AGENDA

City Council Meeting

Tuesday, December 13, 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 December 13, 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.**

   a. Discuss maintenance and operations within TxDOT corridors and potential options for City involvement. (Director of Public Works Greg Peters, P.E.)

   b. Update on the December 6, 2022 Joint City Council and Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski)

3. **Invocation and Pledge of Allegiance**.

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)

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 November 22, 2022. (City Secretary Carrie Land)

b. Review the Minutes from the October 17th Parks Advisory Board Meeting (Assistant Director of Neighborhood Services Jeff Freeth).

c. Review Minutes of the November 7, 2022 Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)

d. Approve a Resolution regarding the DHI Anna, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)

e. Approve a Resolution regarding the DHI Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

f. Approve a Resolution regarding the Facundo Addition, Block A, Lots 1-4, Minor Plat. (Director of Development Services Ross Altobelli)

g. Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)

h. Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

i. Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Replat. (Director of Development Services Ross Altobelli)

j. Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Site Plan. (Director of Development Services Ross Altobelli)

k. Approve a Resolution regarding the Oak Briar Addition, Block A, Lots 1R, 2R, & 3, Replat. (Director of Development Services Ross Altobelli)

l. Approve a Resolution regarding the Anna Town Center Addition, Block A, Lot 12, Site Plan. (Director of Development Services Ross Altobelli)

m. Approve the Quarterly Investment Report for the Period Ending September 30, 2022. (Finance Director Alan Guard)

n. Approve a Resolution authorizing the City Manager to enter into a Wastewater Regionalization Agreement with North Texas Municipal Water District in a form approved by the City Attorney (Director of Public Works Greg Peters, P.E.)

o. Approve a Resolution authorizing the City Manager to execute documents for the purchase of a portion of real property and permanent drainage easements located at 506 Hackberry Drive necessary for the construction of Hackberry Drive roadway improvements west of State Highway 5 in accordance with certified appraisals and in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

7. Items For Individual Consideration.

a. Consider/Discuss/Action on a Resolution regarding One Anna Two Addition, Block A, Lot 4R Development Agreement. (Director of Development Services Ross Altobelli)

b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance for a Specific Use Permit (SUP) for a hotel on one lot on 2.9± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. (Director of Development Services Ross Altobelli)

c. Consider/Discuss/Action on a Resolution regarding One Anna Two Addition, Block A, Lot 4R, Concept Plan. (Director of Development Services Ross Altobelli)

d. Consider/Discuss/Action on a Resolution regarding the Anna Station Development Agreement (Planning Manager Lauren Mecke).

e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend zoning for multiple-family residences on one lot on 16.3± acres located on the south side of County Road 1106, 185± feet east of N. Powell Parkway. (Planning Manager Lauren Mecke)

f. Consider/Discuss/Action on a Resolution regarding Anna Station, Concept Plan. (Planning Manager Lauren Mecke)

g. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. (Director of Development Services Ross Altobelli)

h. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding Sherley Park Addition, Block A, Lots 1 and 2, Replat. (Director of Development Services Ross Altobelli)

i. Consider/Discuss/Action on a Resolution regarding Sherley Park Addition, Block A, Lots 1 and 2, Site Plan. (Director of Development Services Ross Altobelli)

j. Consider/Discuss/Action on a Resolution regarding the NexMetro/SWBC Anna, Development Agreement. (Director of Development Services Ross Altobelli)

k. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development. (Director of Development Services Ross Altobelli)

l. Consider/Discuss/Action on a Resolution regarding NexMetro / SWBC Anna, Concept Plan. (Director of Development Services Ross Altobelli)

m. Conduct a Public Hearing/Consider/Discuss/Action on the Avery Pointe, Phase 1, Block U, Lots CA-67R & 68, Replat. (Director of Development Services Ross Altobelli)

n. First reading of a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

o. Second reading of a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

p. Consider/Discuss/Action on a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

q. Conduct a Public Hearing on the Levying of Assessments in Improvement Area #2 within the Hurricane Creek Public Improvement District. (Director of Economic Development Joey Grisham)

r. Consider/Discuss/Action on an Ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for Improvement Area#2 of the Hurricane Creek Public Improvement District; Making a finding of Special Benefit to the property in Improvement Area #2 of the District; Levying Special Assessments against property within Improvement Area #2 of the District and establishing a lien on such property; Providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, proving penalties and interest on delinquent assessments, providing for severability, and proving an effective date. (Director of Economic Development Joey Grisham)

s. Consider/Discuss/Action on adoption of an Ordinance authorizing the issuance of the "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)"' approving and authorizing an Indenture of Trust, A Bond Purchase Agreement, A Limited Offering Memorandum, A Continuing Disclosure Agreement and Other Agreements and Documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date." (Director of Economic Development Joey Grisham)

t. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute documents for the purchase of real property necessary for the construction of Hackberry Drive roadway improvements west of State Highway 5 in accordance with certified appraisals and in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

u. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the relocation of overhead poles and utilities located adjacent to the City of Anna Municipal Complex as a part of the Downtown Street Improvements capital project. (Director of Public Works Greg Peters, P.E.)

v. Consider/Discuss/Action on a Resolution awarding the bid for the Municipal Complex Parking Expansion (Director of Public Works Greg Peters, P.E.)

w. Consider/Discuss/Action to fill an EDC/CDC Boards vacancy. (City Secretary Carrie Land)

x. Consider/Discuss/Action to fill a Board of Adjustment vacancy. (City Secretary Carrie Land)

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). EDC-CDC Boards

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 the Anna Municipal Complex on the bulletin board at or before 5:00 p.m. on 12/09/2022.

_____

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: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:
Discuss maintenance and operations within TxDOT corridors and potential options for City involvement. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
This item is to allow staff to present information to the City Council in regards to current maintenance and operations of xDOT corridors in the City of Anna and potential options the City may consider to improve certain aspects of them. Staff is seeking feedback from the Council on the level of interest in funding enhancements which are above and beyond the level of service provided by the State.

FINANCIAL IMPACT:
FInancial impact will be based upon final decisions in regards to City involvement.

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:
None at this time.

ATTACHMENTS:

APPROVALS:
Gregory Peters, Director of Public Works — Created/Initiated - 12/7/2022
Jim Proce, City Manager — Final Approval - 12/7/2022

Item No. 2.b.

City Council Agenda
Staff Report

Meeting Date:	12/13/2022
Staff Contact:	Kimberly Winarski

AGENDA ITEM:
Update on the December 6, 2022 Joint City Council and Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski)

SUMMARY:
This is an update from the December 6, 2022 Joint City Council and Diversity and Inclusion Advisory Commission meeting.

On December 6, the Diversity and Inclusion Board held a joint meeting with the City Council to discuss goals and objectives and to get direction from the City Council for board operations going forward. The purpose of this item is to brief the Council on the meeting, seek direction from the Council, and discuss next steps.

FINANCIAL IMPACT:
Not Applicable

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

STAFF RECOMMENDATION:
Staff seeks Council direction

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager	Created/Initiated - 12/8/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Carrie Land

AGENDA ITEM:
Approve City Council Meeting Minutes for November 22, 2022. (City Secretary Carrie Land)

SUMMARY:
Approve the City Council Meeting Minutes for November 22, 2022.

FINANCIAL IMPACT:
Not applicable

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

STAFF RECOMMENDATION:
Approve the City Council Meeting Minutes for November 22, 2022.

ATTACHMENTS:
1. Draft Minutes 11-22-2022

APPROVALS:
Carrie Land, City Secretary — Created/Initiated - 12/7/2022
Jim Proce, City Manager — Final Approval - 12/7/2022

Regular City Council Meeting
Meeting Minutes

Tuesday, November 22, 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 on November 22, 2022 at 6:00 PM 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 6:02 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.**

Council Member Carver led the Invocation and Mayor Pike led the Pledge of Allegiance.

3. **Work Session.**

a. Discuss a potential impact fee credit agreement to partner with the development community to abandon an existing sewer lift station and construct a regional sewer lift station in an alternate location for various single family developments east of State Highway 5. (Director of Public Works Greg Peters, P.E.)

b. Discuss update on NCTCOG and City of Anna partnership on Ferguson Parkway. (Director of Public Works Greg Peters)

c. Presentation and discussion of a resolution of the Anna Community Development Corporation approving and authorizing the expenditure of funds for Phase I of City of Anna Wayfinding Program and approving a professional services agreement with Lee Engineering, L.L.C. (Assistant Director Taylor Lough)

d. Zoning Discussion - Anna Ranch Phase 3 (Planning Manager Lauren Mecke)

Mayor Pike moved to Item 7.g.

4. **Neighbor Comments.**

Kylee Kelly, Stuart Brown, Richard Espiroza, Ryan Teichman, Kelly Teichman, Tom Longmire, and Ben Easaw stated their opposition to the Atmos Metering Station to be located in Urban Crossing subdivision.

a. Public Announcements (Mayor Nate Pike)

On Thursday and Friday, city facilities will be closed for the Thanksgiving holiday. Thursday routes will be picked up on Friday, Nov. 25. Friday routes will be picked up on Saturday, Nov. 26.

Anna ISD has invited all community members to send off our football team on their way to the Regional Semi-Final game this Friday, Nov. 25. The team will load the bus around 10:30am. Meet at the new Anna Indoor Facility to support the team as they load the bus & head to Allen Eagle Stadium.

The Anna Texas Police Department and Anna Fire Department Cruising with a Claus Holiday Toy Drive 2022 is officially underway! The toy drive benefits Anna elementary students this holiday season. Your help is crucial to make this toy drive successful. Donations of new, unwrapped toys can be dropped of in the wrapped collection boxes located at the Police Department, Walmart, Deep Roots Montessori, our local elementary schools and Texas Bank.

Give the gift of an experience this holiday season. Our winter recreation guide is now available online at www.annatexas.gov/RecGuide. Browse to find an abundance of activities and events to make this winter special.

On Friday, Dec. 2, join City Manager Jim Proce for breakfast at the Municipal Complex and have some friendly conversation. Jim will talk about some of the current projects happening in Anna and some of the things to come. You'll have the opportunity to ask questions.

And finally, we hope to see you at the annual Christmas Tree lighting. The event will take place on December 3 here at Anna Municipal Complex starting at 5 p.m. and will feature crafts in Santa’s Workshop, photos with Santa, hot chocolate, a live reindeer, fireworks, and more!

Dec. 3 is also the kick off date of our 12 Days of Anna holiday celebration. Learn more about it at www.AnnaTexas.gov/12DaysofAnna

b. Recreation program and events report and announcement of the 12 Days of Anna programs and Christmas tree lighting event on Saturday, December 3rd (Assistant Director of Neighborhood Services Jeff Freeth).

c. Recognition of the 2022 City of Anna Youth Soccer volunteer coaches

(Assistant Director of Neighborhood Services Jeff Freeth)

d. Report on November 21st Parks Advisory Board Meeting. (Assistant Director of Neighborhood Services Jeff Freeth)

e. Update from the November 1, 2022 Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski).

6. **Consent Items.**

MOTION: Mayor Pro Tem Miller moved to approve items a-d, i-k and m, and removed items e-h and l. Council Member Ussery seconded. Motion carried 7-0.

a. Approve the City Council Meeting Minutes for the November 8, 2022 meeting. (City Secretary Carrie Land)

b. Review Minutes of the October 3, 2022 Planning & Zoning Commission Meeting. (Planning Manager Lauren Mecke)

c. Review Minutes of the October 5, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

d. Review Monthly Financial Report for the Month Ending October 31, 2022. (Budget Manager Terri Doby)

e. Approve an Ordinance Amending the FY2023 Operating Budget and Community Investment Program (CIP) Budget to appropriate funding for additional staffing, the Downtown Plaza, and the Wheeled Sports Park. (Budget Manager Terri Doby)

The City Council has provided direction to staff to implement the following initiatives, which require a budget amendment.

The proposed budget amendment includes funding for the following purposes:

Sales tax revenue exceeded FY2022 revenue projections and is expected to continue to grow in FY2023 as a result of the explosive growth in our community. This explosive growth is also resulting in the need for additional staff, equipment and services in order to maintain the quality of services for our neighbors.

AN ORDINANCE AMENDING ORDINANCE NO. 1002-2022 ADOPTING THE BUDGET FOR THE 2022-2023 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

f. Approve a Resolution establishing a Depository Bank Solicitation Policy. (Finance Director Alan Guard)

The City's contract for Bank Depository Services with Independent Financial expires May 31, 2023. City staff is currently working with Valley View Consulting on a Request for Applications (RFA) for a new contract beginning June 1, 2023. In working with the consultants, it was discovered that City Council passed a resolution last time that limited the solicitation area to financial institutions within 7 miles of City Hall. It is recommended that Council adopt a new policy that expands the solicitation area that will allow staff and City Council more flexibility in determining the financial institutions that will be eligible. This will potentially lead to more banks applying and higher interest rates paid and lower fees. This is allowable by resolution under Chapter 105 of the Local Government Code.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ADOPTING A POLICY PERMITTING THE CONSIDERATION OF APPLICATIONS FOR PRIMARY DEPOSITORY SERVICES RECEIVED FROM FINANCIAL INSTITUTIONS THAT ARE NOT DOING BUSINESS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY.

MOTION: Mayor Pike moved to approve. Mayor Pro Tem Miller seconded. Motion carried 7-0.

g. Approve a Resolution on an agreement for project initiation services for an indoor recreation facility with Project Advocates. (Director of Public Works Greg Peters, P.E.)

This item is to approve a contract with Project Advocates to provide the City with professional services pertaining to the project initiation and project scoping for a future indoor recreation center, as approved in Proposition C of the 2021 Bond Election. Project Advocates will assist the City in the development of a project charter through a mix of public engagement, project costing, feedback from the Parks Board and City Council, and scoping of facility needs.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PROJECT ADVOCATES FOR PROJECT INITIATION SERVICES ON A NEW INDOOR RECREATION FACILITY FOR THE CITY OF ANNA, TEXAS, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

h. Approve a Resolution for a contract with Teague Nall & Perkins for landscape architecture professional services on the Municipal Complex Plaza. (Director of Public Works, P.E.)

The plaza on the Anna Municipal Complex property is a key component of the overall development of the site. It will tie in all three buildings, including the

existing Central Fire Station, Municipal Building, and the future Library. In addition, this will be a public event space and park area for public use, providing a strong link to the business district just north through Interurban. The project is a part of the City of Anna Strategic Plan to enhance the downtown area.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND TEAGUE NALL & PERKINS, INCORPORATED, FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES RELATED TO THE ANNA MUNICIPAL COMPLEX PLAZA, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

i. Acting as the Anna Public Facility Corporation Board of Directors, Approve a Resolution authorizing the First Amendment to the Loan Agreement of the Multifamily Housing Revenue Bonds (Palladium East Foster Crossing); approving and authorizing the execution and delivery of related documents; authorizing representatives of the Anna PFC to execute documents; and approving related matters. (Director of Economic Development Joey Grisham)

This item includes minor changes to the Palladium East Foster Crossing Loan Agreement and is not material to the Anna PFC but does require Board approval.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING A FIRST AMENDMENT TO AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT WITH ANNA VILLAGE RESIDENTIAL, LTD. AND ANNA VILLAGE COMMERCIAL, LTD.

j. Approve a Resolution approving and authorizing a First Amendment to Amended and Restated Incentive Agreement for New Economic Development with Anna Village Residential, Ltd. and Anna Village Commercial, Ltd. (Director of Economic Development Joey Grisham)

The Council previously approved an Incentive Agreement for a high-quality 317 unit MF complex on US Highway 75, and this amendment simply updates the dates for project commencement and completion. The Developer has until January 31, 2023 to commence construction and December 31, 2024 to complete the project. They must also obtain the building permit for Phase 1 by December 9, 2022.

FIRST AMENDMENT TO AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

k. Accept an equipment donation to the Anna Police Department from RPS Defense (Police Chief Dean Habel)

RPS Defense, a private aviation company located in Addison, TX, contacted the police department and offered to donate safety gear with a total estimated retail value of $9,000.

l. Approve a Resolution authorizing the City Manager to execute a construction agreement with SPA Skateparks for the construction of a skatepark at Slayter Creek Park. (Neighborhood Services)

The design of the skate park at Slayter Creek Park has progressed enough for SPA Skateparks to provide the City with a Guaranteed Maximum Price of $1.8 million for construction. Tentatively, construction will begin in early April of next year and should be completed by September 2023.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONSTRUCTION AGREEMENT WITH TEXAS AND TRANSCEND, INC. D/B/A SPA SKATEPARKS FOR THE CONSTRUCTION OF A SKATEPARK AT SLAYTER CREEK PARK.

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

m. Approve a Resolution adopting a New City Seal. (City Secretary Carrie Land)

The City seal is affixed to all appropriate documents, ordinances, resolutions, minutes and proclamations by the City Secretary. Staff is recommending personalizing the City seal to match the inlay in the lobby at the Municipal Complex. The seal would then be unique to the City of Anna.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ADOPTING A NEW CITY SEAL; AND OTHER MATTERS IN CONNECTION THEREWITH.

7. **Items For Individual Consideration.**

a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance for a Specific Use Permit (SUP) for a hotel on one lot on 2.9± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. (Planning Manager Lauren Mecke)

The Zoning Ordinance and Planned Development allows motor hotel within the Restricted and General Commercial districts with approval of a SUP.

Mayor Pike opened the public hearing at 7:39 PM.

MOTION: Mayor Pike moved to hold the public hearing open until Tuesday, December 13, 2022 City Council meeting at 6PM to be held in the Municipal

Complex Building, 120 W. 7th St. Mayor Pro Tem Miller seconded. Motion carried 7-0.

b. Consider/Discuss/Action on a Resolution regarding One Anna Two Addition, Block A, Lot 4R, Concept Plan. (Planning Manager Lauren Mecke)

Hotel on one lot on 3.0± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. Zoned: Planned Development (Ord. No. 765-2018).

The purpose of the Concept Plan is to show the future hotel and related site improvements.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ONE ANNA TWO ADDITION, BLOCK A, LOT 4R.

MOTION: Mayor Pike moved to approve. Mayor Pro Tem Miller seconded. Motion carried 7-0.

c. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. (Planning Manager Lauren Mecke)

At the November 7, 2022 Planning & Zoning Commission meeting, the public hearing was tabled until the December 5, 2022 Planning & Zoning Commission meeting in order for the applicant to address outstanding plan review comments.

Recommend the public hearing be tabled and held open until the Tuesday, December 13, 2022 City Council meeting at 6PM to be held in the Municipal Complex Building (120 W 7th Street).

Mayor Pike opened the public hearing at 7:49 PM.

MOTION: Mayor Pike moved to hold the public hearing open until Tuesday, December 13, 2022 City Council meeting at 6PM to be held in the Municipal Complex Building, 120 W. 7th St. Mayor Pro Tem Miller seconded. Motion carried 7-0.

d. Consider/Discuss/Action on an Ordinance regarding a sign variance. (Planning Manager, Lauren Mecke)

The applicant is requesting a variance to allow for the sign to be five feet closer to the right-of-way, reducing the setback from 15 feet to 10 feet. Additional signage on the property will be subject to the rules and regulations of Article 9.05 *Signs*.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S 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.

MOTION: Council Member Carver moved to approve. Council Member Ussery seconded. Motion carried 7-0.

e. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on a resolution authorizing the formation of and APFC as sole member of (i) APFC Waters Creek Member, LLC, as special member and landlord, (ii) APFC Waters Creek Contractor, LLC, as general contractor, and (iii) APFC Waters Creek Development, LLC, as co-developer, all in relation to the financing, acquisition, construction and development of the Jefferson Villages at Waters Creek multifamily affordable housing development.(Director of Economic Development Joey Grisham)

As the PFC Board will recall, the Villages of Waters Creek is a Class A Multifamily project being developed by JPI, who is also doing the Parmore Senior Living project in Anna Town Square. The Anna PFC approved an MOU for this project earlier this year. This item approves the necessary documents for the partnership structure. 50% of the units will be targeted for those who earn 80% AMI, while the remaining 50% will be market rate units.

MOTION: Council Member Carver moved to approve. Council Member Ussery seconded. Motion carried 7-0.

f. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on a resolution as sole member of APFC Waters Creek Member, LLC and APFC Waters Creek Contractor, LLC, to take certain actions and enter into certain documents relating to the financing of the Jefferson Villages at Waters Creek multifamily affordable housing development. (Director of Economic Development Joey Grisham)

As the Anna PFC Board will recall, the Villages of Waters Creek is a Class A Multifamily project being developed by JPI, who is also doing the Parmore Senior Living project in Anna Town Square. The Anna PFC Board approved an MOU for this project earlier this year. This item approves the necessary documents for the partnership structure. 50% of the units will be targeted for those who earn 80% AMI, while the remaining 50% will be market rate units.

RESOLUTION OF THE SOLE MEMBER OF APFC WATERS CREEK MEMBER, LLC

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

g. Consider/Discuss/Act on an Ordinance re-naming Throckmorton Boulevard to Buddy Hayes Boulevard. (Director of Public Works Greg Peters, P.E.)

This item is to officially change the name of Throckmorton Boulevard to Buddy Hayes Boulevard. Throckmorton Boulevard requires a name change due to a road with the same name being located just south of Anna. In addition, this is an opportunity to celebrate the life of one of Anna's most distinguished neighbors.

Changing the name of Throckmorton Boulevard to Buddy Hayes Boulevard will honor the contributions of Mr. Hayes, his wife Juanita, and his family to the Anna community.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, RENAMING THROCKMORTON BOULEVARD; PROVIDING A SAVINGS, SEVERABILITY AND REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

h. Consider/Discuss/Action to fill an EDC/CDC Boards vacancy. (City Secretary Carrie Land)

Shane Williams, Place 1 has submitted his resignation. The vacancy is a partial term, expiring May 2023.

MOTION: Mayor Pro Tem Miller moved to Postpone until Dec 13, 2022. Council Member Toten seconded. Motion carried 7-0.

i. Consider/Discuss/Action to fill a BOA vacancy. (City Secretary Carrie Land)

Place 1A is currently vacant. The term is a partial term, expiring May 2023.

MOTION: Mayor Pro Tem Miller moved to Postpone until Dec. 13th, 2022. Council Member Atchely seconded. Motion carried 7-0.

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).

MOTION: Mayor Pike moved to enter closed session. Mayor Pro Tem Miller seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 7:57 PM.

Mayor Pike reconvened the meeting at 8:34 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 8:34 PM.

Approved on December 13, 2022

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date:	12/13/2022
Staff Contact:	Jeff Freeth

AGENDA ITEM:
Review the Minutes from the October 17th Parks Advisory Board Meeting (Assistant Director of Neighborhood Services Jeff Freeth).

SUMMARY:
Review of the Minutes of the October 17th Parks Advisory Board Minutes.

FINANCIAL IMPACT:
NA

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4 High Performing Professional City Objective: Have open and transparent City government that is trusted by the neighbors (3). Value to Neighbors: Opportunities to become involved in the City's governance process (6).

