77	\$ 41.13	\$ -		\$ 153.15	\$ 2,464.70
2044	\$ 1,094.54	\$ 752.31	\$ -	\$ 62.69	\$ -	\$ 257.58	\$ 99.66	\$ 41.95	\$ -		\$ 154.84	\$ 2,463.57
2045	\$ 1,155.34	\$ 686.64	\$ -	\$ 57.22	\$ -	\$ 276.43	\$ 82.27	\$ 42.79	\$ -		\$ 156.51	\$ 2,457.19
2046	\$ 1,228.31	\$ 617.32	\$ -	\$ 51.44	\$ -	\$ 295.28	\$ 63.61	\$ 43.64	\$ -		\$ 158.13	\$ 2,457.73
2047	\$ 1,301.28	\$ 543.62	\$ -	\$ 45.30	\$ -	\$ 314.12	\$ 43.68	\$ 44.52	\$ -		\$ 159.72	\$ 2,452.24
2048	\$ 1,374.25	\$ 465.54	\$ -	\$ 38.80	\$ -	\$ 332.97	\$ 22.48	\$ 45.41	\$ (366.02)		\$ 161.28	\$ 2,074.71
2049	\$ 1,459.38	\$ 383.09	\$ -	\$ 31.92	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 162.81	\$ 2,037.20
2050	\$ 1,544.51	\$ 295.52	\$ -	\$ 24.63	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 166.07	\$ 2,030.73
2051	\$ 1,641.80	\$ 202.85	\$ -	\$ 16.90	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 169.39	\$ 2,030.95
2052	\$ 1,739.10	\$ 104.35	\$ -	\$ 8.70	\$ (1,850.01)	\$ -	\$ -	\$ -	\$ -		\$ 172.78	\$ 174.90
Total	\$ 25,052.70	\$ 29,905.63	\$ (1,503.16)	\$ 2,492.14	\$ (1,850.01)	\$ 4,372.59	\$ 4,958.70	\$ 931.93	\$ (366.02)		\$ 4,315.67	\$ 68,310.16

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 4

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$33,348.66

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond					Total Annual	
	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^[c]	Additional Interest	Reserve Fund		Collection Costs	Total Annual Installment ^[a]
2023	\$ -	\$ 1,703.58	\$ (1,703.58)	\$ 141.97	\$ -	\$ 85.44	\$ 329.38	\$ 31.37	\$ -	\$	\$ 135.04	\$ 723.19
2024	\$ 385.93	\$ 1,703.58	\$ -	\$ 141.97	\$ -	\$ 85.44	\$ 324.25	\$ 32.00	\$ -	\$	\$ 136.82	\$ 2,809.98
2025	\$ 413.49	\$ 1,680.43	\$ -	\$ 140.04	\$ -	\$ 92.56	\$ 319.12	\$ 32.64	\$ -	\$	\$ 138.64	\$ 2,816.92
2026	\$ 441.06	\$ 1,655.62	\$ -	\$ 137.97	\$ -	\$ 99.68	\$ 313.57	\$ 33.29	\$ -	\$	\$ 140.47	\$ 2,821.66
2027	\$ 454.84	\$ 1,629.16	\$ -	\$ 135.76	\$ -	\$ 99.68	\$ 307.59	\$ 33.95	\$ -	\$	\$ 142.32	\$ 2,803.30
2028	\$ 482.41	\$ 1,601.86	\$ -	\$ 133.49	\$ -	\$ 106.80	\$ 301.61	\$ 34.63	\$ -	\$	\$ 144.20	\$ 2,805.01
2029	\$ 509.97	\$ 1,572.92	\$ -	\$ 131.08	\$ -	\$ 113.92	\$ 295.20	\$ 35.33	\$ -	\$	\$ 146.11	\$ 2,804.52
2030	\$ 551.32	\$ 1,542.32	\$ -	\$ 128.53	\$ -	\$ 121.04	\$ 288.36	\$ 36.03	\$ -	\$	\$ 148.02	\$ 2,815.63
2031	\$ 578.89	\$ 1,509.24	\$ -	\$ 125.77	\$ -	\$ 128.16	\$ 280.19	\$ 36.75	\$ -	\$	\$ 149.95	\$ 2,808.96
2032	\$ 620.24	\$ 1,474.51	\$ -	\$ 122.88	\$ -	\$ 135.28	\$ 271.54	\$ 37.49	\$ -	\$	\$ 151.89	\$ 2,813.83
2033	\$ 647.80	\$ 1,437.30	\$ -	\$ 119.77	\$ -	\$ 142.40	\$ 262.41	\$ 38.24	\$ -	\$	\$ 153.85	\$ 2,801.77
2034	\$ 689.15	\$ 1,398.43	\$ -	\$ 116.54	\$ -	\$ 149.52	\$ 252.80	\$ 39.00	\$ -	\$	\$ 155.83	\$ 2,801.26
2035	\$ 730.50	\$ 1,357.08	\$ -	\$ 113.09	\$ -	\$ 163.76	\$ 242.71	\$ 39.78	\$ -	\$	\$ 157.82	\$ 2,804.74
2036	\$ 771.85	\$ 1,313.25	\$ -	\$ 109.44	\$ -	\$ 170.88	\$ 231.65	\$ 40.58	\$ -	\$	\$ 159.80	\$ 2,797.45
2037	\$ 826.98	\$ 1,266.94	\$ -	\$ 105.58	\$ -	\$ 185.12	\$ 220.12	\$ 41.39	\$ -	\$	\$ 161.80	\$ 2,807.92
2038	\$ 868.33	\$ 1,217.32	\$ -	\$ 101.44	\$ -	\$ 199.36	\$ 207.62	\$ 42.22	\$ -	\$	\$ 163.78	\$ 2,800.08
2039	\$ 923.46	\$ 1,165.22	\$ -	\$ 97.10	\$ -	\$ 213.60	\$ 194.17	\$ 43.06	\$ -	\$	\$ 165.75	\$ 2,802.37
2040	\$ 978.60	\$ 1,109.81	\$ -	\$ 92.48	\$ -	\$ 220.72	\$ 179.75	\$ 43.92	\$ -	\$	\$ 167.71	\$ 2,793.00
2041	\$ 1,033.73	\$ 1,051.09	\$ -	\$ 87.59	\$ -	\$ 242.08	\$ 164.85	\$ 44.80	\$ -	\$	\$ 169.70	\$ 2,793.84
2042	\$ 1,102.64	\$ 989.07	\$ -	\$ 82.42	\$ -	\$ 256.32	\$ 148.51	\$ 45.70	\$ -	\$	\$ 171.63	\$ 2,796.30
2043	\$ 1,171.56	\$ 922.91	\$ -	\$ 76.91	\$ -	\$ 270.56	\$ 131.21	\$ 46.61	\$ -	\$	\$ 173.57	\$ 2,793.33
2044	\$ 1,240.47	\$ 852.62	\$ -	\$ 71.05	\$ -	\$ 291.92	\$ 112.94	\$ 47.54	\$ -	\$	\$ 175.49	\$ 2,792.04
2045	\$ 1,309.39	\$ 778.19	\$ -	\$ 64.85	\$ -	\$ 313.29	\$ 93.24	\$ 48.49	\$ -	\$	\$ 177.37	\$ 2,784.82
2046	\$ 1,392.09	\$ 699.63	\$ -	\$ 58.30	\$ -	\$ 334.65	\$ 72.09	\$ 49.46	\$ -	\$	\$ 179.22	\$ 2,785.43
2047	\$ 1,474.79	\$ 616.10	\$ -	\$ 51.34	\$ -	\$ 356.01	\$ 49.50	\$ 50.45	\$ -	\$	\$ 181.02	\$ 2,779.21
2048	\$ 1,557.48	\$ 527.61	\$ -	\$ 43.97	\$ -	\$ 377.37	\$ 25.47	\$ 51.46	\$ (414.82)	\$	\$ 182.79	\$ 2,351.34
2049	\$ 1,653.96	\$ 434.17	\$ -	\$ 36.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ 184.52	\$ 2,308.83
2050	\$ 1,750.45	\$ 334.93	\$ -	\$ 27.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ 188.21	\$ 2,301.49
2051	\$ 1,860.71	\$ 229.90	\$ -	\$ 19.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ 191.97	\$ 2,301.74
2052	\$ 1,970.97	\$ 118.26	\$ -	\$ 9.85	\$ (2,096.68)	\$ -	\$ -	\$ -	\$ -	\$	\$ 195.81	\$ 198.22
Total	\$ 28,393.06	\$ 33,893.04	\$ (1,703.58)	\$ 2,824.42	\$ (2,096.68)	\$ 4,955.60	\$ 5,619.86	\$ 1,056.18	\$ (414.82)	\$	\$ 4,891.09	\$ 77,418.18

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 5

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$43,157.09

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond				Total Annual Collection Costs	Total Annual Installment ^[a]
	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^[c]	Additional Interest	Reserve Fund		
2023	\$ -	\$ 2,204.64	\$ (2,204.64)	\$ 183.72	\$ -	\$ 110.57	\$ 426.25	\$ 40.59	\$ -	\$ 174.76	\$ 935.90
2024	\$ 499.43	\$ 2,204.64	\$ -	\$ 183.72	\$ -	\$ 110.57	\$ 419.62	\$ 41.41	\$ -	\$ 177.06	\$ 3,636.45
2025	\$ 535.11	\$ 2,174.67	\$ -	\$ 181.22	\$ -	\$ 119.79	\$ 412.98	\$ 42.23	\$ -	\$ 179.42	\$ 3,645.42
2026	\$ 570.78	\$ 2,142.57	\$ -	\$ 178.55	\$ -	\$ 129.00	\$ 405.80	\$ 43.08	\$ -	\$ 181.79	\$ 3,651.56
2027	\$ 588.62	\$ 2,108.32	\$ -	\$ 175.69	\$ -	\$ 129.00	\$ 398.06	\$ 43.94	\$ -	\$ 184.17	\$ 3,627.80
2028	\$ 624.29	\$ 2,073.00	\$ -	\$ 172.75	\$ -	\$ 138.21	\$ 390.32	\$ 44.82	\$ -	\$ 186.62	\$ 3,630.01
2029	\$ 659.96	\$ 2,035.54	\$ -	\$ 169.63	\$ -	\$ 147.43	\$ 382.02	\$ 45.72	\$ -	\$ 189.08	\$ 3,629.38
2030	\$ 713.47	\$ 1,995.95	\$ -	\$ 166.33	\$ -	\$ 156.64	\$ 373.18	\$ 46.63	\$ -	\$ 191.55	\$ 3,643.75
2031	\$ 749.15	\$ 1,953.14	\$ -	\$ 162.76	\$ -	\$ 165.86	\$ 362.60	\$ 47.56	\$ -	\$ 194.05	\$ 3,635.12
2032	\$ 802.66	\$ 1,908.19	\$ -	\$ 159.02	\$ -	\$ 175.07	\$ 351.41	\$ 48.51	\$ -	\$ 196.56	\$ 3,641.42
2033	\$ 838.33	\$ 1,860.03	\$ -	\$ 155.00	\$ -	\$ 184.29	\$ 339.59	\$ 49.48	\$ -	\$ 199.10	\$ 3,625.83
2034	\$ 891.84	\$ 1,809.73	\$ -	\$ 150.81	\$ -	\$ 193.50	\$ 327.15	\$ 50.47	\$ -	\$ 201.66	\$ 3,625.17
2035	\$ 945.35	\$ 1,756.22	\$ -	\$ 146.35	\$ -	\$ 211.93	\$ 314.09	\$ 51.48	\$ -	\$ 204.24	\$ 3,629.66
2036	\$ 998.86	\$ 1,699.50	\$ -	\$ 141.62	\$ -	\$ 221.14	\$ 299.79	\$ 52.51	\$ -	\$ 206.80	\$ 3,620.23
2037	\$ 1,070.21	\$ 1,639.57	\$ -	\$ 136.63	\$ -	\$ 239.57	\$ 284.86	\$ 53.56	\$ -	\$ 209.38	\$ 3,633.78
2038	\$ 1,123.72	\$ 1,575.35	\$ -	\$ 131.28	\$ -	\$ 258.00	\$ 268.69	\$ 54.63	\$ -	\$ 211.95	\$ 3,623.63
2039	\$ 1,195.07	\$ 1,507.93	\$ -	\$ 125.66	\$ -	\$ 276.43	\$ 251.27	\$ 55.73	\$ -	\$ 214.50	\$ 3,626.59
2040	\$ 1,266.42	\$ 1,436.23	\$ -	\$ 119.69	\$ -	\$ 285.64	\$ 232.61	\$ 56.84	\$ -	\$ 217.04	\$ 3,614.46
2041	\$ 1,337.77	\$ 1,360.24	\$ -	\$ 113.35	\$ -	\$ 313.29	\$ 213.33	\$ 57.98	\$ -	\$ 219.61	\$ 3,615.56
2042	\$ 1,426.95	\$ 1,279.97	\$ -	\$ 106.66	\$ -	\$ 331.71	\$ 192.19	\$ 59.14	\$ -	\$ 222.12	\$ 3,618.74
2043	\$ 1,516.13	\$ 1,194.36	\$ -	\$ 99.53	\$ -	\$ 350.14	\$ 169.80	\$ 60.32	\$ -	\$ 224.61	\$ 3,614.89
2044	\$ 1,605.32	\$ 1,103.39	\$ -	\$ 91.95	\$ -	\$ 377.79	\$ 146.16	\$ 61.53	\$ -	\$ 227.10	\$ 3,613.23
2045	\$ 1,694.50	\$ 1,007.07	\$ -	\$ 83.92	\$ -	\$ 405.43	\$ 120.66	\$ 62.76	\$ -	\$ 229.54	\$ 3,603.88
2046	\$ 1,801.52	\$ 905.40	\$ -	\$ 75.45	\$ -	\$ 433.07	\$ 93.29	\$ 64.01	\$ -	\$ 231.93	\$ 3,604.68
2047	\$ 1,908.55	\$ 797.31	\$ -	\$ 66.44	\$ -	\$ 460.71	\$ 64.06	\$ 65.29	\$ -	\$ 234.26	\$ 3,596.63
2048	\$ 2,015.57	\$ 682.80	\$ -	\$ 56.90	\$ -	\$ 488.36	\$ 32.96	\$ 66.60	\$ (536.82)	\$ 236.55	\$ 3,042.91
2049	\$ 2,140.42	\$ 561.86	\$ -	\$ 46.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238.79	\$ 2,987.90
2050	\$ 2,265.28	\$ 433.44	\$ -	\$ 36.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243.56	\$ 2,978.40
2051	\$ 2,407.98	\$ 297.52	\$ -	\$ 24.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248.44	\$ 2,978.73
2052	\$ 2,550.67	\$ 153.04	\$ -	\$ 12.75	\$ (2,713.35)	\$ -	\$ -	\$ -	\$ -	\$ 253.40	\$ 256.53
Total	\$ 36,743.96	\$ 43,861.59	\$ (2,204.64)	\$ 3,655.13	\$ (2,713.35)	\$ 6,413.13	\$ 7,272.76	\$ 1,366.83	\$ (536.82)	\$ 6,329.65	\$ 100,188.24

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 6

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$47,080.47

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – LOT TYPE 6

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond					Total Annual	
	Principal	Interest ^(b)	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^(c)	Additional Interest	Reserve Fund	Total Annual Collection	Total Annual	
										Costs	Installment ^(a)	
2023	\$ -	\$ 2,405.06	\$ (2,405.06)	\$ 200.42	\$ -	\$ 120.62	\$ 465.00	\$ 44.28	\$ -	\$ 190.65	\$ 1,020.98	
2024	\$ 544.84	\$ 2,405.06	\$ -	\$ 200.42	\$ -	\$ 120.62	\$ 457.77	\$ 45.17	\$ -	\$ 193.16	\$ 3,967.03	
2025	\$ 583.75	\$ 2,372.37	\$ -	\$ 197.70	\$ -	\$ 130.68	\$ 450.53	\$ 46.07	\$ -	\$ 195.73	\$ 3,976.83	
2026	\$ 622.67	\$ 2,337.34	\$ -	\$ 194.78	\$ -	\$ 140.73	\$ 442.69	\$ 46.99	\$ -	\$ 198.32	\$ 3,983.52	
2027	\$ 642.13	\$ 2,299.98	\$ -	\$ 191.67	\$ -	\$ 140.73	\$ 434.24	\$ 47.93	\$ -	\$ 200.92	\$ 3,957.60	
2028	\$ 681.04	\$ 2,261.46	\$ -	\$ 188.45	\$ -	\$ 150.78	\$ 425.80	\$ 48.89	\$ -	\$ 203.58	\$ 3,960.01	
2029	\$ 719.96	\$ 2,220.59	\$ -	\$ 185.05	\$ -	\$ 160.83	\$ 416.75	\$ 49.87	\$ -	\$ 206.27	\$ 3,959.33	
2030	\$ 778.34	\$ 2,177.40	\$ -	\$ 181.45	\$ -	\$ 170.88	\$ 407.10	\$ 50.87	\$ -	\$ 208.97	\$ 3,975.01	
2031	\$ 817.25	\$ 2,130.70	\$ -	\$ 177.56	\$ -	\$ 180.93	\$ 395.57	\$ 51.89	\$ -	\$ 211.69	\$ 3,965.59	
2032	\$ 875.63	\$ 2,081.66	\$ -	\$ 173.47	\$ -	\$ 190.99	\$ 383.36	\$ 52.92	\$ -	\$ 214.43	\$ 3,972.46	
2033	\$ 914.55	\$ 2,029.12	\$ -	\$ 169.09	\$ -	\$ 201.04	\$ 370.46	\$ 53.98	\$ -	\$ 217.20	\$ 3,955.45	
2034	\$ 972.92	\$ 1,974.25	\$ -	\$ 164.52	\$ -	\$ 211.09	\$ 356.89	\$ 55.06	\$ -	\$ 219.99	\$ 3,954.73	
2035	\$ 1,031.30	\$ 1,915.87	\$ -	\$ 159.66	\$ -	\$ 231.19	\$ 342.65	\$ 56.16	\$ -	\$ 222.80	\$ 3,959.63	
2036	\$ 1,089.67	\$ 1,854.00	\$ -	\$ 154.50	\$ -	\$ 241.25	\$ 327.04	\$ 57.29	\$ -	\$ 225.60	\$ 3,949.34	
2037	\$ 1,167.50	\$ 1,788.62	\$ -	\$ 149.05	\$ -	\$ 261.35	\$ 310.76	\$ 58.43	\$ -	\$ 228.42	\$ 3,964.13	
2038	\$ 1,225.88	\$ 1,718.57	\$ -	\$ 143.21	\$ -	\$ 281.45	\$ 293.11	\$ 59.60	\$ -	\$ 231.22	\$ 3,953.05	
2039	\$ 1,303.71	\$ 1,645.01	\$ -	\$ 137.08	\$ -	\$ 301.56	\$ 274.12	\$ 60.79	\$ -	\$ 234.00	\$ 3,956.28	
2040	\$ 1,381.55	\$ 1,566.79	\$ -	\$ 130.57	\$ -	\$ 311.61	\$ 253.76	\$ 62.01	\$ -	\$ 236.77	\$ 3,943.05	
2041	\$ 1,459.38	\$ 1,483.90	\$ -	\$ 123.66	\$ -	\$ 341.77	\$ 232.73	\$ 63.25	\$ -	\$ 239.57	\$ 3,944.25	
2042	\$ 1,556.67	\$ 1,396.34	\$ -	\$ 116.36	\$ -	\$ 361.87	\$ 209.66	\$ 64.51	\$ -	\$ 242.31	\$ 3,947.72	
2043	\$ 1,653.96	\$ 1,302.93	\$ -	\$ 108.58	\$ -	\$ 381.97	\$ 185.23	\$ 65.80	\$ -	\$ 245.03	\$ 3,943.52	
2044	\$ 1,751.26	\$ 1,203.70	\$ -	\$ 100.31	\$ -	\$ 412.13	\$ 159.45	\$ 67.12	\$ -	\$ 247.75	\$ 3,941.71	
2045	\$ 1,848.55	\$ 1,098.62	\$ -	\$ 91.55	\$ -	\$ 442.29	\$ 131.63	\$ 68.46	\$ -	\$ 250.41	\$ 3,931.51	
2046	\$ 1,965.30	\$ 987.71	\$ -	\$ 82.31	\$ -	\$ 472.44	\$ 101.78	\$ 69.83	\$ -	\$ 253.01	\$ 3,932.38	
2047	\$ 2,082.05	\$ 869.79	\$ -	\$ 72.48	\$ -	\$ 502.60	\$ 69.89	\$ 71.23	\$ -	\$ 255.56	\$ 3,923.59	
2048	\$ 2,198.80	\$ 744.87	\$ -	\$ 62.07	\$ -	\$ 532.75	\$ 35.96	\$ 72.65	\$ (585.63)	\$ 258.05	\$ 3,319.53	
2049	\$ 2,335.01	\$ 612.94	\$ -	\$ 51.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260.50	\$ 3,259.52	
2050	\$ 2,471.22	\$ 472.84	\$ -	\$ 39.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265.71	\$ 3,249.17	
2051	\$ 2,626.89	\$ 324.57	\$ -	\$ 27.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271.02	\$ 3,249.52	
2052	\$ 2,782.55	\$ 166.95	\$ -	\$ 13.91	\$ (2,960.01)	\$ -	\$ -	\$ -	\$ -	\$ 276.44	\$ 279.85	
Total	\$ 40,084.32	\$ 47,849.00	\$ (2,405.06)	\$ 3,987.42	\$ (2,960.01)	\$ 6,996.15	\$ 7,933.92	\$ 1,491.08	\$ (585.63)	\$ 6,905.07	\$ 109,296.26	