STAFF RECOMMENDATION:
NA

ATTACHMENTS:
1. 10-17-2022 Park Advisory Board Meeting Minutes (signed)

APPROVALS:

Jeff Freeth, Recreation Manager	Created/Initiated - 12/7/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

THE CITY OF Anna

Minutes
Anna Parks Advisory Meeting
Monday, October 17th, 6:00 pm
Anna City Hall, 120 W. 7th Street

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, October 17th @ 6:00 PM

Slayter Creek Park
425 W. Rosamond Pkwy

The Parks Advisory Board of the City of Anna met at 6:00 PM, on October 17th, 2022, at Slayter Creek Park, to consider the following items:

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

   Parks Advisory Board Member Eirik Hansen called the meeting to order at 6:00 pm.

   Parks Advisory Board Member Jeff Reece and Jon Schwyzer were absent. Staff present included Recreation Manager Jeff Freeth, Park Planning and Development Manager Dalan Walker, and City Council Members Stan Carver and Pete Cain.

2. **Invocation and Pledge of Allegiance**

   Parks Advisory Board Member Eirik Hansen led the Pledge of Allegiance.

3. **Reports**
   a. Recreation Manager Jeff Freeth presented a report on fall recreation programs and events, as well as providing an update on winter session programs and events planning.

4. **Project Updates**
   a. Park Planning and Development Manager Dalan Walker provided an update on the Bryant Park project which included fencing, seeding and irrigation of the field(s).
   b. Park Planning and Development Manager Dalan Walker provided an update on the Johnson Park field lighting project.
   c. Park Planning and Development Manager Dalan Walker provided an update on the Henry Clay "Yank" Washington park trail and half-basketball court project.
   d. Park Planning and Development Manager Dalan Walker provided an update on the Natural Springs Park parking lot project.
   e. Park Planning and Development Manager Dalan Walker provided a walkthrough of Slayter Creek Park that provided updates on the following projects: disc golf, splash pad renovations, fitness station, additional restroom, north parking lot expansion, pickleball, basketball and tennis courts and skate park.

5. **Individual Consideration**

   a. Discuss, Consider and Act on Parks Advisory Board meeting minutes from September 19th, 2022.

      MOTION: Parks Advisory Board Member Elden Baker moved to approve the Minutes with the request that the tabling of the election of the Chair, Vice Chair and Secretary to the October 16th meeting be reflected. Parks Advisory Board Member Andrew Michrina seconded. Motion carried.

b. Discuss, Consider, Act on the election of a Chair.

MOTION: Parks Advisory Board Member Elden Baker moved to nominate Eirik Hansen as the Parks Advisory Board Chair. Parks Advisory Board Member Mackenzie Jenks seconded. Motion carried.

c. Discuss, Consider, Act on the election of a Vice Chair.

MOTION: Parks Advisory Board Member Eirik Hensen moved to nominate Elden Baker as the Parks Advisory Board Vice Chair. Parks Advisory Board Member Mackenzie Jenks seconded. Motion carried.

d. Discuss, Consider, Act on the election of a Secretary.

MOTION: Parks Advisory Board Member Elden Baker moved to nominate Mackenzie Jenks as the Parks Advisory Board Secretary. Parks Advisory Board Member Andrew Michrina seconded. Motion carried.

e. Discuss, Consider, Act on the November and December Parks Advisory Board Meetings.

MOTION: Parks Advisory Board Member Elden Baker moved to conduct both the November and December meetings with further discussion for the need of the December at the November 21st Parks Advisory Board Meeting. Parks Advisory Board Member Eirik Hansen seconded. Motion carried.

6. Adjourn

Parks Advisory Board Member Eirik Hansen adjourned the meeting at 7:06 pm.

Jeff Freeth, Assistant Director of Neighborhood Services

ATTEST: _____

Item No. 6.c.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Review Minutes of the November 7, 2022 Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)

SUMMARY:
Approved minutes from the November 7, 2022 Planning & Zoning Commission Meeting.

FINANCIAL IMPACT:
N/A

STATEGIC CONNECTIONS:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATIONS:
N/A

ATTACHMENTS:

1. 11-07-2022 PZ Minutes (Signed)

MINUTES
PLANNING AND ZONING COMMISSION
November 7, 2022

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

1. Call to Order and Establishment of Quorum

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

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

2. Invocation and Pledge of Allegiance

   Commissioner Ogan gave the invocation and led the Pledge of Allegiance.

3. Citizen Comments: At this time, any person may address the Planning and Zoning Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. Location Map

Consent Items

A motion was made by Commissioner Ogan seconded by Commissioner Wenzel to recommend approval of consent items 5-16. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the October 3, 2022 Planning & Zoning Commission Meeting.

6. Consider/Discuss/Action on the James' Estates, Block A, Lot 1, Development Plat. Applicant: Derrick & Meegyn James.

7. Consider/Discuss/Action on the McAlexander West, Block A, Lot 1, Final Plat. Applicant: Joseph C McAlexander.

8. Consider/Discuss/Action on the Meadow Vista, Phase 2, Final Plat. Applicant: Bloomfield Homes, LP.

9. Consider/Discuss/Action on The Woods at Lindsey Place Municipal, Block A, Lot 1, Block B, Lot 1, Block C, Lot 1X, Final Plat. Applicant: David Booth, D.R. Horton.

10. Consider/Discuss/Action on the Anna Town Center Addition, Block A, Lots 6R & 12, Replat. Applicant: Brian Bischoff / Chief Partners.

11. Consider/Discuss/Action on the Independent Bank Addition, Block A, Lot 1R, Replat. Applicant: Anna Economic Development Corporation and Anna Community Development Corporation.

12. Consider/Discuss/Action on the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Replat. Applicant: Marcus Property Company LLC.

13. Consider/Discuss/Action on the Anna Town Square Addition, Block A, Lot 2R, Preliminary Replat. Applicant: Grand at Anna II Owner, LLC.

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

15. Consider/Discuss/Action on the Prose Foster Crossing, Block A, Lot 1, Preliminary Plat. Applicant: 615 Foster Crossing Investments LLC.

16. Consider/Discuss/Action on Fire Station No. 2, The Villages of Hurricane Creek, Phase 1B, Block I, Lot 18X, Site Plan. Applicant: City of Anna.

Items for Individual Consideration

17. Consider/Discuss/Action on the Pitts Addition, Block A, Lots 1 & 2, Final Plat. Applicant: Gregory C. & Judy K. Pitts.

Ms. Tittle introduced the item. The applicant is requesting approval of a Final Plat with a waiver to the maximum cul-de-sac street length in order to subdivide the existing tract of land into two lots. The Final Plat is recommended for approval.

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

18. Conduct a Public Hearing/Consider/Discuss/Action on a request for a Specific Use Permit (SUP) for a metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368. Applicant: MM Anna 325 LLC.

Ms. Mecke introduced the item. The applicant is requesting approval of a Specific Use Permit for a gas metering station on 0.6± acre located within the Villages of Hurricane Creek development. The item had been tabled at the previous meeting.

The Public Hearing was opened at 7:06 p.m.

The applicant's representative, John Tedesco with Kimley-Horn and Associates gave a brief presentation regarding the project and to try to answer some of the questions that the Commission had at the previous meeting.

Commissioner Wenzel asked the applicant why they are choosing this particular location around the existing houses when there is a huge amount of empty green space around Anna.

Mr. Tedesco explained that one of the representatives from Atmos might want to answer that question.

John Manganilla, Manager of Public Affairs for Atmos Energy, advised the Commission that this was going to serve the gas needs for the growing community and that this site was going to go on top of the existing pipeline that runs through the community.

Commissioner Wenzel asked how far west does the gas line run.

Mr. Manganilla advised that he did not have that information in front of him, so he was unsure. Mr. Manganilla then asked Ms. Mecke if she was able to pull the city's GIS map up on the screen because you can typically see the pipeline scaring on the ground to see how far it actually runs.

Commissioner Martin asked where the next nearest easement was in case they didn't put it at this exact location.

Mr. Manganilla advised it would be somewhere on the actual pipeline. He then asked for clarification to Commissioner Martin's question.

Commissioner Martin explained that she would like to know, if this request does not pass, where is the nearest location they would choose next.

Mr. Manganilla advised that they would have to go back to the drawing board and see where they could feasibly put the station.

Chairwoman Patterson-Herndon asked how much volume would go through this location.

Mr. Manganilla explained that it would change based on the growth of the community. As of right now, this location will be serving the Hurricane Creek development as it develops.

Chairwoman Patterson-Herndon asked if this was a transfer station or is it just a metering station.

Mr. Manganilla advised that it will be pulling gas off the high pressured transmission line and measuring the gas as it comes off.

Chairwoman Patterson-Herndon asked if there were any other stations near this location or in Anna.

Mr. Manganilla advised that this would be the second location in Anna and it will help with supply during critical times.

Chairwoman Patterson-Herndon asked if there will be any other chemicals kept in this area.

Mr. Manganilla asked for specifics.

Chairwoman Patterson-Herndon emphasized that she wanted to know if any chemicals will be stored on site.

Mr. Manganilla said no and that they do not typically store chemicals or typically use chemicals. He explained that the only chemical they use that will be on site is deodorizer.

Commissioner Hermann asked if the subdivision getting gas is relying on this particular location.

Mr. Manganilla said they will be serving the Hurricane Creek subdivision from this particular location. He also explained that this location will also be serving other subdivisions as Anna grows.

Chairwoman Patterson-Herndon said she was curious to know where the first location is in Anna.

Mr. Manganilla said he could get her the information but that he would have to go back and look at their GIS system.

Mr. Tom Longmire, residing at 3032 Crossing Drive, spoke in opposition of the request and explained that it is too close to the residences, the chemicals used are known to be dangerous to humans and it will be too close to backyards where children play. He advised that these metering stations typically have a number of chemicals on site that are known to have dangerous reactions to humans. He believes it could be located further away.

Mr. Richard Espinosa, residing at 3106 Crossing Drive, spoke in opposition of the request and explained that there will definitely be other chemicals used and stored on site. He believes this could be located somewhere else.

Mr. Mike Archer, residing at 3119 Crossing Drive, spoke in opposition of the request and read some information from the U.S Department of Transportation Pipeline and Hazardous Materials Safety Administration which goes into detail of gas distribution significant causes. He advised that having the metering station at that location increases the chances of errors and significant causes that are of concern to the residents. He believes that Atmos should find another location that has less residents that would be impacted. Mr. Archer also explained that another significant cause listed is impact damage and he is concerned with cars on the future Rosamond and potential accidents that could impact the station.

Ms. Susan Easaw, residing at 3040 Crossing Drive, spoke in opposition of the request and explained that the neighborhood has several elderly residents and several with small children and the respiratory issues that can come with this metering station.

Mr. Ben Easaw, residing at 3040 Crossing Drive, spoke in opposition of the request and explained that this metering station can go somewhere else. He advised that articles in 2021 clearly show that there have been health issues for even the crew that has to clean the metering station with the chemicals that are used.

Mr. Stuart Brown, residing at 3027 Crossing Drive, spoke in opposition of the request and advised that the applicant still has not answered the Commissions questions. All the applicant did was show two slides that prove its noisy and that it stinks. He said that there are already hundreds of homes in the new development that are already getting gas from somewhere and that this proves the new metering location is not just for the new development. Mr. Brown also explained that this new location will not be providing his neighborhood with gas, but have no problem sticking it in their backyard.

Mr. Ryan Teichman, residing at 3037 Crossing Drive, spoke in opposition of the request and advised that the applicant can go somewhere else. The applicant does not provide them with gas either.

Ms. Kylee Kelley, residing at 3006 Urban Way, spoke in opposition to the request and advised that she agrees with her neighbors that the metering station can go somewhere else.

The Public Hearing was closed at 7:30 p.m.

Chairwoman Patterson-Herndon asked the applicant to elaborate on the chemicals a little more.

Mr. Manganilla said that he manages the public affairs and is not knowledgeable on the day-to-day operations. He also clarified the location of the existing site.

Chairwoman Patterson-Herndon asked if there was anywhere else they could consider placing the metering station.

Mr. Manganilla explained that they would have to work with the developer, engineering team, and planning team to see where it would be feasible. He said this is where they thought was the best fit because there is already one on the east side of town.

Commissioner Clemens advised that in a city of 400,000, stations like these are everywhere. She also explained that this will eventually be in someone else backyard. She feels this is a good spot for it because there is easy access for fire fighters, and it is a necessity. Commissioner Clemens brought up that t was really nice to have gas when there was no electricity during the winter freeze.

Commissioner Martin asked if this location meets all of the requirements of the City of Anna.

Ms. Mecke explained that the request is for a specific use permit which a gas metering station is only allowed by in any zoning district within the city. The applicant would still have to go through a civil review to ensure they are meeting regulations.

Commissioner Wenzel explained how the Commission and Council can approve or deny based on the health and safety of the public. He advised that there is a gas metering station in front of his office in McKinney and it is so loud he cannot hear the conversation going on in his office. He feels the metering station can go elsewhere.

Commissioner Hermann explained that he would be interested to know where else it can be located.

Commissioner Clemens said that she wouldn't mind if the applicant could come back to show another location it could be placed.

Commissioner Martin said she would still like to know of any and all chemicals that would be used and stored on site.

Chairwoman Patterson-Herndon asked staff if they could table the item again to get the specific questions answered.

Mr. Altobelli explained that he did not see a problem with that if that were their decision. It is within the Commissions right to make that decision. It would give the applicant more time to find a possible second location. He also advised

the Commission that they could ask the applicant if they would be amenable to the Commission tabling the item again.

Chairwoman Patterson-Herndon asked if the applicant can find another location and be more specific with the type of chemicals that will be kept on site.

Mr. Altobelli reminded the Commission that they could provide a recommendation to Council and express their concerns within the recommendation if they choose to vote on the item instead of tabling.

Chairwoman Patterson-Herndon asked the applicant if they were willing to provide the items requested.

Mr. Manganilla advised that he can get the chemical information. He said he does not believe chemicals will be stored on site. Gas comes in, gas goes out, he said. As for a new location, he asked if the Commission had a preferred site they would like to see. He said that this was to provide gas to the community and that he would be happy to entertain the idea of where they would like to see it. If they can make it happen, they will.

Commissioner Clemens advised that they would prefer to see it where there aren't any neighbors yet.

Mr. Manganilla explained to the Commission Atmos would like to see where it is the Commission would prefer the metering station to go. His concern is to find another location only for it to be tabled again and have spent all this time not know what the Commission would like to see. But it would have to be along the existing pipeline.

Mr. Nick Roy, with Atmos Energy, approached the podium and explained to the Commission that this gas metering station will be servicing the Villages of Hurricane Creek as well as Anacapri, Meadow Vista, and Mantua developments. The site has to be accessible from a roadway but also has to be on the transmission line. He also explained that this will be for the future developments of several thousand homes.

Mr. Manganilla explained that part of the reason for this particular location is because the developer is giving Atmos this land in order to service the development. If they don't use this location, they do not have land elsewhere to use. He asked if the Commission is asking the developer to redo his subdivision.

Mr. Altobelli advised the Commission that this request is by the property owner for this use on their property. If Atmos was to go look for property elsewhere, they would have to reapply with a different property owner, different application, etc. He recommended that the Commission vote and provide a recommendation to the Council with their concerns.

A motion was made by Commissioner Wenzel, seconded by Commissioner Hermann to recommend denial of the Specific Use Permit request. The motion passed unanimously.

19. Consider/Discuss/Action on the Villages of Hurricane Creek, Site Plan. Applicant: MM Anna 325 LLC.

Ms. Mecke introduced the item. The applicant is requesting approval of the Site Plan associated with the Specific Use Permit, item #18. The request is contingent on the Specific Use Permit.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to recommend taking no action due to denial of the Specific Use Permit. The motion passed unanimously.

20. Conduct a Public Hearing/Consider/Discuss/Action on a request to amend zoning for multiple-family residences on one lot on 16.3± acres located on the south side of County Road 1106, 185± feet east of N. Powell Parkway. Applicant: Anna 1340 Holding LLC.

Ms. Mecke introduced the item. The applicant is requesting approval to amend zoning for a multiple-family residence development. The request is recommended for approval.

The Public Hearing was opened at 7:51 p.m.

Mr. Rob McClain with ONM Living gave a brief presentation about the project.

Commissioner Hermann asked if the applicant knew any sort of timeline for the project.

Mr. McClain said ideally they would like to start turning dirt in the second quarter of 2023 and fully leased 30 months after the start of turning dirt.

Chairwoman Patterson-Herndon asked if the applicant had any plans for County Road 1106.

Mr. McClain advised that they would be contributing by means of roadway impact fees.

Ms. Mecke advised the Commission that Greg Peters, Director of Public Works, determined that there was not a need for the developer to build the road as of now, but that the developer would pay for it by means of roadway impact fees. She also explained that they would have to dedicate right-of-way for that future roadway.

Chairwoman Patterson-Herndon asked the applicant to explain the tree preservation buffer a little more.

Mr. McClain said that they would love to preserve and keep the trees along the railroad.

Chairwoman Patterson-Herndon asked for clarification on the request for fencing greater than 3 feet in height within the front yard setback.

Ms. Mecke and Mr. Altobelli explained the ordinance as it is written today and why they had to add this request within the PD along County Road 1106.

Mr. Cameron Caller, residing at 3305 Greymoore Drive, filled out a speaker card expressing his opposition for the zoning request. He approached the podium and had a few questions regarding the development. He asked if the current zoning was for single-family or multifamily.

Commissioner Hermann advised the current zoning is MF-1 for multifamily.

Mr. Caller expressed concerns about County Road 1106 and that it is in need of repair. He is hoping that they will repair that before they start construction. He also expressed concerns about the railroad portion of County Road 1106 and how the pavement is mushrooming and makes it difficult to navigate over. Mr. Caller also asked that the city look into putting in a stop light at Hwy 5 and County Road 1106. He also said he thinks it would be a very good idea if the new neighbors, who's property is under contract in the adjacent development, were notified about the changes to this site.

Ms. Mecke approached and answered some of the questions of Mr. Caller. She advised that the railroad portion of County Road 1106 is owned and maintained by TXDOT and that TXDOT will need to make the repairs and obtaining a light at Hwy 5 and County Road 1106.

The Public Hearing was closed at 8:09 p.m.

A motion was made by Commissioner Clemens, seconded by Chairwoman Patterson-Herndon to repeal and replace with the recommended restriction highlighted in staff's report. The vote was unanimous.

21. Consider/Discuss/Action on the Anna Station, Concept Plan. Applicant: Anna 1340 Holding LLC.

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

22. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development. Applicant: CAALMS GROUP, LLC.

Ms. Tittle introduced the item. The applicant is requesting to rezone 65.0± acres in order to allow for a mixed-use multiple-family and commercial type development with modified development standards. The request is recommended for approval.

Commissioner Hermann asked if we knew where the two monument signs will be placed for the MF-1 (Tract 3) development.

Ms. Title advised that the exact determination of the location for the monument signs will be at the Site Plan review phase.

The Public Hearing was opened at 8:17 pm.

Mr. Josh Eadie, with NexMetro and applicant for the request, gave a brief presentation for the request.

Commissioner Hermann asked if the intent was to have the single family for rent development be gated.

Mr. Eadie advised yes and elaborated on the entrance and exit gates and where there will be sufficient turnarounds.

Commissioner Hermann asked if the multifamily apartments will be market rate.

Mr. Eadie advised yes.

Commissioner Clemens asked how the Quasi-Public street would work.

Mr. Eadie explained that it would be on condition of the commercial portion of the development and dedicated with all of the easements for its constructability. He also advised that this will be private owned and maintained by the commercial component, but open to the public for use.

Mr. Altobelli explained that it will be privately maintained, but that it is basically a fire lane open to the public.

Commissioner Wenzel asked for clarification on the request for the no visitor parking provided stipulation.

Mr. Eadie explained that they have a letter from a traffic engineer that shows the traffic generation from these types of developments and that it does not generate the same amount as what is typical for your normal multiple-family developments.

The Public Hearing was closed at 8:31 pm.

Commissioner Hermann asked staff to clarify if the uses listed in the staff report are the restricted uses.

Ms. Tittle explained that the 10 uses listed in the staff report are what they and staff would like to restrict from the commercial component of this development that would otherwise be allowed.

A motion was made by Commissioner Hermann, seconded by Commissioner Martin to approve the Planned Development zoning request. The vote was unanimous.

23. Consider/Discuss/Action on the NexMetro / SWBC Anna, Concept Plan. Applicant: CAALMS GROUP, LLC.

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

24. Conduct a Public Hearing/Consider/Discuss/Action on a request for a Specific Use Permit (SUP) for a hotel on one lot on 3.0± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. Applicant: North Texas HOCO, LLC.

Mr. Altobelli introduced the item. The applicant is requesting approval of a Specific Use Permit on 3.0± acres to allow for the use of a hotel. The request is recommended for approval.

The Public Hearing was opened at 8:36 pm.

Mr. Robert Colombo, the applicant, gave a brief presentation about the hotel project and their Specific Use Permit request.

Chairwoman Patterson-Herndon asked where the pool will be located.

Mr. Colombo pulled the proposed Concept Plan up on the screen and indicated the location.

Commissioner Hermann asked for clarification on whether this was going to be a 4-story hotel or a 3-story hotel.

Mr. Colombo advised that originally it was proposed to be a 4-story but they have since narrowed it down to a 3-story product.

The Public Hearing was closed at 8:45 pm.

A motion was made by Commissioner Martin, seconded by Commissioner Ogan to approve the Specific Use Permit request. The vote was unanimous.

25. Consider/Discuss/Action on the One Anna Two Addition, Block A, Lot 4R, Concept Plan. Applicant: North Texas HOCO, LLC.

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

26. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. Applicant: City of Anna.

Mr. Altobelli advised that the city is requesting to table and hold open the Public Hearing to the December 5th Planning & Zoning Commission Meeting which will be located at 120 W. 7th Street at 7:00 pm.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Clemens to table and hold open the item to the December 5th Planning & Zoning Commission Meeting. The vote was unanimous.

27. Consider/Discuss/Action on a recommendation regarding the Avery Pointe Commercial, Block A, Lots 1R, 4 & 5, Unified Development Zone and Signage Coordination Plan. Applicant: Ashton Gray, LLC.

Ms. Mecke introduced the item. The applicant is requesting approval of a Unified Development Zone and approval of a Signage Coordination Plan in order to have one unified monument sign for the entire development.

Chairwoman Patterson-Herndon asked what will happen to the existing Avery Pointe sign.

Ms. Mecke explained that the existing sign for Avery Pointe is within a sign easement and will remain at its location. The new monument sign will be located approximately 90 feet from the existing.

Chairwoman Patterson-Herndon asked if the sign would interfere with traffic line of sight.

Ms. Mecke advised no it would not.

Commissioner Hermann asked if this sign would service the retail in the back portion of the development.

Ms. Mecke advised that it would service all 5 entities, not just the three in the back.

A motion was made by Commissioner Clemens, seconded by Commissioner Wenzel to recommend approval of the Unified Development Zone and the Signage Coordination Plan request. The vote was unanimous.

Adjourn

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:56 p.m.