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 7

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$51,003.84

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS – LOT TYPE 7

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond				Total Annual Collection Costs	Total Annual Installment ^[a]
	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest ^[c]	Additional Interest	Reserve Fund		
2023	\$ -	\$ 2,605.48	\$ (2,605.48)	\$ 217.12	\$ -	\$ 130.68	\$ 503.75	\$ 47.97	\$ -	\$ 206.54	\$ 1,106.06
2024	\$ 590.24	\$ 2,605.48	\$ -	\$ 217.12	\$ -	\$ 130.68	\$ 495.91	\$ 48.93	\$ -	\$ 209.25	\$ 4,297.62
2025	\$ 632.40	\$ 2,570.07	\$ -	\$ 214.17	\$ -	\$ 141.56	\$ 488.07	\$ 49.91	\$ -	\$ 212.04	\$ 4,308.23
2026	\$ 674.56	\$ 2,532.12	\$ -	\$ 211.01	\$ -	\$ 152.45	\$ 479.58	\$ 50.91	\$ -	\$ 214.84	\$ 4,315.48
2027	\$ 695.64	\$ 2,491.65	\$ -	\$ 207.64	\$ -	\$ 152.45	\$ 470.43	\$ 51.93	\$ -	\$ 217.66	\$ 4,287.40
2028	\$ 737.80	\$ 2,449.91	\$ -	\$ 204.16	\$ -	\$ 163.34	\$ 461.28	\$ 52.97	\$ -	\$ 220.55	\$ 4,290.01
2029	\$ 779.96	\$ 2,405.64	\$ -	\$ 200.47	\$ -	\$ 174.23	\$ 451.48	\$ 54.03	\$ -	\$ 223.46	\$ 4,289.27
2030	\$ 843.20	\$ 2,358.85	\$ -	\$ 196.57	\$ -	\$ 185.12	\$ 441.03	\$ 55.11	\$ -	\$ 226.38	\$ 4,306.26
2031	\$ 885.36	\$ 2,308.25	\$ -	\$ 192.35	\$ -	\$ 196.01	\$ 428.53	\$ 56.21	\$ -	\$ 229.33	\$ 4,296.05
2032	\$ 948.60	\$ 2,255.13	\$ -	\$ 187.93	\$ -	\$ 206.90	\$ 415.30	\$ 57.33	\$ -	\$ 232.30	\$ 4,303.50
2033	\$ 990.76	\$ 2,198.22	\$ -	\$ 183.18	\$ -	\$ 217.79	\$ 401.34	\$ 58.48	\$ -	\$ 235.30	\$ 4,285.07
2034	\$ 1,054.00	\$ 2,138.77	\$ -	\$ 178.23	\$ -	\$ 228.68	\$ 386.64	\$ 59.65	\$ -	\$ 238.32	\$ 4,284.29
2035	\$ 1,117.24	\$ 2,075.53	\$ -	\$ 172.96	\$ -	\$ 250.46	\$ 371.20	\$ 60.84	\$ -	\$ 241.37	\$ 4,289.60
2036	\$ 1,180.48	\$ 2,008.50	\$ -	\$ 167.37	\$ -	\$ 261.35	\$ 354.29	\$ 62.06	\$ -	\$ 244.40	\$ 4,278.45
2037	\$ 1,264.80	\$ 1,937.67	\$ -	\$ 161.47	\$ -	\$ 283.13	\$ 336.65	\$ 63.30	\$ -	\$ 247.45	\$ 4,294.47
2038	\$ 1,328.04	\$ 1,861.78	\$ -	\$ 155.15	\$ -	\$ 304.91	\$ 317.54	\$ 64.57	\$ -	\$ 250.49	\$ 4,282.47
2039	\$ 1,412.36	\$ 1,782.10	\$ -	\$ 148.51	\$ -	\$ 326.69	\$ 296.96	\$ 65.86	\$ -	\$ 253.50	\$ 4,285.97
2040	\$ 1,496.68	\$ 1,697.36	\$ -	\$ 141.45	\$ -	\$ 337.58	\$ 274.91	\$ 67.18	\$ -	\$ 256.50	\$ 4,271.64
2041	\$ 1,581.00	\$ 1,607.56	\$ -	\$ 133.96	\$ -	\$ 370.25	\$ 252.12	\$ 68.52	\$ -	\$ 259.53	\$ 4,272.94
2042	\$ 1,686.40	\$ 1,512.70	\$ -	\$ 126.06	\$ -	\$ 392.03	\$ 227.13	\$ 69.89	\$ -	\$ 262.50	\$ 4,276.70
2043	\$ 1,791.80	\$ 1,411.51	\$ -	\$ 117.63	\$ -	\$ 413.80	\$ 200.67	\$ 71.29	\$ -	\$ 265.45	\$ 4,272.15
2044	\$ 1,897.19	\$ 1,304.01	\$ -	\$ 108.67	\$ -	\$ 446.47	\$ 172.74	\$ 72.71	\$ -	\$ 268.40	\$ 4,270.19
2045	\$ 2,002.59	\$ 1,190.17	\$ -	\$ 99.18	\$ -	\$ 479.14	\$ 142.60	\$ 74.17	\$ -	\$ 271.28	\$ 4,259.13
2046	\$ 2,129.07	\$ 1,070.02	\$ -	\$ 89.17	\$ -	\$ 511.81	\$ 110.26	\$ 75.65	\$ -	\$ 274.09	\$ 4,260.07
2047	\$ 2,255.55	\$ 942.27	\$ -	\$ 78.52	\$ -	\$ 544.48	\$ 75.71	\$ 77.16	\$ -	\$ 276.85	\$ 4,250.56
2048	\$ 2,382.03	\$ 806.94	\$ -	\$ 67.25	\$ -	\$ 577.15	\$ 38.96	\$ 78.71	\$ (634.43)	\$ 279.56	\$ 3,596.16
2049	\$ 2,529.59	\$ 664.02	\$ -	\$ 55.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282.20	\$ 3,531.15
2050	\$ 2,677.15	\$ 512.24	\$ -	\$ 42.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 287.85	\$ 3,519.93
2051	\$ 2,845.79	\$ 351.61	\$ -	\$ 29.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293.61	\$ 3,520.31
2052	\$ 3,014.43	\$ 180.87	\$ -	\$ 15.07	\$ (3,206.68)	\$ -	\$ -	\$ -	\$ -	\$ 299.48	\$ 303.17
Total	\$ 43,424.68	\$ 51,836.42	\$ (2,605.48)	\$ 4,319.70	\$ (3,206.68)	\$ 7,579.16	\$ 8,595.08	\$ 1,615.34	\$ (634.43)	\$ 7,480.49	\$ 118,404.28

Footnotes:

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bond is calculated at 6.00% for illustrative purposes only.

[c] Interest Rate on the Major Improvement Area Bond is calculated at the actual bond rate for the issuance.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 11/8/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving a Preliminary Limited Offering Memorandum for the sale of special assessment revenue bonds for Hurricane Creek Public Improvement District. (Director of Economic Development Joey Grisham)

SUMMARY:

This item is related to the Hurricane Creek Public Improvement District and includes a Resolution approving a Preliminary Limited Offering Memorandum for the sale of assessment revenue bonds for the Hurricane Creek Public Improvement District.

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 RECOMMENDATION:

Approve.

ATTACHMENTS:

1. Resolution Approving PLOM v1
2. (FMS) ANNA HURRICANE CREEK PID (2022 IA #2 Bonds) -- PLOM 4882-4140-8549 4
3. (FMS) ANNA HURRICANE CREEK PID (2022 IA #2 Bonds) -- Issuer CDA 4877-6034-7433 2
4. Anna Hurricane Creek PID - IA2 Indenture v1

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created -

RESOLUTION APPROVING A PRELIMINARY LIMITED OFFERING
MEMORANDUM FOR THE SALE OF SPECIAL ASSESSMENT REVENUE BONDS
FOR HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City of Anna, Texas (the “City”) intends to issue its “City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)” (the “Bonds”) to finance certain public improvements within the City;

WHEREAS, FMSbonds, Inc. (the “Underwriter”), with assistance from its counsel, City Staff, the City’s Bond Counsel, and City’s Financial Advisor, has prepared Preliminary Limited Offering Memorandum for dissemination to potential purchasers of the Bonds prior to the availability of the final Limited Offering Memorandum for the Bonds.

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

1. The Preliminary Limited Offering Memorandum for the Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved with such changes, addenda, supplements or amendments as may be approved by the Finance Director in consultation with the City’s consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor, and the Underwriter is hereby authorized to distribute such document among potential purchasers of the Bonds and other interested persons in connection with the initial marketing and placement of the Bonds; provided that such Preliminary Limited Offering Memorandum shall not be released to the public without the approval of the Finance Director, which approval shall be made in consultation with the City’s consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor.

2. Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (17 C.F.R. § 240.15c2-12) (“Rule 15c2-12”), the City hereby deems said Preliminary Limited Offering Memorandum to be final as of its date, except for the omission of no more than the following information as permitted by Rule 15c2-12: the offering prices of the Bonds, interest rates for the Bonds, selling compensation of the Underwriter, the aggregate principal amount of the Bonds, the principal amount per maturity of the Bonds, the delivery date for the Bonds, ratings for the Bonds, and the identity of the ultimate purchasers.

PASSED AND APPROVED THIS 8th DAY OF NOVEMBER, 2022.

ATTEST:

Nate Pike, Mayor
City of Anna, Texas

Carrie L. Land, City Secretary
City of Anna, Texas

EXHIBIT A

PRELIMINARY LIMITED OFFERING MEMORANDUM FOR IA#2 BONDS

(See attached)

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _____, 2022

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN.

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for purposes of federal income taxation under existing law, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on certain corporations.

\$10,300,000*

CITY OF ANNA, TEXAS,

(a municipal corporation of the State of Texas located in Collin County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Dated Date: Date of Delivery

Due: September 1, as shown on the inside cover

Interest to Accrue from Date of Delivery

The City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the “Bonds”), are being issued by the City of Anna, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 1 and September 1, commencing September 1, 2023, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Regions Bank, as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on December 13, 2022, and an Indenture of Trust, dated as of December 15, 2022 (the “Indenture”), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the costs of the “Improvement Area #2 Improvements”, which consist of certain local public improvements that will benefit Improvement Area #2 (as defined herein) of the Hurricane Creek Public Improvement District (the “District”), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #2 IMPROVEMENTS” and “APPENDIX A — Form of Indenture.” Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City secured by a pledge and lien upon the Trust Estate (as defined in the Indenture), consisting primarily of revenue from assessments levied against assessable properties in Improvement Area #2 of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE BONDS.”

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk, are speculative in nature and are not suitable for all investors. See “BONDHOLDERS RISKS” and “SUITABILITY FOR INVESTMENT.” Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX C — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the Underwriter by its counsel, Winstead PC, and for the Developer by its counsel, Boghetich Law, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about December 30, 2022 (the “Date of Delivery”).

FMSbonds, Inc.

* Preliminary; subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS, AND CUSIP NUMBERS

CUSIP Prefix: _____ (a)

\$10,300,000*
CITY OF ANNA, TEXAS,
(a municipal corporation of the State of Texas located in Collin County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (b) (c)

* *Preliminary; subject to change.*

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services and managed on behalf of The American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20 __, at the redemption price of 100% of the principal amount plus accrued interest to the date of redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

**CITY OF ANNA, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (May)</u>
Nate Pike	Mayor	2024
Kevin Toten	Place 1	2024
Pete Cain	Place 2	2025
Stan Carver II	Place 3	2023
Randy Atchley	Place 4, Deputy Mayor Pro Tem	2025
Danny Ussery	Place 5	2023
Lee Miller	Place 6, Mayor Pro Tem	2025

CITY MANAGER
Jim Proce

CITY SECRETARY
Carrie Land

DIRECTOR OF FINANCE
Alan Guard

ASSESSMENT CONSULTANT
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL
McCall, Parkhurst & Horton L.L.P.

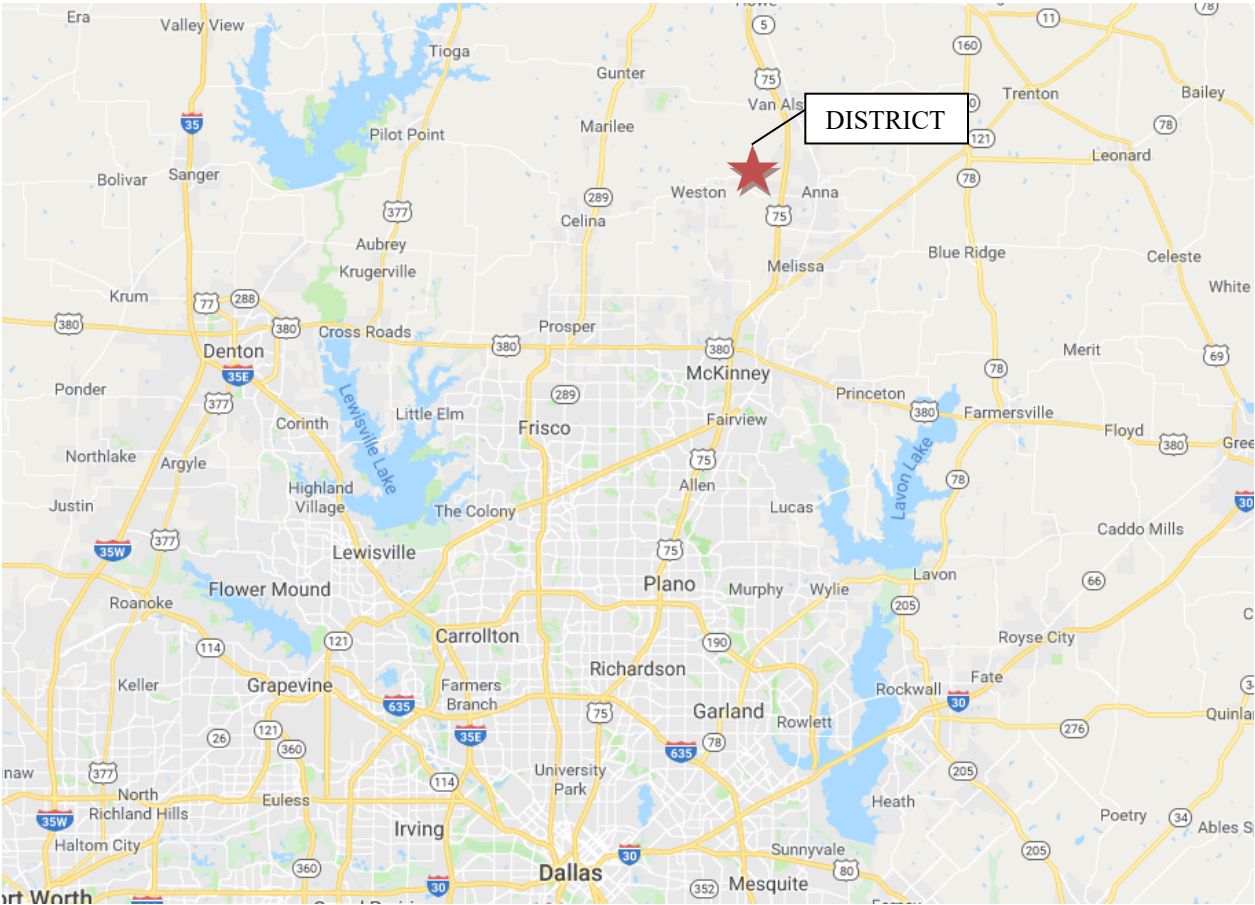
UNDERWRITER'S COUNSEL
Winstead PC

For additional information regarding the City, please contact:

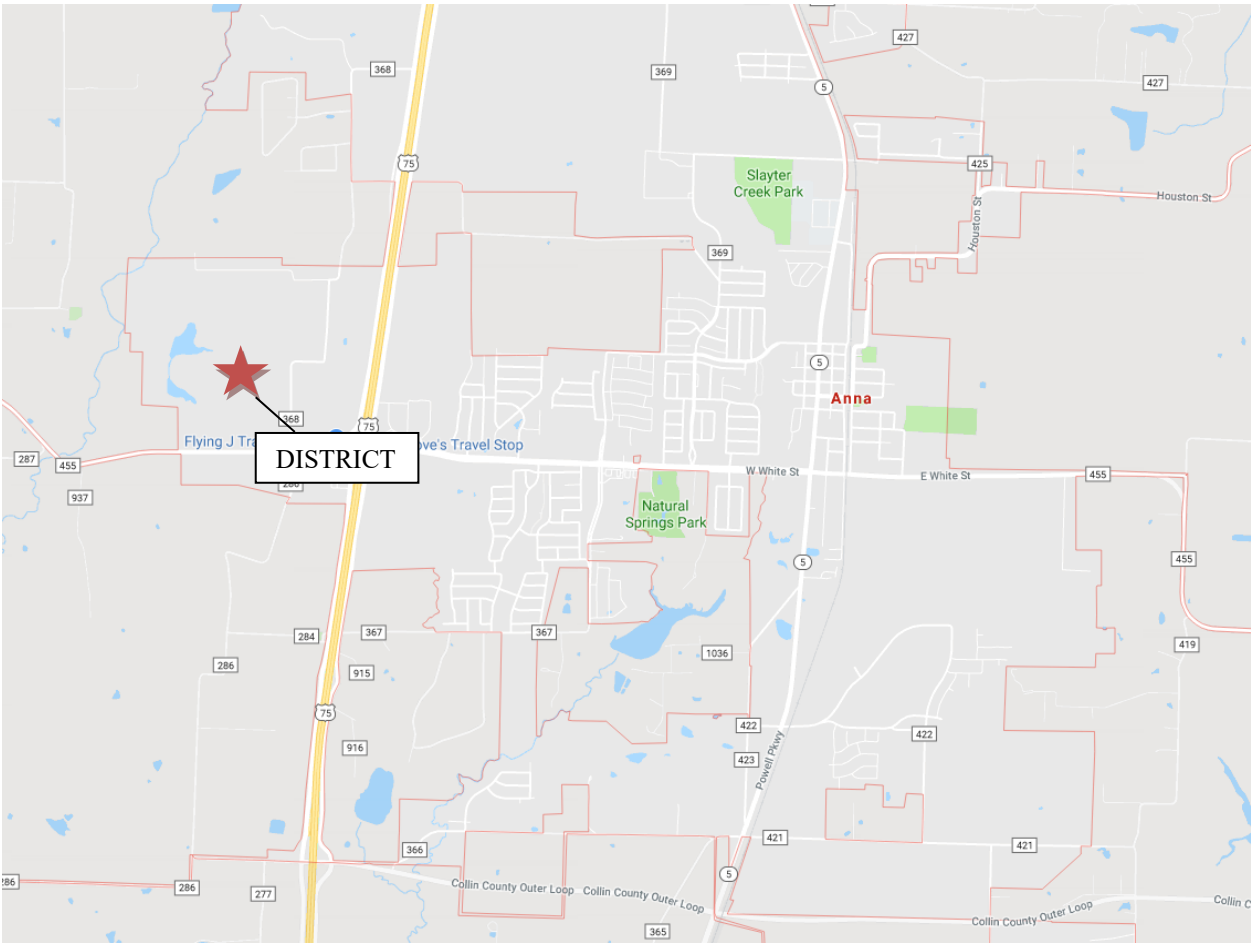
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Jim Sabonis
Hilltop Securities Inc.
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Dallas, Texas 75201-3852
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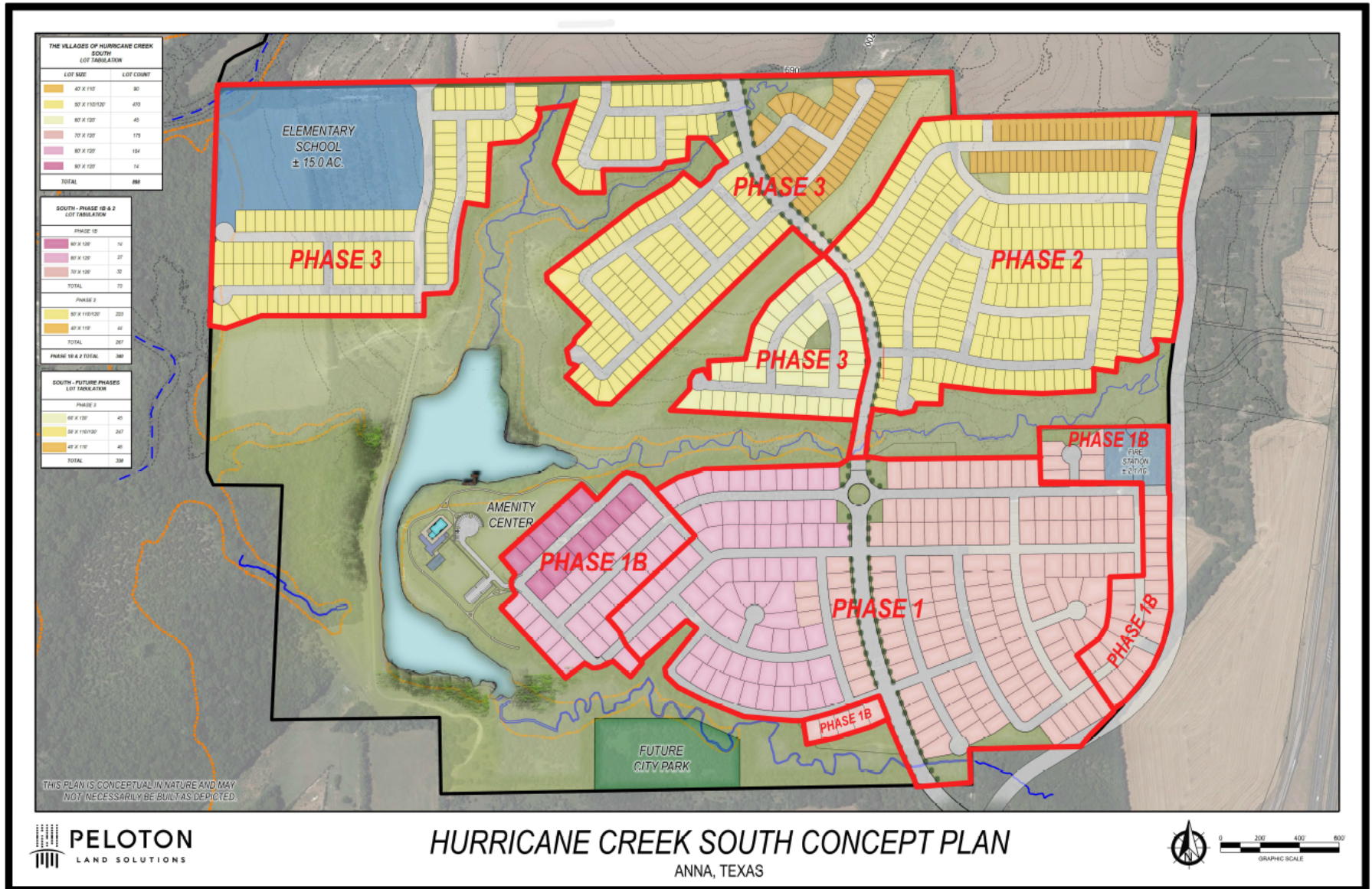
REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING BOUNDARIES OF THE DISTRICT AND PHASES



FOR PURPOSES OF COMPLIANCE WITH RULE 15c2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES A PRELIMINARY OFFICIAL STATEMENT OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15c2-12.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY, THE CITY'S FINANCIAL ADVISOR NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO

ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$10,300,000*

CITY OF ANNA, TEXAS,

(a municipal corporation of the State of Texas located in Collin County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Anna, Texas (the “City”), of its \$10,300,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the “Bonds”).

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “SUITABILITY FOR INVESTMENT” and “BONDHOLDERS’ RISKS.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be enacted by the City Council of the City (the “City Council”) on December 13, 2022 (the “Bond Ordinance”), and an Indenture of Trust, dated as of December 15, 2022 (the “Indenture”), entered into by and between the City and Regions Bank as trustee (the “Trustee”). The Bonds will be secured by a pledge of and lien upon the Trust Estate (as defined in the Indenture), consisting primarily of revenue from assessments (“Assessments”) levied against assessable property located within Improvement Area #2 of the Hurricane Creek Public Improvement District (the “District”) pursuant to a separate ordinance expected to be enacted by the City Council on December 13, 2022 (the “Assessment Ordinance”). The City created the District pursuant to a resolution adopted by the City Council on November 13, 2018 (the “Creation Resolution”).

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX A — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, CADG Hurricane Creek, LLC, a Texas limited liability company (the “Developer”), and P3Works, LLC, a Texas limited liability company (the “Administrator”), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Funding and Reimbursement Agreement (as defined herein), the First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as August 28, 2018, as amended by that Second Amended Villages of Hurricane Creek Subdivision Improvement Agreement effective as of November 13, 2018, as further amended by the Third Amended Villages of Hurricane Creek Subdivision Improvement Agreement effective as of February 12, 2019, and as further amended by the Fourth Amended Villages of Hurricane Creek Subdivision Improvement Agreement effective as of December 8, 2020 (collectively, the “Development Agreement”) by and between the City and the Developer, together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-5, Frisco, Texas, 75034, Phone: (214) 302-2246. The Form of Indenture appears in APPENDIX A and the Form of Service and Assessment Plan appears in APPENDIX B. The information provided under this caption “INTRODUCTION” is intended to provide a brief

* Preliminary; subject to change.

overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

The District

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #2 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District.