Chairwoman Kelly Patterson-Herndon

ATTEST:

Salena Tittle, Planner II

Item No. 6.d.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the DHI Anna, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Three multiple-family residence lots on 39.7± acres located at the northeast corner of future Throckmorton Boulevard and future Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

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

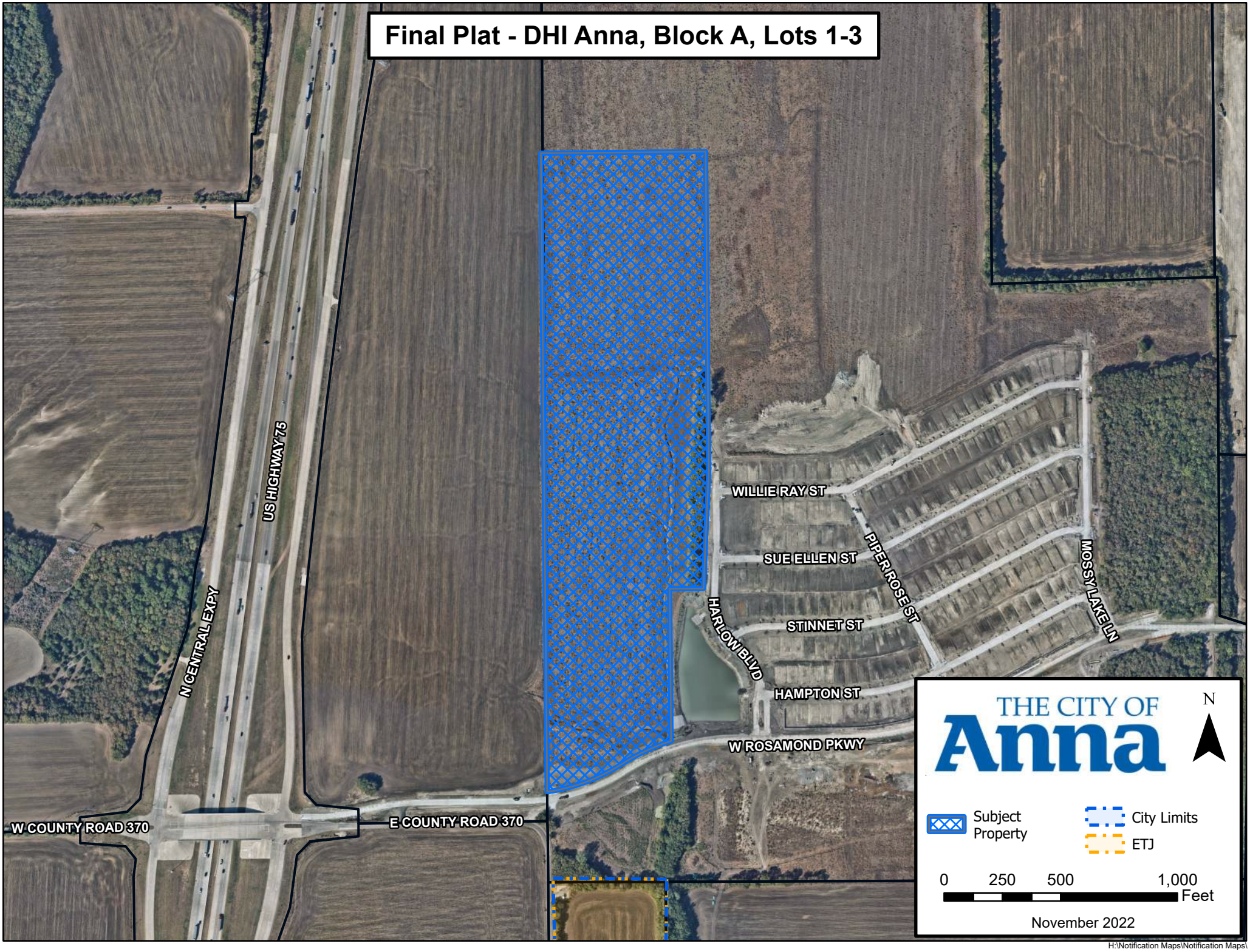
STATEGIC CONNECTIONS:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. DHI Anna, Block A, Lots 1-3 Locator Map
2. RESOLUTION - (FP) DHI Anna, Block A, Lots 1-3
3. Exhibit A (Stamped) - (FP) DHI Anna, Block A, Lots 1-3



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI ANNA, BLOCK A, LOTS 1-3, 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, D.R. Horton – Texas, LTD has submitted an application for the approval of the DHI Anna, Block A, Lots 1-3, Final Plat; and

WHEREAS, The DHI Anna, Block A, Lots 1-3, 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 DHI Anna, Block A, Lots 1-3, 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 13th day of December, 2022.

ATTEST:

_____
City Secretary, Carrie L. Land

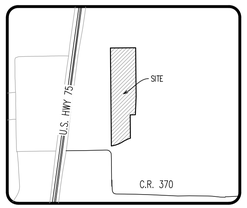
APPROVED:

_____
Mayor, Nate Pike

Match Line Sheet 2

50 0 25 50 100

1 inch = 50 ft.



LOCATION MAP
1" = 2000'

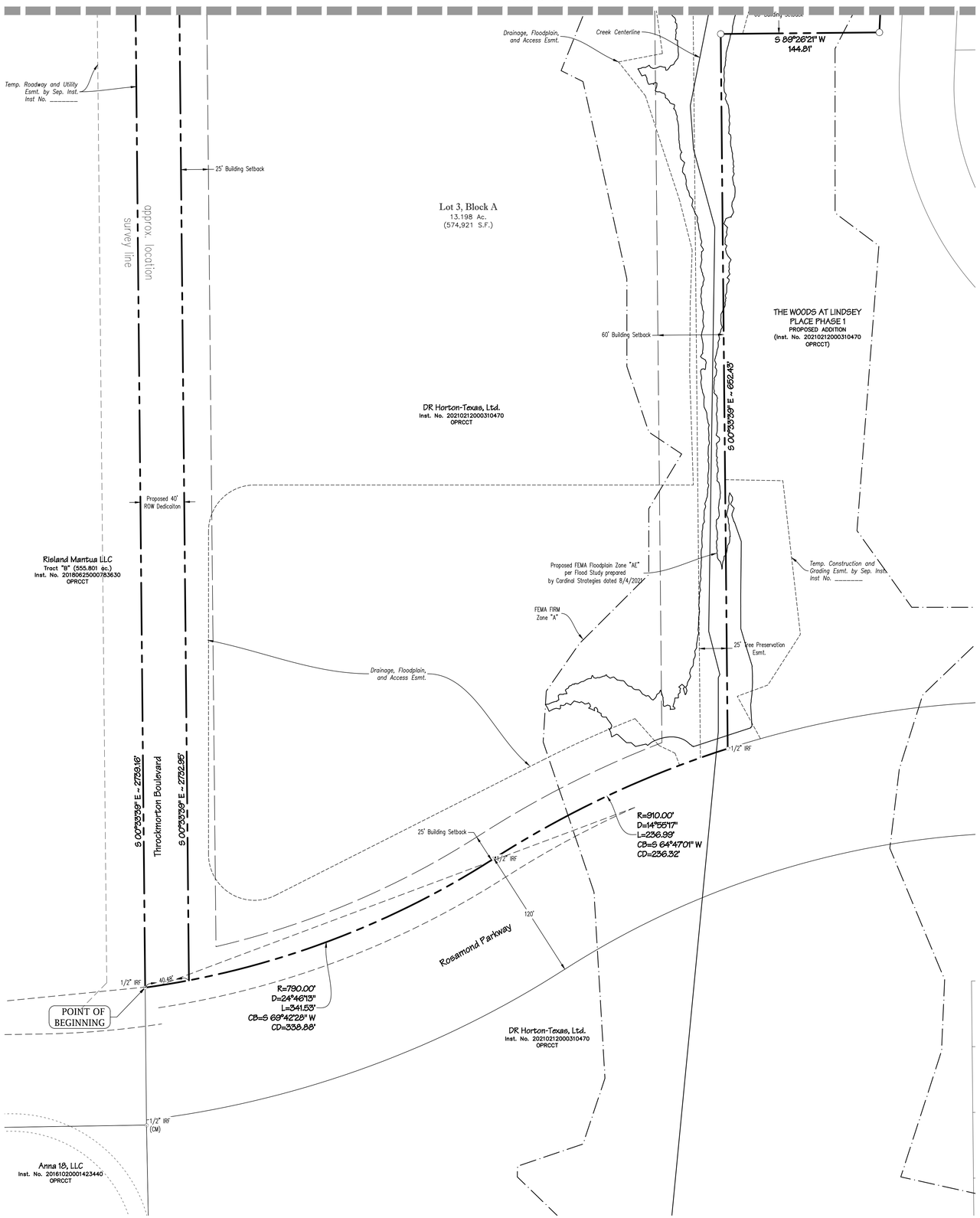
LEGEND

(Not all items may be applicable)

○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
	NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5' O/S PC".
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◀▬▶	STREET NAME CHANGE
Ⓐ	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRCCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS, COLLIN COUNTY, TEXAS
OPRCCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DALLAS COUNTY, TEXAS
MRDCT	MAP RECORDS, DALLAS COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTES:

1. This Final Plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
4. No protected trees exist on the subject property. The existing tree line along the flood plain to remain undisturbed.
5. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
6. The subject property lies within a 100-year flood plain, Zone A, according to Community Panel No. 48085C0155J, dated 6/2/2009, of the National Flood Insurance Rate Maps for Collin County, Texas.



APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

Pg. 1 of 3

FINAL PLAT

DHI ANNA

LOTS 1-3, BLOCK A
BEING 39.655 ACRES GROSS / 37.142 ACRES NET
IN THE
E. WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone (214) 607-4244
Contact:

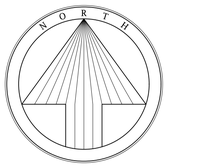
DEVELOPER
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone (817) 390-8270
Contact: Eric Overton

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Kevin Wier

Scale: 1"=50' July, 2022 SEI Job No. 21-323 Page 1 of 3 C0.1

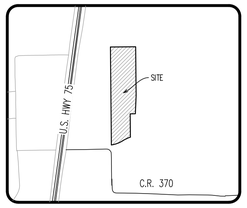
Drawing: C:\12021\1-GRDG\2-SUR\3-SUR\ DHI-Anna\SURVEY\DWG\13-24 X 9 Final Plat.dwg | Saved By: Jake Dirk | Saved: 11/29/2022 2:50:20 PM | Plotted by: Jake Dirk | Plotted: 11/30/2022 2:48:0 PM

Match Line Sheet 3



50 0 25 50 100

1 inch = 50ft.



LOCATION MAP
1" = 2000'

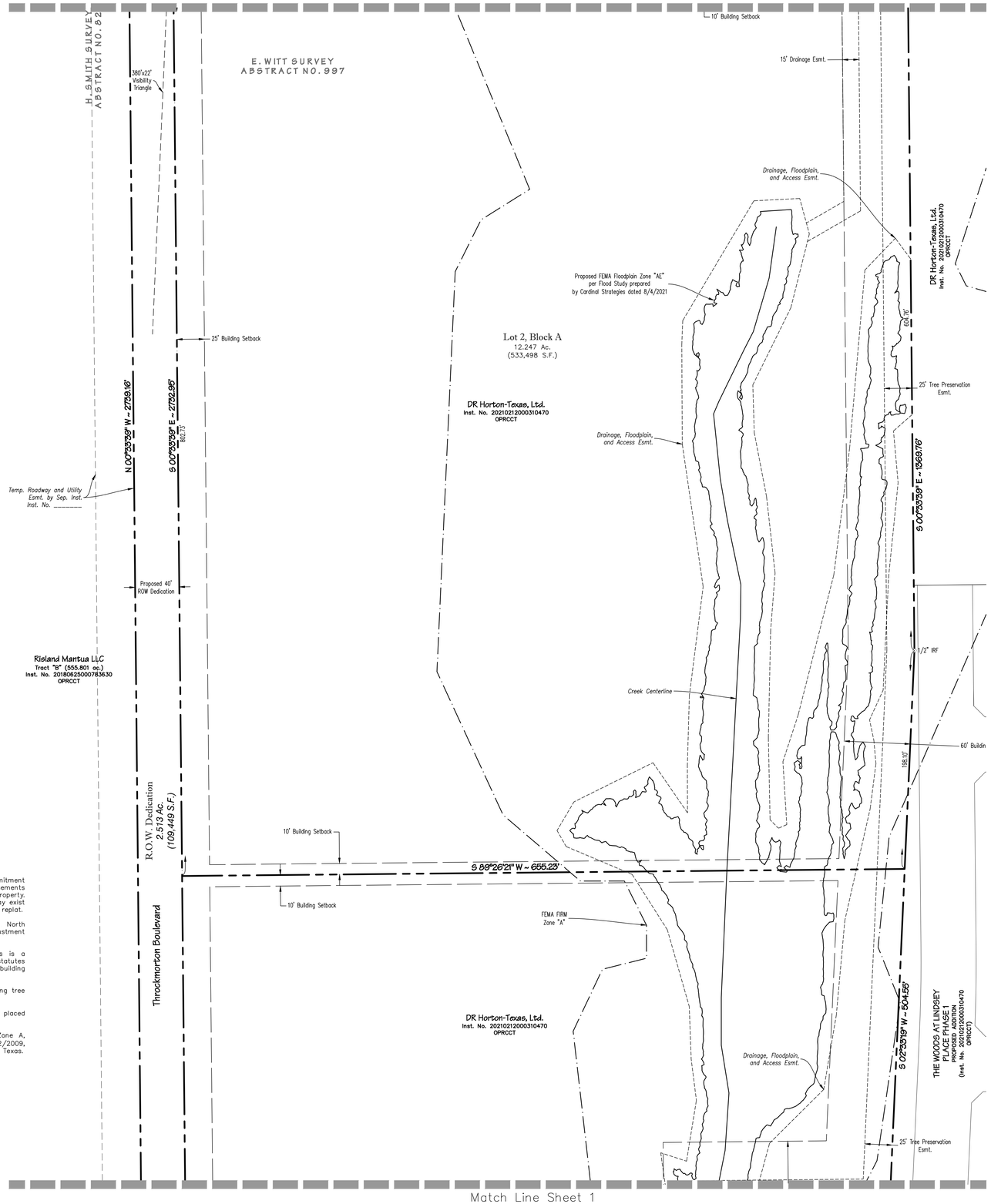
LEGEND

(Not all items may be applicable)

○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
	NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5' O/S PC".
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◀▶	STREET NAME CHANGE
Ⓐ	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRCCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS, COLLIN COUNTY, TEXAS
OPRCCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DALLAS COUNTY, TEXAS
MRDCT	MAP RECORDS, DALLAS COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTES:

1. This Final Plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
4. No protected trees exist on the subject property. The existing tree line along the flood plain to remain undisturbed.
5. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
6. The subject property lies within a 100-year flood plain, Zone A, according to Community Panel No. 48085C0155J, dated 6/2/2009, of the National Flood Insurance Rate Maps for Collin County, Texas.



Match Line Sheet 1

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

Pg. 2 of 3

FINAL PLAT

DHI ANNA

LOTS 1-3, BLOCK A
BEING 39.655 ACRES GROSS / 37.142 ACRES NET
IN THE
E. WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER	DEVELOPER	ENGINEER / SURVEYOR
DR Horton-Texas Ltd	DHI Communities	Spiars Engineering, Inc.
4306 Miller Road	1341 Horton Circle	765 Custer Road, Suite 100
Rowlett, TX 75088	Arlington, TX 76011	Plano, TX 75075
Telephone (214) 607-4244	Telephone (817) 390-8270	Telephone: (972) 422-0077
Contact:	Contact: Eric Overton	TBPELS No. F-2121 and No. F-10043100
		Contact: Kevin Wier

Scale: 1"=50' July, 2022 SEI Job No. 21-323 Page 2 of 3 C0.2

Plotted by: JBabcock Rich.Dorbit / 15/2022 2:58:0 PM
Drawing: G:\2021\21-0083\21-323\3DB\ DHI - Anna\MS\0083\21-323-3DB.Rmat.Prob.dwg || Saved By: JakeSink - Shield Title\ 11/29/2022 2:50:20 PM

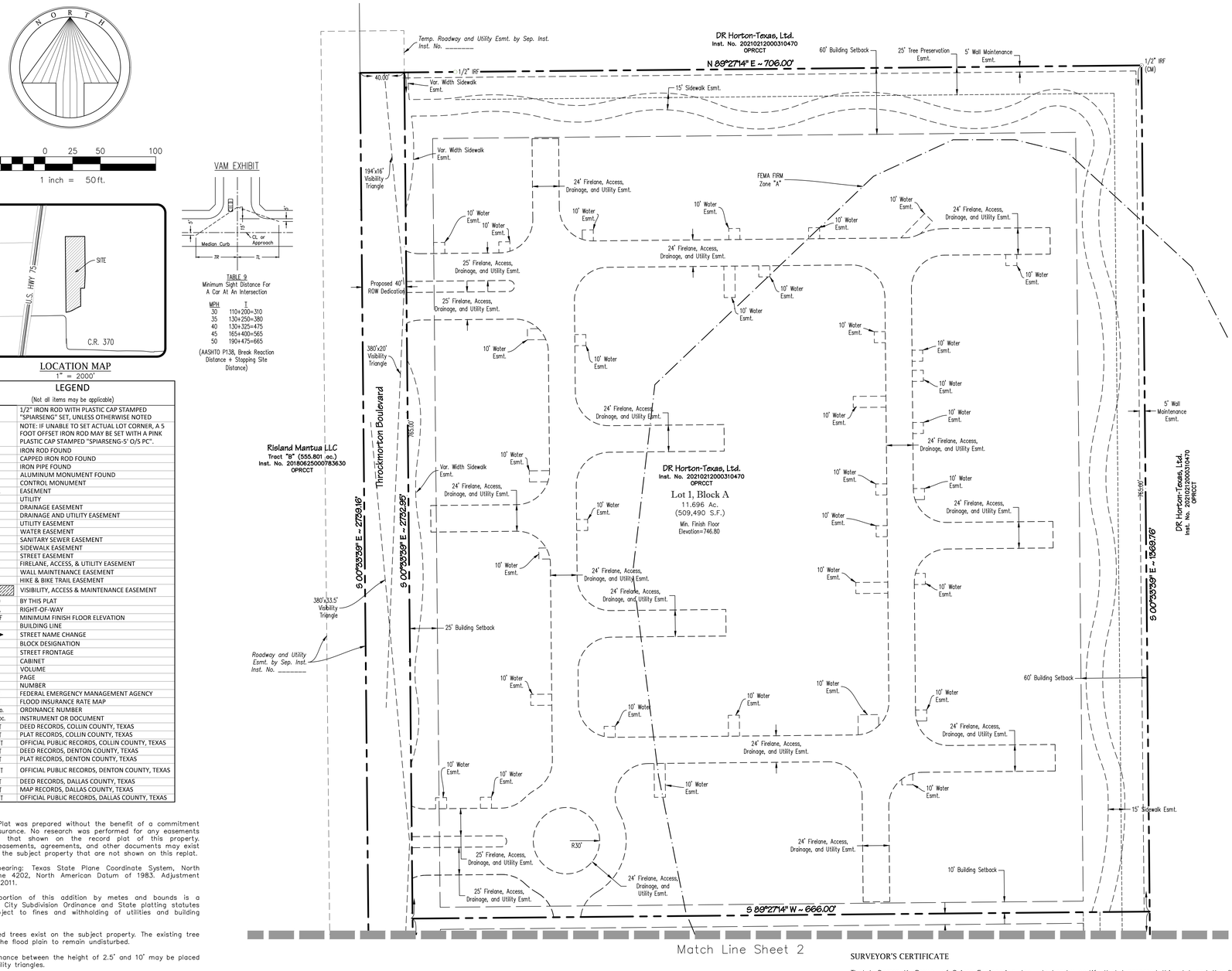


TABLE 9
Minimum Sight Distance For A Car At An Intersection

MPH	T
30	110+200=310
35	130+250=380
40	130+325=475
45	165+400=565
50	190+475=665

(AASHTO P.138, Break Reaction Distance + Stopping Site Distance)

LEGEND

(Not all items may be applicable)

○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
	NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5' O/S PC".
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FALE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
Ⓐ	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRCCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS, COLLIN COUNTY, TEXAS
OPRCCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DALLAS COUNTY, TEXAS
MRDCT	MAP RECORDS, DALLAS COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTES:

1. This Final Plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
4. No protected trees exist on the subject property. The existing tree line along the flood plain to remain undisturbed.
5. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
6. The subject property lies within a 100-year flood plain, Zone A, according to Community Panel No. 48085C0155J, dated 6/2/2009, of the National Flood Insurance Rate Maps for Collin County, Texas

FIRE LANE EASEMENT

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

TREE PRESERVATION & BERMING

Along the northern property boundary of Lot 3 and eastern property boundary of Lots 1, 2, & 3, a 25-foot Tree Preservation easement shall be established where the existing natural tree line shall be preserved and in areas where no trees existing a buffer shall be established consisting of 3-inch minimum caliber trees planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height.

ACCESS EASEMENT

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

DRAINAGE AND RETENTION 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, Lot 3, 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.

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the E. Witt Survey, Abstract No. 997, City of Anna, Collin County, Texas, being part of a tract conveyed to DR Horton-Texas, Ltd., by deed recorded in Instrument No. 20210212000310470 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the west line of Tract "B", conveyed to Risland Mantua LLC, recorded in Instrument No. 20180625000783630 OPRCCT, a point from which a 1/2" iron rod found for the most southerly southeast corner thereof, and being the northeast corner of a tract conveyed to Anna 18, LLC, recorded in Instrument No. 20161020001423440 OPRCCT, bears S 00°33'39" E, 125.53 feet;

THENCE N 00°33'39" W, 2739.16 feet along the common line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing said line, into and through said DR Horton tract, the following:

N 89°27'14" E, 706.00 feet to a 1/2" iron rod found;

S 00°33'39" E, 1369.76 feet to a 1/2" iron rod found;

S 02°33'19" W, 504.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 89°26'21" W, 144.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°33'39" E, 652.43 feet to a 1/2" iron rod found;

A non-tangent curve to the left having a central angle of 14°55'17", a radius of 910.00 feet, a chord of S 64°47'01" W - 236.32 feet, an arc length of 236.99 feet to a 1/2" iron rod found;

And a reverse curve having a central angle of 24°46'13", a radius of 790.00 feet, a chord of S 69°42'28" W - 338.88 feet, an arc length of 341.53 feet to the POINT OF BEGINNING with the subject tract containing 1,727,358 square feet or 39.655 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, DR HORTON-TEXAS LTD, acting herein by and through its duly authorized officer, do hereby adopt this plat designating the hereinabove described property as DHI ANNA ADDITION, LOTS 1-3, BLOCK A an addition to the City of Anna, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the County of Collin, Texas.

Witness our hands at Collin County, Texas, this _____ day of _____, 2022.

_____

By: _____

Name: _____

Title: _____

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 _____, 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 _____, 2022.