Status of Development and Plan of Finance

The District is composed of approximately 368.20 acres which are being developed in phases as a master-planned residential development. The Developer's plans consist of the development of the District in phases which began with the concurrent development of the major infrastructure to serve the entire District, as well as local infrastructure to serve the initial phase ("Improvement Area #1") of the District, is continuing with development of local infrastructure to serve the second phase ("Improvement Area #2") of the District, and will be followed by development of local infrastructure to serve the third phase ("Improvement Area #3") of the District. The area consisting of Improvement Area #2 and Improvement Area #3 of the District is referred to herein as the "Major Improvement Area" of the District. See "THE DEVELOPMENT — Development Plan." The boundaries of the District and phases therein are shown in the "MAP SHOWING BOUNDARIES OF THE DISTRICT AND PHASES" on page v. Improvement Area #2 consists of the phases identified as Phase #2 and Phase #1B on the "MAP SHOWING BOUNDARIES OF THE DISTRICT AND PHASES" on page v.

Improvement Area #2 consists of approximately 69.1 acres and is expected to consist of 340 lots in a combination of 40', 50' 60', 70' and 80' sizes. Development in Improvement Area #2 of the District began with the portion of the Major Improvements (as defined herein) benefitting Improvement Area #2. The Developer was responsible for the construction of such improvements and construction of the Major Improvements benefitting Improvement Area #2 began in Q2 2019 and was completed in Q1 2021. Development in Improvement Area #2 will consist of certain street improvements, water distribution system improvements, wastewater improvements, and storm drainage improvements that will benefit only Improvement Area #2 of the District (the "Improvement Area #2 Improvements") began in Q1 2022. The Developer is responsible for construction of the Improvement Area #2 Improvements. Construction of the Phase 2 Improvements is expected to be completed in Q1 2023. As of October 31, 2022, the Developer had expended approximately \$2,630,000 on construction of the Improvement Area #2 Improvements, which costs were funded with the Development Loan (as defined herein) and builder earnest money. See "THE DEVELOPMENT — Status of Development in Improvement Area #2" and "— Merchant Builder Lot Purchase and Sale Agreements in Improvement Area #2" and "THE DEVELOPER — History and Financing of the District."

The City will pay a portion of the project costs for the Improvement Area #2 Improvements from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Improvement Area #2 Improvements and be reimbursed in accordance with the Indenture and the **Improvement Area #2 Funding and Reimbursement Agreement Hurricane Creek Public Improvement District Improvement [CONFIRM DOCUMENT NAME]** (the "Funding and Reimbursement Agreement"). See "THE IMPROVEMENT AREA #2 IMPROVEMENTS — General," "THE DEVELOPMENT — Development Plan" and "APPENDIX F - Form of Funding and Reimbursement Agreement."

The cost of the Improvement Area #2 Improvements is expected to be approximately \$10,712,158.* A portion of such costs in the amount of \$10,300,000* is expected to be paid with proceeds of the Bonds. At delivery of the Bonds, the Developer expects to advance funds in the approximate amount of \$412,158* (the "Developer Deposit") in order to pay for a portion of the costs of the Improvement Area #2 Improvements, which shall not be reimbursed to the Developer. See "SOURCES AND USES OF FUNDS." The Bonds are the first series of bonds issued to finance local improvements in Improvement Area #2 of the District.

The land in Improvement Area #2 of the District is owned by the Developer. All 340 lots in Improvement Area #2 of the District are under contract with homebuilders. See “THE DEVELOPMENT – Merchant Builder Lot Purchase and Sale Agreements in Improvement Area #2.” To date, no lots have been delivered to such homebuilders in Improvement Area #2 of the District. The Developer has received earnest money deposits from homebuilders pursuant to lot purchase and sale agreements with respect to lots in Improvement Area #2 in the approximate amount of \$6,786,000.

The City expects to issue one or more series of area bonds (collectively, the “Future Improvement Area Bonds”) to finance the cost of local improvements benefitting Improvement Area #3. The estimated costs of the local improvements benefitting Improvement Area #3 of the District will be determined as such phase is developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within Improvement Area #3 and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Improvement Area #3. The Developer anticipates that Future Improvement Area Bonds will be issued over a three to five year period. See “THE DEVELOPMENT – Future Improvement Area Bonds”.

The Bonds

Proceeds of the Bonds will be used primarily to finance (i) a portion of the costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the City, be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund or to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See “THE IMPROVEMENT AREA #2 IMPROVEMENTS,” “APPENDIX A – Form of Indenture” and “SOURCES AND USES OF FUNDS.”

Payment of the Bonds is secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the assessable parcels or lots within Improvement Area #2 of the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” and “APPENDIX A – Form of Indenture.”

The Bonds, the Improvement Area #1 Bonds (as defined herein), the Major Improvement Area Bonds (as defined herein), and any Future Improvement Area Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds. The Improvement Area #1 Bonds, the Major Improvement Area Bonds and any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum.

Prior Bonds

Development in the District began with the concurrent development of the major infrastructure to serve the entire District consisting of certain roadway improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm drainage collection system improvements (the “Major Improvements”) as well as local infrastructure to serve the Improvement Area #1 of the District.

Development in Improvement Area #1 of the District consisted of the construction of certain roadway improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm drainage collection system improvements that benefit only Improvement Area #1 of the District (the “Improvement Area #1 Local Improvements”) and the portion of Major Improvements benefitting Improvement Area #1 (the “Improvement Area #1 Major Improvements”). The Improvement Area #1 Local Improvements and the

Improvement Area #1 Major Improvements are collectively referred to herein as the “Improvement Area #1 Improvements.”

To finance a portion of the costs of the Improvement Area #1 Improvements, the City previously issued its \$7,375,000 City of Anna, Texas, Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Improvement Area #1 Project) (the “Improvement Area #1 Bonds”) pursuant to an Indenture of Trust dated as of March 15, 2019. The proceeds of the Improvement Area #1 Bonds were used to finance a portion of the costs of the Improvement Area #1 Projects (as defined in the Service and Assessment Plan). The Improvement Area #1 Bonds were secured by a pledge of and a lien upon certain pledged revenues, consisting primarily of the assessments levied on Improvement Area #1 of the District (the “Improvement Area #1 Assessments”). The Improvement Area #1 Assessments are not pledged to and do not secure the Bonds or the Major Improvement Area Bonds (as defined herein). The current outstanding principal amount of the Improvement Area #1 Bonds is \$7,160,000.

Development in the Major Improvement Areas of the District (which includes Improvement Area #2) began with the portion of the Major Improvements benefitting the Major Improvement Area (the “Major Improvement Area Improvements”). To finance the Major Improvement Area Improvements, the City previously issued its \$3,535,000 City of Anna, Texas, Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Major Improvement Area Project) (the “Major Improvement Area Bonds”) pursuant to an Indenture of Trust dated as of March 15, 2019 (the “Major Improvement Area Indenture”). The Major Improvement Area Bonds are secured by separate assessments levied in the Major Improvement Area of the District (the “Major Improvement Area Assessments”). **The Major Improvement Area Assessments are levied on property that includes Improvement Area #2 of the District but are not pledged to and do not secure the Bonds or the Improvement Area #1 Bonds.** The current outstanding principal amount of the Major Improvement Area Bonds is \$3,480,000.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 1 and September 1, commencing September 1, 2023 (each an “Interest Payment Date”), until maturity or prior redemption. Regions Bank is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued and unpaid interest to the date of redemption (the “Redemption Price”).

Extraordinary Optional Redemption. Notwithstanding any provision in the Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, and in an amount specified in a City Certificate, on any date, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including transfers to the Redemption Fund made pursuant to various provisions of the Indenture, any other transfers to the Redemption Fund under the terms of the Indenture, or as a

result of unexpended amounts transferred from the Project Fund, as provided in the Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to the Indenture. No redemption shall be made which results in a Bond remaining outstanding in a principal amount less than an Authorized Denomination. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for the definition and description of Prepayments and “APPENDIX A — Form of Indenture.”

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1 in the years 20__ and 20__ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

<u>\$ Term Bonds Maturing September 1, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$
September 1, 20__†	

<u>\$ Term Bonds Maturing September 1, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$
September 1, 20__†	

† Stated maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee will select by lot, or any by any other customary method that results in random selection, a principal amount of Bonds (in accordance with the Indenture) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such mandatory sinking fund redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any redemption date pursuant to the mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond will be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. No redemption will result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

If less than all of the Bonds are called for optional redemption pursuant to the Indenture, the Trustee will rely on directions provided in a City Certificate in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for extraordinary optional redemption as described above, the Bonds or portion of a Bond to be redeemed will be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, will authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede &

Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Trustee, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Trustee or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented and warranted to the City as follows:

- 1) The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.
- 2) The Investor is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 or a "qualified institutional buyer" under Rule 144A of the Securities Act of 1933, and

therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

- 3) The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.
- 4) The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.
- 5) The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #2 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for, or in connection with the Investor’s decision to purchase the Bonds except for fraud or willful misconduct, to the extent permitted by law. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.
- 6) The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the District (which has no taxing power), the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.
- 7) The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.
- 8) The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of Assessments levied against the assessable parcels or lots within Improvement Area #2 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. See APPENDIX A – Form of Indenture. The District contains approximately 368.2 acres, approximately _____ of which are located in Improvement Area #2. The City anticipates that all of the property within Improvement Area #2 of the District that receives a special benefit from the Improvement Area #2 Improvements will be assessed. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as updated, amended and supplemented, the "Service and Assessment Plan"), which describes the special benefit received by the property within Improvement Area #2 of the District, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of the assessments (including Assessments), and provides for the allocation of Pledged Revenues for payment of, premium, if any, and interest on the Bonds. The Service and Assessment Plan will be reviewed and updated upon the issuance of the Bonds and annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within Improvement Area #2 of the District. See "APPENDIX B — Form of Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Improvement Area #2 Improvements by levying Assessments upon properties in Improvement Area #2 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments levied in Improvement Area #2 of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX B — Form of Service and Assessment Plan."

Under the Indenture, "Pledged Revenues" means, collectively, the (i) Assessment Revenues (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds. "Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds. "Annual Installment" means the sum of the annual installments on the Assessments, including the annual installment of interest and principal, Additional Interest and Annual Collection Costs. "Assessment" means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2 Improvements and "Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds, all as defined in the Indenture.

The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously. See “SECURITY FOR THE BONDS — Pledged Revenue Fund.” See also “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein.

Collection and Deposit of Assessments

The Assessments shown on the Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture. In the event the City owes Rebataable Arbitrage to the United States Government, the Assessments shall first be applied to pay the full amount of Rebataable Arbitrage owed by the City, prior to any transfers to the Bond Fund.

The Assessments assessed to pay debt service on the Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Assessment has been made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of the interest thereon shall be deposited into the Bond Pledged Revenue Account of the Pledged Revenue Fund. Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the particular assessed property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund, as follows. After deposit of Foreclosure Proceeds into the Reserve Fund, the Trustee shall deposit such Foreclosure Proceeds first into the Reserve Account if the Reserve Account does not contain the Reserve Account Requirement and if it does contain the Reserve Account Requirement, such Foreclosure Proceeds shall be deposited into the Delinquency and Prepayment Reserve Account. If both the Reserve Account and Delinquency and Prepayment Reserve Account contain their respective amounts required to be on deposit, the Trustee shall transfer such Foreclosure Proceeds to the Redemption Fund. See “SECURITY FOR THE BONDS — Pledged Revenue Fund” and APPENDIX A — Form of Indenture.

The portions of the Annual Installments of Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the property within Improvement Area #2 of the District to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments are effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which

installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments for each lot within the District began to accrue on the date specified in the Service and Assessment Plan and, prior to issuance of the Bonds, is calculated at a rate specified in the Assessment Ordinance. After issuance of the Bonds, interest on the Assessments for each lot within the District will accrue at a rate specified in the Assessment Ordinance, but may not exceed the interest rate on the Bonds plus the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the Act ("Additional Interest"). Such interest rates may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually and shall be due on October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City has will levy, assess, and will continue to collect, each year while the Bonds are Outstanding and unpaid, a portion of each Annual Installment to pay the annual costs incurred by the City in the administration and operation of the District. The portion of each Annual Installment used to pay such annual costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The assessments to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such assessments to pay Annual Collection Costs do not secure repayment of the Bonds.

There is no discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of the Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under the Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX A — Form of Indenture."

Pledged Revenue Fund

Periodically upon receipt thereof, the City shall transfer or cause to be transferred, pursuant to a City Certificate provided to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with the Indenture. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred pursuant to a City Certificate provided to the Trustee the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged

Revenue Fund, an amount sufficient to pay debt service on the Bonds next coming due, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in the Indenture and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made as described in this paragraph, if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebtable Arbitrage to the United States Government pursuant to the Indenture, the City shall provide a City Certificate to the Trustee to transfer to the Rebate Fund, prior to any other transfer described in this paragraph, the full amount of Rebtable Arbitrage owed by the City, as further described in the Indenture. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay other costs of the Improvement Area #2 Improvements, (ii) pay other costs permitted by the PID Act, or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in the Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund as provided in the Indenture, there are insufficient funds to make the payments provided in the preceding paragraph above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds pursuant the Indenture promptly after deposit of such amounts into the Pledged Revenue Fund.

Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture.

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in the Indenture as directed by the City in a City Certificate.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency.

Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

If, after the foregoing transfers and any transfer from the Reserve Fund as provided in the Indenture, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on **[March 1, 2023 and September 1, 2023]**. Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund, or if the Improvement Area #2 Bond Improvement Account of the Project Fund has been closed as provided in the Indenture, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes specified in the Indenture. Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund to pay Improvement Area #2 Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment or Certificate for Payment – Developer Improvement Account, respectively. The funds from the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment or Certificate for Payment – Developer Improvement Account, respectively, for Improvement Area #2 Improvements as described in the Reimbursement Agreement.

Except as provided in the succeeding paragraphs below, money on deposit in the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be used solely to pay Improvement Area #2 Improvements. The Trustee shall first pay Improvement Area #2 Improvements from funds on deposit in the Improvement Area #2 Bond Improvement Account. After all amounts have been disbursed from the Improvement Area #2 Bond Improvement Account, the Trustee shall pay Improvement Area #2 Improvements from funds in the Improvement Area #2 Developer Improvement Account upon receipt by the Trustee of a properly executed and completed Certificate for Payment – Developer Improvement Account.

If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2 Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture as directed by the City Representative in a City Certificate filed with the Trustee, and the identified amounts on deposit in the Improvement Area #2 Developer Improvement Account shall be transferred and released to the Developer, or to the Developer's successors and assigns or designees pursuant to the Indenture. Upon such transfer, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

In making any determination pursuant from the Project Fund pursuant to the Indenture, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

Upon the filing of a City Certificate stating that all Improvement Area #2 Improvements have been completed and that all Improvement Area #2 Improvements have been paid, or that any Improvement Area #2 Improvements are not required to be paid from the Project Fund pursuant to a Certificate for Payment or a Certificate for Payment – Developer Improvement Account, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2 Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture as directed by the City Representative in a City Certificate filed with the Trustee, and the amounts on deposit in the Improvement Area #2 Developer Improvement Account shall be transferred and released to the Developer, or to the Developer's successors and assigns or designees pursuant to the Indenture. Upon such transfer, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

Any amounts in the Improvement Area #2 Developer Improvement Account to be transferred and released pursuant to the Indenture shall be irrevocably and unconditionally transferred and released to the Developer, or to the Developer's successors and assigns or designees as identified in a written notice from the Developer to the Trustee and the City. The City and the Trustee shall solely and conclusively rely as to payment of amounts released from the Improvement Area #2 Developer Improvement Account on any such written notice from the Developer as to their successors and assigns or designees. The City shall provide written notice of the release to the Trustee and Developer, or to the Developer's successors and assigns or designees, and the amount payable to the Developer, or its successors and assigns or designees.

Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund and used to pay Improvement Area #2 Improvements or to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

In the event the Developer has not completed the Improvement Area #2 Improvements by December 30, 2027, then the City shall provide written direction to the Trustee to (i) transfer all funds on deposit in the Improvement Area #2 Bond Improvement Account to the Redemption Fund to redeem Bonds pursuant to the Indenture, and (ii) transfer and release amounts on deposit in the Improvement Area #2 Developer Improvement Account to the Developer, or to the Developer's successors and assigns or designees pursuant to the Indenture. Upon such transfers, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

Reserve Fund (Reserve Account and Delinquency and Prepayment Account)

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund, held by the Trustee for the benefit of the Bonds, and initially funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be the least of (i) Maximum Annual Debt Service on the Bonds as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of their date of issuance, and (iii) 10% of the proceeds of the Bonds, however, that such amount shall be reduced by the amount of any transfers made to the Redemption Fund as a result of Prepayments; and provided further that as a result of (1) a mandatory sinking fund redemption, (2) an optional redemption or (3) an extraordinary optional redemption, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of issuance of the Bonds, the Reserve Account Requirement is \$_____.

The City will agree with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in the Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 1 of each year, commencing March 1, 2023, an amount the City confirms to the Trustee is equal to the Additional Interest until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the

Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In transferring the amounts pursuant to the Indenture, the Trustee may conclusively rely on a City Certificate (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Certificate directing that a different amount be used. Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds. The Additional Interest shall continue to be collected and deposited pursuant to the Indenture until the Bonds are no longer Outstanding, but only in the event the Delinquency and Prepayment Reserve Account is less than the Delinquency and Prepayment Reserve Requirement. "Delinquency and Prepayment Reserve Requirement" means an amount equal to [5.5]% of the principal amount of the Outstanding Bonds to be funded from the Additional Interest deposited to the Pledged Revenue Fund and transferred to the Delinquency and Prepayment Reserve Account.

Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to the Indenture, the Trustee, pursuant to a City Certificate, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$5,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Improvement Area #2 Bond Improvement Account of the Project Fund to pay Improvement Area #2 Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iv) to the Redemption Fund to be applied to the redemption of Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture. In the event that the Trustee does not receive a City Certificate directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to the Indenture and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with the Indenture.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Administrative Fund

The City has created under the Indenture an Administrative Fund held by the Trustee. Periodically, upon receipt thereof, the City shall transfer to the Trustee, for deposit to the Administrative Fund, the portion of the Annual Installment of Assessments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs as set forth in the Service and Assessment Plan. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of the Annual Collection Costs and Delinquent Collection Costs. See “APPENDIX B — Form of Service and Assessment Plan.”

THE ADMINISTRATIVE FUND IS NOT PART OF THE TRUST ESTATE AND IS NOT SECURITY FOR THE BONDS.

Defeasance

Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding within the meaning of the Indenture (a “Defeased Debt”), when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, or otherwise), either (i) shall have been made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- i. The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- ii. The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;
- iii. Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give notice in its discretion and which shall give such notice at the written request of the Owners of not less than 51% in principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and
- iv. The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

The Trustee shall not be charged with knowledge of (a) any events or other information, or (b) any default under the Indenture or any other agreement unless a responsible officer of the Trustee shall have actual knowledge thereof.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding under the Indenture shall proceed to protect and enforce the rights of the Owners under

the Indenture by action seeking mandamus or by other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief to the extent permitted by Applicable Laws including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, or in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing or of which the Trustee is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than 51% in aggregate Outstanding principal amount of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in the Indenture, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers granted in the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth in the Indenture shall, at the option of the Trustee as advised by its counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy under the Indenture.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the

maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds, Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

- i. FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
- ii. SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to the provisions above within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund or Account established pursuant to the Indenture, other than the Reserve Fund, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and

profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Against Encumbrances

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Additional Obligations

The City reserves the right, subject to the provisions contained in the Indenture, to issue Other Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate, or any portion thereof.

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority thereof might or could be lost or impaired.

Notwithstanding any contrary provision of the Indenture, the City shall not issue additional bonds, notes or other obligations under the Indenture, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Indenture, other than Refunding Bonds and subordinate lien obligations permitted thereunder. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State. In addition, the City reserves the right to issue Additional Obligations as described below, which Additional Obligations will not be secured by the Trust Estate.

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SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds and contributions of funds from the Developer:

Sources of Funds:

Principal Amount	\$
Developer Advancement of Funds ⁽¹⁾	
Total Sources	\$

Uses of Funds:

Deposit to Improvement Area #2 Bond Improvement Account of the Project Fund	\$
Deposit to Improvement Area #2 Developer Improvement Account of Project Fund ⁽¹⁾	
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of the Reserve Fund	
Deposit to Administrative Fund	
Costs of Issuance	
Underwriter's Discount ⁽²⁾	
Total Uses	\$

⁽¹⁾ Represents approximate amount of the Developer's advancement of funds at delivery of the Bonds, if any, to pay for a portion of the costs of the Improvement Area #2 Improvements. Such amount to be paid to the Developer in the future pursuant to the Reimbursement Agreement.

⁽²⁾ Includes Underwriter's Counsel's fee of \$_____.

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DEBT SERVICE REQUIREMENTS*

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
Total			

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* Preliminary; subject to change.

OVERLAPPING TAXES AND DEBT

The land within Improvement Area #2 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments levied by the City. In addition to the Assessments, the City levied the Major Improvement Area Assessments on assessable property within the Major Improvement Area of the District, which includes Improvement Area #2 of the District, pursuant to a separate assessment ordinance previously adopted by the City Council to finance the costs of the Major Improvement Area Improvements.

In addition to the Assessments described above, the Developer anticipates that each lot owner in Improvement Area #2 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association in the amount of \$900.00 annually (the "HOA"), which HOA has been formed by the Developer. In addition to the City, Collin County, Texas, the Collin County Community College District, and the Anna Independent School District may each levy ad valorem taxes upon land in Improvement Area #2 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #2 of the District. The District is located within the boundaries of the City and the Anna Independent School District, and within Collin County, Texas.

<u>Taxing Entity</u>	<u>Tax Year 2022 Ad Valorem Tax Rate⁽¹⁾</u>
The City	\$0.539750
Collin County, Texas	0.152443
Collin County Community College District	0.081220
Anna Independent School District	<u>1.442900</u>
Total Existing Tax Rate	<u>\$ 2.216313</u>
Estimated Average Annual Installment of the Major Improvement Area Assessments in Improvement Area #2 of the District as tax rate equivalent	<u>\$0.109043</u>
Estimated Average Annual Installment of Assessments in Improvement Area #2 as tax rate equivalent⁽²⁾	<u>\$0.550108</u>
Net Estimated Total Tax Rate and Average Annual Installment in Improvement Area #2 of the District as tax rate equivalent	<u>\$2.875464</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in taxable assessed value.

⁽²⁾ Source: P3Works, LLC. Derived from information presented in the Service and Assessment Plan. Includes Assessments initially levied for payment of the Bonds. *Preliminary, subject to change.*

Source: Collin Central Appraisal District and the City.

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As noted above, Improvement Area #2 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #2 of the District, as of November 1, 2022, and City debt secured by the Assessments:

<u>Taxing or Assessing Entity</u>	<u>Gross Outstanding Debt as of 11/1/2022</u>	<u>Estimated Percentage Applicable⁽¹⁾</u>	<u>Direct and Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds) ⁽²⁾	\$10,300,000	100.000%	\$10,300,000
The City (Ad Valorem Taxes)	149,903,000	%	
Collin County, Texas	543,645,000	%	
Collin County Community College District	498,565,000	%	
Anna Independent School District	<u>224,477,991</u>	%	
TOTAL	<u>\$1,426,890,991</u>		\$

⁽¹⁾ Based on the Appraisal for Improvement Area #2 of the District and on the Tax Year 2022 Net Taxable Assessed Valuations for the taxing entities.

⁽²⁾ Preliminary, subject to change.

Sources: Collin Central Appraisal District and Municipal Advisory Council of Texas

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. All of the property in Improvement Area #2 of the District is currently subject to an agricultural use valuation with respect to its ad valorem taxes. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. The Developer expects to terminate the agricultural valuation in Improvement Area #2 of the District in 2023.

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous 3 years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the land owner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the land owner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the land owner would only be responsible for rollback taxes on that portion of the land for which use changed and not for the entire tract.

It is expected that rollback taxes will be paid by the Developer or purchasers from the Developer during development of Improvement Area #2 of the District and prior to purchase of parcels or lots by homeowners.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #2 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #2 Improvements and the land within Improvement Area #2 of the District to be subject to Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), which Assessment Roll will show the land within Improvement Area #2 of the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Roll will be filed with the City Secretary and made available for public inspection. Statutory notice was given to the

owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #2 Improvements and funding a portion of the same with Assessments. The City expects to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance. After such adoption, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the Costs of the Improvement Area #2 Improvements may be assessed by the City against the assessable property in Improvement Area #2 of the District so long as the special benefit conferred upon the assessed property in Improvement Area #2 (the “Assessed Property”) by the Improvement Area #2 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #2 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within the District, including land in Improvement Area #2, is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Improvement Area #2 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #2 Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #2 Improvements are being funded with proceeds of the Bonds, which are payable from Pledged Revenues, including the Assessment Revenues, and secured by the Trust Estate. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs (as defined in the Service and Assessment Plan) associated with the Improvement Area #2 Improvements will be allocated to the Assessed Property by spreading the entire Assessment across all Assessed Property within Improvement Area #2 of the District on the ratio of estimated build-out value of each Parcel in Improvement Area #2 to the estimated build-out value for all Parcels within Improvement Area #2 of the District.

The following table provides additional analysis with respect to assessment methodology, including the value to assessment burden ratio per unit (lot), equivalent tax rate per unit, and leverage per unit related to the Assessments and the Major Improvement Area Assessments applicable to Improvement Area #2. The information in the tables was obtained from and calculated using information provided in the Service and Assessment Plan. See “APPENDIX B — Service and Assessment Plan.”

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**LIEN TO VALUE ANALYSIS, ASSESSMENT ALLOCATION, MAJOR IMPROVEMENT AREA ASSESSMENT ALLOCATION, EQUIVALENT TAX RATE AND LEVERAGE
PER UNIT IN IMPROVEMENT AREA #2 OF THE DISTRICT***

Lot type	Planned No. of Units	Estimated Finished Lot Value per unit⁽¹⁾	Projected Average Home Value per unit⁽²⁾	Assessment per unit⁽³⁾	Major Improvement Area Assessment per unit	Total Assessment per unit	Average Annual Installment of Total Assessment per unit⁽³⁾	Tax Rate Equivalent of Average Annual Installment of Total Assessment (per \$100 lot Value)^{(1), (3)}	Tax Rate Equivalent of Average Annual Installment of Total Assessment (per \$100 Home Value)⁽³⁾	Estimated Ratio of Estimated Lot Value to Assessment Applicable to the Bonds^{(1), (3)}	Ratio of Projected Average Home Value to Total Assessment⁽³⁾
40'	44	\$52,000	\$375,000	\$25,053	\$4,297	\$29,350	\$2,471.81	\$4.7535	\$0.6592	1.77	12.78
50'	223	\$65,000	\$425,000	\$28,393	\$4,870	\$33,263	\$2,801.39	\$4.3098	\$0.6592	1.95	12.78
70'	32	\$91,000	\$550,000	\$36,744	\$6,303	\$43,047	\$3,625.33	\$3.9839	\$0.6592	2.11	12.78
80'	27	\$104,000	\$600,000	\$40,084	\$6,876	\$46,960	\$3,954.90	\$3.8028	\$0.6592	2.21	12.78
90'	14	\$117,000	\$650,000	\$43,425	\$7,448	\$50,873	\$4,284.48	\$3.6619	\$0.6592	2.30	12.78

⁽¹⁾ Values provided by the Developer, which may differ from contract price for lots under the Lot Purchase and Sale Agreement. See "THE DEVELOPMENT—Merchant Builder Lot Purchase and Sale Agreements in Improvement Area #2."

⁽²⁾ Developer estimates.

⁽³⁾ Preliminary; subject to change.

Source: P3Works, LLC and information presented in the Service and Assessment Plan

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The estimated aggregate retail value of the assessable property in Improvement Area #2 of the District as described in the Appraisal (as defined herein), subject to the limiting conditions therein, is approximately \$ [REDACTED]. The ratio of the lien for the Assessments for the Bonds to the aggregate retail value of the assessable property based on the Appraisal is [REDACTED]*. See “THE DEVELOPMENT — Development Plan” for further information regarding the expected completion of the development within Improvement Area #2 of the District, and “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT.”

For further explanation of the Assessment methodology, see “APPENDIX B — Form of Service and Assessment Plan.”

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on parcels similarly situated within Improvement Area #2 of the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

In the Indenture, the City will covenant in to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be

* Preliminary; subject to change.

required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the City's Continuing Disclosure Agreement set forth in APPENDIX D-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment <u>Received</u>	Cumulative <u>Penalty</u>	Cumulative <u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments will be established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Assessed Property consisting of the annual payment allocable to the Bonds and the Improvement Area #2 Improvements for each Assessed Property, which amount includes (i) the Additional Interest and (ii) the annual payment allocable to Annual Collection Costs. The Annual Installments for the Assessments may not exceed the amounts shown on the Assessment Roll. The Assessments will be levied against the parcels comprising the Assessed Property as indicated on the Assessment Roll. See "APPENDIX B — Form of Service and Assessment Plan" and "APPENDIX F — Form of Funding and Reimbursement Agreement."

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds (which amount will include Additional Interest) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

If the debt service on issued and outstanding Improvement Area #2 Bonds is reduced as the result of an economic refunding of the Bonds, the Prepayment of the Assessments, or the redemption of the Bonds, then there would be a corresponding reduction in the Assessments and the Annual Installments. See "APPENDIX B – Form of Service and Assessment Plan." In such case, the reduced Assessment and Annual Installment, as shown on the Assessment Roll for Improvement Area #2, shall be reflected in the next Annual Service Plan Update and approved by City Council.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Parcels consisting of the Assessed Property based on the ratio of estimated build-out value of each Parcel in Improvement Area #2 to estimated build-out value of all Parcels in Improvement Area #2.

Division Prior to Recording of Subdivision Plat. Upon the division of any Assessed Property prior to the recording of a subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Subdivision by a Recorded Subdivision Plat. Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Consolidation. If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Maximum Assessment. For Notwithstanding the foregoing, the Service and Assessment Plan establishes a “Maximum Assessment” for each Lot Type in Improvement Area #2 of the District, which Maximum Assessment is currently calculated at \$29,350 for the 40’ lots, \$33,263 for the 50’ lots, \$43,047 for the 70’ lots, \$46,960 for the 80’ lots and \$50,873 for the 90’ lots in Improvement Area #2, which amounts are inclusive of the Assessments and the Major Improvement Area Assessments applicable to Improvement Area #2. See “APPENDIX B — Form of Service and Assessment Plan.”

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type exceeding the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay, as a mandatory prepayment of the Assessment, to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat.

In addition, if the Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

For further information about apportionment of the Assessments, See “APPENDIX B — Form of Service and Assessment Plan.”

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any Assessed Property, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Assessment on the corresponding Assessed Parcel.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX A – Form of Indenture." See also "APPENDIX D-1 – Form of City Disclosure Agreement" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City creates the Prepayment and Delinquency Reserve Account under the Reserve Fund and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If funds in the Administrative Fund are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS – Reserve Fund (Reserve Account and Delinquency and Prepayment Account)," "APPENDIX A – Form of Indenture" and "APPENDIX B – Form of Service and Assessment Plan."

ASSESSMENT AND COLLECTION DATA FOR THE DISTRICT

Collection and Delinquency History in Improvement Area #1 of the District

THE FOLLOWING SECTION SETS FORTH, FOR INFORMATIONAL PURPOSES ONLY, INFORMATION REGARDING COLLECTION HISTORY FOR IMPROVEMENT AREA #1 OF THE

DISTRICT RELATING TO THE IMPROVEMENT AREA #1 ASSESSMENTS LEVIED WITHIN IMPROVEMENT AREA #1. THE IMPROVEMENT AREA #1 ASSESSMENTS ARE NOT PLEDGED TO AND WILL NOT BE AVAILABLE FOR PAYMENT OF THE BONDS. No assurances can be made that collection of the Assessments will reflect the historical collection of assessments levied in Improvement Area #1 of the District.

The following table shows the collection and delinquency history of the Improvement Area #1 Assessments in Improvement Area #1 of the District:

COLLECTION AND DELINQUENCY HISTORY OF IMPROVEMENT AREA #1 ASSESSMENTS

Fiscal Year Ending 9/30	Tax Year Billed	Assessment Levied	Delinquent Amount as of 3/1 (following year)	Delinquent Percentage as of 3/1 (following year)	Delinquent Amount as of 9/1 (following year)	Delinquent Percentage as of 9/1 (following year)	Assessments Collected⁽¹⁾
2020	2019	\$66,875.00	\$-	0%	\$-	0%	\$66,875.00
2021	2020	\$658,464.70	\$-	0%	\$-	0%	\$658,464.70
2022	2021	\$648,267.95	\$12,832.28	2%	\$-	0%	\$648,267.95
2023	2022	\$638,566.03	N/A	N/A	N/A	N/A	N/A

⁽¹⁾ Information as of October 31, 2022.

⁽²⁾ Does not include interest and penalties.

Source: Information from P3Works based upon Collin County Tax Assessor and Collectors' records.

Foreclosure History of Improvement Area #1 Assessments

As of October 31, 2022, there has never been a foreclosure sale of any of the Assessed Property within Improvement Area #1 of the District for non-payment of Improvement Area #1 Assessments.

Prepayment History of Improvement Area #1 Assessments

As of October 31, 2022, there has been two prepayments of the Improvement Area #1 Assessments in Improvement Area #1 of the District.

As of October 31, 2022, there has been one partial prepayment of the Improvement Area #1 Assessments in Improvement Area #1 of the District.

Collection and Delinquency History of Major Improvement Area Assessments

THE FOLLOWING SECTION SETS FORTH, FOR INFORMATIONAL PURPOSES ONLY, INFORMATION REGARDING COLLECTION HISTORY FOR THE PORTION OF THE MAJOR IMPROVEMENT AREA ASSESSMENTS LEVIED IN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT TO SUPPORT THE MAJOR IMPROVEMENT AREA BONDS. THE MAJOR IMPROVEMENT AREA ASSESSMENTS ARE NOT PLEDGED TO AND WILL NOT BE AVAILABLE FOR PAYMENT OF THE BONDS. No assurances can be made that collection of the Assessments will reflect the historical collection of the Major Improvement Area Assessments.

The following table shows the collection and delinquency history of the Major Improvement Area Assessments in the Major Improvement Area of the District:

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COLLECTION AND DELINQUENCY HISTORY OF THE MAJOR IMPROVEMENT AREA ASSESSMENTS

Fiscal Year Ending 9/30	Tax Year Billed	Assessment Levied	Delinquent Amount as of 3/1 (following year)	Delinquent Percentage as of 3/1 (following year)	Delinquent Amount as of 9/1 (following year)	Delinquent Percentage as of 9/1 (following year)	Assessments Collected⁽¹⁾
2020	2019	\$47,675.01	\$-	0%	\$-	0%	\$47,675.01
2021	2020	\$117,972.80	\$-	0%	\$-	0%	\$117,972.80
2022	2021	\$330,033.79	\$-	0%	\$-	0%	\$330,033.79
2023	2022	\$330,727.63	N/A	N/A	N/A	N/A	N/A

⁽¹⁾ Information as of October 31, 2022.

⁽²⁾ Does not include interest and penalties.

Source: Information from P3Works based upon Collin County Tax Assessor and Collectors' records.

Foreclosure History

As of October 31, 2022, there has never been a foreclosure sale of any of the Assessed Property within the Major Improvement Area of the District for non-payment of Major Improvement Area Assessments in the Major Improvement Area.

Prepayment History of Major Improvement Area Assessments

As of October 31, 2022, there have been no prepayments of the Major Improvement Area Assessments in the Major Improvement Area of the District.

THE CITY

Background

The City is located in north central Collin County, 40 miles north of Dallas and 12 miles northwest of the City of McKinney. Access to the City is provided by State Highway 121, State Highway 5, US-75, and Farm Road 455. The City covers approximately 15 square miles. The City sits approximately 14 miles north of the City of McKinney, Texas, 28 miles northeast of the City of Frisco, Texas, and 46 miles northeast of the City of Dallas, Texas. The City is approximately 46 miles northeast of Dallas Love Field and 47 miles northeast of Dallas-Fort Worth International Airport. Some of the services that the City provides are: public safety (police and fire protection), streets, water and sanitary sewer utilities, planning and zoning, and general administrative services. The 2020 Census population for the City was 16,896, while the current estimated population is 20,243.

City Government

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in 1913, and first adopted its Home Rule Charter on May 7, 2005. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Councilmembers elected for staggered three year terms. The City Manager is the Chief Administrative Officer for the City. The current members of the City Council and principal administrators of the City are listed on page ii hereof.

Major Employers

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
Anna Independent School District	Education	543
Walmart	Retail	270
Pate Rehab	Medical	162

City of Anna	Municipal Government	102
Brookshire's	Grocery Store	85
Bronco Manufacturing	Machine Shop	51
Loves Travel Stop	Retail	45
Hurricane Creek Country Club	Country Club	45
McDonald's	Restaurant	40
Tri-Country Vet	Vet Clinic	31

Source: Municipal Advisory Council of Texas

Historical Employment in Collin County⁽¹⁾

	Average Annual				
	2022 ⁽²⁾	2021	2020	2019	2018
Civilian Labor Force	626,815	599,164	575,879	565,064	546,135
Total Employed	608,190	573,302	539,871	547,629	527,817
Total Unemployed	18,625	25,862	36,008	17,435	18,318
Unemployment Rate	3.0%	4.3%	6.3%	3.1%	3.4%

⁽¹⁾ Source: Texas Workforce Commission.

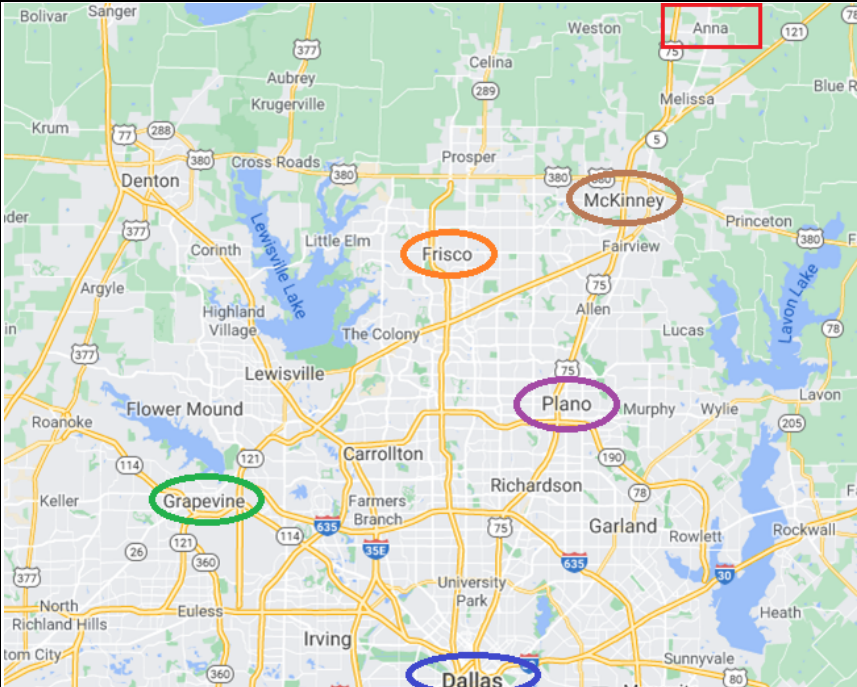
⁽²⁾ Data through September 2022.

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Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of McKinney		City of Frisco		City of Plano	
Approximately 14 miles from the City		Approximately 28 miles from the City		Approximately 27 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
Raytheon Space & Airborne Systems	3,096	Frisco ISD	7,442	Capital One Finance	5,023
McKinney ISD	2,800	City of Frisco	1,628	JP Morgan Chase	4,988
Torchmark/United American	1,640	T-Mobile USA	1,000	Toyota Motor North America, Inc.,	3,815
City of McKinney	1,369	Mario Sincola & Sons Excavating	800	Liberty Mutual Insurance Company	2,652
Encore Wire Corp.	1,350	Conifer	615	Ericsson	2,545
Collin College	852	Baylor Medical Center	460	AT&T Foundry	2,500
Baylor Medical Center	700	Fiserv	460	PepsiCo	1,881
Medical City of McKinney	670	IKEA Frisco	423	NTT Data, Inc.	1,794
Timber Blinds	350	UT Southwestern/Tx Health Hosp.	415	Frito-Lay	1,712
Watson & Chalin	350	Baylor Scott White/Centennial Hosp	400	FedEx Office	1,186



City of Grapevine	
Approximately 49 miles from the City	
Employer	Employees
Dallas/Ft Worth International Airport	14,300
Gaylord Texan Resort & Convention Center	2,000
Grapevine-Colleyville ISD	1,900
City of Grapevine	700
Great Wolf Lodge	600
Kubota Tractor Corp	500
Pavestone Mfg.	400
Classic Chevrolet Grapevine	300
Bfvt Motors Inc.	300
American Warranty Svc	300

City of Dallas	
Approximately 46 miles from the City	
Employer	Employees
Texas Instruments	11,527
Baylor University Medical Center	9,671
AT&T Inc.	8,100
Southwest Airlines	7,859
Texas Health Presbyterian Hospital Dallas	6,501
TXU	5,500
Match Group	4,800
ClubCorp USA Inc.	4,634
Children's Medical Center of Dallas	4,487
Walmart Store	4,205

Source: Municipal Advisory Council of Texas

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by the Creation Resolution for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #2 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property being developed. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page v hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #2 Improvements. See "IMPROVEMENT AREA #2 IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain road, water, wastewater, and drainage public improvements within Improvement Area #2 of the District comprising the Improvement Area #2 Improvements and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX B — Form of Service and Assessment Plan."

THE IMPROVEMENT AREA #2 IMPROVEMENTS

General

The Improvement Area #2 Improvements consist of certain infrastructure benefitting only Improvement Area #2 of the District. A portion of the costs of construction of the Improvement Area #2 Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Improvement Area #2 Improvements will be paid by the Developer. See "SOURCES AND USES OF FUNDS." The Improvement Area #2 Improvements will be dedicated to the City. The Developer is responsible for the completion of the construction, acquisition or purchase of the Improvement Area #2 Improvements, and the Developer or its designee will act as construction manager. The City will pay project costs for the Improvement Area #2 Improvements from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Improvement Area #2 Improvements and be reimbursed in accordance with the Indenture and the Funding and Reimbursement Agreement. See "THE DEVELOPMENT – Development Plan".

Improvement Area #2 Improvements. The Improvement Area #2 Improvements, a portion of which are being financed with proceeds of the Bonds, include road, water, wastewater, and storm drainage improvements benefitting only Improvement Area #2 of the District, as described below.

Street improvements: The street improvements within Improvement Area #2 of the District include subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2. All street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water improvements: The water improvements within Improvement Area #2 of the District include trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #2. The water improvements will provide water service to each Lot within Improvement Area #2. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Wastewater improvements: The sanitary sewer improvements within Improvement Area #2 of the District include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the

necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #2. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage improvements: The storm drainage improvements within Improvement Area #2 of the District include earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm drainage improvements will provide storm drainage to each Lot within Improvement Area #2. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft Costs: Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

The cost of the Improvement Area #2 Improvements is expected to be approximately \$10,712,158.* A portion of such costs in the amount of \$10,300,000* is expected to be paid with proceeds of the Bonds. At delivery of the Bonds, the Developer expects to advance the Developer Deposit in the approximate amount of \$412,158* in order to pay for a portion of the costs of the Improvement Area #2 Improvements, which shall not be reimbursed to the Developer. See “SOURCES AND USES OF FUNDS”. As of October 31, 2022, the Developer had expended approximately \$2,630,000 on construction of the Improvement Area #2 Improvements, which costs were funded with the Development Loan and builder earnest money. See “THE DEVELOPMENT – Status of Development in Improvement Area #2” and “– Merchant Builder Lot Purchase and Sale Agreements in Improvement Area #2” and “THE DEVELOPER – History and Financing of the District.”

The following table reflects the total expected costs of the Improvement Area #2 Improvements.

<u>Type of Improvement</u>	<u>Costs*</u>
Street Improvements	\$2,567,570
Water	1,101,249
Wastewater	1,223,558
Storm Drainage	776,994
Soft Costs	<u>2,671,437</u>
Subtotal	<u>\$8,340,808</u>
Bond Issuance Costs	\$2,371,350
Total Cost of Improvement Area #2 Improvements	<u>\$10,712,158</u>

Ownership and Maintenance of Improvement Area #2 Improvements; Private Improvements

Improvement Area #2 Improvements. The Improvement Area #2 Improvements will be dedicated to and accepted by the City and will constitute a portion of the City’s infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Improvement Area #2 Improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

Private Improvements. In addition to the Improvement Area #2 Improvements, the Developer plans to construct certain private improvements over a period of six years consisting of retaining walls and grading and miscellaneous items related thereto, an amenity center, earthwork, and a trail system to serve the entire District (collectively, the “Private Improvements”) at an approximate cost of \$3,042,769*. The costs of the Private Improvements will be paid entirely by the Developer without reimbursement by the City from the Development Loan and loans the Developer has previously obtained for Improvement Area #1.

The Private Improvements will be dedicated to and accepted by the HOA. The HOA will provide for the ongoing operation, maintenance and repair of such private improvements through the administration of a maintenance and operation fee and/or a property owner's association fee to be paid by each lot owner within the District.

THE DEVELOPMENT AGREEMENT

Summary of the Development Agreement

The Development Agreement sets forth certain agreements between the City and the Developer relating to the development of all property within the District, including the Developer's and the City's respective contributions to the Development, and agreements relating to the TIRZ (as defined herein) and the issuance of public improvement district bonds for development in the District.