_____
Notary Public, State of Texas

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

_____
Mayor

_____
City Secretary

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Anna, Texas.

Dated this the _____ day of _____, 2022.

_____
DARREN K. BROWN, R.P.L.S. NO. 5252

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 Darren K. Brown, 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 _____, 2022.

_____
Notary Public, State of Texas

STATE OF TEXAS REGISTERED DARREN K. BROWN 5252 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

Pg. 3 of 3

FINAL PLAT

DHI ANNA

LOTS 1-3, BLOCK A
BEING 39.655 ACRES GROSS / 37.142 ACRES NET
IN THE
E. WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER	DEVELOPER	ENGINEER / SURVEYOR
DR Horton-Texas Ltd	DHI Communities	Spiars Engineering, Inc.
4306 Miller Road	1341 Horton Circle	765 Custer Road, Suite 100
Rowlett, TX 75088	Arlington, TX 76011	Plano, TX 75075
Telephone (214) 607-4244	Telephone (817) 390-8270	Telephone: (972) 422-0077
Contact:	Contact: Eric Overton	TBPELS No. F-2121 and No. F-10043100
		Contact: Kevin Wier

Scale: 1"=50' July, 2022 SEI Job No. 21-323 Page 3 of 3 C0.3

Plotted by: jblalock@spiarsengineering.com
Drawing: I:\2021\21-323\03\21-323 DHI-Anna\Exhibit\Plat\21-323 Final Plat.dwg
Plotted By: Jake Blalock - Sheet Plotted: 11/29/2022 2:50:20 PM

Item No. 6.e.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the DHI Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Multiple-family residences on one lot on 11.7± acres located at the northeast corner of future Throckmorton Boulevard and future Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

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

FINANCIAL IMPACT:
N/A

STATEGIC CONNECTIONS:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. DHI Anna, Block A, Lot 1 Locator Map
2. RESOLUTION - (SP) DHI Anna, Block A, Lot 1
3. Exhibit A (STAMPED) - (SP) DHI Anna, Block A, Lot 1

Site Plan - DHI Anna, Block A, Lot 1

H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI ANNA, BLOCK A, LOT 1, 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, D.R. Horton – Texas, LTD has submitted an application for the approval of the DHI Anna, Block A, Lot 1, 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

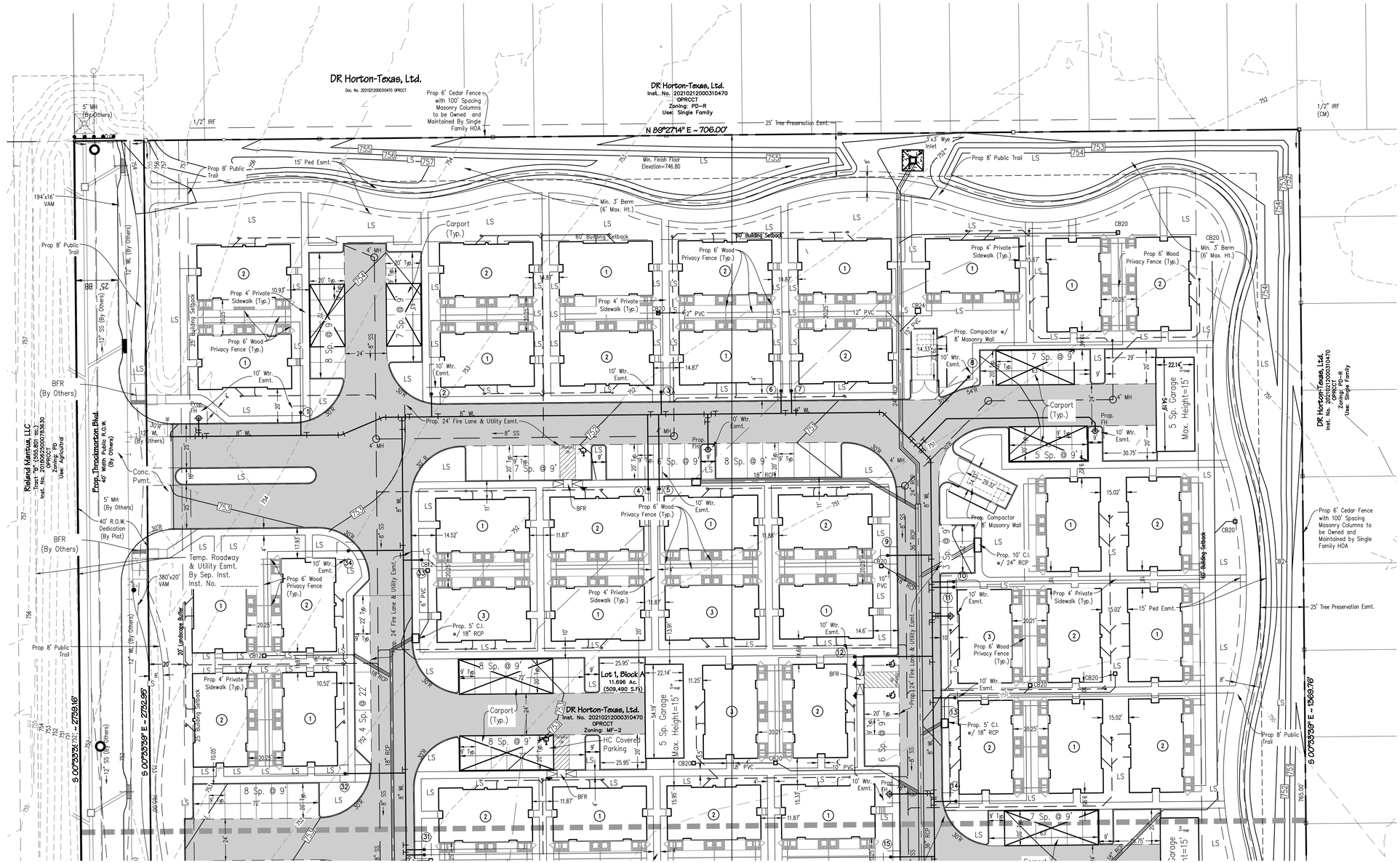
The City Council hereby approves the DHI Anna, Block A, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

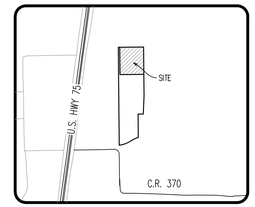
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike





LOCATION MAP
1" = 2000'

N
W E
S

0 15 30 60

1 inch = 30 ft.

Item	Lot 1
General Site Data	
Zoning (from zoning map)	MF-2
Land Use (from Zoning Ordinance)	Multiple-family dwellings
Lot Area (square feet & acres)	509,490 SF / 11.696 Ac
Building Footprint Area (square feet)	117,766
Total Building Area (square feet)	138,320
Building Height (# stories)	2 (max)
Lot Coverage (percent-x.xx%)	23.11%
Multifamily Units	
# of Studios / Minimum square feet	-
# of 1 bedrooms / Minimum unit size	58 / 830 SF (Gross)
# of 2 bedrooms / Minimum unit size	54 / 1,171 SF (Gross)
# of 3 bedrooms / Minimum unit size	18 / 1,476 SF (Gross)
Total Unit Count	130
Parking	
Parking Ratio (from Zoning Ordinance)	1.5 Spaces / Unit
Required Parking (# spaces)	195
Provided Parking (# spaces)	214
Accessible Parking Required (# spaces)	7
Accessible Parking Proivded (# spaces)	7
Landscape Area (including turf areas)	
Required internal landscape area (square feet - 8 square feet per parking space	1,888
Additional interior landscape area provided (square feet)	209,698
Total Landscape Area (square feet)	211,586

LEGEND

- Proposed Firelane, Access, Drainage & Utility Easement
- Prop. Water Main
- Prop. Water Serv.
- Prop. Sanitary Sewer Main
- Prop. Sanitary Serv.
- Prop. Water Meter
- Prop. Fire Hydrant w/ 6" Serv.
- Prop. 4' SS Manhole
- Prop. Water Valve
- Building Plan (Ref. Figures Below)
- Prop. Covered Parking
- Prop. ADA Route

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Pg. 1 of 2

SITE PLAN

DHI ANNA

IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
E. WITT SURVEY ABSTRACT NO. 997
LOT 1, BLOCK A
509,490 Sq. Ft./11.696 Acres

ENGINEER / SURVEYOR/ APPLICANT
Spiars Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone: (214) 607-4244

Developer
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone: (817) 390-8270
Contact: Eric Overton

SCREENING/FENCING NOTES:

1. A 60-foot wide vegetative buffer shall be provided on the east and north sides of the district where adjacent to a single-family residential district. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height. the 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height". (Ordinance No. 881-2020)
2. Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at no less than 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA. (Ordinance No. 881-2020)
3. Masonry border fence of not less than 6 feet in height or an ornamental metal fence with stone columns at 50-foot intervals with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers is required along any perimeter not abutting a single-family lot. (Ordinance No. 881-2020)

REVISED SITE PLAN NOTE:

The purpose of this revised site plan is to update the location of buildings and fire lanes that were revised during Engineering Review.

SITE PLAN GENERAL NOTES:

1. All proposed paved surfaces will be constructed of concrete.
2. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
3. The subject property lies within a 100-year flood plain, Zone A, according to Community Panel No. 48085C0155J, dated 6/2/2009, of the National Flood Insurance Rate Maps for Collin County, Texas.

VAM EXHIBIT

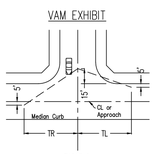
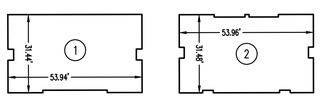


TABLE 9
Minimum Sight Distance For A Car At An Intersection

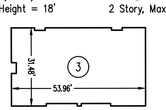
MPH	
30	110+200=310
35	130+250=380
40	130+325=475
45	165+400=565
50	190+475=665

(AASHTO P138, Break Reaction Distance + Stopping Site Distance)



Plan 1 Building
(2 Units - 1 Bedroom EA)
1,660 SF (Gross)
1 Story, Max Height = 18'

Plan 2 Building
(2 Units - 2 Bedroom EA)
2,356 SF (Gross)
2 Story, Max Height = 28'



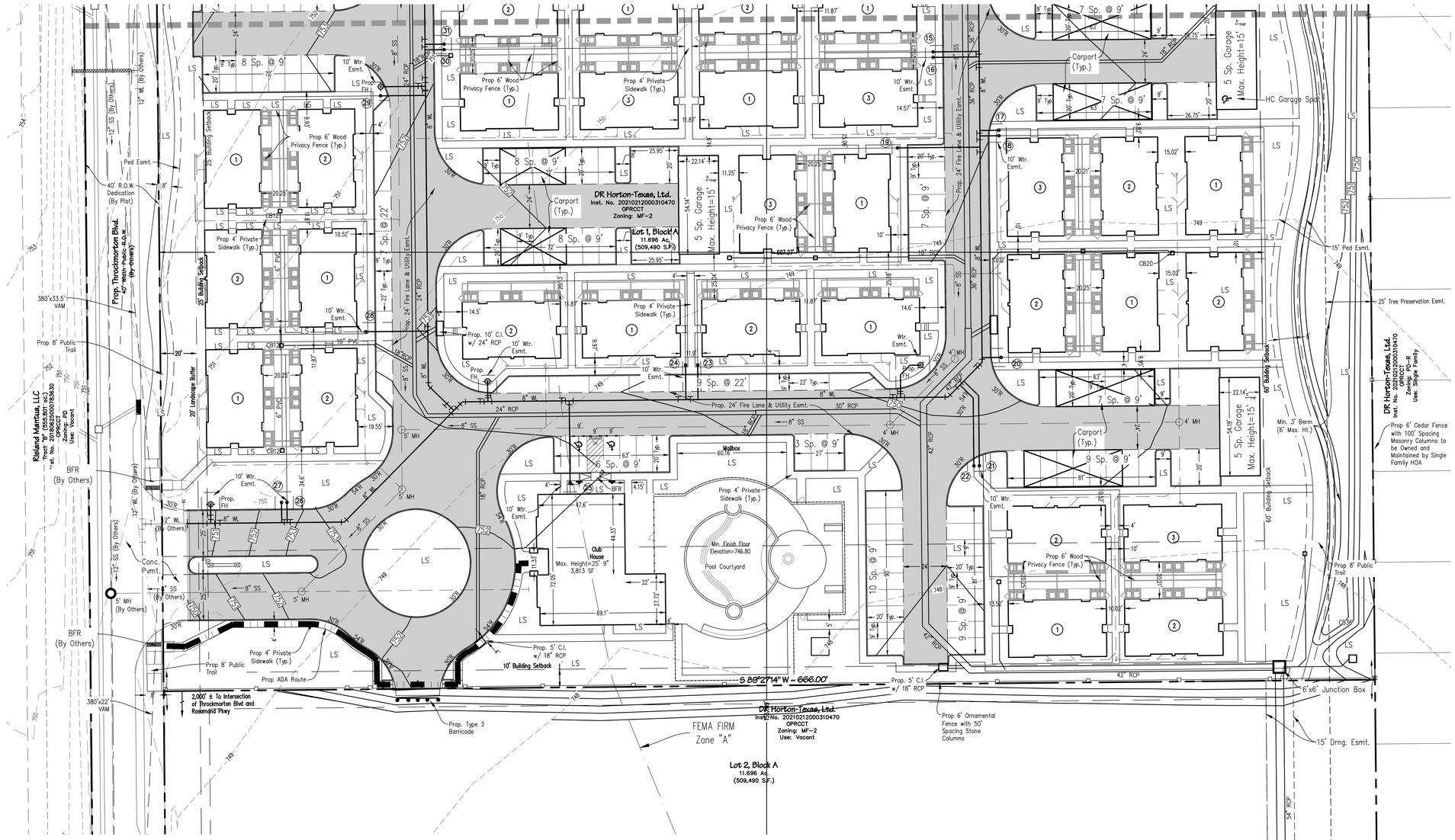
Plan 3 Building
(2 Units - 3 Bedroom EA)
2,952 SF (Gross)
2 Story, Max Height = 26'

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Type
1	Domestic	2"	1	4"	Prop.
2	Domestic	2"	1	4"	Prop.
3	Domestic	2"	1	4"	Prop.
4	Domestic	2"	1	4"	Prop.
5	Domestic	2"	1	4"	Prop.
6	Domestic	2"	1	4"	Prop.
7	Domestic	2"	1	4"	Prop.
8	Domestic	2"	1	4"	Prop.
9	Domestic	2"	1	4"	Prop.
10	Domestic	2"	1	4"	Prop.
11	Domestic	2"	1	4"	Prop.
12	Irrigation	2"	1	4"	Prop.
13	Domestic	2"	1	4"	Prop.
14	Domestic	2"	1	4"	Prop.
15	Domestic	2"	1	4"	Prop.
16	Domestic	2"	1	4"	Prop.
17	Domestic	2"	1	4"	Prop.
18	Domestic	2"	1	4"	Prop.
19	Domestic	2"	1	4"	Prop.

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Type
20	Domestic	2"	1	4"	Prop.
21	Domestic	2"	1	4"	Prop.
22	Domestic	2"	1	4"	Prop.
23	Domestic	2"	1	4"	Prop.
24	Domestic	2"	1	4"	Prop.
25	Domestic	2"	1	4"	Prop.
26	Domestic	2"	1	4"	Prop.
27	Irrigation	2"	1	N/A	Prop.
28	Domestic	2"	1	4"	Prop.
29	Domestic	2"	1	4"	Prop.
30	Domestic	2"	1	4"	Prop.
31	Domestic	2"	1	4"	Prop.
32	Irrigation	2"	1	4"	Prop.
33	Domestic	2"	1	4"	Prop.
34	Domestic	2"	1	4"	Prop.

Plotted by: Jakell Plot Date: 11/28/2022 8:22 AM
Drawing: C:\2021 JOBS\21-323 DHI Anna\CAD\Site Plan.dwg Saved By: Jakell Save Time: 11/28/2022 8:22 AM

MATCHLINE SHT. 1



N
W E
S

0 15 30 60

1 inch = 30 ft.

Item	Lot 1
General Site Data	
Zoning (from zoning map)	MF-2
Land Use (from Zoning Ordinance)	Multiple-family dwellings
Lot Area (square feet & acres)	509,490 SF / 11.696 Ac
Building Footprint Area (square feet)	117,766
Total Building Area (square feet)	138,320
Building Height (# stories)	2 (max)
Lot Coverage (percent-x.xx%)	23.11%
Multifamily Units	
# of Studios / Minimum square feet	-
# of 1 bedrooms / Minimum unit size	58 / 830 SF (Gross)
# of 2 bedrooms / Minimum unit size	54 / 1,171 SF (Gross)
# of 3 bedrooms / Minimum unit size	18 / 1,476 SF (Gross)
Total Unit Count	130
Parking	
Parking Ratio (from Zoning Ordinance)	1.5 Spaces / Unit
Required Parking (# spaces)	195
Provided Parking (# spaces)	214
Accessible Parking Required (# spaces)	7
Accessible Parking Proivded (# spaces)	7
Landscape Area (including turf areas)	
Required internal landscape area (square feet - 8 square feet per parking space	1,888
Additional interior landscape area provided (square feet)	209,698
Total Landscape Area (square feet)	211,586

LEGEND

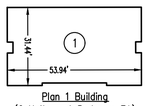
- Proposed Firelane, Access, Drainage & Utility Easement
- Prop. Water Main
- Prop. Water Serv.
- Prop. Sanitary Sewer Main
- Prop. Sanitary Serv.
- Prop. Water Meter
- Prop. Fire Hydrant w/ 6" Serv.
- Prop. 4' SS Manhole
- Prop. Water Valve
- Building Plan (Ref. Figures Below)
- Prop. Covered Parking
- Prop. ADA Route

SITE PLAN GENERAL NOTES:

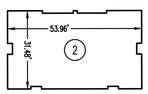
1. All proposed paved surfaces will be constructed of concrete.
2. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
3. The subject property lies within a 100-year flood plain, Zone A, according to Community Panel No. 48085C0155J, dated 6/2/2009, of the National Flood Insurance Rate Maps for Collin County, Texas.

SCREENING/FENCING NOTES:

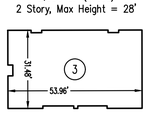
1. A 60-foot wide vegetative buffer shall be provided on the east and north sides of the district where adjacent to a single-family residential district. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height. the 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height". (Ordinance No. 881-2020)
2. Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at no less than 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA. (Ordinance No. 881-2020)
3. Masonry border fence of not less than 6 feet in height or an ornamental metal fence with stone columns at 50-foot intervals with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers is required along any perimeter not abutting a single-family lot. (Ordinance No. 881-2020)



Plan 1 Building
(2 Units - 1 Bedroom EA)
1,660 SF (Gross)
1 Story, Max Height = 18'



Plan 2 Building
(2 Units - 2 Bedroom EA)
2,356 SF (Gross)
2 Story, Max Height = 28'



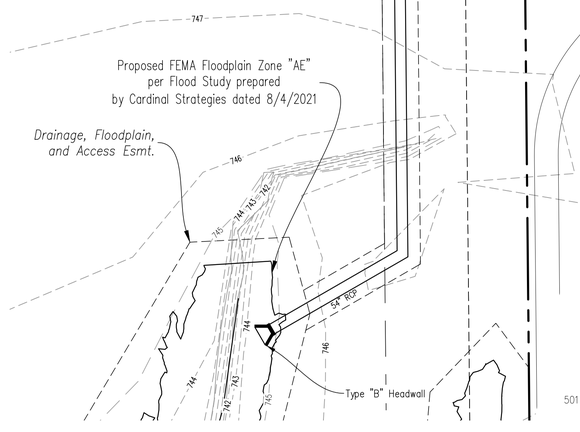
Plan 3 Building
(2 Units - 3 Bedroom EA)
2,952 SF (Gross)
2 Story, Max Height = 26'

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Type
①	Domestic	2"	1	4"	Prop.
②	Domestic	2"	1	4"	Prop.
③	Domestic	2"	1	4"	Prop.
④	Domestic	2"	1	4"	Prop.
⑤	Domestic	2"	1	4"	Prop.
⑥	Domestic	2"	1	4"	Prop.
⑦	Domestic	2"	1	4"	Prop.
⑧	Domestic	2"	1	4"	Prop.
⑨	Domestic	2"	1	4"	Prop.
⑩	Domestic	2"	1	4"	Prop.
⑪	Domestic	2"	1	4"	Prop.
⑫	Irrigation	2"	1	4"	Prop.
⑬	Domestic	2"	1	4"	Prop.
⑭	Domestic	2"	1	4"	Prop.
⑮	Domestic	2"	1	4"	Prop.
⑯	Domestic	2"	1	4"	Prop.
⑰	Domestic	2"	1	4"	Prop.
⑱	Domestic	2"	1	4"	Prop.
⑲	Domestic	2"	1	4"	Prop.

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Type
⑳	Domestic	2"	1	4"	Prop.
㉑	Domestic	2"	1	4"	Prop.
㉒	Domestic	2"	1	4"	Prop.
㉓	Domestic	2"	1	4"	Prop.
㉔	Domestic	2"	1	4"	Prop.
㉕	Domestic	2"	1	4"	Prop.
㉖	Domestic	2"	1	4"	Prop.
㉗	Irrigation	2"	1	N/A	Prop.
㉘	Domestic	2"	1	4"	Prop.
㉙	Domestic	2"	1	4"	Prop.
㉚	Domestic	2"	1	4"	Prop.
㉛	Domestic	2"	1	4"	Prop.
㉜	Irrigation	2"	1	4"	Prop.
㉝	Domestic	2"	1	4"	Prop.
㉞	Domestic	2"	1	4"	Prop.

REVISED SITE PLAN NOTE:

The purpose of this revised site plan is to update the location of buildings and fire lanes that were revised during Engineering Review.



APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Pg. 2 of 2

SITE PLAN

DHI ANNA

IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
E. WITT SURVEY ABSTRACT NO. 997
LOT 1, BLOCK A
509,490 Sq. Ft./11.696 Acres

ENGINEER / SURVEYOR/ APPLICANT
Spiars Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone: (214) 607-4244

Developer
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone: (817) 390-8270
Contact: Eric Overton

Plotted by: Jabolt Plot Date: 11/28/2022 8:22 AM
Drawing: G:\2021 JOBS\21-323 DHI Anna\CAD\Site Plan.dwg Saved By: JAbolt Save Time: 11/28/2022 8:22:06 AM

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Facundo Addition, Block A, Lots 1-4, Minor Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Single-family dwelling, detached on one lot and three vacant lots on 4.0± acres located on the south side of County Road 370 (future Rollins Road), 170± feet west of Greywood Drive. Zoned: SF-E Single-Family – Large Lot.

The purpose for the Minor Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary to subdivide the property.