Under the Development Agreement, the Developer is obligated to:

- Pay to the City its established "City PID Fee" in the amount of \$3,400 per single-family lot, or approximately \$2,223,600 in total;
- Fund and construct all water, road, and sanitary sewer improvements required to serve the District not funded by the City pursuant to the Development Agreement;
- Prior to the recording of a final plat, complete the Offsite Sanitary Sewer Facilities (consisting of any and all offsite connection lines to the City's regional sewer line) and the Oversized Sanitary Sewer Facilities (consisting of the over-sized onsite sanitary sewer main lines as described in the Development Agreement) in accordance with design/construction plans to be approved by the City;
- Construct a minimum twelve (12) inch diameter water line estimated to cost \$329,007 and known as the "Standridge oversized waterline improvements" and the estimated \$24,617 FM 455 water improvements, which water lines shall be reimbursable to the Developer as a qualified "TIRZ projects";
- Prior to recording a final plat with the Collin County Clerk's Office for the first phase of the Development, but not later than March 31, 2021, complete the construction of all of the Phase 1 offsite roadway facilities consisting of four lanes of roadway; provided that with respect to the two northbound lanes of such offsite roadway facilities (the "Northbound Offsite Lanes"), the Developer shall have a deadline of one year from the Effective Date of the Development Agreement to commence construction of the Northbound Offsite Lanes and a deadline of two years after the Effective Date of the Development Agreement to complete construction of the Northbound Offsite Lanes (collectively, the "Northbound Offsite Lanes Deadlines"), which deadlines have been met by the Developer. **If the Developer meets the Northbound Offsite Lanes Deadlines, the Developer was eligible for reimbursement of \$366,943 from roadway impact fees collected in the District [DEVELOPER CONFIRMING IF SUCH REIMBURSEMENT HAS BEEN PAID];**
- Prior to recording a final plat with the Collin County Clerk's Office for the first phase of the Development, but not later than March 31, 2021, complete the construction of the onsite and offsite portion of Phase 1 of the Collector "B" Roadway Improvements, which deadline has been met by the Developer;
- Prior to recording a final plat with the Collin County Clerk's Office for the second phase of the Development, but not later than March 31, 2023 complete the construction of the Phase 2 of the Collector "B" Roadway Improvements;

- Prior to recording a final plat with the Collin County Clerk's Office for the fourth phase of the Development, but not later than March 31, 2027 complete the construction of the Collector "D" roadway improvements;
- Prior to recording a final plat in the Land Recordings with the Collin County Clerk's Office for the first (1st) phase of the Development, Developer shall complete in a good and workmanlike manner construction of the Developer's proportionate share of the portion of Standridge Boulevard estimated to cost \$198,000, as such portion of Standridge Boulevard is depicted in the Development Agreement, which deadline has been met by the Developer;
- Within one year of the recording of the City's acceptance of the public improvements in Phase #1B of the Development, complete construction on the Amenity Center, which shall contain, at a minimum, a 4,000 sq. ft. primary building, a swimming pool, a sports court, a tennis court, a fitness room (with weight training equipment and cardiovascular exercise equipment), a kitchen, a meeting area, and restrooms;
- Within thirty (30) days of the recording of a final plat with the Collin County Clerk's Office for the first phase of the Development, dedicate approximately 2.4 acres of land to the City for use as a fire station/public safety facility, which dedication has occurred; and
- Within thirty (30) days of the City providing written notice to Developer requesting dedication, dedicate approximately 36.5 acres of land to the City for use as parkland, which dedication may be in separate parts upon different requests.

Under the Development Agreement, the City is obligated to: **[CITY TO CONFIRM COMPLIANCE WITH PROVISIONS BELOW]**

- Within two (2) years of the Effective Date of the Development Agreement, fund and construct the offsite Hurricane Creek Regional Trunk Sewer Improvements;
- Not later than the second anniversary of the Effective Date, fund and construct the segment for Collector "C" water improvements at an estimated cost of \$435,000 as outlined in the Development Agreement; and
- Not later than the third anniversary of the Effective Date, fund and construct the two lanes of Collector "C" (offsite only) roadway improvements at an estimated cost of \$909,000.

The Development Agreement also sets forth the City's commitment with respect to the use of funds generated by tax increment reinvestment zones formed within the District, including the TIRZ. The Development Agreement provides that the "Maximum TIRZ Contribution" is an amount estimated to be \$23,193,733, which amount is subject to a TIRZ par amount of \$10,270,000 plus 6.5% interest and administrative expenses, subject to adjustment as follows: The amount of the Maximum TIRZ Contribution shall be reduced by: (i) the amount that actual debt service and additional interest for delinquency and prepayment reserves on the PID Bonds (plus administrative expenses) issued to fund the first \$7,400,000 of Authorized Improvements; (ii) the amount of debt service of the PID Bonds or TIRZ Increments (as defined in the Development Agreement), to discharge or pay debt service on such PID Bonds; and (iii) the amount of any payments of assessments made by the City from funds other than PID Bond Assessment or TIRZ Increments.

In addition to the listed Authorized Improvements (as defined in the Development Agreement) in the Development Agreement, qualified public improvement projects such as roads, sewers, drainage, water, right-of-way and real estate acquisition projects (including the public safety property) totaling \$2,629,943.00 are included in the Maximum TIRZ Contribution and the Authorized Improvements to the extent not already included therein.

Improvement Area #1 TIRZ

The City has created “Tax Increment Reinvestment Zone No. 2, City of Anna, Texas” (the “TIRZ”) within the District which encompasses the boundaries of Improvement Area #1 of the District and intends to use annual tax increment revenues collected, which tax increment will consist of approximately 64.6% of all real property taxes levied, assessed and collected within the TIRZ on all real property in the TIRZ taxable by the City therein, to pay that portion of the costs of the infrastructure benefitting Improvement Area #1 of the District on a parcel-by-parcel basis. Such tax increment revenue, to the extent available, is expected to be used by the City to offset Improvement Area #1 Assessments used to pay principal of and interest on the Improvement Area #1 Bonds.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption “THE DEVELOPMENT” nor (ii) the information relating to the Developer’s plan for developing the land within the District (the “Development”) under the subcaption “BONDHOLDERS’ RISKS — Dependence Upon Developer” contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Overview

The Development encompasses approximately 368.2 acres to be developed by the Developer into a master planned project located within the city limits of the City, north of FM-455, west of US-75 at CR-368. The City, located in the north-central region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the “DFW MSA”), is poised for significant growth as the overall DFW MSA continues its growth trajectory. The Development sits approximately 12 miles north of the City of McKinney, Texas, 30 miles northeast of the City of Frisco, Texas, and 45 miles northeast of the City of Dallas, Texas. The Development is approximately 44.5 miles northeast of Dallas Love Field and 45 miles northeast of Dallas-Fort Worth International Airport.

The land within the Development is owned by the Developer, which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. (“Centurion”), as described below in “THE DEVELOPER — Description of the Developer.” See “THE DEVELOPER — History and Financing of the District”. In addition, the Development will include a variety of parks, trails, an amenity center and open space areas for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. Furthermore, the Development is located within the Anna Independent School District.

The Developer develops infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts.

Development Plan

The Developer’s plans consist of the development of the District in phases which began with the concurrent development of the major infrastructure to serve the entire District, as well as local infrastructure to serve Improvement Area #1 of the District, is continuing with development of local infrastructure to serve Improvement Area #2 of the District and will be followed by development of local infrastructure to serve Improvement Area #3 of the District. See THE DEVELOPMENT — Concept Plan,” “THE IMPROVEMENT AREA #2 IMPROVEMENTS” and “APPENDIX B — Form of Service and Assessment Plan.”

Proceeds of the Bonds will pay for a portion of the costs of the Improvement Area #2 Improvements. The Developer will finance the balance of the Improvement Area #2 Improvements not paid with proceeds of the Bonds through a Developer contribution. See “SOURCES AND USES OF FUNDS.”

The Developer expects to complete the Development in three phases over a six year period. Development in the District began in 2019 and the infrastructure serving the District is expected to be completed by Q4 2025. The Development is expected to consist of a total of 898 lots at build out, with a mix of 40', 50', 60', 70', 80' and 90' lots. Photographs of development in the District are attached hereto as APPENDIX G.

Update on Improvement Area #1

Development in Improvement Area #1 of the District consisted of the construction of the Improvement Area #1 Projects. The Developer was responsible for the construction of the Improvement Area #1 Projects and construction of such projects was completed in Q1 2021. All of the Improvement Area #1 Projects have been completed and dedicated to the City.

In connection with the development of the 220 lots in Improvement Area #1, the Developer entered into lot purchase contracts with Beazer (as defined herein), Mattamy (as defined herein) and Lennar (as defined herein). As of November 1, 2022, of the 220 lots in Improvement Area #1, all 220 lots have been closed to homebuilders, and approximately 126 homes have been completed in Improvement Area #1. The estimated average sale price of homes in Improvement Area #1 of the District is \$577,000 for homes on 70' lots, and \$610,000 for homes built on 80' lots.

The following table summarizes the status of home sales, construction and lot delivery in Improvement Area #1 of the District as of November 1, 2022.

STATUS OF HOMES IN IMPROVEMENT AREA #1							
Lot Type	Qty.	Average Lot Price	Average Home Price	Closed Lots	Under Construction	Completed Homes	Vacant Lots
70 ft.	143	\$68,250	\$577,000	143	63	79	1
80 ft.	77	\$78,000	\$610,000	77	25	47	5
	220			220	88	126	6

Status of Development in Improvement Area #2

Improvement Area #2 consists of approximately 69.1 acres and is expected to consist of 340 lots in a combination of 40', 50', 60', 70' and 80' sizes. Development in Improvement Area #2 of the District began with the portion of the Major Improvements benefitting Improvement Area #2. The Developer was responsible for the construction of such improvements. Construction of such projects was completed in Q1 2021. Construction of the Improvement Area #2 Improvements began in 1Q 2022. The Developer is responsible for construction of the Improvement Area #2 Improvements. Construction of the Improvement Area #2 Improvements is expected to be completed in Q1 2023. As of October 31, 2022, the Developer had expended approximately \$2,630,000 on construction of the Improvement Area #2 Improvements, which costs were funded with the Development Loan and builder earnest money. See "THE DEVELOPER – History and Financing of the District."

The land in Improvement Area #2 of the Development is owned by the Developer. All 340 lots in Improvement Area #2 of the District are under contract with homebuilders. To date, no lots have been delivered to such homebuilders in Improvement Area #2 of the District.

Merchant Builder Lot Purchase and Sale Agreements in Improvement Area #2

The Developer has entered into a Contract of Sale (the "Beazer Lot Purchase and Sale Agreement") with Beazer Homes Texas, L.P. ("Beazer") for 147 lots in Improvement Area #2 of the District. Pursuant to the Beazer Lot Purchase and Sale Agreement, Beazer deposited approximately \$1,515,000 in earnest money related to the lots Beazer expects to purchase in Improvement Area #2 of the District (the "Beazer Earnest Money"). The Beazer Earnest Money was released to the Developer and was used for payment of existing debt and construction costs. The Beazer Earnest Money is secured by a second lien deed of trust on certain property in Improvement Area #2 of the District. In addition, under the Beazer Lot Purchase and Sale Agreement, the Developer and Beazer have agreed that the aggregate levy of assessment on lots within Improvement Area #2 of the District being purchased by Beazer

will not exceed the principal amounts of: \$40,000 per 50' lot; \$42,000 per 70' lot; \$45,000 per 80' lot; and \$50,500 per 90' lot. **[DEVELOPER TO EVIDENCE OF AGREEMENT TO ASSESSMENT AMOUNTS PER SECTION 30(a) OF CONTRACT; CURRENT ASSESSMENT AMOUNTS EXCEED THESE FOR 70/80/90—TO BE CONFIRMED WITH NEW AMENDMENT]**

The Developer has entered into a Contract of Sale (the “Mattamy Lot Purchase and Sale Agreement”) with Mattamy Texas, LLC (as successor in interest to New Synergy, LLC) (“Mattamy”) for 76 lots in Improvement Area #2 of the District. Pursuant to the Mattamy Lot Purchase and Sale Agreement, Mattamy deposited approximately \$521,000 in earnest money related to the lots Mattamy expects to purchase in Improvement Area #2 of the District (the “Mattamy Earnest Money”). The Mattamy Earnest Money was released to the Developer and was used for payment of existing debt and construction costs. The Mattamy Earnest Money is secured by a second lien deed of trust on certain property in Improvement Area #2 of the District. In addition, under the Mattamy Lot Purchase and Sale Agreement, the Developer and Mattamy have agreed that the overall tax rate equivalent for a lot, after taking into account the Assessments and the Major Improvement Area Assessments will not exceed \$3.09 per lot. **[TO BE CONFIRMED THAT THIS TAX RATE IS NOT EXCEEDED WITH MI AND IA #2]**

The Developer has entered into a Purchase and Sale Agreement (the “Lennar Lot Purchase and Sale Agreement”) with Lennar Homes of Texas Land and Construction, Ltd. (“Lennar”) for 117 lots in Improvement Area #2 of the District. Pursuant to the Lennar Lot Purchase and Sale Agreement, Lennar deposited approximately \$4,750,000 in earnest money related to the lots Lennar expects to purchase in Improvement Area #2 of the District (the “Lennar Earnest Money”). The Lennar Earnest Money was released to the Developer and was used for payment of existing debt and construction costs. The Lennar Earnest Money is secured by a second lien deed of trust on certain property in Improvement Area #2 of the District. In addition, under the Lennar Lot Purchase and Sale Agreement, the Developer and Lennar have agreed that the overall tax rate equivalent for a lot, after taking into account the Assessments and the Major Improvement Area Assessments will not exceed \$3.09 per lot. **[TO BE CONFIRMED THAT THIS TAX RATE IS NOT EXCEEDED WITH MI AND IA #2]**

The following table provides a summary of the takedown schedule for the Lot Purchase and Sale Agreements in Improvement Area #2 of the District.

LOT PURCHASE AND SALE AGREEMENTS IN IMPROVEMENT AREA #2 OF THE DISTRICT

Homebuilder	Total Lots	Base Price per lot*		Lots per Takedown
Beazer	100	50' lots	\$57,000	15 x 50' and 7 x 70'-90' lots (combined) at initial closing; 15 x 50' lots and 7 x 70'-90' lots (combined) each 90 days thereafter
	20	70' Lots	\$79,000	
	18	80' lots	\$90,000	
	9	90' lots	\$101,000	
Mattamy	50	50' lots	\$60,000	10 lots at initial closing (of which at least 6 are 50' lots); 10 lots (of which at least 6 are 50' lots) 120 days later; 10 lots (of which at least 6 are 50' lots) each 90 days thereafter
	12	70' Lots	\$77,000	
	9	80' lots	\$88,000	
	5	90' lots	\$99,000	
Lennar	44	40' lots	\$48,000	8 x 40' lots and 15 x 50' lots at initial closing; 8 x 40' lots and 15 x 50' lots 120 days later; 8 x 40' lots and 15 x 50' lots each 90 days thereafter
	73	50' lots	\$60,000	
TOTAL 340				

* Base lot price excludes 6% annual escalator and (i) \$2,000 Development/Amendment Fee per lot payable by Mattamy and Lennar and (ii) \$3,400 PID Fee payable by Mattamy, Beazer and Lennar.

Expected Build-Out of the District

The Developer expects to complete the Development in three phases over a six year period. The following tables provide the Developer's expected build-out schedule of the District and absorption schedule of lots for the District.

<u>Improvement Area</u>	<u>Single-Family Lots</u>	<u>Expected Local Infrastructure Start Date</u>	<u>Expected Local Infrastructure Completion Date</u>	<u>Expected Final Lot Sale Date</u>
1	220	2Q 2019	1Q 2021	3Q 2022
2	340	1Q 2022	2Q 2023	1Q 2026
3	338	3Q 2024	4Q 2025	3Q 2028

The Developer's current expectations regarding estimated home prices in the District are as follows:

ESTIMATED HOME PRICES

<u>Improvement Area</u>	<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Base Lot Price*</u>	<u>Average Base Home Price⁺</u>
1	70	143	\$80,000	\$600,000
1	80	77	\$70,000	\$550,000
2	40	44	\$48,000	\$375,000
2	50	223	\$57,000	\$425,000
2	70	32	\$77,000	\$550,000
2	80	27	\$88,000	\$600,000
2	90	14	\$99,000	\$650,000
3	40	46	\$52,000	\$400,000
3	50	247	\$65,000	\$450,000
3	60	45	\$78,000	\$500,000

* Excludes \$500 per lot Marketing fee and \$1,500 per lot Amenity fee.

⁺ Developer estimates

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACTUAL/EXPECTED ABSORPTION OF LOTS IN THE DISTRICT

[DEVELOPER TO UPDATE]

<u>Actual/ Expected Final Sale Date</u>	<u>Improvement Area #</u>	<u>40'</u>	<u>50'</u>	<u>60'</u>	<u>70'</u>	<u>80'</u>	<u>90'</u>	<u>Total Lots by Year</u>
2019	1	-	-	-	0	0	-	0
	2	0	0	-	0	0		0
	3	0	0		-	-	-	0
2020	1	-	-	-	0	0	-	0
	2	0	0	-	0	0	0	0
	3	0	0	0	-	-	-	0
2021	1	-	-	-	117	56	-	173
	2	0	0	-	0	0	0	0
	3	0	0	0	-	-	-	0
2022	1	-	-	-	26	21	-	47
	2			-				
	3				-		-	
2023	1	-	-	-			-	
	2			-				
	3				-	-	-	
2024	1	-	-	-			-	
	2			-				
	3				-	-	-	
2025	1	-	-	-			-	
	2			-				
	3				-	-	-	
2026	1	-	-	-			-	
	2			-				
	3				-	-	-	
Total Lots by Lot Type					143	77		

Concept Plan

Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City's zoning and subdivision regulations.

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THE VILLAGES OF HURRICANE CREEK SOUTH
LOT TABULATION

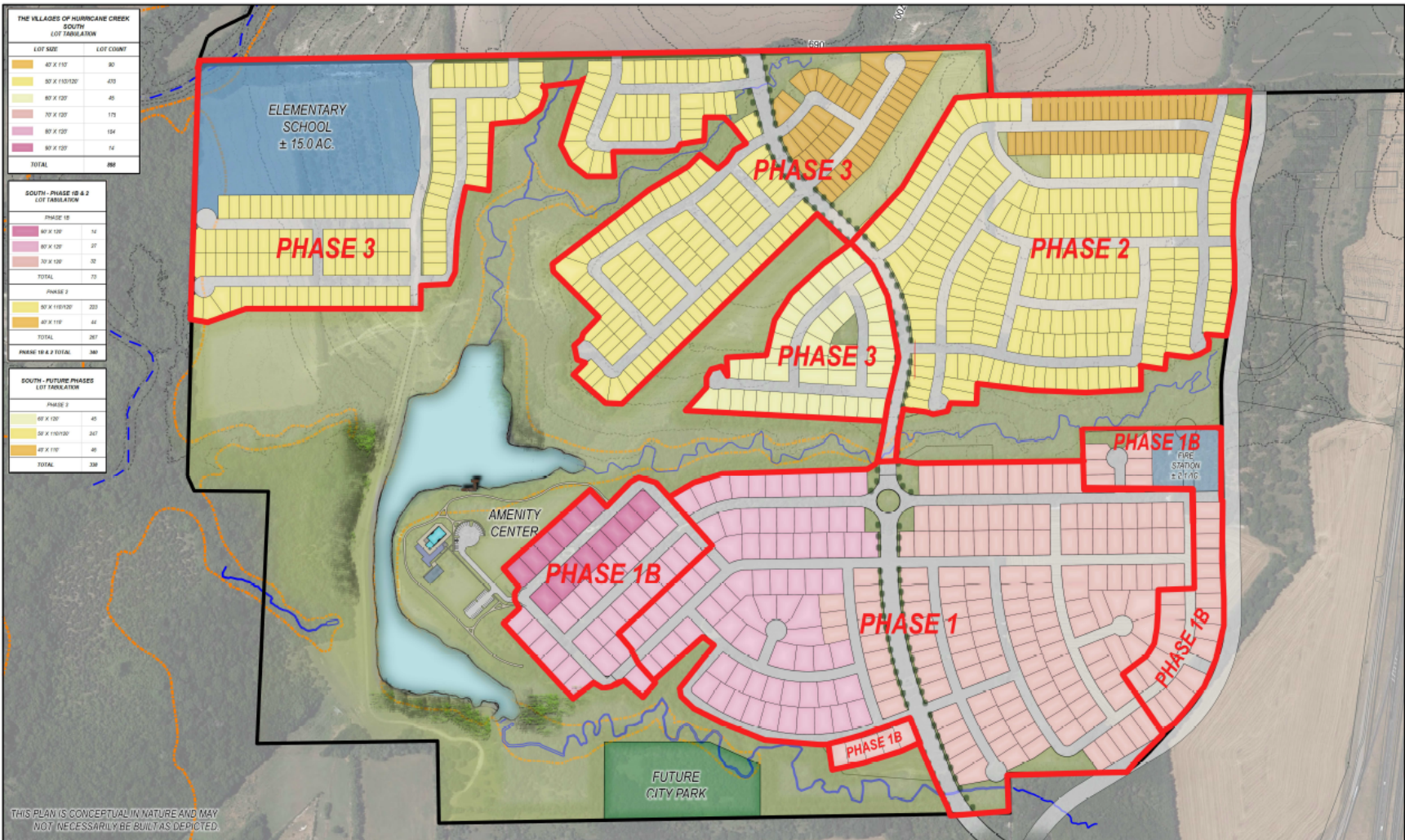
LOT SIZE	LOT COUNT
40' X 110'	30
50' X 110/120'	410
50' X 120'	40
70' X 120'	170
80' X 120'	154
90' X 120'	14
TOTAL	688

SOUTH - PHASE 1B & 2
LOT TABULATION

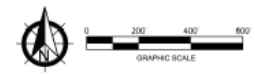
PHASE 1B	
40' X 120'	14
50' X 120'	27
70' X 120'	32
TOTAL	73
PHASE 2	
50' X 110/120'	223
40' X 110'	42
TOTAL	265
PHASE 1B & 2 TOTAL	340

SOUTH - FUTURE PHASES
LOT TABULATION

PHASE 3	
40' X 120'	40
50' X 110/120'	247
40' X 110'	40
TOTAL	327



HURRICANE CREEK SOUTH CONCEPT PLAN ANNA, TEXAS



Future Improvement Area Bonds

Future Improvement Area Bonds to finance the cost of local improvements benefitting Improvement Area #3 are anticipated to be issued in the future. The estimated costs of the local improvements benefitting Improvement Area #3 of the District will be determined at the time Improvement Area #3 is developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within Improvement Area #3 of the District and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Improvement Area #3 of the District, as applicable. The Developer anticipates that Future Improvement Area Bonds will be issued over a three to five year period, as described in the Service and Assessment Plan.

The Bonds, The Improvement Area #1 Bonds, the Major Improvement Area Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Future Improvement Area Bonds for any purpose permitted by the PID Act, including those described above.

Zoning/Permitting

The District is currently zoned as a planned development district pursuant to Ordinance 689-2015 as amended by Ordinance 886-2020, each adopted by the City Council (the “PDD Ordinance”). The PDD Ordinance allows certain residential uses and establishes guidelines pertaining to purpose, height, area, setbacks, aesthetics, landscaping and use. Because the District lies within the city limits of the City, the City’s zoning and subdivision regulations control the aspects of development not specifically set forth in the PDD Ordinance or the Development Agreement.

Amenities

The Developer will construct certain amenities within the development as part of the costs of the Private Improvements to serve the District, including hike and bike trails, open space improvements and an amenity center. The amenity center will consist of a swimming pool, sports court, tennis court, fitness room, kitchen, meeting area, and restrooms. The Development Agreement requires the Developer to complete the amenity center within one year of the City’s acceptance of the improvements in Phase #1B of the Development. Phase #1B constitutes a portion of Improvement Area #2. The Developer has begun construction on the amenity center and expects to complete construction of the amenity center in Q3 2023, within the deadline set forth in the Development Agreement. The amenity center is expected to cost approximately \$1,500,000, which costs are expected to be funded with the Development Loan.

Education

Children in the District will attend schools in the Anna Independent School District (“AISD”) which encompasses 64 square miles. AISD serves Anna and other portions of Collin County. AISD enrolls over 4,500 students in one high school, a middle school, four elementary schools, and a special programs center. Children in the Development will attend Sue E. Rattan Elementary, Anna Middle School, and Anna High School. According to the Texas Education Agency (“TEA”), AISD, Sue E. Rattan Elementary School and Anna High School received an “Accountability Rating” of “B” from the TEA, and Sue E. Rattan Elementary School and Anna Middle School most recently received an “Accountability Rating” of “C” from the TEA for the 2021-2022 school year. GreatSchools.org currently rates Anna Middle School as “average” and Sue E. Rattan Elementary School and Anna High School as “below average.”

Existing Mineral Rights, Easements and Other Third Party Property Rights

Third parties hold title to certain rights applicable to real property within and around the District (the “Mineral Owners”), including reservations of mineral rights and royalty interests and easements (collectively, the “Third Party Property Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the District. Some of these reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property to explore, develop, drill, produce or extract

minerals within the District. If the waiver is applicable, such Mineral Owners may only develop such mineral interests by means of wells drilled on land outside of the property of the District.

The Developer is not aware of any ongoing mineral rights development or exploration on or adjacent to the property within the District. The Developer is not aware of any interest in real property (including mineral rights) owned by the Mineral Owners adjacent to the District. Certain rules and regulations of the Texas Railroad Commission may also restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Developer does not expect the above-described Third Party Property Rights, or the exercise of such rights or any other third party real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS — Exercise of Third Party Property Rights.”

Flood Designation

[PLACEHOLDER—DEVELOPER TO UPDATE THIS SECTION] According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 48085C0285 Community Panel Number 285 of 600, dated 2009, an approximately 206.05 acre portion of the property, all located in Phases #2-6 of the District, is located in Zone A with no base flood elevations determined and the remainder of the subject property is located in Zone X. Zone X corresponds to areas outside of the 500-year flood plain. Zone A corresponds to special flood hazard areas subject to inundation by the 100-year flood. Mandatory flood insurance purchase requirements apply in areas designated as Zone A. The developer has executed a proposed reclamation plan for approximately 66.6 acres of the 206.05 acres of flood plain land (the “Proposed Reclaimed Land”), and has received a Conditional Letter of Map Revision from FEMA dated July 17, 2019 detailing steps necessary to alter the flood plain designation of the Proposed Reclaimed Land to Zone AE with base flood elevations determined. All remaining areas of the Development located in Zone A will be devoted as open space providing an aesthetic appeal to the development. No assurance can be given that the Developer will reclaim the Proposed Reclaimed Land or that FEMA will issue a full Letter of Map Revision.

Environmental

A Phase One Environmental Site Assessment (a “Phase One ESA”) of an assemblage, which included the land within the District, was completed on September 23, 2014. Based on the information presented in the Phase One ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

According to the website for the United States Fish and Wildlife Service, the whooping crane is an endangered species in Collin County. The Developer is not aware of any endangered species located on District property.

Utilities

The City will provide both water and wastewater service to the District. The City is currently served by ground water, through seven water wells located at five different sites. These seven wells produce a total of 1,520 gallons per minute. The City has recently completed the construction of two additional wells, which came online at the end of September 2022, thereby increasing the City’s total production to approximately 4.8 million gallons per day.

The City has a total elevated storage capacity of 1,500,000 gallons of water and five ground storage tanks with total storage capacity of 2,500,000 gallons.

The City recently partnered with the Greater Texoma Utility Authority (“GTUA”) and three neighboring small cities to bring a large surface water transmission line through the City. The GTUA line provides a connection

to the North Texas Municipal Water District's ("NTMWD") water distribution system, providing the City with access to treated surface water. This surface water line is part of the City's long term water supply plan. Currently the City has a maximum allowable take of 5,040 gpm from the GTUA connection, providing the City with a maximum peak flow of treated water supply at 6,706 gpm. Both GTUA and the City are working on capital projects which will increase the maximum treated water supply and storage.

The City's sanitary sewer system consists of seven lift stations and one wastewater treatment facility at the John R. Geren (Slayter Creek) Wastewater Treatment Plant. In addition, the City has two large diameter sewer transmission lines that transport wastewater directly into the NTMWD's wastewater system to the South (Wilson Creek plant). The City's currently wastewater treatment facility is located on Slayter Creek, just north of the confluence of Slayter Creek and Throckmorton Creek. The total treatment capacity of the City's facility is approximately 0.50 million gallons per day. A portion of the NTMWD regional sewer is located along Throckmorton Creek, in the south-central part of the city and the other is located near Clemmons Creek in the southeastern part of the City. The City's wastewater treatment plant is currently near capacity. The transmission lines still have significant capacity remaining. The City recently completed the Slayter Creek Interceptor Sewer project which now conveys wastewater flows in excess of the Slayter Creek Wastewater Treatment capacity to the NTMWD regional wastewater system.

In September 2022, the City issued approximately \$65 million in general obligation debt, which together with approximately \$17 million in impact fees will be used to fund construction of a new Hurricane Creek Regional Wastewater Treatment Plant. This new plant will significantly expand the City's ability to collect and treat wastewater as required for new development west of US 75, including the District. Initially, the plant will have a capacity to treat 4 million gallons per day of wastewater, with plans to gradually expand the plant's capacity up to 16 million gallons per day. The City will utilize the new plant to treat sewage for its own residents, as well as provide wholesale sewage treatment for the City of Van Alstyne, the City of Weston, and for various water districts located in the area. Additionally, the City is about to commence construction of a new Hurricane Creek sewer transmission main to transport wastewater throughout the new developments along the west side of US 75, including the District.

The Developer expects additional utilities to be provided by: (1) Phone/Data - AT&T; (2) Electric – Grayson County Electric Company (GCEC); (3) Cable – AT&T; and (4) Natural Gas - Atmos Energy.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information herein under the caption "THE DEVELOPER" nor (ii) the information relating to the Developer under the subcaption "BONDHOLDERS' RISKS" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a

development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is an affiliate of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the District to third parties, as described under the caption “THE DEVELOPMENT.” The Developer is a nominally capitalized limited liability company, the primary asset of which is unsold property within the District. The Developer will have no source of funds with which to pay Assessments or taxes levied by the City or any other taxing entity other than funds resulting from the sale of property within the District or funds advanced to the Developer by an affiliated party. The Developer’s ability to make full and timely payments of Assessments or taxes will directly affect the City’s ability to meet its obligation to make payments on the Bonds.

Since 1990, Centurion has developed over 20,000 single-family lots in dozens of communities surrounding North Texas. It has worked closely with investors, land-owners, financial institutions, and vendors to acquire over 15,000 acres of land inventory for a diverse mix of developments in size and scope. Centurion’s communities include amenities such as parks, golf courses, water parks themes, and hiking and biking trails. Over the past thirty years, Centurion has demonstrated the ability to successfully deliver master-planned communities that have been recognized in the real estate industry.

Mr. Mehrdad Moayedhi has ultimate control of Centurion and its affiliates. Centurion maintains a staff of approximately 50 employees. Centurion creates single-asset limited liability companies to own development sites and contracts with developers and other professionals in the delivery of its communities.

In addition, Centurion works closely with local municipalities, commercial developers, and public school systems as part of its overall master plan. Centurion works with North Texas’ top builders to deliver the latest concepts ranging from upscale, luxury homes in secluded neighborhoods to affordable housing communities for first-time home buyers. Centurion purchases and develops land in prime locations with the right mix of natural land settings, strong job growth, good school systems and access to local community shopping. A snapshot of some of the communities Centurion has developed is presented below.

<u>Name</u>	<u>County</u>	<u>Property Type</u>	<u>Starting Home Price</u>	<u>Status of Development</u>
*Entrada at Westlake	Tarrant	Mixed-use	\$1,100,000	Vertical ongoing
River Walk at Central Park	Denton	Mixed-use	\$375,000	Vertical Ongoing
The Villas at Twin Creeks	Collin	Single-family	\$230,000	Completed
Kensington Gardens	Dallas	Single-family	\$500,000	Phase 1: Started 6/2012 Phase 2: Delivered 12/2018
Water’s Edge at Hogan’s Glen	Denton	Single-family	\$480,000	Completed/Ashton Finishing Construction
Montalcino Estates	Denton	Single-family	\$700,000	Under Development
Estancia Estates	Denton	Single-family	\$400,000	Completed /Built Out
Highlands Glen	Denton	Single-family	\$300,000	Completed/Ashton Finishing Up
The Highlands at Trophy Club	Denton	Single-family	\$250,000	Completed/Ashton Finishing Up
Water’s Edge	Denton	Single/Multifamily	\$300,000	Started 9/2018 * Delivered Q4 2019
Williamsburg	Rockwall	Single-family	\$150,000	Fee Developer
Crestview at Prosper Creek	Collin	Single-family	\$250,000	Complete - Megatel Finishing Construction
Palomar Estates	Tarrant	Single-family	\$750,000	Complete
Estancia	Tarrant	Single-family	\$450,000	Complete
Verandah	Rockwall	Single-family	\$200,000	Development ngoing

Terracina	Denton	Single-family	\$400,000	Development Complete / Toll Brothers Bldg Phase 3
The Resort on Eagle Mountain Lake	Tarrant	Single	\$250,000	Development Ongoing - Builder Doing Takedowns
Travis Ranch	Kaufman	Single-family	\$200,000	Development Ongoing - Builder Doing Takedowns
Carter Ranch	Collin	Single-family	\$150,000	Phase 1: Completed * Phase 2CII: Bldg Completed
Frisco Hills	Denton	Single-family	\$200,000	Development Complete / HB Finishing Up
Rolling Meadows	Tarrant	Single-family	\$100,000	Phase 1: Completed * Phase 2A2 & 3 HB Completed
Waterfront at Enchanted Bay	Tarrant	Single-family	\$150,000	Phase 1: Started 5/2005 * Phase 1: Delivered 2/2007 Phase 2: Being Engineered
Thornbury	Travis	Single-family	\$150,000	Development Complete / HB Complete
Rough Hollow	Travis	Single-family	\$550,000	Development Complete / HB Complete
Lexington Parke	Travis	Single-family	\$150,000	Development Complete / HB Complete
Villages of Woodland Springs	Tarrant	Single-family	\$150,000	Started Q4 2000 * Delivered Q4 2017
Spring Creek	Tarrant	Single-family	\$150,000	Development Complete / HB Complete
Silver Ridge	Tarrant	Single-family	\$150,000	Development Complete / HB Complete
Sendera Ranch	Tarrant	Single-family	\$150,000	Centurion Owns Future Land / Banking Land
Rosemary Ridge	Tarrant	Single-family	\$100,000	Development Complete / HB Complete
Llano Springs	Tarrant	Single-family	\$150,000	Development Complete / HB Complete
Hills of Lake Country	Tarrant	Single-family	\$150,000	Development Complete / HB Complete
Garden Springs	Tarrant	Single-family	\$125,000	Development Complete / HB Complete
Dominion Estates	Tarrant	Single-family	\$125,000	Development Complete / HB Complete
Deer Creek North	Tarrant	Single-family	\$125,000	Development Complete / HB Complete
Creekside of Crowley	Tarrant	Single-family	\$150,000	Sold Land / Ashton Building / Also Banking
Bonds Ranch	Tarrant	Single-family	\$150,000	Purchased all Finished Lots / All Lots sold in Q4 2017
Crown Valley	Parker	Single-family	\$150,000	Development Complete / Sold Phase / Pod Sale
Windmill Farms	Kaufman	Single-family	\$150,000	HB Complete
Knox Ranch	Hood	Mixed-use	\$450,000	HB Complete
Windsor Hills	Ellis	Single-family	\$250,000	Undeveloped; in the Zoning Process
Saddlebrook	Ellis	Mixed-use	\$175,000	Next Phase Going Through Engineering
The Villas of Indian Creek	Denton	Single-family	\$150,000	Development Complete / HB Complete
*Valencia on the Lake	Denton	Single-family	\$175,000	Next Phase Going Through Engineering
Shale Creek	Wise	Single-family	\$100,000	Last Phase Going Through Engineering
Shahan Prairie	Denton	Single-family	\$150,000	Sold Land
Frisco Ranch	Denton	Single-family	\$150,000	Development Complete / HB Complete
Brookfield	Denton	Single-family	\$180,000	Sold Land
Sweetwater Crossing	Collin	Single-family	\$150,000	Development Complete / HB Complete
Prestwyck	Collin	Mixed-use	\$190,000	Development Complete / HB Complete
Oak Hollow	Collin	Single-family	\$100,000	Development Complete / HB Complete
Northpointe Crossing	Collin	Single-family	\$100,000	Development Complete / HB Complete

McKinney Greens	Collin	Single-family	\$150,000	Development Complete / HB Complete
The Dominion	Dallas	Single-family	\$250,000	Development Complete / HB Ongoing
Residences at the Stoneleigh	Dallas	Condo	\$750,000	Unit Sales Ongoing
Mountain Creek	Dallas	Multifamily	\$225,000	Development Complete / HB Complete
Chateaus of Coppell	Dallas	Single-family	\$350,000	Development Ongoing - HB Building
The Bridges at Preston Crossings	Parker	Single-family	\$250,000	Development Complete / HB Complete
*Winn Ridge	Denton	Single-family	\$250,000	Development Complete / HB Complete
*Sutton Fields	Denton	Single-family	\$350,000	Development Complete / HB Complete
*Hillstone Pointe	Denton	Single-family	\$250,000	Phase 1: Delivered 12/2017, Remainder Raw Land Sold to Horton & Lennar
*Northlake Estates	Denton	Single-family	\$300,000	Development Ongoing - HB Building
*Creeks of Legacy	Denton/Collin	Single-family	\$350,000	Development Ongoing - HB Building
University Place	Dallas	Single-family	\$450,000	Development Ongoing - HB Building
*Lakewood Hills	Denton	Single-family	\$450,000	Development Ongoing - HB Building
Steeplechase	Denton	Single-family	\$500,000	Development Ongoing - HB Building
*Mercer Crossing	Dallas	Mixed-use	\$350,000	Development Ongoing - HB Building
*Ownsby Farms	Collin	Single-family	\$300,000	Development Ongoing - HB Building
*Anna Hurricane Creek	Collin	Single-family	\$300,000	PID Bonds issued; Phase 1: Started 9/2018, Currently Being Developed
*Chalk Hill	Collin	Single-family	\$300,000	Phase 1: Started 9/2018, Currently Being Developed
Windsor Hills	Dallas	Single-family	TBD	Pre-development process.
Walden Pond	Kaufman	Single/Multifamily	TBD	Pre-development process.
Mobberly	Denton	Single-family	TBD	Pre-development process.
*Whitewing Trails	Collin	Single-family/Multifamily	\$281,000	PID Bonds issued; Development ongoing.
Denton - Kings Ridge	Denton	Single/Multifamily	\$250,000	Zoning approved.
*Hickory Farms	Dallas	Single-family	TBD	PID bonds issued.
Dove Creek	Collin	Single-family	\$275,000	Under Development
Preston Hills	Collin	Single-family	\$400,000	Under Development
Founders Park	Tarrant	Single/Multifamily	300,000	Development Complete -HB Building
Barcelona	Collin	Single-family	\$350,000	Phase 3; Under Development
Bloomridge	Collin	Single-family	\$300,000	Phase 2; Under Development
Erwin Farms	Collin	Single-family	\$350,000	Phase 3; Under Development
Enchanted Creek	Collin	Single-family	\$300,000	Engineering Phase 2
Alpha Ranch	Wise/Denton	Single-family	\$225,000	Pre-development process.
Bear Creek	Dallas	Single-family	\$250,000	Phase 3; Under Development
Wade Settlement	Collin	Single-family	\$350,000	Phase 2; Development
Falls of Prosper	Collin	Single-family	\$400,000	Phase 2; Development
*Iron Horse	Dallas	Mixed-use	\$250,000	PID bonds issued; Development Ongoing
*Polo Ridge	Kaufman	Single-family	\$350,000	PID bonds issued; Development Ongoing
*City Point	Tarrant	Mixed-use	\$290,000	PID bonds issued; Development Ongoing

*Edgewood Creek	Denton	Single-family	\$300,000	PID bonds issued; Development Ongoing
*Cartwright Ranch	Kaufman	Single-family	\$220,000	PID bonds issued; Development Ongoing
*Spiritas Ranch	Denton	Single-family	\$250,000	PID bonds issued; Development Ongoing
*Thunder Rock	Burnet	Mixed-use	\$250,000	PID Bonds issued; Development Ongoing
*Anna Hurricane North	Collin	Single-family	\$300,000	PID Bonds issued; Development Ongoing
* Collin Creek Redevelopment	Collin	Mixed-use	\$600,000	PID Bonds issued; Development Ongoing
*Sutton Fields East	Collin	Single-family	\$315-375,000	PID Bonds issued; Development Ongoing
* Mobberly Farms	Denton	Single-family	\$294-335,000	PID Bonds issued; Development Ongoing
* Creekview Meadows	Denton	Single-family	\$350-400,000	PID Bonds issued; Development Ongoing

* — developments utilizing public improvement districts

Executive Biography

Mehrdad Moayedi is the President and Chief Executive Officer of Centurion. Mr. Moayedi has more than thirty years of direct experience in the development industry. With a background in construction and real estate, Mr. Moayedi employs a comprehensive approach to each Centurion development. Mr. Moayedi has extensive knowledge of the interconnection of all parts of residential real estate development, which provides Centurion with a unique advantage over other residential developers.

Before forming JBM Development in 1986, Mr. Moayedi completed several construction and fee development projects in Northeast Tarrant County, Texas subdivisions as well as various construction and remodeling projects. JBM Development, along with Centurion American Custom Homes, formed Centurion in 1990. The company has become broadly diversified, with residential developments ranging from upscale high-rise residential towers to affordable housing communities for first-time home buyers.

History and Financing of the District

Acquisition Financing. The Developer purchased the land within the District on May 28, 2015 for \$8,000,000. In order to finance a portion of the purchase of the land within the District, the Developer obtained a loan (the “Acquisition Loan”) in the amount of \$5,000,000 from Landmark Bank, N.A. (the “Landmark Bank”). The remainder of the purchase price for the land was paid in cash. The Acquisition Loan was secured by the land within the District pursuant to a Deed of Trust in favor of Landmark Bank. The Acquisition Loan has been paid in full, and a Release of Lien was filed in the Official Public Records of Collin County on April 17, 2019.

Development Financing. In connection with the development of the land within the District, the Developer obtained a loan (the “Development Loan”) in the amount of \$11,700,000 from Landmark Bank. The Development Loan was subsequently modified upon a merger between Landmark Bank and Simmons Bank, as successor-in-interest to the Development Loan (the “Development Lender”). The most recent modification of the Development Loan on October 21, 2021 increased the principal amount of the Development Loan to \$12,500,000.

The Development Loan bears interest at the higher of (i) the rate of 4% per annum or (ii) a floating rate of prime plus 1% per annum, not to exceed the maximum rate allowed by law. Payments of interest under the Development Loan are due monthly with a principal payment due at maturity. The Development Loan matures on October 21, 2024. The Development Loan has an outstanding principal balance of \$5,307,923.64 as of October 31, 2022.

The Development Loan is secured by a first lien deed of trust on all property within the District (except for Improvement Area #1 and property released from such deed in connection with the delivery of lots pursuant to the Merchant Builder Lot Purchase and Sale Agreements), and is personally guaranteed by Mehrdad Moayedi.

The PID Act provides that the Assessment Lien is a first and prior lien against an Assessed Parcel within the District and is superior to all other liens and claims except liens or claims for state, county, school district, or

municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, the Development Lender shall consent to and acknowledge the creation of the District, the levy of the Assessments and the subordination of the lien securing the Development Loan to the assessment liens on property within the District securing payment of the Assessments. As a result, the lien on the property within the District securing the Assessments will have priority over the lien on the property within Improvement Area #2 of the District securing the Development Loan.

THE ADMINISTRATOR

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Administrator has reviewed this Limited Offering Memorandum and warrant and represent that the information herein under the caption "THE ADMINISTRATOR" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The City has selected P3Works, LLC as the Administrator for the District. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in Austin and North Richland Hills, Texas.

The Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for City billing and collection
- Establishing and maintaining a database of all City parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquiries
- Determination of Prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of developer draw requests for reimbursement of authorized improvement costs.

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works and has been included in reliance upon the authority of such firm as an expert in the field formation and administration of public improvement districts.

APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT

The Appraisal

General. **[TO BE UPDATED UPON RECEIPT OF APPRAISAL]** Integra Realty Resources – DFW (the "Appraiser"), prepared an appraisal report for the City dated October 24, 2018 and effective as of December 12, 2020, based upon a physical inspection of the District conducted on October 12, 2018 (the "Appraisal"). The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area #2 of the District. The Appraisal is attached hereto as APPENDIX E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX E — Appraisal of Property in Improvement Area #2 of the District."

Value Estimates. The Appraiser estimated the aggregate market value of the fee simple interest in various tracts of land comprising the land in Improvement Area #2 of the District under the hypothetical condition that the Improvement Area #2 Improvements are completed. See “THE IMPROVEMENT AREA #2 IMPROVEMENTS.” The Appraisal does not reflect the as-is condition of Improvement Area #2 of the District as the Improvement Area #2 Improvements have not yet been constructed. Moreover, the Appraisal does not reflect the value of Improvement Area #2 of the District as if sold to a single purchaser in a single transaction. The Appraisal provides the fee simple estate values for Improvement Area #2 of the District. See “APPENDIX E — Appraisal of Property in Improvement Area #2 of the District.”

The value estimate for the assessable property within Improvement Area #2 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of _____, 2023 is \$_____.

None of the City, the Developer, the Financial Advisor, or the Underwriter makes any representation as to the accuracy, completeness assumptions or information contained in the Appraisal. The assumptions and qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized and the City, the Developer and the Underwriter make no representation as to the reasonableness of such assumptions.

Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached as APPENDIX E hereto.

BONDHOLDERS’ RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City’s control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #2 of the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #2 of the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within Improvement Area #2 of the District, it being

understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in Improvement Area #2 of the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Improvement Area #2 of the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #2 of the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Deemed Representations and Acknowledgment by Investors

Each Investor will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and such Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

Assessment Limitations

Annual Installments of Assessments are billed to property owners in Improvement Area #2 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as described under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Administrative Expenses for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #2 of the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #2 of the District, any lien securing an Assessment that is delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be

extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code §372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it will own all property within Improvement Area #2 of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS WILL CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND WILL BE PERSONAL OBLIGATIONS OF AND CHARGES AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT.

The Assessments levied for the payment of the Bonds and the Major Improvement Area Assessments which were levied for and pledged to the payment of the Major Improvement Area Bonds have a lien of equal dignity of the parcels assessed therefor. In the event of partial payments of the Annual Installments of the Assessments and the Major Improvement Area Assessments, the Collin County Tax Assessor/Collector advises that such partial payments will be applied to the payment of the Annual Installments of the Assessments and the Major Improvement Area Assessments on a pro rata basis unless otherwise directed by the payer of such Annual Installments of the Assessments and the Major Improvement Area Assessments.