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Facundo Addition Locator Map
2. RESOLUTION - (MP) Facundo Addition, Block A, Lots 1-4
3. EXHIBIT A (stamped) - MP (Facundo Addn, Lots 1-4)

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/1/2022
Ross Altobelli, Director of Development Services	Approved - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING FACUNDO ADDITION, BLOCK A, LOTS 1-4, MINOR 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Jose Facundo have submitted an application for the approval of the Facundo Addition, Block A, Lots 1-4, Minor Plat; and

WHEREAS, The Facundo Addition, Block A, Lots 1-4, Minor 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 Minor Plat.

The City Council hereby approves the Facundo Addition, Block A, Lots 1-4, Minor Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of December 2022.

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

EXHIBIT A

ABBREVIATIONS

I.R.F. = Iron Rod Found

(R.M.) = Reference Monument

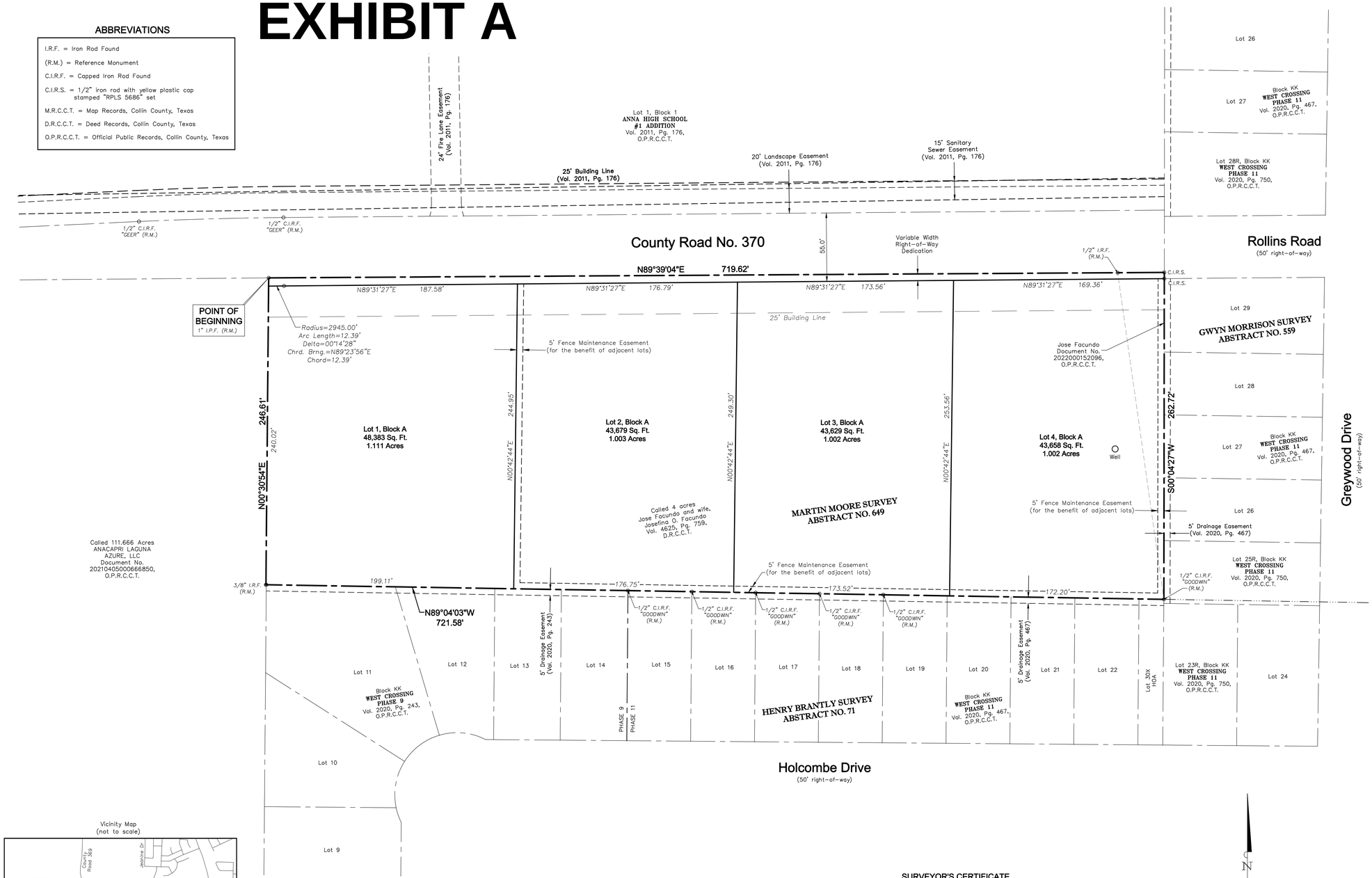
C.I.R.F. = Capped Iron Rod Found

C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set

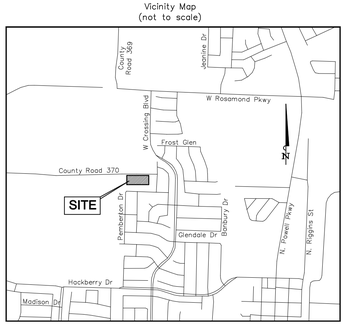
M.R.C.C.T. = Map Records, Collin County, Texas

D.R.C.C.T. = Deed Records, Collin County, Texas

O.P.R.C.C.T. = Official Public Records, Collin County, Texas



Vicinity Map
(not to scale)



General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0160J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way.

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

3. Bearings are based on the Texas State Plane Coordinate System, North Cental Zone (4202), NAD83 (2011). The surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847312.

4. 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.

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

Date: _____

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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____
NOTARY PUBLIC in and for the State of Texas

N

GRAPHIC SCALE
40 0 20 40
1 Inch = 40 feet

Owner:

Jose Facundo and wife,
Josefina O. Facundo
1332 County Road No. 370
Anna, Texas 75409

Surveyor:

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

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

Being a 183,499 square foot tract of land, situated in the Martin Moore Survey, Abstract No. 449, in the City of Anna, Collin County, Texas, and being a part of that right-of-way dedication for County Road No. 370, as shown in the plat of **ANNA HIGH SCHOOL #1 ADDITION**, an addition to the City of Anna, as recorded in Volume 2011, Page 176, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and described as 0.113 acre tract in a Quit Claim deed to Jose Facundo, as recorded under Document No. 2022000152096, O.P.R.C.C.T., and also being all of that called 4 acre tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, as recorded in Volume 4625, Page 759, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1" iron pipe found for the northwesterly corner of said 4 acre tract, same being the northeasterly corner of a called 111.666 acre tract of land, described in deed to Anacapri Laguna Azure, LLC, as recorded under Document No. 20210405000666850, O.P.R.C.C.T., said corner also being in the southerly monumented line of County Road No. 370;

THENCE North 89°39'04" East, partially along the southerly monumented line of County Road No. 370 and also partially along the northerly line of said 0.113 acre tract, a distance of 719.62' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northeasterly corner of the herein described tract, same being in the most northerly west line of **WEST CROSSING PHASE 11**, an addition to the City of Anna, as recorded in Volume 2020, Page 467, O.P.R.C.C.T., same being in the westerly monumented line of Rollins Road;

THENCE South 00°04'27" West, along the most northerly west line of said **WEST CROSSING PHASE 11**, same being partially along a replat of **WEST CROSSING PHASE 11**, an addition to the City of Anna, as recorded in Volume 2020, Page 750, O.P.R.C.C.T., a distance of 262.72' to a 1/2" iron rod with a plastic cap stamped "GOODWIN" found for the southerly corner of the right-of-way dedication for County Road No. 370, same being the southeasterly corner of said Facundo tract, said corner also being an "ell" corner of said **WEST CROSSING PHASE 11** (Vol. 2020, Pg. 467);

THENCE North 89°04'03" West, along the southerly line of said 4 acre tract, same being along the most westerly north line of said **WEST CROSSING PHASE 11** (Vol. 2020, Pg. 467) and also partially along the northerly line of **WEST CROSSING PHASE 9**, an addition to the City of Anna, as recorded in Volume 2020, Page 243, O.P.R.C.C.T., a distance of 721.58' to a 3/8" iron rod found for the southwesterly corner of said 4 acre tract, same being in the easterly line of the aforementioned 111.666 acre tract;

THENCE North 00°30'54" East, along the common line between said 4 acre and 111.666 acre tracts, a distance of 246.61 to the **POINT OF BEGINNING** and containing 183,499 square feet or 4.213 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Jose Facundo and wife, Josefina O. Facundo, is the owner of the above described property and does hereby adopt this Minor Replat, designating the herein above described property as **FACUNDO ADDITION, LOTS 1-4, 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.

_____
Jose Facundo

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 Jose Facundo, 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

_____
Josefina O. Facundo

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 Josefina O. Facundo, 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

APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

MINOR REPLAT
FACUNDO ADDITION
LOTS 1-4, BLOCK A
183,499 Sq. Ft. / 4.213 Acres
Martin Moore Survey, Abstract No. 649
City of Anna, Collin County, Texas
Preparation Date: October 17, 2022
Scale: 1" = 40'

REVISED: 11/28/2022: City Comments					
DATE: 10/17/2022	SCALE: 1" = 40'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2022-0069	

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Auto repair, minor on Lot 1, restaurant on Lot 2, and retail on Lot 3 on 3.8± acres located at the northeast corner of W. White Street and West Crossing Boulevard. Zoned: Planned Development (Ord. No. 442-2009).

The purpose of the Preliminary Plat is to dedicate lot and block boundaries and easements necessary for the future construction of the auto repair, minor on Lot 1, restaurant on Lot 2, and retail on Lot 3.

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

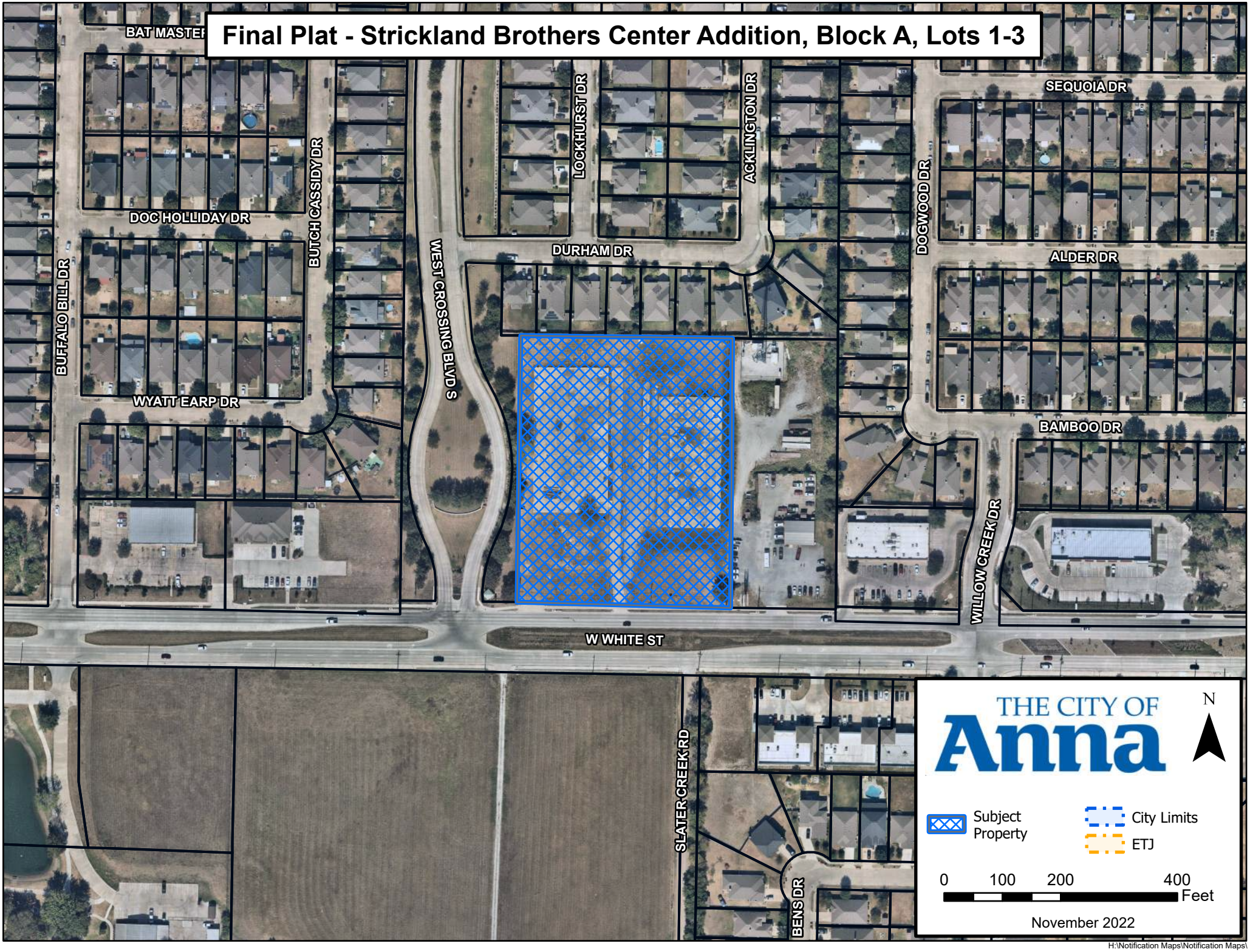
STAFF RECOMMENDATION:
The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Strickland Brothers Center Addition, Block A, Lots 1-3 Locator Map
2. RESOLUTION - (FP) Strickland Bros Center Addn, BL A, Lts 1-3
3. Exhibit A (FP) Strickland Bros Center Addn, BL A, Lots 1-3 stamped

APPROVALS:
Ross Altobelli, Director of Development Services — Created/Initiated - 12/6/2022
Ross Altobelli, Director of Development Services — Approved - 12/6/2022

Jim Proce, City Manager Final Approval - 12/7/2022



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING STRICKLAND BROTHERS CENTER ADDITION, BLOCK A, LOTS 1-3, 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, Rufus Duncan / Yellow W Land Co. has submitted an application for the approval of the Strickland Brothers Center Addition, Block A, Lots 1-3, Final Plat; and

WHEREAS, The Strickland Brothers Center Addition, Block A, Lots 1-3, 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 Strickland Brothers Center Addition, Block A, Lots 1-3, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

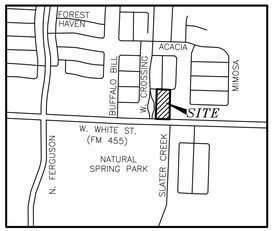
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December, 2022.

ATTEST: APPROVED:

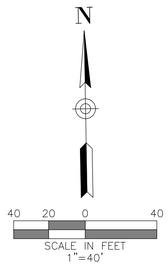
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A

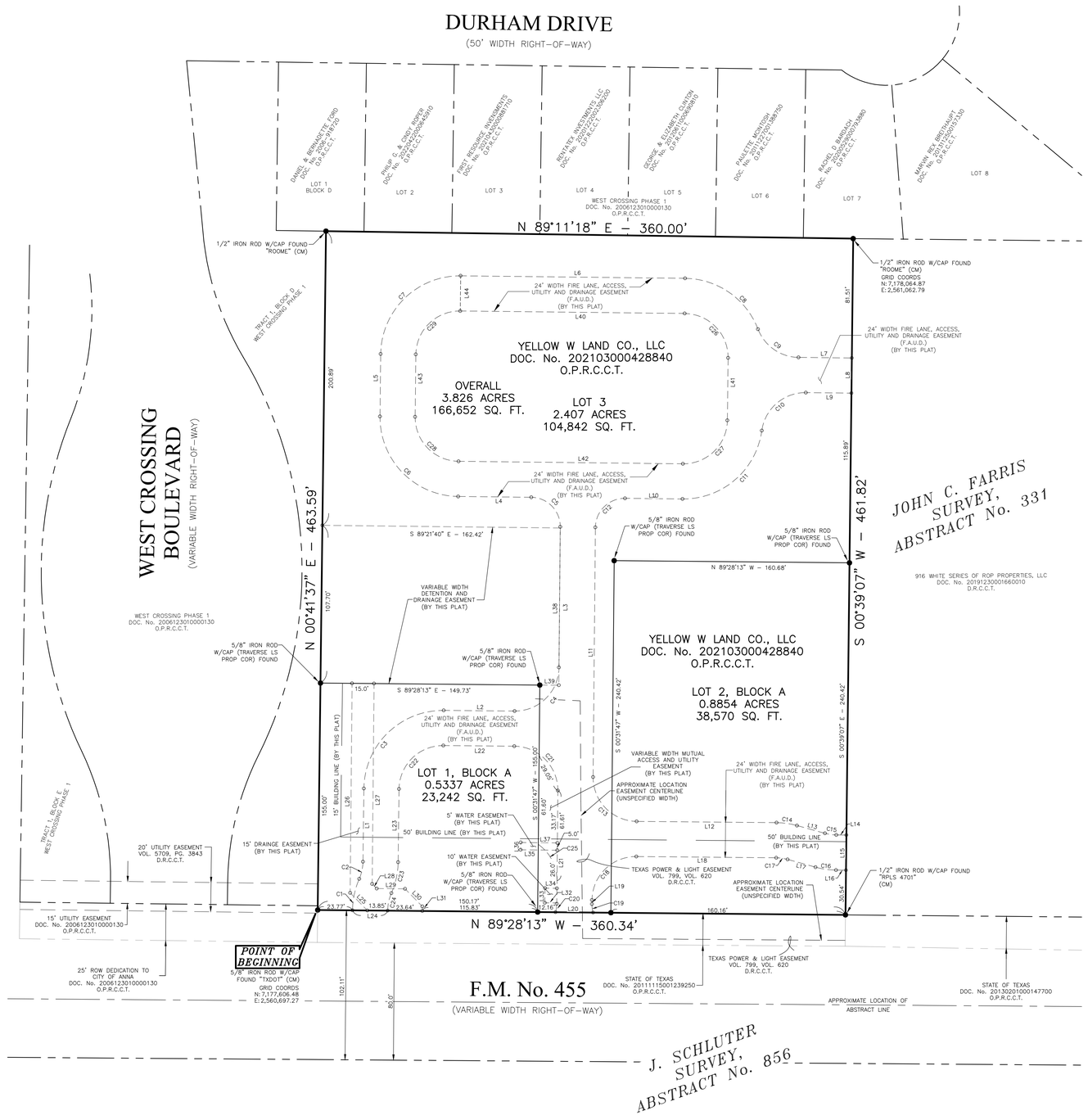


VICINITY MAP
NOT TO SCALE



LEGEND

———	BOUNDARY LINE
— — —	ADJOINER BOUNDARY LINE
— —	EASEMENT LINE (AS NOTED)
○	SET IRON ROD (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
⊗	"X" CUT FOUND
⊗	"X" CUT SET
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROL MONUMENT
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS



LINE TABLE

No.	Bearing	Distance	No.	Bearing	Distance
L1	N 00°41'37" E	49.98'	L23	S 00°41'37" W	49.98'
L2	S 89°28'10" E	48.43'	L24	N 89°28'20" W	24.00'
L3	N 00°31'47" E	96.03'	L25	N 44°28'13" W	16.82'
L4	N 89°21'40" W	49.90'	L26	N 00°31'47" E	143.11'
L5	N 00°38'20" E	42.67'	L27	S 00°31'47" W	136.89'
L6	S 89°21'40" E	153.20'	L28	S 44°28'13" E	4.39'
L7	S 89°21'40" E	36.34'	L29	S 89°28'13" E	19.38'
L8	S 00°39'07" W	24.00'	L30	S 44°28'13" E	16.82'
L9	N 89°21'40" W	31.11'	L31	S 00°31'47" W	3.11'
L10	N 89°21'40" W	39.30'	L32	N 89°18'23" W	8.15'
L11	S 00°31'38" W	170.53'	L33	N 00°41'37" E	10.00'
L12	S 89°28'13" E	95.53'	L34	S 89°18'23" E	8.13'
L13	S 74°28'13" E	19.83'	L35	N 89°18'23" W	25.02'
L14	S 89°28'13" E	6.86'	L36	N 00°41'37" E	5.00'
L15	S 00°39'07" W	24.00'	L37	S 89°18'23" E	25.01'
L16	N 89°28'13" W	6.81'	L38	S 00°31'47" W	107.39'
L17	N 74°28'13" W	19.83'	L39	N 89°28'13" W	13.00'
L18	N 89°28'13" W	95.53'	L40	S 89°21'40" E	153.20'
L19	S 00°31'38" W	2.78'	L41	S 00°38'20" W	42.67'
L20	N 89°28'13" W	25.69'	L42	N 89°21'40" W	153.20'
L21	N 00°31'47" E	77.35'	L43	N 00°38'20" E	42.67'
L22	N 89°28'10" W	48.43'	L44	S 00°38'20" W	24.00'

CURVE TABLE

Curve No.	Delta	Radius	Length	Chord Bearing	Chord
C1	23°26'25"	54.00'	22.09'	N 12°04'20" E	21.94'
C2	23°05'56"	30.00'	12.09'	N 12°14'35" E	12.01'
C3	89°50'14"	54.00'	84.67'	N 45°36'43" E	76.26'
C4	90°08'06"	30.00'	47.19'	N 45°28'26" E	42.48'
C5	89°49'06"	20.02'	31.38'	N 44°25'51" W	28.26'
C6	90°00'00"	54.00'	84.82'	N 44°21'40" W	76.37'
C7	90°00'00"	54.00'	84.82'	N 45°38'20" E	76.37'
C8	68°25'52"	54.00'	64.49'	S 55°08'44" E	60.73'
C9	68°25'52"	30.00'	35.83'	S 55°08'44" E	33.74'
C10	82°51'05"	30.00'	43.38'	S 49°12'47" W	39.70'
C11	82°51'05"	54.00'	78.09'	S 49°12'47" W	71.46'
C12	90°04'08"	20.01'	31.45'	S 45°35'03" W	28.31'
C13	89°59'51"	30.00'	47.12'	S 44°28'18" E	42.43'
C14	15°00'00"	54.00'	14.14'	S 81°58'13" E	14.10'
C15	15°00'00"	30.00'	7.85'	S 81°58'13" E	7.83'
C16	15°00'00"	54.00'	14.14'	N 81°58'13" W	14.10'
C17	15°00'00"	30.00'	7.85'	N 81°58'13" W	7.83'
C18	90°00'08"	30.00'	47.13'	S 45°31'43" W	42.43'
C19	16°42'36"	20.00'	5.83'	S 07°49'31" E	5.81'
C20	16°40'31"	20.00'	5.82'	N 08°52'02" E	5.80'
C21	89°59'54"	30.00'	47.12'	N 44°28'13" W	42.43'
C22	89°50'14"	30.00'	47.04'	S 45°36'43" W	42.37'
C23	23°05'56"	54.00'	21.77'	S 12°14'35" W	21.62'
C24	23°34'51"	30.00'	12.35'	S 12°00'07" W	12.26'
C25	55°28'16"	30.00'	29.04'	N 27°09'43" W	27.92'
C26	90°00'00"	30.00'	47.12'	S 44°21'40" E	42.43'
C27	90°00'00"	30.00'	47.12'	S 45°38'20" W	42.43'
C28	90°00'00"	30.00'	47.12'	N 44°21'40" W	42.43'
C29	90°00'00"	30.00'	47.12'	N 45°38'20" E	42.43'

GENERAL NOTES

1. The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Allterra RTK Network and adjusted to surface using a surface scale factor of 1.00015271.
2. The purpose of this plat is to create 3 lots.
3. Lot to lot drainage is not permitted without Engineering Section approval.
4. Access Easement - The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.
5. Fire Lane Easement - That the undersigned does hereby covenant and agree that 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.
6. No portion of the subject property shown hereon lies within the 100 year flood hazard area according to the Flood Insurance Rate Map, Community Panel No. 48085C0160J, dated June 2, 2009. The subject property is located in the area designated as Zone "X", (areas determined to be outside the 0.2% annual chance floodplain).
7. 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.

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT

LOT 1-3, BLOCK A STRICKLAND BROTHERS CENTER ADDITION

LOT 1-3, BLOCK A
3.826 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 20210303000428840, O.P.R.C.C.T.
3.826 ACRES
SITUATED IN THE
JOHN C. FERRIS SURVEY, ABSTRACT NO. 331
AN ADDITION TO THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

TRAVERSE LAND SURVEYING LLC
14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469.784.9321
W: TraverseLandSurveying.com | Texas Firm No. 10194631
Surveying | Construction Staking | Platting

Date: November 23, 2022
Project No.: TR-29-22

OWNER/DEVELOPER
Name: YELLOW W LAND CO., LLC
Address: 1425 Turtle Creek Drive
Lufkin, Texas, 75904
Contact Name: Rufus Duncan
Phone: 936-671-3119

ENGINEER
Name: Triangle Engineering, LLC
Address: 1782 W. Mcdermott Drive
Allen, Texas, 75013
Contact Name: Kevin Patel
Phone: 469-213-8868

SURVEYOR
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 130
Dallas, Texas, 75244
Contact Name: Mark Nace
Phone: 469-784-9321

EXHIBIT A

OWNER'S CERTIFICATE AND DEDICATION

State of Texas §
County of Collin §

Being a tract of land situated in the John C. Farris Survey, Abstract No. 331 situated in the City of Anna, Collin County, Texas, said tract being part of that tract described in Special Warranty Deed with Vendor's Lien to YELLOW W LAND CO., LLC, a Texas limited liability company, as recorded in Document No. 20210303000428840, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TxDOT" found (Controlling Monument (CM)), being the southwest corner of said Yellow W Land tract and, on the northerly right-of-way line of Farm to Market Road No. 455 (variable width right-of-way) (FM 455), and also being in the east line of Tract 1, Block D, of West Crossing Phase 1, an addition to the City of Anna, Collin County, Texas, according to the plat thereof recorded in Document No. 20061230100000130, of the O.P.R.C.C.T.;

THENCE North 00 degrees 41 minutes 37 seconds East, departing the northerly right-of-way line of said FM 455 and along the common easterly line of said West Crossing Phase 1 Addition, and the westerly line of said Yellow W Land tract, a distance of 463.59 feet to a 1/2 inch iron rod with cap stamped "Roome" found (CM), being the northwest corner of said Yellow W Land tract, being an ell corner of said Tract 1, Block D, and being on the southerly line of Lot 1, Block D of said West Crossing Phase 1;

THENCE North 89 degrees 11 minutes 18 seconds East, departing said common corner and along the common southerly line of Lots 1-7, Block D of said West Crossing Phase 1 Addition, and the northerly line of said Yellow W Land tract, a distance of 360.00 feet to a 1/2 inch iron rod with cap stamped "Roome" found (CM), being the northeast corner of said Yellow W Land tract, being on the southerly line of said Lot 7, Block D, and being the northwest corner of that tract described in Correction Special Warranty Deed to 916 White Series of ROP Properties LLC, a Texas series limited liability company, as recorded in Document No. 20191230001660010, O.P.R.C.C.T.;

THENCE South 00 degrees 39 minutes 07 seconds West, departing said common corner and along the common easterly line of said Yellow W Land tract and the westerly line of said 916 White Series tract, a distance of 461.82 feet to a 1/2 inch iron rod with cap stamped "RPLS 4710" found (CM), being the southeast corner of said Yellow W Land tract, on the northerly right-of-way line of said FM 455, and being the southwest corner of said 916 White Series tract;

THENCE North 89 degrees 28 minutes 13 seconds West, departing said common corner and along the common southerly line of said Yellow W Land tract and the northerly right-of-way line of said FM No. 455, a distance of 360.34 feet to the **POINT OF BEGINNING** and containing 3.826 acres of land (166,652 square feet), more or less.

OWNER'S ACKNOWLEDGEMENT

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

DRAINAGE AND DETENTION EASEMENT

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.

Witness my hand this _____ day of _____, 2022.

BY: YELLOW W LAND CO., LLC

BY: _____
Rufus Duncan, Principal

STATE OF TEXAS §
COUNTY OF COLLIN §

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 in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, MARK ALLAN NACE, 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, Texas.

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

_____
MARK ALLAN NACE
Registered Professional Land Surveyor
Texas Registration No. 5539

Date: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

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 in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

APPROVED	APPROVED
DECEMBER 13, 2022	DECEMBER 5, 2022
CITY COUNCIL CITY OF ANNA	P&Z COMMISSION CITY OF ANNA

CERTIFICATE OF APPROVAL

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

_____
Mayor

_____
City Secretary

FINAL PLAT
LOT 1-3, BLOCK A STRICKLAND BROTHERS CENTER ADDITION

LOT 1-3, BLOCK A
3.826 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 20210303000428840, O.P.R.C.C.T.
3.826 ACRES
SITUATED IN THE
JOHN C. FARRIS SURVEY, ABSTRACT NO. 331
AN ADDITION TO THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER
Name: YELLOW W LAND CO., LLC
Address: 1425 Turtle Creek Drive
Lufkin, Texas, 75904
Contact Name: Rufus Duncan
Phone: 936-671-3119

ENGINEER
Name: Triangle Engineering, LLC
Address: 1782 W. Mcdermott Drive
Allen, Texas, 75013
Contact Name: Kevin Patel
Phone: 469-213-8868

SURVEYOR
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 130
Dallas, Texas, 75244
Contact Name: Mark Nace
Phone: 469-784-9321

TRAVERSE LAND SURVEYING LLC
14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469.784.9321
W: TraverseLandSurveying.com Texas Firm No. 10194631
Surveying | Construction Staking | Platting

Date: November 23, 2022 Project No.: TR-29-22

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Auto repair, minor on one lot on 0.6± acre located on the north side of W. White Street, 125± feet east of West Crossing Boulevard. Zoned: Planned Development (Ord. No. 442-2009).

The purpose of the Site Plan is to show the proposed auto repair, minor site improvements.

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Strickland Brothers Center Addition, Block A, Lot 1 Locator Map
2. RESOLUTION - (SP) Strickland Bros Center Addn, Block A, Lot 1
3. Exhibit A (SP) Strickland Bros Center Addn, BL A, Lt 1 stamped

APPROVALS:
Ross Altobelli, Director of Development Services Created/Initiated - 12/6/2022

Ross Altobelli, Director of Development Services	Approved - 12/6/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Site Plan - Strickland Brothers Center Addition, Block A, Lot 1
BUTCH CASSIDY DR
WYATT EARP DR
ROSSING BLVD S
W WHITE ST
SLATER CREEK RD
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 50 100 200
Feet
November 2022
H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING STRICKLAND BROTHERS CENTER ADDITION, BLOCK A, LOT 1, 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, Rufus Duncan / Yellow W Land Co. has submitted an application for the approval of the Strickland Brothers Center Addition, Block A, Lot 1, 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 the Strickland Brothers Center Addition, Block A, Lot 1, 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 13th day of December, 2022.

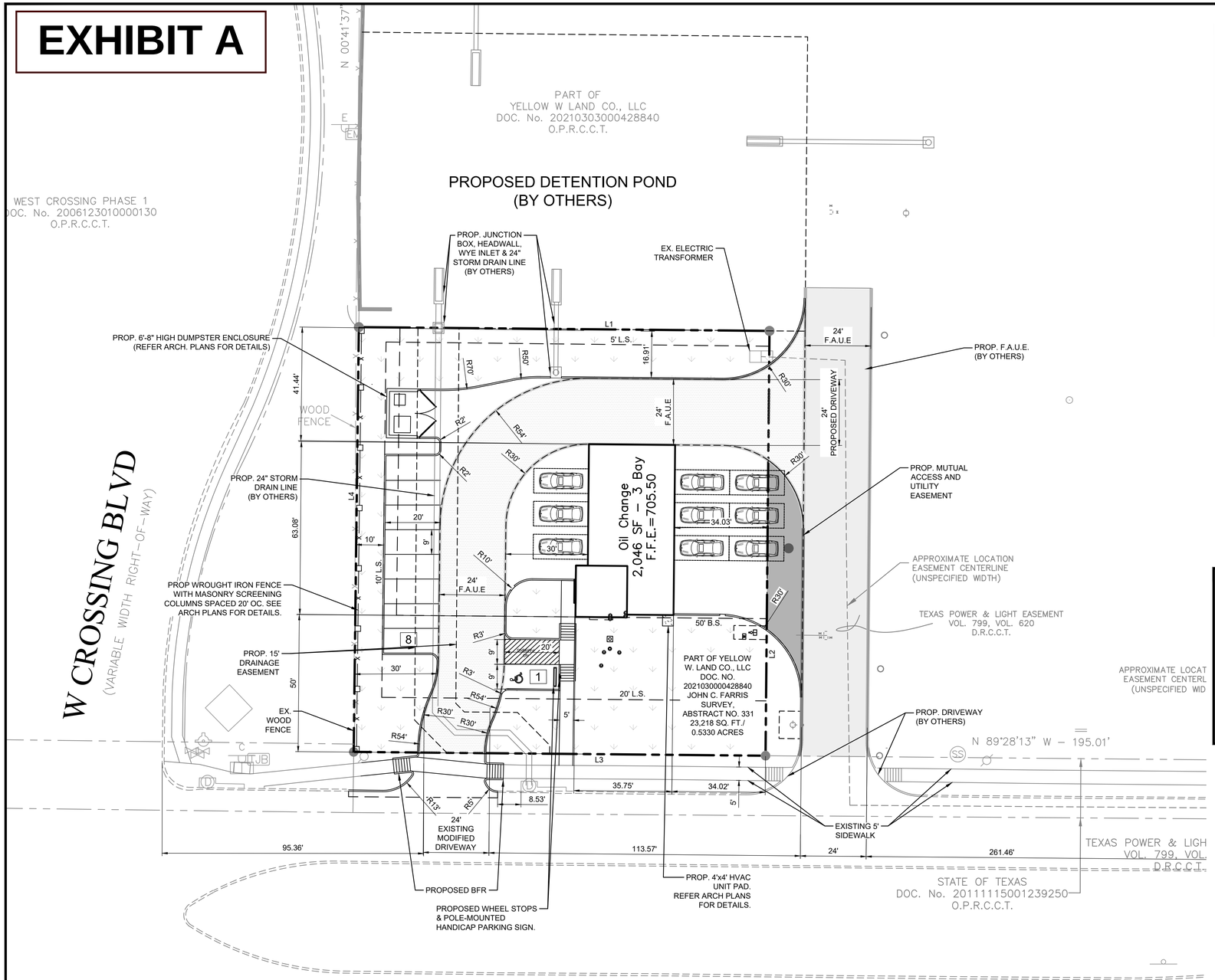
ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

EXHIBIT A



SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

SITE LEGEND

FIRE LANE	
F.A.U.E (BY OTHERS)	
LANDSCAPE AREA	
MUTUAL ACCESS EASEMENT	

EXISTING LEGEND

1/2" IR FOUND	IRRIGATION VALVE	NO PARKING
1/2" IR SET	WATER VALVE	CONCRETE
5/8" IR FOUND	FIRE HYDRANT	GRAVEL
3/8" IR FOUND	IR. VALVE	BRICK
60-D NAIL FOUND	UTILITY POLE	STONE
PK NAIL SET	WATER METER	WOOD DECK
1/2" IP FOUND	GAS METER	BUILDING WALL
X-FOUND	A.C. PAD	TILE
X-SET	TRANS. BOX	BUILDING LINE
1" IR FOUND	GAS MARKER	EASEMENT
1" IP FOUND	OHU OVERHEAD UTILITY LINE	BOUNDARY
POINT FOR CORNER	GUY WIRE ANCHOR	HIGHBANK LINE
CON. MONUMENT	BARBED WIRE FENCE	PARKING STRIPE
3/4" IP FOUND	IRON FENCE	HANDICAP SPACE
TELE. BOX	CHAINLINK FENCE	
CABLE BOX	WOOD FENCE	
ELECTRIC BOX	PIPE RAIL FENCE	
BRICK COLUMN	COVERED AREA	
STONE COLUMN	ASPHALT	
STORM DRAIN MH.	FIRE LANE STRIPE	
SAN. SEW. CO.	BRICK RET. WALL	
BOLLARD POST	STONE RET. WALL	
LIGHT POLE	CON. RET. WALL	
SAN. SEW. MH.		

SITE DATA SUMMARY TABLE - STRICKLAND BROTHERS

SITE ACREAGE:	0.5330 ACRES (23,218 S.F.)
ZONING:	PD-C-1
PROPOSED USE:	3-BAY QUICK OIL CHANGE FACILITY
BUILDING AREA:	2046 S.F.
NUMBER OF STORIES:	1
BUILDING HEIGHT:	25'
BUILDING COVERAGE:	8.81 %
FLOOR AREA RATIO:	0.0881
IMPERVIOUS AREA:	13,431 S.F. (57.85%)
PERVIOUS/LANDSCAPE AREA:	9,787 S.F. (42.15%)
REGULAR PARKING REQUIRED: 1 SP PER 250 SF	9 SPACES
REGULAR PARKING PROVIDED:	8 SPACES
HANDICAP PARKING REQUIRED:	1 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	1 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	9 SPACES

PROJECT CONTACT LIST

ENGINEER	OWNER/DEVELOPER
TRIANGLE ENGINEERING LLC 1784 McDERMOTT DR., STE. 110 ALLEN, TX. 75013 KARTAVYA PATEL P.E. 214-609-9271	N3 REAL ESTATE 1240 N KIMBALL AVE SOUTHLAKE, TX. 76092 COLLEEN THELEN 609-651-9327
SURVEYOR	**ARCHITECT**
TRAVERSE LAND SURVEYING LLC 14200 MIDWAY ROAD, SUITE 130, DALLAS, TX 75244 MARK NACE R.P.L.S 469-784-9321	FRANZ ARCHITECTS 4055 INTERNATIONAL PLAZA SUITE 100, FORT WORTH, TX. JAMIE MASSEY 817-632-0084

BOUNDARY LINE DATA

LINE NO.	BEARING	DISTANCE
L1	S89°28'13.32"E	149.73'
L2	S0°31'46.68"W	155.00'
L3	N89°28'13.32"W	150.17'
L4	N0°41'36.68"E	155.00'

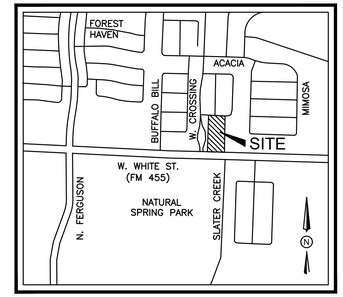
Know what's **below.**
Call before you dig.

NO.	DATE	DESCRIPTION	BY
1	11/09/22	1st SITE PLAN SUBMITTAL	KP
2	11/28/22	2nd SITE PLAN SUBMITTAL	EB
3	11/30/22	3rd SITE PLAN SUBMITTAL	EB
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER
11/30/22

N

0 20 40
Scale: 1" = 20' Feet



VICINITY MAP
N.T.S.

SITE LEGEND

CONCRETE CURB	
SAW-CUT LINE	
FENCE	X X
FIRE LANE	
STRIPING	
PARKING SPACES	X
MONUMENT/PYLON SIGN	
WHEEL STOPS	
HANDICAP LOGO	
HANDICAP SIGN	
RAMP	
BOLLARD	
TRAFFIC ARROW	
FIRE HYDRANT	
DUMPSTER	
SANITARY SEWER MANHOLE	S
SANITARY SEWER CLEANOUT	C
SANITARY SEWER DOUBLE CLEANOUT	CC
SANITARY SEWER SAMPLE PORT	S
GREASE TRAP	O O
DOMESTIC WATER METER	W
IRRIGATION METER	
GAS METER	G
TRANSFORMER	T
LIGHT POLE	
POWER POLE	

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

SITE PLAN

STRICKLAND BROTHERS

NEC WEST CROSSING BLVD & FM 455

CITY OF ANNA

COLLIN COUNTY, TX 75409

STRICKLAND BROTHERS CENTER ADDITION, BLOCK A, LOT 1

JOHN C. FARRIS SURVEY, ABSTRACT NO. 331

TRIANGLE ENGINEERING LLC
T: 469.331.8566 I F: 469.213.7145 I E: info@triangle-engr.com
W: triangle-engr.com O: 1782 McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	11/30/22	SEE SCALE BAR	034-22	C-3.0

TX. P.E. FIRM #11525

Item No. 6.i.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Multiple-family residences on one lot on 11.1± acres located on the west side of E. Finley Boulevard, 515± feet south of Florence Way. Zoned: Planned Development (Ord. No. 983-2022).

The purpose of the Replat is to dedicate lot and block boundaries and easements necessary for the construction of the multiple-family residential development.

FINANCIAL IMPACT:
N/A

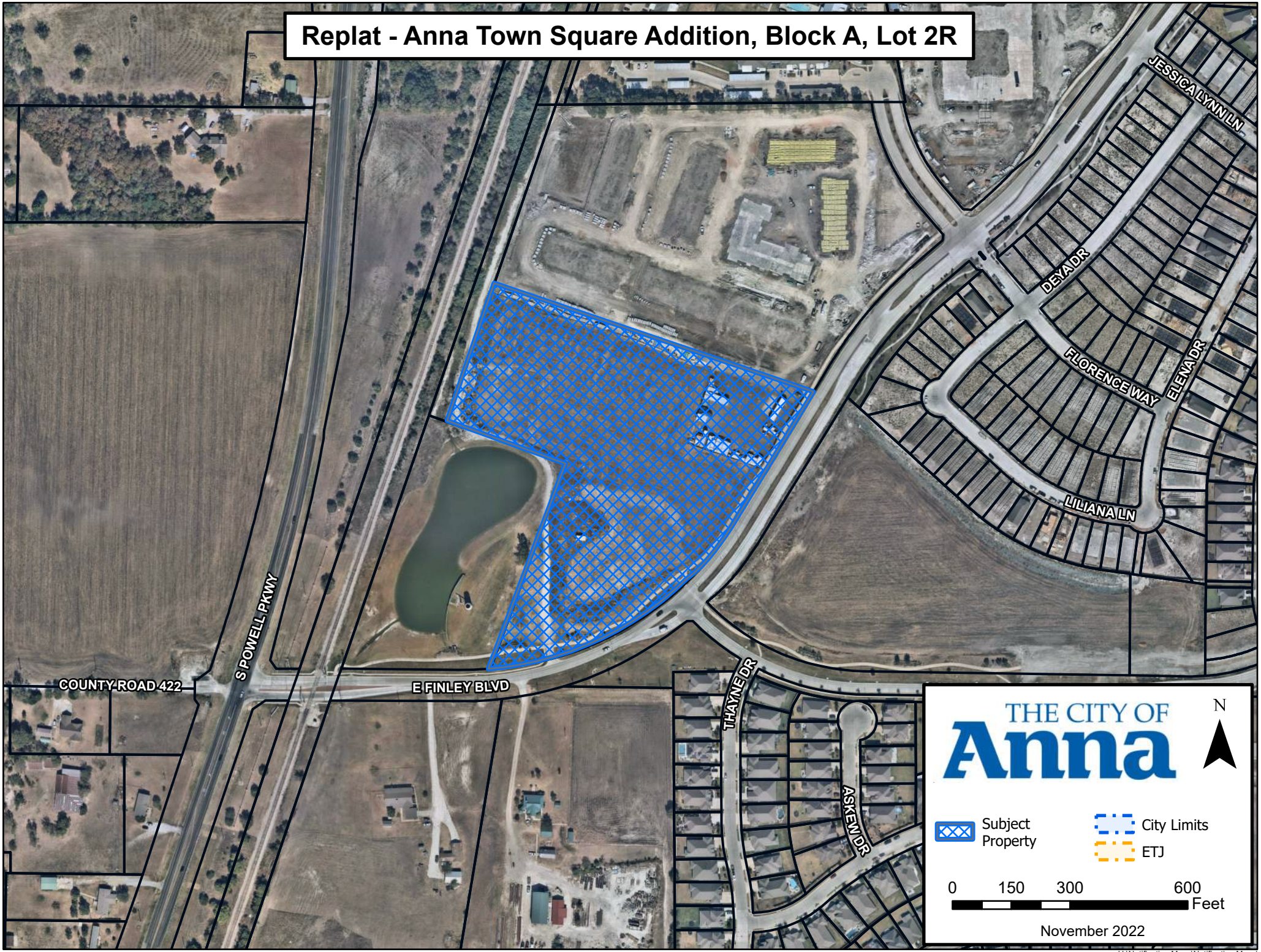
STATEGIC CONNECTIONS:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Anna Town Square Addition, Block A, Lot 2R Replat Locator Map
2. RESOLUTION - (R) ANNA TOWN SQUARE ADDITION, BLOCK A, LOT 2R
3. Exhibit A (Stamped) - (Replat) Anna Town Square Addition, Block A, Lot 2R



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN SQUARE ADDITION, BLOCK A, LOT 2R, 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, Grand at Anna II Owner, LLC has submitted an application for the approval of Anna Town Square Addition, Block A, Lot 2R, Replat;

WHEREAS, Anna Town Square Addition, Block A, Lot 2R, 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 Replat

The City Council hereby approves Anna Town Square Addition, Block A, Lot 2R, 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 13th day of December, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

* OWNER'S CERTIFICATION *

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, GRAND AT ANNA II OWNER, LLC is the sole owner of a 11.0943 acre tract of land located in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, said 11.0943 acre tract of land being all of that same tract of land conveyed to **GRAND AT ANNA II OWNER, LLC**, by deed thereof filed for record in Collin County Clerk's Instrument No. 20212217002551410, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 11.0943 acre tract of land being more particularly described by metes and bounds as follows:

BEING a 11.0943 acre tract of land located in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas, said 11.0943 acre tract being all of a call 11.0943 acre tract of land conveyed to **GRAND AT ANNA II OWNER, LLC**, by deed thereof filed for record in Collin County Clerk's Instrument No. 20211217002551410, O.P.R.C.C.T., said 11.0943 acre tract being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) on the north right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004610, O.P.R.C.C.T.) said beginning point being at the southeast lot corner of Lot 1, Block 1, Anna Town Square Detention Pond, being an Addition to the said City and State, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 20161110010004630, O.P.R.C.C.T., from which a 1/2 inch iron rod with a cap stamped "GLAS 6081" found at a point of curvature on the said north right-of-way line and the south lot line of said Lot 1, bears South 87°48'50" West (chord bearing), 73.48 feet (chord length);

THENCE North 20°17'44" East, along the southeast lot line of said Lot 1, 571.74 feet to an iron rod set at the east lot corner of said Lot 1;

THENCE North 70°53'27" West, along the northeast lot line of said Lot 1, 320.08 feet to an iron rod set on the southeast property line of a called 200 feet wide strip of land conveyed to Houston & Texas Central Railway Company (now owned and operated by Dallas Area Rapid Transit) by deed recorded in Volume V, Page 693, D.R.C.C.T.;

THENCE North 18°45'25" East, departing the said northeast lot line and along the said southeast property line, 374.55 feet to an iron rod set;

THENCE South 71°14'35" East, departing the said southeast property line, over and across the said 80.00 acre tract, 861.30 feet to an iron rod set on the northwest right-of-way line of said Finley Boulevard;

THENCE South 31°18'10" West, along the said northwest right-of-way line, 382.60 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found at the beginning of a curve to the right having a radius of 820.00 feet;

THENCE continuing along the said northwest right-of-way line with the said curve to the right, an arc length of 772.81 feet, and across a chord which bears South 58°14'47" West, a chord length of 744.53 feet to the **POINT OF BEGINNING** of the herein described tract of land.