Exceedance of Maximum Assessment Could Trigger Assessment Prepayment and Optional Redemption

The Service and Assessment Plan establishes a “Maximum Assessment” for each lot type in Improvement Area #2 of the District, which Maximum Assessment is currently calculated at \$29,350 for the 40’ lots, \$33,263 for the 50’ lots, \$43,047 for the 70’ lots, \$46,960 for the 80’ lots and \$50,873 for the 90’ lots in Improvement Area #2, which Maximum Assessments are inclusive of the Major Improvement Area Assessments. See “APPENDIX C — Form of Service and Assessment Plan.”

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not

result in the Assessment per lot for any lot type exceeding the Maximum Assessment. If the Administrator determines that the resulting Assessment per lot for any lot type will exceed the Maximum Assessment, the Service and Assessment Plan provides that the person or entity filing the plat shall make a mandatory pro-rata prepayment of the Assessments and the Major Improvement Area Assessments. See “ASSESSMENT PROCEDURES – Assessment Amounts – *Maximum Assessment*.”

No plat has been filed for lots in Improvement Area #2. In the event that the combined tax rate for entities taxing Improvement Area #2 rises or the Estimated Build Out Value of lots in Improvement Area #2 falls prior to the filing of a plat for Improvement Area #2, a mandatory prepayment of the Assessments could be triggered at the time of filing of the plat. Any mandatory prepayment of the Assessments related to the exceedance of the Maximum Assessment may trigger an optional redemption of the Bonds by the City. See “DESCRIPTION OF THE BONDS – Redemption Provisions.”

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will be completed in accordance with the Developer’s expectations. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District. There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise be able to compete with the Development. A sample of competitive projects near the Development is below.

[PLACEHOLDER—DEVELOPER TO PROVIDE CHART PER DILIGENCE]

<u>Project Name</u>	<u># of Units</u>	<u>Proximity to District (Miles)</u>	<u>Developer</u>	<u>Date Started</u>	<u>Prices</u>
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There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

Recent Changes in State Law Regarding Public Improvement Districts; Failure of Developer to Deliver Required Notice Pursuant to Texas Property Code May Affect Absorption Schedule and Provide for Prepayments Causing Partial Redemptions of Bonds

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract or purchase and sale. If the Developer or homebuilders within Improvement Area #2 of the District do not provide the required notice and prospective purchasers of property within Improvement Area #2 of the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property is expected be prepaid. In the event of such prepayment, a partial redemption of the Bonds could occur. See “DESCRIPTION OF THE BONDS –

Redemption Provisions.” On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further however, if the Developer or homebuilders within Improvement Area #2 of the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The form of notice to be provided to homebuyers is attached to the Service and Assessment Plan. See “APPENDIX C – Form of Service and Assessment Plan.”

Completion of Homes

The cost and time for completion of homes by the homebuilders is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes yet to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

Absorption Rate

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners in Improvement Area #2 to pay the Assessments.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic (as defined herein), low supply, high demand, and the ongoing trade war, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. If the construction costs associated with completing homes in Improvement Area #2 of the District are substantially higher than the estimated costs or if the homebuilders within Improvement Area #2 of the District are unable to access building materials in a timely manner, it may affect the ability of such homebuilders in Improvement Area #2 of the District to complete the construction of homes or pay the Assessments when due. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of Improvement Area #2 of the District.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption “TAX MATTERS” herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #2 of the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within Improvement Area #2 of the District and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #2 of the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within Improvement Area #2 of the District to pay the Assessments when due could result in the rapid, total depletion of the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Reserve Fund (Reserve Account and Delinquency and Prepayment Account)" herein.

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in Improvement Area #2 of the District be affected by a hazardous substance, the marketability and value of such parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within Improvement Area #2 of the District does not take into account the possible liability of the Developer for the remediation of a hazardous substance condition on the property in Improvement Area #2 of the District. The City has not independently verified, and is not aware, that the Developer has such a current liability with respect to its property; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within Improvement Area #2 of the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See “THE DEVELOPMENT – Environmental” for discussion of the Phase One ESA performed on certain property within the District.

Exercise of Third Party Property Rights

As described herein under “THE DEVELOPMENT – Existing Mineral Rights, Easements and Other Third Party Property Rights,” there are certain Third Party Property Rights reservations located within the District and not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Collin County.

The Developer does not expect the existence or exercise of any Third Party Property Rights, mineral rights or related real property rights in or around Improvement Area #2 of the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments. However, none of the City, the Financial Advisor, or the Underwriter, provide any assurances as to such Developer expectations.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 51% of the owners of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #2 of the District or sell property within Improvement Area #2 of the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Improvement Area #2 of the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“Tooke”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005

of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“Wasson”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and

(3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Tax-Exempt Status of the Bonds

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagree, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in development projects comparable to that of the Development.

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market

preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Contracts that the Developer may have with individual homebuilders are subject to a myriad of contractual conditions and contingencies, all or some of which if not complied with, could precipitate a termination or winding up of such contractual arrangement for the sale of lots, causing the Developer to possibly need to execute a different strategy for the development and sale of lots and residential units within the Development. As described herein, the Assessments are an imposition against the land only. Neither the Developer nor any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of the Developer or any other landowner to pay the Assessments is limited to the collection proceedings against the land as described herein. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money deposit back. See "THE DEVELOPMENT – Expected Build Out of the Development" herein.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater. If the City fails to supply water and wastewater services to the property in the District, the Development of the land in the District could be adversely affected. See "THE DEVELOPMENT — Utilities."

Dependence Upon Developer

The Developer, as the owner of the Assessed Parcels in Improvement Area #2 of the District, currently has the obligation for payment of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing the Improvement Area #2 Improvements within Improvement Area #2 of the District. See "THE Improvement Area #2 IMPROVEMENTS – General" and "THE DEVELOPMENT – Development Plan and Status of Development in Improvement Area #2." There can be no assurances given as to the financial ability of the Developer to complete such improvements.

The Developer will not guarantee or otherwise be obligated to pay debt service on the Bonds.

Potential Future Changes in State Law Regarding Public Improvement Districts

During prior Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of the Texas Senate and the Texas House of Representatives which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the

issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by special assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by special assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds. The 88th Texas Legislature will convene in January 2023.

Agricultural Use Valuation and Redemption Rights

All of the property within Improvement Area #2 of the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

The Developer expects that the agricultural use valuations within Improvement Area #2 of the District will terminate in 2023.

Use of Appraisal

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The Appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value, but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analysis, the Appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser's, Underwriter's and City's control, as well as certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation and date of the Appraisal.

Developer Principal Financial Relationships and Other Matters Relating to Developer Affiliates

Set forth below is a summary of certain litigation and other matters involving certain affiliates of Centurion. No assurances can be given as to the result of the following lawsuits or any charges related thereto or the impact, if any, of such result on one or more of Mehrdad Moayed (‘‘Moayed’’), the operations of Centurion, and the Developer's ability to continue funding the Development.

Investigation of United Development Funding. Subsidiaries of Centurion American are involved in the development of master planned residential community and mixed-use projects. Some of these projects have previously been developed using funding provided by various entities associated with United Development Funding (‘‘UDF’’), including United Development Funding IV, a publicly traded real estate investment trust (‘‘UDF IV’’). In connection with governmental investigations of UDF (the ‘‘UDF Investigations’’), Centurion and some of its employees were contacted in mid-2016 to provide certain information to such governmental fact-finders as part of an information gathering process on the UDF Investigations. Centurion and its employees fully complied with the

information gathering process. Neither Centurion nor any of its employees or affiliates have received any information indicating that they are either targets or subjects of any governmental investigation.

Rainier Medical Investors LLC & RMI River Walk Investors LP v. Centurion Riverwalk, LLC, et al., in Denton County, Texas. Plaintiff Rainier Medical Investors LLC and Plaintiff RMI River Walk Investors, LP (“Rainier Plaintiffs”) brought claims against Defendant Centurion Riverwalk, LLC (“Centurion”) and Defendant 2M Riverwalk, LLC (“2M,” together with Centurion, “Rainier Defendants”) and alleged various causes of action against other defendants, including Defendant Megatel Lakeshores TH, LLC (“Megatel TH”). Megatel TH asserted a cross-petition against Rainier Defendants and Third-Party Defendant Moayeddi for statutory fraud, fraudulent inducement, and breach of contract (“Cross-Claims”). On May 27, 2020, Megatel TH non-suited without prejudice its claims against Moayeddi. On July 8, 2020, the Court signed an order dismissing, with prejudice, all claims between the Rainier Plaintiffs and Rainier Defendants. On April 29, 2021, Megatel TH filed an agreed scheduling order. However, the Court did not sign the Order because the proposed September 20, 2021 trial date was no longer available. Thereafter, without a signed scheduling order reopening discovery, Megatel TH propounded written discovery to the Rainier Defendants and noticed the depositions of the Rainier Defendants. The Rainier Defendants timely objected as discovery was closed. On June 9, 2021, the Rainier Defendants filed their motion for summary judgment. Thereafter, Megatel TH moved to reopen and to compel discovery. On July 15, the Court heard Megatel TH’s motion to enter new scheduling order, motions to quash depositions, and objections to discovery. The judge granted Megatel’s motions and re-opened discovery. The Rainier Defendants were ordered by the Court to respond to Megatel TH’s written discovery by August 16, 2021. Additionally, the Rainier Defendants’ summary judgment motion, which was originally set for hearing on August 11, 2021, was continued by the Court until after November 30, 2021. Further, the Court ordered the depositions of the Rainier Defendants and Non-Party Travis Boghetich. Megatel TH conducted such depositions on September 15, 2021. Currently, there is no trial date set in this case.

Megatel Homes III, LLC v. Wilbow-Windhaven Development Corporation v. Centurion Windhaven, LP, et al.; in Denton County Texas. Plaintiff Megatel Homes III, LLC (“Megatel”) brought claims against both Defendant Wilbow Windhaven Development Corp. (“Wilbow”), Defendant Centurion Acquisitions, LP (“CA”), and Defendant CADG Windhaven, LLC (“CADG,” collectively with CA, “Centurion Defendants”). Megatel’s claims against Wilbow consist of request for Declaratory Judgment; Breach of Contract; and Indemnity. Megatel’s claims against CA and CADG consist of Breach of Contract; Fraud; and Indemnity. A Motion to Expunge Lis Pendens was granted by court on October 2, 2020. Megatel re-filed the Lis Pendens and Wilbow filed a Motion to Expunge. The court granted the Motion to Expunge the Lis Pendens on May 19, 2021. No trial date is set.

Megatel Claims. Megatel has brought several additional causes of action against Moayeddi, Centurion (and certain of its affiliates) and UDF as listed below. Megatel has asserted various allegations of fraud, RICO violations, conspiracy, breach of fiduciary duty, and others in what Centurion believes to be an attempt to force Moayeddi, Centurion and UDF to settle with Megatel. In addition to the filing of the below lawsuits, Megatel has also filed Lis Pendens against property owned by third-parties, has sent letters to Megatel’s competitors attempting to interfere with their relationship with Centurion and has possibly partnered with parties believed to be adversarial to Moayeddi, Centurion and UDF. Centurion continues to aggressively fight against these actions and against what it believes to be the baseless claims made in the lawsuits.

1. Cause No. 3:20-CV-00688-L: *Megatel Homes, LLC, et al. v. Mehrdad Moayeddi, et al., in U.S. District Court, Northern District of Texas;*
2. Cause No. DC-19-08774 in the 160th Judicial District Court, Dallas Co., Texas; *Megatel Homes, LLC, et. al. v. United Development Funding L.P., et. al.;*
3. Cause No. 380-02960-2020 in the 380th District Court, Collin County, Texas; *Megatel Homes III, LLC v. MM Plano 54, LLC;*
4. Cause No. DC-19-18033 in the 160th District Court, Dallas County, Texas; *Megatel Homes III, LLC v. CADG Mercer MM Holdings, LLC et. al.;*
5. Cause No. 219-01995-2021 in the 219th Judicial District Court, Collin County, Texas; *Megatel Homes III, LLC v. CTMGT Erwin Farms, LLC and CADG Erwin Farms, LLC;*

6. *Cause No. 199-01546-2021 in the 199th Judicial District Court, Collin County, Texas; Megatel Homes III, LLC v. CTMGT Frontier 80, LLC;*
7. *Cause No. DC-21-08227 in the 68th District Court, Dallas County, Texas; Megatel Homes III, LLC v. MM Finished Lots, LLC and CADG Shady Side, LLC; and*
8. *Cause No. 21-8109-431; Megatel Homes III, LLC v. MM Northlake Improvement Area #203, LLC , as successor in interest to CADG Property Holdings III, LLC.*

Infectious Disease Outbreak – COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the “Pandemic”) by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the “Governor”) declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed by the Governor. The Governor has renewed his declaration monthly, most recently on [REDACTED], 2020. [CONFIRM AT POSTING] On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President’s Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness, mitigation and phased reopening of the State. On March 2, 2021, the Governor issued Executive Order GA-34, which, among other things, removed any COVID-19-related operating limits for any business or other establishment and ended the State-wide mask mandate. Most recently, on July 29, 2021, the Governor issued Executive Order GA-38, which, among other things, maintains that there are no COVID-19 related operating limits for any business or establishment and that no person may be required by any jurisdiction to wear or mandate the wearing of a face covering. The Governor’s order also maintains, in providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols. Executive Order GA-38 remains in place until amended, rescinded, or superseded by the Governor. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>.

Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. Stock values and crude oil prices, in the United States and globally, have seen significant declines attributed to COVID-19 concerns. The State may be particularly at risk from any global slowdown, given the prevalence of international trade in the State and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefitted property within the District. If lot or home sales are negatively impacted by the Pandemic, the Developer will continue to be responsible for the payment of the Assessments as long as it owns such lots.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on the City cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on

the City's operations and financial condition. None of the City, the Financial Advisor, the Underwriter or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

Risk from Weather Events

All of the State, including the City and the District, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City or the District, including land within the District.

100-Year Flood Plain

[EXAMPLE PLACEHOLDER LANGUAGE; DEVELOPER TO UPDATE] According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 48085C0285 Community Panel Number 285 of 600, dated 2009, an approximately 206.05 acre portion of the property, all located in Phases #2-6 of the District, is located in Zone A with no base flood elevations determined and the remainder of the subject property is located in Zone X. Zone X corresponds to areas outside of the 500-year flood plain. Zone A corresponds to special flood hazard areas subject to inundation by the 100-year flood. Mandatory flood insurance purchase requirements apply in areas designated as Zone A. The developer has executed a proposed reclamation plan for approximately 66.6 acres of the 206.05 acres of flood plain land (the "Proposed Reclaimed Land"), and has received a Conditional Letter of Map Revision from FEMA dated July 17, 2019 detailing steps necessary to alter the flood plain designation of the Proposed Reclaimed Land to Zone AE with base flood elevations determined. All remaining areas of the Development located in Zone A will be devoted as open space providing an aesthetic appeal to the development. No assurance can be given that the Developer will reclaim the Proposed Reclaimed Land or that FEMA will issue a full Letter of Map Revision. **[NEED UPDATE ON FLOOD RECLAMATION AND IF ANY IS APPLICABLE TO Improvement Area #2]**

According to Federal Emergency Management Agency ("FEMA") FEMA Insurance Rate Panel Map No. 48257C0175D, effective July 3, 2012 (the "FIRM Map"), a portion of property in the District lies in a special flood hazard area. According to the FIRM Map, a portion of the southern portion of the Commercial Property in the District is within the 100 year flood plain. No such flood plain is in Improvement Area #2.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the 100-year flood plain.

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted (subject to provisions set forth in the Indenture) to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #2 of the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See "OVERLAPPING TAXES AND DEBT." Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX C – FORM OF OPINION OF BOND COUNSEL."

In rendering its opinion, Bond Counsel to the City will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Bond documents relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with such requirements, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the property financed or refinanced with proceeds of the Bonds. No assurances can be given as to whether the Internal

Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies,

individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local And Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by (i) the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, (ii) based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P., serves as Bond Counsel to the City. Winstead PC serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C — FORM OF OPINION OF BOND COUNSEL."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds", "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (except for the subcaption "The City's Compliance with Prior Undertakings"), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in

accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its officers or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Development Agreement, or the Bond Placement Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Additionally, Mr. Mehrdad Moayed and his affiliated entities have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

For a description of litigation and other matters related to affiliated entities of the Developer, see “BONDHOLDERS’ RISKS — Developer Principal Financial Relationships and Other Matters Relating to Developer Affiliates.”

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS”. The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (the “Rule”), the City and Regions Bank (in such capacity, the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “City Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the City Disclosure Agreement, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX D-1 — Form of City Disclosure Agreement.” Under certain circumstances, the failure of the City to comply with its obligations under the City Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the City Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the City Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the City Disclosure Agreement. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the City Disclosure Agreement or from any statement made pursuant to the City Disclosure Agreement.

The City’s Compliance with Prior Undertakings

During the past 5 years, the City has complied in all material respects with its continuing disclosure undertakings pursuant to the Rule.

The Developer

The Developer, the Administrator, and the Dissemination Agent have entered into a Continuing Disclosure Agreement (the “Developer Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Developer Disclosure Agreement, certain information regarding the Development and the Improvement Area #2 Improvements (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX D-2 — Form of Developer Disclosure Agreement.” Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Developer Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Developer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance. The Developer Disclosure Agreement is a voluntary agreement made for the benefit of the holders of the Bonds and is not entered into pursuant to the Rule.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Developer Disclosure Agreement. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Developer Disclosure Agreement. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Developer Disclosure Agreement or from any statement made pursuant to the Developer Disclosure Agreement.

The Developer's Compliance with Prior Undertakings

Except as provided in herein, during the past five years, the Developer has complied with its prior agreements to provide continuing disclosure. The Developer previously entered into continuing disclosure agreements for the Improvement Area #1 Bonds and the Major Improvement Area Bonds. Such continuing disclosure agreements, inter alia, required the Developer to file a material event notice in the event of a change in the legal structure of the Developer. In connection with a transaction to refinance the loans for the development of Improvement Area #1, membership interests in the Developer were transferred to a different SPE owned and controlled by Mehrdad Moayed. The Developer failed to file a material event notice relating to such transfer. The refinancing transaction has since been repaid, and the membership interests have been transferred back to the original underlying SPE.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City's investment policies are subject to change.

Under Texas law, the City is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political

subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, (8) certificates of deposit and share certificates (i) issued by or through an institution that either has its main office or a branch office in the State, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Insurance Fund, or are secured as to principal by obligations described in the clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the City; (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (9) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (10) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (12) through (14) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less, (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency, (12) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (13) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that comply with federal Securities and Exchange Commission Rule 2a-7, and (14) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and have a duration of one year or more and are invested exclusively in obligations described in this paragraph or have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) of the first paragraph under this subcaption, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm not less than “A” or its equivalent, or (c) cash invested in obligations that are described in clauses (1) through (6) and (10) through (12) of the first paragraph under this subcaption, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the governmental body, held in the name of the governmental body and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each fund’s investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset and fund type invested at the beginning and end of the reporting period by the type of asset and fund type invested, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers’ with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City’s investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City’s entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City’s investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of

the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Regions Bank, an Alabama state banking corporation, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.regions.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #2 Improvements, the Development and the Developer generally and, in particular, the information included in the sections captioned "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer" and APPENDIX F has been provided by the Developer.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser, and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

Information Concerning Centurion VP of Entitlements Sean Terry

In December 2020, the Federal Bureau of Investigation executed a search warrant on the home of Sean Terry, VP of Entitlements of Centurion. Centurion has been made aware of the search warrant. Centurion is investigating the matter internally. To date, the FBI has not served Centurion with a subpoena or warrant relating to such matters. Management of Centurion does not believe that the matter will have a material adverse effect on Centurion, the Developer or their operations.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has approved by resolution this preliminary Limited Offering Memorandum and the City Council has authorized this preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

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APPENDIX A
FORM OF INDENTURE

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APPENDIX B

FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

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APPENDIX D-1

FORM OF CITY DISCLOSURE AGREEMENT

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APPENDIX D-2

FORM OF DEVELOPER DISCLOSURE AGREEMENT

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APPENDIX E

APPRAISAL OF PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT

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APPENDIX F

FORM OF FUNDING AND REIMBURSEMENT AGREEMENT

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APPENDIX G

PHOTOGRAPHS OF COMPLETED DEVELOPMENT IN THE DISTRICT

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**CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2
PROJECT)
CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER**

This Continuing Disclosure Agreement of the Issuer dated as of December 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and between the City of Anna, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and Regions Bank, an Alabama state banking corporation (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)” (the “Bonds”). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 15, 2022, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean, initially, P3Works, LLC, or thereafter any the employee or designee of the Issuer who shall have the responsibilities provided in the District’s Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Affiliate” shall have the meaning assigned to such term in the Disclosure Agreement of the Developer.

“Annual Collection Costs” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Annual Financial Information” shall mean annual financial information as such term is specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4(a) of this Disclosure Agreement.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean CADG Hurricane Creek, LLC, a Texas limited liability company, including any Affiliate of the Developer and its successors and assigns.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of December 15, 2022 executed and delivered by the Developer, the Administrator and Regions Bank, as Dissemination Agent.

“Disclosure Representative” shall mean the Finance Director of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Regions Bank, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Hurricane Creek Public Improvement District within the City of Anna, Texas.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning given to it in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean Regions Bank, or any successor trustee pursuant to the Indenture.

“Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2023, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent and direct the Dissemination Agent in writing to provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent may contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent is hereby authorized and directed to file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent is hereby authorized and directed to file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4(a) hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then upon the Issuer's written request, the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports; Audited Financial Statements.

(a) The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, at Issuer's written direction, the following:

Within six months after the end of each Fiscal Year the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #2 of the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #2 of the District.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #2 of the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within Improvement Area #2 of the District, such SAP Update shall include the following:

(A) the number of new homes completed in Improvement Area #2 of the District during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #2 of the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2023.

(vii) Listing of any property or property owners in Improvement Area #2 of the District representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #2 of the District, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Assessments within Improvement Area #2 of the District for the past five Fiscal Years, in the format specified in Exhibit B:

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #2 of the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

(b) The Issuer shall provide annually to the MSRB through its EMMA, within twelve (12) months after the end of each Fiscal Year ending on or after September 30, 2023, audited financial statements of the Issuer. If the audit of such financial statements are not complete within such period, the Issuer shall provide unaudited financial statements for the applicable Fiscal Year within such twelve-month period to the MSRB through EMMA, and audited financial statements to the MSRB through EMMA when the audit report on such statements becomes available.

(c) Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of

business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in in the immediately preceding paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

For these purposes, “financial obligation” means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or(ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. Following receipt of such with written direction the Dissemination Agent shall file such within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent and the Administrator shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the the Administrator or the Dissemination Agent. It is agreed and understood that the Dissemination Agent and the Administrator have agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but are under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent or the Administrator be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8, 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent has been instructed in writing by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations

under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Regions Bank

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation (and the Dissemination Agent shall incur no liability or obligation) under this Disclosure Agreement to

update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and the Administrator. (a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #2 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 13. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Underwriter, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Assessments collected from the property owners in Improvement Area #2 of the District, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 17. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands

“affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing

verification, (a) ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 19 through 22, the Dissemination Agent and Administrator, each respectively, understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

CITY OF ANNA, TEXAS

By: _____
Mayor

SIGNATURE PAGE TO ISSUER CONTINUING DISCLOSURE AGREEMENT

REGIONS BANK
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Anna, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Hurricane Creek Public Improvement District Improvement Area #2
Project)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Anna, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated December 15, 2022, between the Issuer and Regions Bank, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

Regions Bank
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Anna Texas

EXHIBIT B

**CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA
#2 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOS: [insert CUSIP NOs.]

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bond Proceed Balance, if any	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

* Excluding Audited Financial Statements of the Issuer

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Expenses (if any)	_____
TOTAL LIABILITIES	_____

NET POSITION

Assets Less Liabilities	_____
-------------------------	-------

**OUTSTANDING
ASSESSMENTS**

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Audited ☐ Unaudited ☐

Section 4(a)(ii)

<u>Debt Service Requirements on the Bonds</u>			
Year Ending (September 30)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>

ITEMS REQUIRED BY SECTIONS 4(a)(iii) – (iv)
[Insert a line item]**Section 4(a)(v)****Aggregate Taxable Assessed Value of the Improvement Area #2 of the District**

The [YEAR] certified total aggregate taxable assessed value for the land in the Improvement Area #2 of the District is approximately \$[AMOUNT] according to the applicable appraisal district(s).

ITEMS REQUIRED BY SECTION 4(a)(vi)(A-B)
[Insert a line item]

Section 4(a)(vii)

<u>Top Assessment Payers in Improvement Area #2 of the District ⁽¹⁾</u>		
<u>Property Owner</u>	<u>Outstanding Assessments</u>	<u>Percentage of Total Assessments</u>

⁽¹⁾ Does not include those owing less than five percent (5%) of total Assessments.

Section 4(a)(viii)**Collection and Delinquent History of Assessments in Improvement Area #2 of the District**

<u>Collected in</u>	<u>Assessment</u>	<u>Parcels</u>	<u>Delinquent</u>	<u>Delinquent</u>	<u>Delinquent</u>	<u>Delinquent</u>	<u>Total</u>
<u>Fiscal Year</u>	<u>Billed</u>	<u>Levied</u>	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>	<u>Assessments</u>
<u>Ending 9/30</u>			<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments.

Section 4(a)(ix)

<u>Annual Installments Delinquent as of September 1 of Fiscal Year ⁽¹⁾</u>		
<u>Parcel Number</u>		

⁽¹⁾ Does not include those delinquent Annual Installments representing less than ten percent (10%) of total Annual Installments.

Section 4(a)(x)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF MARCH 1 OF THE NEXT SUCCEEDING YEAR**

<u>History of Prepayment of Assessments</u>				
<u>Time Period</u>	<u>Number of</u>	<u>Amount of</u>	<u>Bond Call</u>	<u>Amount of</u>
	<u>Prepayments</u>	<u>Prepayments</u>	<u>Date</u>	<u>Bonds</u>
				<u>Redeemed</u>
[FISCAL YEAR END]		\$		\$
[MARCH 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of _____, 20__.

Section 4(a)(xi)

<u>Foreclosure History Related to the Assessments</u>				
<u>Time Period</u>	<u>Parcels in Foreclosure Proceedings</u>	<u>Delinquent Assessment Amount in Foreclosure Proceedings</u>	<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
[FISCAL YEAR END]		\$		\$
[MARCH 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of _____, 20__.

ITEMS REQUIRED BY SECTION 4(a)(xii)

[Insert a line item]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES*

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Annual Installments of Assessments are due.
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is

* Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures are subject to adjustment by the Issuer.

inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

March 15

43/44

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

Issuer determines whether or not any Annual Installments of Assessments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments of Assessments.

March 20

47/48

Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.

If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.

April 15

74/75

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.

		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager, Assistant City Manager or the Finance Director to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

INDENTURE OF TRUST

By and Between

CITY OF ANNA, TEXAS

and

**REGIONS BANK,
as Trustee**

DATED AS OF DECEMBER 15, 2022

SECURING

\$ _____

**CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 15, 2022, is by and between the CITY OF ANNA, TEXAS (the "*City*"), and REGIONS BANK, an Alabama state banking corporation with offices in Houston, Texas, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on October 19, 2018, a petition (the "*Petition*") was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*Act*" or "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as "*Hurricane Creek Public Improvement District*" (the "*District*"); and

WHEREAS, the *Petition* contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the *District*, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the *District*; and

WHEREAS, on October 23, 2018, the City Council of the City (the "*City Council*") adopted Resolution No. 2018-10-497 accepting the *Petition* and calling a public hearing on the creation of the *District* on November 13, 2018; and

WHEREAS, on November 13, 2018, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the *Petition* as required by Section 372.009 of the *PID Act* and, on November 13, 2018, the City Council made the findings required by Section 372.009(b) of the *PID Act* and, by Resolution No. 2018-11-506 adopted by the City Council, authorized the *District* in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of Resolution No. 2018-11-506, the City published notice of its authorization of the *District* in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the *District* from any owners of record of property within the *District* were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the City, pursuant to Section 372.016(b) of the *PID Act*, published notice of a public hearing in a newspaper of general circulation in the City where the proposed improvements are to be undertaken to consider the proposed "*Assessment Roll*" and the "Service and Assessment Plan" and the levy of the "Assessments" on property in the *District*; and

WHEREAS, on November 8, 2022, the City Council called for a public hearing to be held to consider the proposed Assessment Roll, the Service and Assessment Plan and the levy of the Assessments on the Assessed Property, and the City (i) published notice of such public

hearing in a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City where the proposed improvements are to be undertaken pursuant to Section 372.016(b) of the Act and (ii) mailed notice of such public hearing to the last known address of the owners of the property liable for the Assessments pursuant to Section 372.016(c) of the Act; and

WHEREAS, the City Council convened the public hearing on December 13, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Improvement Area #2 Improvements, the purposes of the Assessments, the special benefits of the Assessments and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, at the December 13, 2022 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Improvement Area #2 Improvements, the Assessment Roll or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at the meeting held on December 13, 2022, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)" (the "*Bonds*"), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security

interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as

hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Costs*" mean with respect to Authorized Improvements, the Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

"*Additional Interest*" means the amount collected by the application of the Additional Interest Rate.

"*Additional Interest Rate*" means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 of this Indenture and administered pursuant to Section 6.9 of this Indenture.

"*Administrator*" means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Parcel of Assessed Property, each annual payment of: (i) the principal of and interest on the Assessments as shown on the Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit I-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

"Annual Service Plan Update" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States of America, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Property" means the property located in the Improvement Area #2 that benefit from the Improvement Area #2 Improvements, and is defined as the "Improvement Area #2 Assessed Property" in the Service and Assessment Plan.

"Assessment Ordinance" means the ordinance adopted by the City Council on December 13, 2022, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

"Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll*" means the "Improvement Area #2 Assessment Roll", which document is attached to the Service and Assessment Plan as Exhibit I-1, as updated, modified or amended from time to time.

"*Assessments*" means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2 Improvements.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means \$100,000 and any integral multiple of \$5,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect.

"*Authorized Improvements*" mean those improvements authorized by Section 372.003 of the PID Act and to be constructed within Improvement Area #2 for which Assessments are levied, including those described in the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4 of this Indenture.

"*Bond Ordinance*" means the ordinance adopted by the City Council on December 13, 2022 authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)" and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term "Bonds" shall include such Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Certificate for Payment*" means, with respect to payment or reimbursement of Improvement Area #2 Improvements, a certificate substantially in the form of Exhibit A attached

to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #2 Improvements thereof, and requesting payment for such Improvement Area #2 Improvements from money on deposit in the Improvement Area #2 Bond Improvement Account of the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

"Certificate for Payment – Developer Improvement Account" means, with respect to payment or reimbursement of Improvement Area #2 Improvements, a certificate substantially in the form of Exhibit B attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #2 Improvements thereof, and requesting payment for such Improvement Area #2 Improvements from money on deposit in the Improvement Area #2 Developer Improvement Account of the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

"City Certificate" means written instructions by the City, executed by a City Representative.

"City Representative" means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Comptroller" means the Comptroller of Public Accounts of the State.

"Costs of Issuance Account" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquency and Prepayment Reserve Account" means the reserve account administered by the City and segregated from other funds of the City and established by Section 6.1 of this Indenture.

"Delinquency and Prepayment Reserve Requirement" means an amount equal to 5.5% of the principal amount of the Outstanding Bonds to be funded from the Additional Interest deposited to the Pledged Revenue Fund and transferred to the Delinquency and Prepayment Reserve Account.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"*Delivery Date*" means December 30, 2022, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, which shall initially be located in Houston, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means CADG Hurricane Creek, LLC, a Texas limited liability company, and any successor thereto.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #2*" means that portion of the District generally described in Section II of the Service and Assessment Plan and generally shown in Exhibit A-4 to the Service and Assessment Plan and as specifically described in Exhibit M-4 to the Service and Assessment Plan.

"*Improvement Area #2 Developer Improvement Account*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 of this Indenture.

"*Improvement Area #2 Improvements*" means the Authorized Improvements which only benefit the property located in the Improvement Area #2, and are described in Section III(C) and Exhibit J-3 to the Service and Assessment Plan.

"*Improvement Area #2 Improvements*" means the Actual Costs, as defined in the Service and Assessment Plan (excluding Annual Collection Costs), solely for the Improvement Area #2 Improvements.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing [September 1, 2023].

"*Investment Securities*" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time. Such Investment Securities may include money market funds that are rated in either of the two highest categories by a rating agency, including funds for which the Trustee and/or its affiliates provide investment advisory or other management services; provided that such money market funds are authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"*Other Obligations*" means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #2 in accordance with the PID Act.

"*Outstanding*" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Indenture and (iv) any Bond alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Owner*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 of this Indenture.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the District identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property

tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or *"Persons"* means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Pledged Funds" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund (but excluding the Improvement Area #2 Developer Improvement Account), the Reserve Fund and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.3 of this Indenture.

"Pledged Revenues" means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Principal and Interest Account" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"Purchaser" means the initial purchaser of the Bonds.

"Rebatable Arbitrage" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"Rebate Fund" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.8 of this Indenture.

"Record Date" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.6 of this Indenture.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Pledged Revenues, as more specifically described in the Supplemental Indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reimbursement Agreement*" means the [Phase #2 Funding and Reimbursement Agreement] by and between the City and the Developer, dated as of [_____, 2022] by and between the City and the Developer, as may be amended and/or supplemented from time to time, which provides, in part, for the construction and maintenance of the Improvement Area #2 Improvements, the issuance of the Bonds, the payment or reimbursement of costs of Improvement Area #2 Improvements not paid from the Project Fund, and other matters related thereto.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.7 of this Indenture.

"*Reserve Fund Obligations*" means cash or Investment Securities.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, and (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(c); and provided further that as a result of (1) a mandatory sinking fund redemption pursuant to Section 4.2, (2) an optional redemption pursuant to Section 4.3 or (3) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is [\$_____], which is an amount equal to the Reserve Account Requirement defined above.

"*Service and Assessment Plan*" means the document, including the Assessment Roll, which is attached as Exhibit A of the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 of this Indenture.

"*Special Record Date*" has the meaning set forth in in the form of Bond included in Section 5.2 hereof.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and a City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture, and the Trust Estate shall only include Pledged Revenues related to the Assessments levied on the Assessed Property within Improvement Area #2, unless the City pledges additional revenues to the payment of the Bonds, which additional pledge may only be created in a Supplemental Indenture.

"*Trustee*" means Regions Bank, Houston, Texas, an Alabama state banking corporation with offices in Houston, Texas and authorized to do business in the State, in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) The Bonds, as to principal, interest and redemption premium, if any, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Delivery Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of [\$] for the purpose of (i) paying a portion of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the Delivery Date and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing [March 1, 2023], computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		
20__		
20__		
20__		

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of the executed Reimbursement Agreement with all executed amendments thereto;
- (d) a copy of this Indenture executed by the Trustee and the City;
- (e) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee;

- (f) an executed Signature and No-Litigation Certificate;
- (g) an executed opinion of Bond Counsel; and
- (h) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.
- (f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Delivery Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 1 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 and in accordance with Article IV hereof shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3 above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The

Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.10. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry-Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the blanket issuer letter of representations from the City to DTC. On the Delivery Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket issuer letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 1 in each of the years 20__, 20__, 20__ and 20__ (collectively, the “*Term Bonds*”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__*	

* Stated Maturity.

(b) At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by this Indenture, the Trustee shall select by lot, or

by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such mandatory sinking fund redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the Trustee shall rely on directions provided in a City Certificate in selecting the Bonds to be redeemed.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written direction from the City to the Trustee of the exercise of any redemption provision provided hereunder, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

(e) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #2 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, 20__	December 30, 2022	_____

The City of Anna, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing [March 1, 2023].

Capitalized terms appearing herein that are defined terms in the Indenture (defined below) have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the "*Designated Payment/Transfer Office*"), of

Regions Bank, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "*Record Date*," which shall be the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "*Bonds*"), dated as of the Delivery Date and issued in the aggregate principal amount of [\$_____] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 15, 2022 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

IN THE INDENTURE, THE CITY HAS RESERVED THE RIGHT to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$5,000 in excess thereof ("*Authorized Denominations*"). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 1 in the years 20__, 20__, 20__ and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
20__	
20__	
20__	
20__	
20__*	

* Stated Maturity.

[illegible][illegible]

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

If less than all of the Bonds are to be redeemed, Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

If less than all of the Bonds are called for optional redemption, the Trustee shall rely on directions provided in a City Certificate in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon written direction from the City to the Trustee of the exercise of any redemption provision provided under the Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or portion thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, COLLIN COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the

total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary

Mayor

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

REGIONS BANK,
as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate"</u>
-------------	-------------------------	-----------------------

(Information to be inserted from Section 3.2(b)); and

(iii) the Initial Bond shall be numbered T-1.

Section 5.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

Fund: (i) The following Account is hereby created and established under the Bond

- (A) Principal and Interest Account; and
- (B) Capitalized Interest Account.

Reserve Fund: (ii) The following Accounts are hereby created and established under the

- (A) Reserve Account; and
- (B) Delinquency and Prepayment Reserve Account.

Project Fund: (iii) The following Accounts are hereby created and established under the

- (A) Improvement Area #2 Bond Improvement Account;
- (B) Improvement Area #2 Developer Improvement Account; and
- (C) Costs of Issuance Account.

Pledged Revenue Fund: (iv) The following Account is hereby created and established under the

- (A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds. The Improvement Area #2 Developer Improvement Account shall constitute a trust fund which shall be held in trust by the Trustee

solely for the benefit of the City. The Improvement Area #2 Developer Improvement Account shall not be part of the Trust Estate and shall not be security for the Bonds. Amounts in the Improvement Area #2 Developer Improvement Account shall not be used to pay the principal of or interest on the Bonds. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____, which is equal to the initial Reserve Account Requirement;
- (iii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (iv) to the Improvement Area #2 Bond Improvement Account of the Project Fund: \$_____; and
- (v) to the Administrative Fund: \$_____.

(b) Funds received from the Developer on the Delivery Date in the amount of [\$_____] shall be deposited to the Improvement Area #2 Developer Improvement Account.

Section 6.3. Pledged Revenue Fund.

(a) Periodically upon receipt thereof, the City shall transfer or cause to be transferred, pursuant to a City Certificate provided to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred pursuant to a City Certificate provided to the Trustee the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds next coming due, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under this Section 6.3(a), if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the

Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Certificate to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebatable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay other costs of the Improvement Area #2 Improvements, (ii) pay other costs permitted by the PID Act, or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Certificate.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on [March 1, 2023 and September 1, 2023]. Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund, or if the Improvement Area #2 Bond Improvement Account of the Project Fund has been closed as provided in Section 6.5(d), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) (1) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

(2) Disbursements from the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund to pay Improvement Area #2 Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment or Certificate for Payment – Developer Improvement Account, respectively. The funds from the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment or Certificate for Payment – Developer Improvement Account, respectively, for Improvement Area #2 Improvements as described in the Reimbursement Agreement. Each such Certificate for Payment or Certificate for Payment – Developer Improvement Account shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall

be made by check or wire transfer in accordance with the payment instructions set forth in such Certificate for Payment or Certificate for Payment – Developer Improvement Account or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d), (f) and (i), money on deposit in the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be used solely to pay Improvement Area #2 Improvements. The Trustee shall first pay Improvement Area #2 Improvements from funds on deposit in the Improvement Area #2 Bond Improvement Account. After all amounts have been disbursed from the Improvement Area #2 Bond Improvement Account, the Trustee shall pay Improvement Area #2 Improvements from funds in the Improvement Area #2 Developer Improvement Account upon receipt by the Trustee of a properly executed and completed Certificate for Payment – Developer Improvement Account.

(d) If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2 Bond Improvement Account and the Improvement Area #2 Developer Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2 Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee, and the identified amounts on deposit in the Improvement Area #2 Developer Improvement Account shall be transferred and released to the Developer, or to the Developer's successors and assigns or designees pursuant to Section 6.5(g). Upon such transfer, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all Improvement Area #2 Improvements have been completed and that all Improvement Area #2 Improvements have been paid, or that any Improvement Area #2 Improvements are not required to be paid from the Project Fund pursuant to a Certificate for Payment or a Certificate for Payment – Developer Improvement Account, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2 Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee, and the amounts on deposit in the Improvement Area #2 Developer Improvement Account shall be transferred and released to the

Developer, or to the Developer's successors and assigns or designees pursuant to Section 6.5(g). Upon such transfer, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

(g) Any amounts in the Improvement Area #2 Developer Improvement Account to be transferred and released pursuant to Section 6.5(d), (f) or (i) shall be irrevocably and unconditionally transferred and released to the Developer, or to the Developer's successors and assigns or designees as identified in a written notice from the Developer to the Trustee and the City. The City and the Trustee shall solely and conclusively rely as to payment of amounts released from the Improvement Area #2 Developer Improvement Account on any such written notice from the Developer as to their successors and assigns or designees. The City shall provide written notice of the release to the Trustee and Developer, or to the Developer's successors and assigns or designees, and the amount payable to the Developer, or its successors and assigns or designees.

(h) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund and used to pay Improvement Area #2 Improvements or to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

(i) In the event the Developer has not completed the Improvement Area #2 Improvements by December 30, 2027, then the City shall provide written direction to the Trustee to (i) transfer all funds on deposit in the Improvement Area #2 Bond Improvement Account to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof, and (ii) transfer and release amounts on deposit in the Improvement Area #2 Developer Improvement Account to the Developer, or to the Developer's successors and assigns or designees pursuant to Section 6.5(g). Upon such transfers, the Improvement Area #2 Bond Improvement Account and Improvement Area #2 Developer Improvement Account of the Project Fund shall be closed.

(j) In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such Certificate for Payment or Certificate for Payment – Developer Improvement Account if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any Certificate for Payment or Certificate for Payment – Developer Improvement Account by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.6. Redemption Fund.

The Trustee, pursuant to a City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 1 of each year, commencing March 1, 2023, an amount the City confirms to the Trustee is equal to the Additional Interest until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Certificate (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Certificate directing that a different amount be used. Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding, but only in the event the Delinquency and Prepayment Reserve Account is less than the Delinquency and Prepayment Reserve Requirement.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4, the Trustee, pursuant to a City Certificate, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$5,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the value of cash and Value of Investment Securities on deposit

in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Improvement Area #2 Bond Improvement Account of the Project Fund to pay Improvement Area #2 Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iv) to the Redemption Fund to be applied to the redemption of Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the City's federal tax certificate for the Bonds, as further set forth in written directions from the City to the Trustee. The Trustee may conclusively rely on such written instructions as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such written instructions in all respects.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Periodically upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes

an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Morgan Stanley, Fidelity or Federated family of funds, but only so long as such funds are authorized investments and permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, and only so long as such investments constitute Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as directed by the City in writing.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee

will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the Assessed Property from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be

required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and any Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than twenty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for

the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Improvement Area #2 Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #2 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and, except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Pledged Revenue Fund and Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all fees, costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree

of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #2 Improvements. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and

agreed upon, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provision of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The right of the Trustee to fees, expenses, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor. Notwithstanding the foregoing, if, after 60 days following receipt of the notice, the City has not appointed a successor Trustee, the Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee, at no expense to the City, and such resignation shall take effect upon the court's appointment of a successor Trustee.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly

authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 50% of the aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners.

(c) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment as Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements. The City shall timely delivery a copy of such filed financing statement, if any, to the Trustee.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds and, except as otherwise provided in the Continuing Disclosure Agreement of the Issuer, shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of the Bonds of at least a majority of the aggregate principal amount of the Bonds then Outstanding and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of

any Owners, only to the extent permitted by law, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will

not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of

any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.8. Waiver of Default.

With the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

(a) In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(b) No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (i) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (ii) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (iii) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2; and

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than 51% in aggregate Outstanding principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice.

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

The Trustee shall not be charged with knowledge of (a) any events or other information, or (b) any default under this Indenture or any other agreement unless a responsible officer of the Trustee shall have actual knowledge thereof.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than 51% in aggregate Outstanding principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than 51% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing;

however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by its counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds, Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to this Section 11.4 within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond shall bind all future Owners of the

same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Other Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate, or any portion thereof.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, or subordinate lien obligations permitted hereunder, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, or any portion thereof, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provision of this Indenture but subject to Section 7.3, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than Refunding Bonds and subordinate lien obligations permitted hereunder. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject

to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing

appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

City of Anna, Texas
120 W. 7th St.
Anna, Texas 75409
Attn: Director of Finance
Telephone: (972) 924-3325

If to the Trustee, initially also acting in
the capacity of Paying Agent/Registrar

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046
Attn: Corporate Trust Services
Telephone: (713) 244-8042

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after

the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State. Venue and exclusive jurisdiction for any action to enforce or construe this Indenture shall be a state court of competent jurisdiction in Collin County, Texas or any federal court with diversity jurisdiction.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Reimbursement Agreement Amendments and Supplements.

The City and the Developer may amend and supplement the Reimbursement Agreement from time to time without the consent or approval of the Owners or the Trustee.

Section 15.10. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.11. Texas Government Code Verifications.

(a) The Trustee represents that, neither the Trustee, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

(b) The Trustee hereby verify that the Trustee and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) The Trustee hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Indenture is a contract for goods or services, will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as added by Senate Bill 13 in the Regular Session of the 87th Legislature of Texas, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott energy company" means (without an ordinary business purpose) refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company.

(d) The Trustee hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Indenture is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the firearm entity or firearm trade association and not based solely on its status as a firearm entity or firearm trade association, (b) 'firearm entity' means a

manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in subsections (a) through (d) above, the Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

(e) The Trustee represents that it has, or will have prior to the date of delivery of the Bonds, on file with the Texas Attorney General a standing letter addressing the representations and verifications in subsections (a) through (d) above in a form acceptable to the Texas Attorney General. In addition, if the Trustee has received notice from the Texas Comptroller of Public Accounts that the Trustee or its affiliate may appear on the State of Texas’ list of financial companies that boycott energy companies, the Trustee agrees to provide to the City or Bond Counsel, two business days prior to the delivery date for the Bonds, written verification to the effect that the applicable standing letter remains in effect and may be relied upon by the City and the Texas Attorney General. The written verification will also confirm that the Trustee (or its affiliate which received the letter from the Comptroller) intends to timely respond to the Comptroller’s request. Such written verification may be in the form of an e-mail.

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IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor
City of Anna, Texas

Attest:

Carrie L. Land, City Secretary
City of Anna, Texas

(CITY SEAL)

REGIONS BANK,
as Trustee

By: _____
Authorized Officer