The hereinabove described tract of land contains a computed area of **11.0943 acres (483,266 square feet)** of land, more or less.

NOW, THEREFORE KNOWN BY ALL MEN THESE PRESENTS:

THAT WE, GRAND AT ANNA II OWNER, LLC, owner, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as **LOT 2R, BLOCK A, ANNA TOWN SQUARE ADDITION**, an Addition to the City of Anna, and do hereby dedicate to the public use forever the streets, alleys and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, or patrolling without the necessity at any time of procuring the permission of anyone.

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.

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.

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 Lot 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.

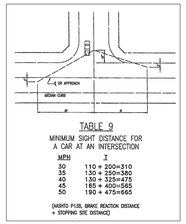
The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right,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

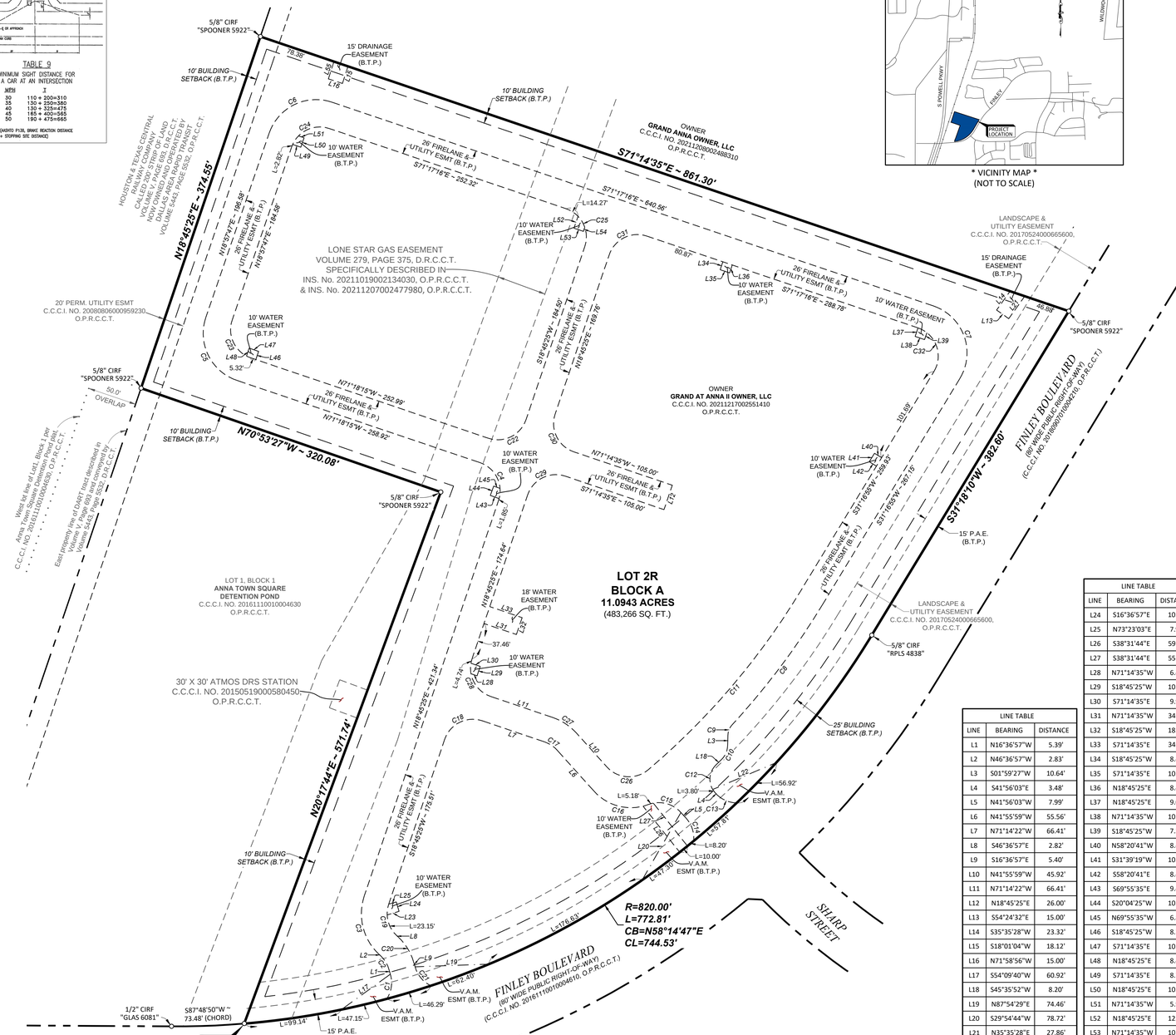
Witness my hand this the _____ day of _____, 2022.

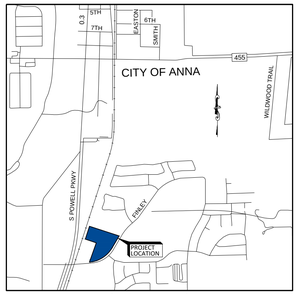
GRAND AT ANNA II OWNER, LLC

_____
Todd Finley, Manager

V.A.M. EASEMENT EXHIBIT







* VICINITY MAP *
(NOT TO SCALE)

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Todd Finley, a duly authorized agent for Grand at Anna II Owner, LLC, 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, on this the _____ day of_____, 2022.

_____
Notary Public, State of Texas

* SURVEYOR'S STATEMENT *

I, Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on-the-ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lancaster.

_____
Eric S. Spooner, R.P.L.S. Date
Texas Registration No. 5922
Spooner & Associates, Inc.
TBPLS Firm No. 10054900

THIS DOCUMENT IS
PRELIMINARY
FOR REVIEW PURPOSES ONLY
ERIC S. SPOONER, R.P.L.S.
November 21, 2022

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared ERIC S. SPOONER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

* GENERAL NOTES *

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. Coordinates shown are scaled to surface distances at N: 0.0 and E: 0.0 using a combined scale factor of 1.000152710. All areas shown hereon are calculated based on surface measurements.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48085C0160J; map revised June 2, 2009, for Collin County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

CURVE TABLE				
CURVE #	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	30.00	25.84'	N08°03'31"E	25.05'
C2	30.00	15.71'	N31°36'57"W	15.53'
C3	56.00	63.89'	N13°55'46"W	60.48'
C4	30.00	47.16'	N26°16'25"W	42.45'
C5	50.00	78.77'	N26°10'14"W	70.88'
C6	50.00	78.33'	N63°50'26"E	70.56'
C7	50.00	89.77'	S19°51'23"E	78.19'
C8	761.50	151.76'	S36°57'23"W	151.51'
C9	15.00	11.33'	S21°03'39"W	11.06'
C10	20.00	15.22'	S23°47'39"W	14.86'
C11	735.50	237.12'	S40°28'56"W	236.09'
C12	20.00	30.55'	S01°49'54"W	27.67'
C13	30.00	21.55'	S67°56'38"E	21.09'
C14	30.00	24.61'	N18°25'53"W	23.93'
C15	30.00	35.95'	N76°16'00"W	33.84'
C16	50.00	59.92'	N76°15'57"W	56.40'
C17	30.00	15.34'	N56°35'11"W	15.18'

CURVE TABLE				
CURVE #	RADIUS	LENGTH	CH BEARING	CH LENGTH
C18	30.00	47.13'	S63°45'31"W	42.43'
C19	30.00	34.23'	S13°55'46"E	32.40'
C20	56.00	29.32'	S31°36'57"E	28.99'
C21	30.00	25.57'	S39°56'40"E	24.81'
C22	30.00	47.09'	S63°43'35"W	42.40'
C23	30.00	47.26'	N26°10'14"W	42.53'
C24	30.00	46.99'	N63°50'15"E	42.33'
C25	30.00	47.15'	S26°15'56"E	42.44'
C26	30.00	46.29'	N86°04'27"W	41.84'
C27	56.00	28.64'	N56°35'10"W	28.33'
C28	30.00	47.12'	N26°14'29"W	42.43'
C29	30.00	47.12'	N63°45'25"E	42.43'
C30	30.00	47.12'	N26°14'35"W	42.43'
C31	30.00	47.10'	N63°44'04"E	42.41'
C32	30.00	53.71'	S20°00'11"E	46.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N16°36'57"W	5.39'
L2	N46°36'57"W	2.83'
L3	S01°59'27"W	10.64'
L4	S41°56'03"E	3.48'
L5	N41°56'03"W	7.99'
L6	N41°55'59"W	55.56'
L7	N71°14'22"W	66.41'
L8	S46°36'57"E	2.82'
L9	S16°36'57"E	5.40'
L10	N41°55'59"W	45.92'
L11	N71°14'22"W	66.41'
L12	N18°45'25"E	26.00'
L13	S54°24'32"E	15.00'
L14	S35°35'28"W	23.32'
L15	S18°01'04"W	18.12'
L16	N71°58'56"W	15.00'
L17	S54°09'40"W	60.92'
L18	S45°35'52"W	8.20'
L19	N87°54'29"E	74.46'
L20	S29°54'44"W	78.72'
L21	N35°35'28"E	27.86'
L22	N67°05'25"E	69.49'
L23	S73°23'03"W	12.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	S16°36'57"E	10.00'
L25	N73°23'03"E	7.93'
L26	S38°31'44"E	59.33'
L27	S38°31'44"E	55.29'
L28	N71°14'35"W	6.49'
L29	S18°45'25"W	10.00'
L30	S71°14'35"E	9.97'
L31	N71°14'35"W	34.55'
L32	S18°45'25"W	18.00'
L33	S71°14'35"E	34.55'
L34	S18°45'25"W	8.40'
L35	S71°14'35"E	10.00'
L36	N18°45'25"E	8.41'
L37	N18°45'25"E	9.04'
L38	N71°14'35"W	10.00'
L39	S18°45'25"W	7.33'
L40	N58°20'41"W	8.41'
L41	S31°39'19"W	10.00'
L42	S58°20'41"E	8.48'
L43	S69°55'35"E	9.49'
L44	S20°04'25"W	10.00'
L45	N69°55'35"W	6.85'
L46	S18°45'25"W	8.76'
L47	S71°14'35"E	10.00'
L48	N18°45'25"E	8.41'
L49	S71°14'35"E	8.72'
L50	N18°45'25"E	10.00'
L51	N71°14'35"W	5.94'
L52	N18°45'25"E	12.69'
L53	N71°14'35"W	10.00'
L54	S18°45'25"W	4.39'
L55	N18°01'04"E	18.32'

0 30' 60' 120'
GRAPHIC SCALE IN FEET
1" = 60'

* LEGEND *

CIRF	IRON ROD FOUND WITH A CAP STAMPED
PERM.	PERMANENT
ESMT	EASEMENT
CB	CHORD BEARING
CL	CHORD LENGTH
R	RADIUS
L	ARC LENGTH
INS. NO.	INSTRUMENT NUMBER
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
FND	FOUND
B.T.P.	BY THIS PLAT
V.A.M.	VISIBILITY, ACCESS AND MAINTENANCE
SQ. FT.	SQUARE FEET
C.C.C.I. NO.	COLLIN COUNTY CLERK'S INSTRUMENT NUMBER
P.A.E.	PEDESTRIAN ACCESS EASEMENT

CERTIFICATE OF APPROVAL:

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

_____
Mayor

_____
City Secretary

OWNER/APPLICANT
GRAND AT ANNA II OWNER, LLC
300 CRESCENT COURT, S-1425
DALLAS, TEXAS 75201
PH: 214-697-8947
ATTN: TODD FINLEY

ENGINEER:
Bowman CONSULTING
5601 DEMOCRACY DRIVE, SUITE 205,
PLANO, TEXAS 75024
PH: (972) 497-2993
ATTN: BRIAN BORO, PE

SURVEYOR:
SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900 ~ S&A 21061.2

EXHIBIT A

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL REPLAT OF
ANNA TOWN SQUARE ADDITION
LOT 2R, BLOCK A
GRANDERSON STARK SURVEY
ABSTRACT NO. 798,
CITY OF ANNA,
COLLIN COUNTY, TEXAS
1 LOT ~ 11.0943 ACRES
NOVEMBER ~ 2022

Item No. 6.j.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Town Square Addition, Block A, Lot 2R, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Multiple-family residences on 11.1± acres located on the west side of E. Finley Boulevard, 515± feet south of Florence Way. Zoned Planned Development (Ord. No. 983-2022).

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

FINANCIAL IMPACT:
N/A

STATEGIC CONNECTIONS:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Anna Town Square Addition, Block A, Lot 2R Site Plan Locator Map
2. RESOLUTION - (SP) Anna Town Square Addition, Block A, Lot 2R
3. Exhibit A (Stamped) - (SP) Anna Town Square, Block A, Lot 2R

Site Plan - Anna Town Square Addition, Block A, Lot 2R
JESSICA LYNN LN
DEYA DR
FLORENCE WAY
ELENA DR
LILIANA LN
S POWELL PKWY
COUNTY ROAD 422
E FINLEY BLVD
THAYNE DR
ASKEW DR
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 150 300 600
Feet
November 2022
H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN SQUARE ADDITION, BLOCK A, LOT 2R, 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, Grand at Anna II Owner, LLC has submitted an application for the approval of the Anna Town Square Addition, Block A, Lot 2R, 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

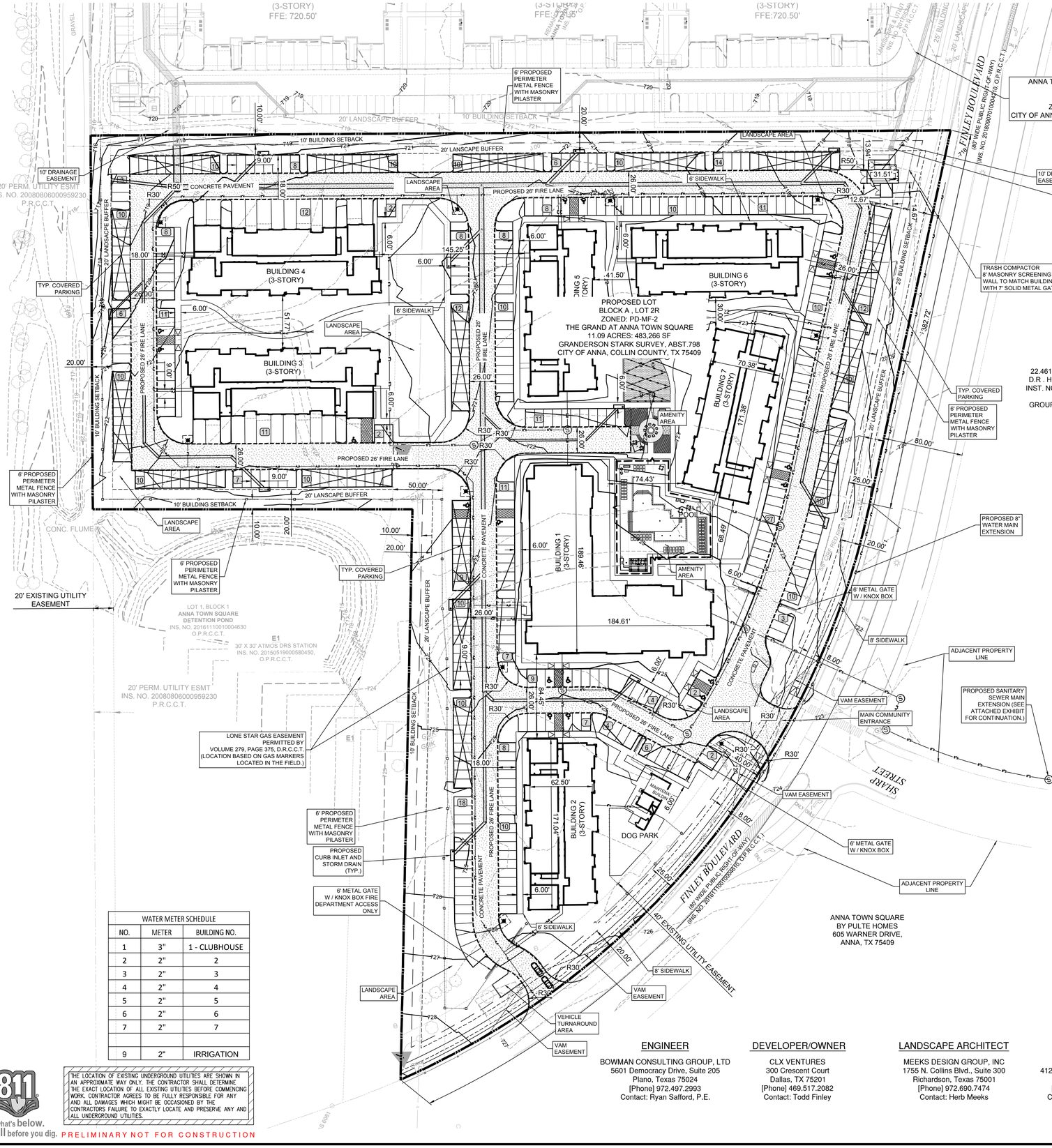
The City Council hereby approves the Anna Town Square Addition, Block A, Lot 2R, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December, 2022.

ATTEST: APPROVED:

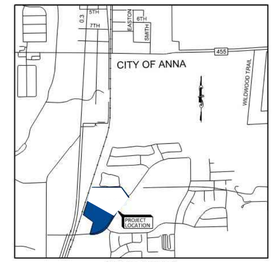
_____ _____

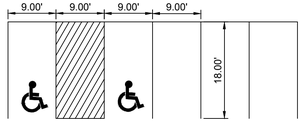
City Secretary, Carrie L. Land Mayor, Nate Pike



ANNA TOWN SQUARE ADDITION
LOT 1, BLOCK A
19.37 ACRES
ZONED: PD-MF-2
CITY OF ANNA, COLLIN COUNTY, TX 75409

22.461 ACRES, 986,242 S.F.
D.R . HORTON - TEXAS, LTD
INST. NO. 20201016061803490
O.P.R.C.C.T.
GROUP R-1 SINGLE FAMILY





TYPICAL PARKING SPACE DIMENSION (NOT TO SCALE)

SCALE: 1 INCH = 50 FT

PROPOSED LEGEND

- PROPOSED BUILDING
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED CURB & GUTTER
- FIRE LANE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- 8"W — 8" WATER LINE
- 8"S — 8" SEWER LINE
- STORM DRAIN LINE
- T — TRANSFORMER
- LIGHT POLE
- HEADWALL
- CURB INLET
- GRATE INLET
- SD — STORMSEWER MANHOLE
- S — SANITARY MANHOLE
- FIRE HYDRANT
- 12 — PARKING COUNT

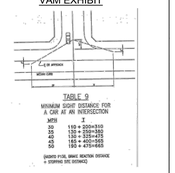
APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

VAM EASEMENT

THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY , ACCESS, AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS, AND MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER, AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT, AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS, SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

VAM EXHIBIT



ANNA SITE DATA TABLE	
ITEM	
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-MF-2
LAND USE (FROM ZONING ORDINANCE)	MF-2
LOT AREA (SQUARE FEET & ACRES)	11.09 AC (483,266 SF)
BUILDING FOOTPRINT AREA (SQUARE FEET)	89,494 SF
BUILDING HEIGHT(# STORIES)	3 STORY
BUILDING HEIGHT (FEET-DISTANCE TO TALLEST BUILDING ELEMENT	45'
LOT COVERAGE (PERCENT-XXX%)	18.52%
MULTIFAMILY UNITS	
# OF STUDIO/MINIMUM SQUARE FEET	3 UNITS / 575 SF
# OF 1 BEDROOM/ MINIMUM UNIT SIZE	56 UNITS / 648 SF 48 UNITS / 729 SF 43 UNITS / 987 SF
# OF 2 BEDROOM/ MINMUM UNIT SIZE	64 UNITS / 1026 SF 2 UNITS/ 1155 SF
# OF 3 BEDROOM/ MINMUM UNIT SIZE	6 UNITS / 1320 SF
TOTAL UNIT COUNT	222
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	
STUDIO AND 1 BEDROOM	1.5 SPACES PER DWELLING UNIT
2 BEDROOM	2 SPACES PER DWELLING UNIT
3 BEDROOM	2 SPACES PER DWELLING UNIT
GUEST PARKING	0.25 SPACES PER UNIT
REQUIRED PARKING(# SPACES)	447
PROVIDED SPACES (# SPACES)	447
ACCESSIBLE PARKING REQUIRED (#SPACES)	12
ACCESSIBLE PARKING PROVIDED (#SPACES)	19

A MINIMUM OF 179 OF THE PARKING SPACES MUST BE COVERED. OF THE 179 SPACES, THERE MUST BE A MINIMUM OF 23 GARAGES SPACES.

ANNA SITE DATA TABLE	
LANDSCAPE AREA (INCLUDING TURF AREA)	
INTERNAL LANDSCAPE AREA (SQUARE FEET- 8 FEET PER PARKING SPACE)	102,194 SF
OPEN SPACE AREA REQUIRED	
1 BEDROOM = 600 SF OPEN SPACE	90,000 SF
EACH ADDITIONAL BEDROOM OVER 1 BEDROOM = 300 SF OPEN SPACE	66,600 SF
TOTAL OPEN SPACE REQUIRED	156,600 SF
OPEN SPACE AREA PROVIDED	
SITE LANDSCAPE	184,432 SF
SITE AMENITIES (POOL & PLAYGROUND) X 3SF CREDIT	20,673 SF
TOTAL OPEN SPACE PROVIDED	205,105 SF

WATER METER SCHEDULE		
NO.	METER	BUILDING NO.
1	3"	1 - CLUBHOUSE
2	2"	2
3	2"	3
4	2"	4
5	2"	5
6	2"	6
7	2"	7
9	2"	IRRIGATION

STORM WATER MANAGEMENT FOR PHASE 2 IS ACCOUNTED THROUGH TWO DETENTION PONDS DESIGNED AS PART OF THE PHASE 1 LOCATED NORTH OF THE SUBJECT SITE. STORM WATER WILL BE CONVEYED USING STORM DRAINS LOCATED AT THE NORTHEAST AND NORTHWEST CORNERS OF THE PROPERTY.

PROPOSED PERIMETER FENCE TO BE CONSTRUCTED WITH METAL & MASONRY PILASTER

EXHIBIT A

REVISION	DESCRIPTION	DATE

SITE PLAN

ANNA TOWN SQUARE ADDITION
LOT 2R, BLOCK A
11.09 ACRES
GRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

ENGINEER
BOWMAN CONSULTING GROUP, LTD
5601 Democracy Drive, Suite 205
Plano, Texas 75024
[Phone] 972.497.2993
Contact: Ryan Safford, P.E.

DEVELOPER/OWNER
CLX VENTURES
300 Crescent Court
Dallas, TX 75201
[Phone] 469.517.2082
Contact: Todd Finley

LANDSCAPE ARCHITECT
MEEKS DESIGN GROUP, INC
1755 N. Collins Blvd., Suite 300
Richardson, Texas 75001
[Phone] 972.690.7474
Contact: Herb Meeks

ARCHITECT
GSR ANDRADE
4121 Commerce St., Suite #1
Dallas, Texas 75226
[Phone] 214.824.7040
Contact: Welly Supangat

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF RYAN C. SAFFORD, P.E. ON DECEMBER 2 2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

Bowman
© Bowman Consulting Group, Ltd.
TBPE Firm Registration No. F-14309
5601 Democracy Drive, Suite 205
Plano, Texas 75024
Phone: (972) 497-2990
Fax: (512) 327-4062
www.bowman.com

DESIGN	DRAWN	CHKD	DATE:	JOB No.	SHEET
BB	MP	RS	11/29/2022	XXXXXX-XX-XXX	

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

PRELIMINARY NOT FOR CONSTRUCTION

V:\370416 - CLX Ventures- Anna TX\070416-01-002 (ENG) - CLX Anna Phase 2 Multi-Family\Engineering\Engineering Plans\Sheet Sets\Site Plan.dwg, Layout1, December 02, 2022, 8:51 AM, bboro

Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Oak Briar Addition, Block A, Lots 1R, 2R, & 3, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Three lots on 14.3± acres located at the southeast corner of County Road 513 and County Road 1067. Zoned: Extraterritorial Jurisdiction (ETJ).

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

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

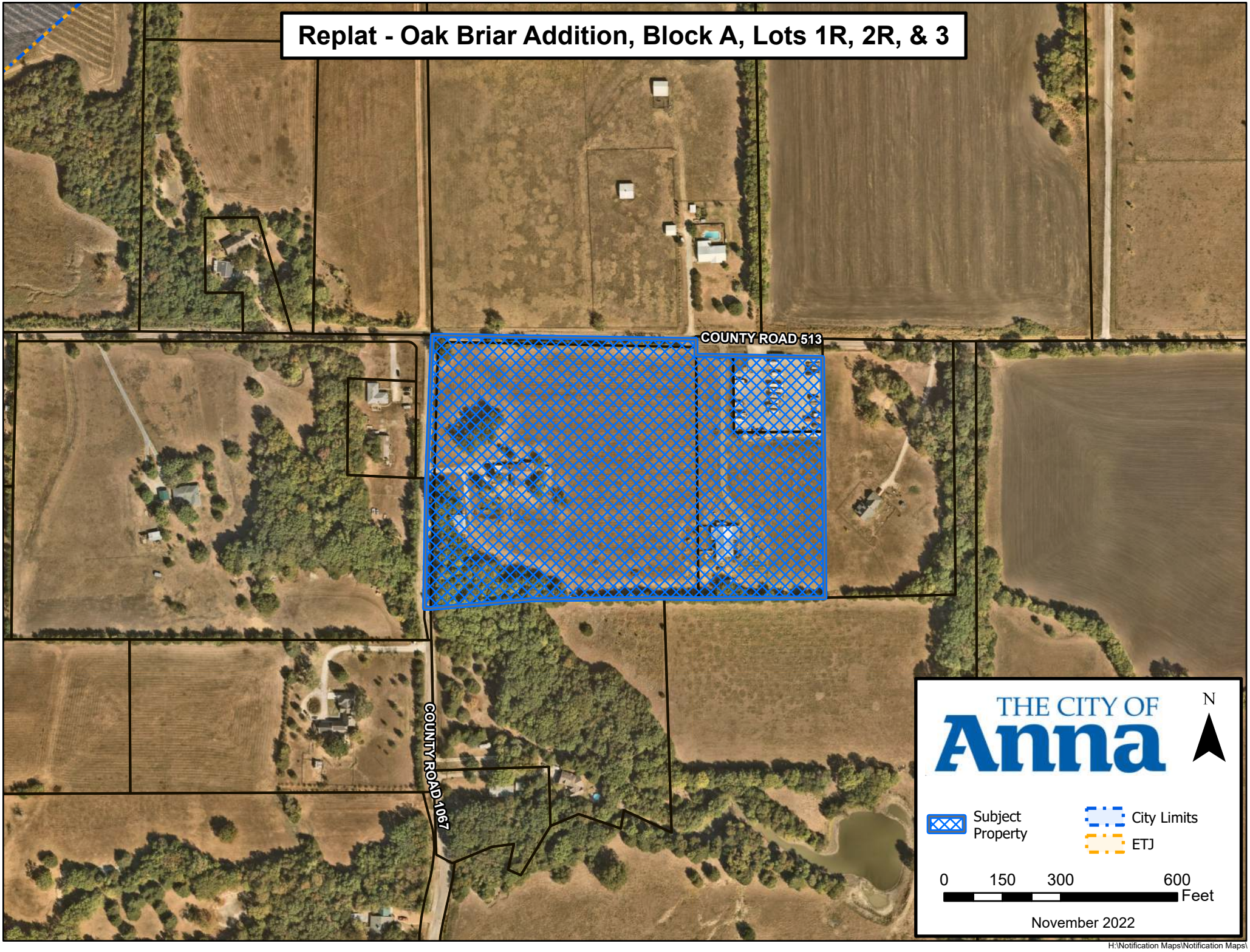
STAFF RECOMMENDATION:
The Replat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Oak Briar Addition, Block A, Lots 1R, 2R, & 3 Locator Map
2. RESOLUTION - (R) Oak Briar Addition, Block A, Lots 1R, 2R, & 3
3. EXHIBIT A (stamped) - R (Oak Briar Addn, Bl A, Lts 1R, 2R, and 3)

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/1/2022
Ross Altobelli, Director of Development Services	Approved - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING OAK BRIAR ADDITION, BLOCK A, LOT 1R, 2R, & 3, REPLAT

WHEREAS, In order to provide for the orderly development of land within the City of Anna extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation"); and

WHEREAS, Chris & Annie Chaddick have submitted an application for the approval of the Oak Briar Addition, Block A, Lots 1R, 2R, & 3, 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 Replat.

The City Council hereby approves the Oak Briar Addition, Block A, Lots 1R, 2R, & 3, Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of December 2022.

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

EXHIBIT A
SHEET 1 OF 2

Called 10.00 Acres
J. Roberto Rodriguez and wife, Ma Celina Reyes
Document No. 20160422000488180, O.P.R.C.C.T.

Called 51.95 Acres
ANNA52 GROUP, LLC
Document No. 202112070024768 40, O.P.R.C.C.T.

Called 50.392 Acres
Everest Real Estate Services, LLC
Document No. 20210805001577580, O.P.R.C.C.T.

N

GRAPHIC SCALE
50 0 30 50
1 inch = 50 ft.

1/2" I.R.F.
P.K. NAIL FND. (R.M.)

County Road No. 513

S88°49'46"E 680.30'
S00°31'02"E 48.24'
S88°50'42"E 326.04'

PROPOSED RIGHT-OF-WAY
N89°01'37"W 329.43'
N89°01'37"W 308.95'
95.92'
286.02'
40.02'
5/8" C.I.R.F. "ADAMS SURVEYING" (R.M.)

N46°08'02"E 28.36'

Proposed Right-of-Way Dedication 45,309 Sq. Ft. 1.040 Acres

N00°27'45"E 685.23'

PROPOSED RIGHT-OF-WAY

Collin County Road Easement
25' From the Centerline of Existing County Road
Document No. 20110111000042950, O.P.R.C.C.T.

30' Access Easement
N00°58'23"E 301.04'

Lot 2R, Block A
175,486 Sq. Ft.
4.029 Acres

196.62'
S00°29'39"E
Lot 2R, Block 1
OAK BRIAR ADDITION
Vol. 2020, Page 451, O.P.R.C.C.T.
S00°29'31"E 284.60'
190.00'

5/8" C.I.R.F. "ADAMS SURVEYING" (R.M.)

County Road No. 1067

614.45'
N01°17'40"E

N89°30'21"E 602.46'
N89°30'21"E 316.68'
N89°30'21"E 285.78'

30' Access Easement

10' Coserv Easement Vol. 2020, Page 451, O.P.R.C.C.T.

Called 5.000 Acres
Christopher R. Chaddick and; Annie M. Chaddick
Document No. 20120809000979330, O.P.R.C.C.T.

Lot 1R, Block 1
OAK BRIAR ADDITION
Vol. 2020, Page 451, O.P.R.C.C.T.

616.52'
S00°29'31"E

Called 5.000 Acres
Ronald Steven Wangler
Document No. 20130718001006160, O.P.R.C.C.T.

Called 10.692 Acres
Dennis R. Chaddick
Document No. 20100510000466070, O.P.R.C.C.T.

Lot 3, Block A
327,438 Sq. Ft.
7.517 Acres

331.21'
S00°31'02"E

Lot 1R, Block A
119,516 Sq. Ft.
2.744 Acres

13.50'
C.I.R.S.

POINT OF BEGINNING

N89°50'52"W 598.61'

C.I.R.S.
3/8" I.R.F. BEARS: S00°27'47"E 4.44'

5/8" C.I.R.F. "RPLS 5587" (R.M.)

S89°43'34"W 93.15'

S89°47'52"W 325.64'

1/2" I.R.F. (R.M.)
N89°57'48"E 329.35'
1/2" I.R.F. (R.M.)

430.41'
S00°27'47"E

1/2" I.R.F. (R.M.)

Called 6.94 Acres
Brian Bowen
Document No. 20160810010515 60, O.P.R.C.C.T.

Called 71.20 Acres
Richard A. Hall and Kathy A. Hall
Vol. 4122, Pg. 1150, D.R.C.C.T.

General Notes:

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

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

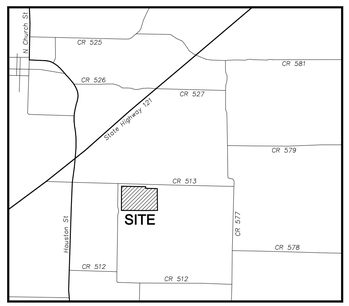
3. Bearings are based on the Texas State Plane Coordinate System, North Cental Zone (4202), NAD83. The surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847312, at base point 0,0.

4. 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.

5. The purpose of this plat is to create 3 buildable lots by modifying property boundaries and to dedicate right-of-way and easements.

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



Vicinity Map
(not to scale)

Owner (Lots 1R and 2R):
Christopher R. Chaddick
and Annie M. Chaddick
8188 County Road 513
Anna, Texas 75409

Owner (Lot 3):
Dennis R. Chaddick
12484 County Road 1067
Anna, Texas 75409

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

REPLAT
OAK BRIAR ADDITION
LOT 1R, 2R AND 3, BLOCK A
Being a replat of
Lot 1R and 2R, Block 1
OAK BRIAR ADDITION
Vol. 2020, Pg. 451, O.P.R.C.C.T. and
10.690 Acres described in deed to
Dennis R. Chaddick in
Document No. 20100510000466070,
O.P.R.C.C.T.
38,298 Sq. Ft. / 0.879 Acres
William W. Roberts Survey,
Abstract No. 785
City of Anna (ETJ), Collin County, Texas
Preparation Date: September 28, 2022
Scale: 1" = 50' Sheet No. 1 of 2

APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

DATE: 09/28/2022	SCALE: 1" = 50'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2022-0089

EXHIBIT A
SHEET 2 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Dennis R. Chaddick, Christopher R. Chaddick and Annie M. Chaddick, are the owners of a tract of land, situated in the William W. Roberts Survey, Abstract No. 785, in the Extra-Territorial Jurisdiction of the City of Anna, Collin County, Texas, and being all of Lots 1R and 2R, Block 1, **OAK BRIAR ADDITION**, an addition to Anna Extra-Territorial Jurisdiction, as recorded in Volume 2020, Page 451, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), same being all of that called 5.000 acre tract of land, described in deed to Christopher R. Chaddick and Annie M. Chaddick, as recorded under Document No. 20120809000979330, O.P.R.C.C.T., and also being all of that called 10.692 acre tract of land, described in deed to Dennis R. Chaddick, as recorded under Document No. 20100510000466070, O.P.R.C.C.T., said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) for the southwesterly corner of said 10.692 acre tract, same being the northwesterly corner of a called 6.94 acre tract of land, described in deed to Brian Bowen, as recorded under Document No. 20160810001051560, O.P.R.C.C.T., said corner also being in County Road No. 1067;

THENCE North 00°27'45" East, along the westerly line of said 10.692 acre tract, same being along said County Road No. 1067, a distance of 685.23' to a p.k. nail found for the northwesterly corner of said 10.692 acre tract, same being in the northerly edge of the asphalt paving for County Road No. 513;

THENCE South 88°49'46" East, along said County Road No. 513, same being the northerly line of said 10.692 acre tract, a distance of 680.30' to a p.k. nail found for the northeasterly corner of said 10.692 acre tract, same being the northwesterly corner of said 5.000 acre tract, same also being the northwesterly corner of the right-of-way dedication, as shown on said plat of **OAK BRIAR ADDITION**;

THENCE South 00°31'02" East, along the westerly line of said right-of-way dedication, a distance of 48.24' to a 5/8" capped iron rod stamped "Adams Surveying" found for the northwesterly corner of said Lot 2R, same being the southwesterly corner of said right-of-way dedication;

THENCE South 88°50'42" East, along the southerly right-of-way dedication, same being the northerly line of said Lot 2R, a distance of 326.04' to a 5/8" capped iron rod stamped "Adams Surveying" found for the northeasterly corner of said Lot 2R, same being the southeasterly corner of said right-of-way dedication, said corner also being in the westerly line of a called 5.000 acre tract of land, described in deed to Ronald Steven Wangler, as recorded under Document No. 20130718001006160, O.P.R.C.C.T.;

THENCE South 00°29'31" East, along the westerly line of said 5.000 acre (Wangler tract), same being along the easterly line of said Lot 2R and Lot 1R of said addition, a distance of 616.52' to a 1/2" iron rod found for the southeasterly corner of Lot 1R, same being in the northerly line of a called 71.20 acre tract of land, described in deed to Richard A. Hall and Kathy A. Hall, as recorded in Volume 4122, Page 1150, of the Deed Records, Collin County, Texas (D.R.C.C.T.);

THENCE North 89°47'52" East, along the common line between said 71.20 acre tract and said Lot 1R, a distance of 325.64' to a 5/8" capped iron rod stamped "RPLS 5587" found for the southwesterly corner of said Lot 1R, same being the southeasterly corner of said 10.692 acre tract;

THENCE along the southerly line of said 10.692 acre tract, the following (2) two courses and distances:

1. South 89°43'34" West, a distance of 93.15' to a capped iron rod set for corner, from which a 3/8" iron rod found bears, South 00°27'47" East, a distance of 4.44';

2. North 89°50'52" West, a distance of 598.61' to the **POINT OF BEGINNING** and containing 667,952 square feet or 15.334 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Dennis R. Chaddick, Christopher R. Chaddick and Annie M. Chaddick, are the owners of the above described property and do hereby adopt this Replat, designating the herein above described property as **OAK BRIAR ADDITION, LOTS 1R, 2R and 3, BLOCK A**, and do 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.

_____
Dennis R. Chaddick

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 Dennis R. Chaddick, 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

_____
Christopher R. Chaddick

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 Christopher R. Chaddick, 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

_____
Annie M. Chaddick

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 Annie M. Chaddick, 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

DATE: 09/14/2022	SCALE: 1" = 40'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2022-0089

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____
NOTARY PUBLIC in and for the State of Texas

Owner (Lots 1R and 2R):
Christopher R. Chaddick
and Annie M. Chaddick
8188 County Road 513
Anna, Texas 75409

Owner (Lot 3):
Dennis R. Chaddick
12484 County Road 1067
Anna, Texas 75409

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

REPLAT
OAK BRIAR ADDITION
LOT 1R, 2R AND 3, BLOCK A
Being a replat of
Lot 1R and 2R, Block 1
OAK BRIAR ADDITION
Vol. 2020, Pg. 451, O.P.R.C.C.T. and
10.690 Acres described in deed to
Dennis R. Chaddick in
Document No. 20100510000466070,
O.P.R.C.C.T.
38,298 Sq. Ft. / 0.879 Acres
William W. Roberts Survey,
Abstract No. 785
City of Anna (ETJ), Collin County, Texas
Preparation Date: September 28, 2022
Scale: 1" = 50' Sheet No. 1 of 2

APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Town Center Addition, Block A, Lot 12, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Restaurant on one lot on 2.8± 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 Site Plan is to show the proposed restaurant and related site improvements.

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Anna Town Center Addition, Block A, Lot 12 Locator Map
2. Resolution- (SP) Anna Town Center Addn BL A, Lt 12 (Texas Roadhouse)
3. EXHIBIT A (stamped) - SP (Anna Town Center Addn, Bl A, Lt 12)

APPROVALS:
Ross Altobelli, Director of Development Services Created/Initiated - 12/1/2022

Ross Altobelli, Director of Development Services	Approved - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Site Plan - Anna Town Center Addition, Block A, Lot 12
N STANDRIDGE BLVD
SUZIE LN
N CENTRAL EXPY
N THROCKMORTON BLVD
US HIGHWAY 75
SPRING VALLEY WAY
S THROCKMORTON BLVD
S STANDRIDGE BLVD
S CENTRAL EXPY
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 150 300 600
Feet
November 2022
H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ANNA TOWN CENTER ADDITION, BLOCK A, LOT 12.

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, Bryan Bischoff / Chief Partners has submitted an application for approval for the site plan of Anna Town Center Addition, Block A, Lot 12; 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

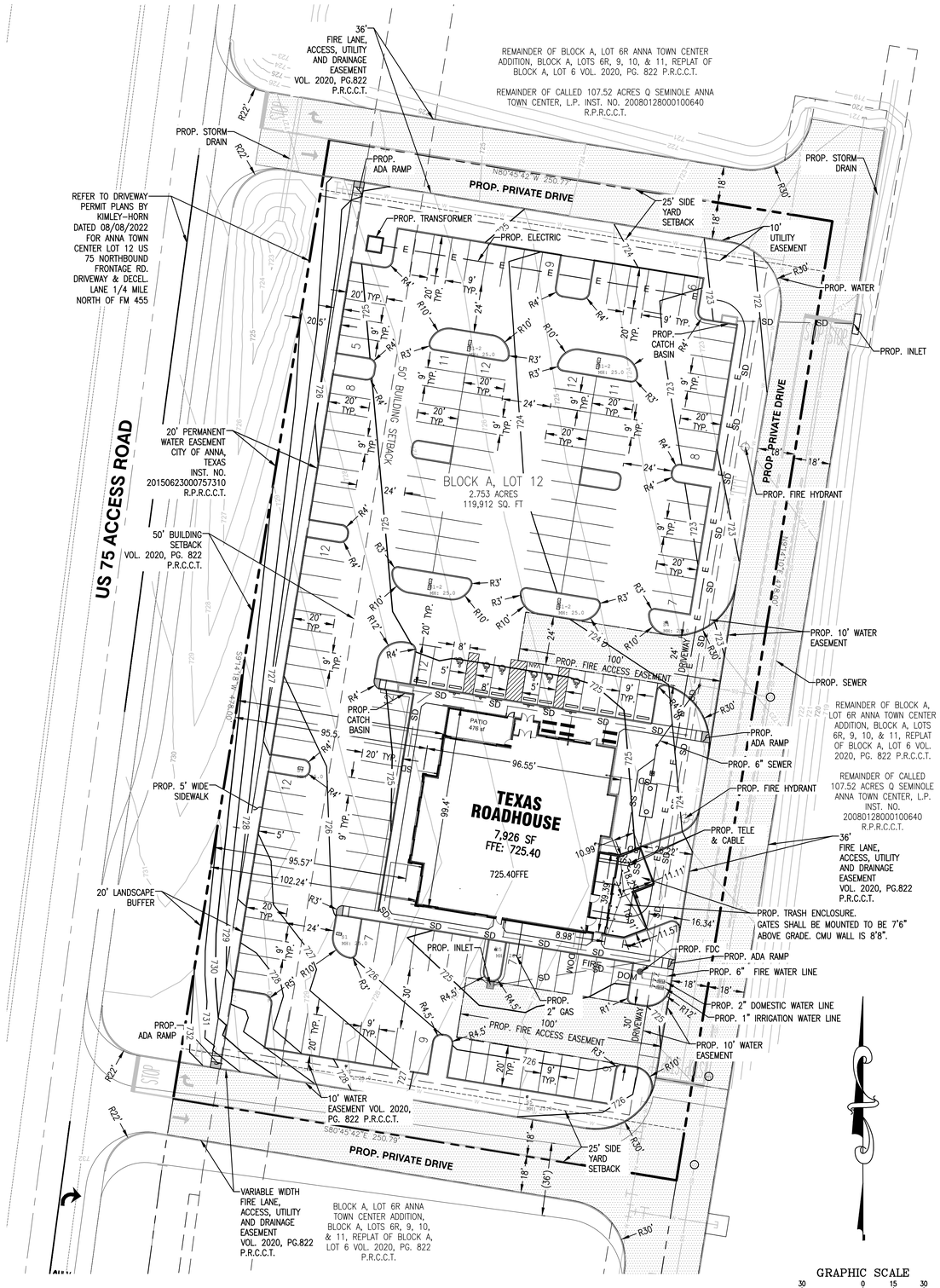
The City Council hereby approves the Anna Town Center Addition, Block A, Lot 12, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST: APPROVED:

_____ _____
City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A



PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED SANITARY SEWER GREASE INTERCEPTOR
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED WATER METER AND BACKFLOW ASSEMBLY
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- PROPOSED TRANSFORMER
- FIRE LANE ACCESS, UTILITY, & DRAINAGE EASEMENT

SITE DATA SUMMARY TABLE

GENERAL SITE DATA

ZONING:	PLANNING DEVELOPMENT - COMMERCIAL PD-648-2014
LAND USE:	C-2 GENERAL COMMERCIAL DISTRICT (THOR - THOROUGHFARE OVERLAY DISTRICT)
LOT AREA:	2.753 ACRES (119,912 SQ. FT)
BUILDING FOOTPRINT AREA:	7,450 SQ. FT
TOTAL BUILDING AREA:	7,926 SQ. FT
BUILDING HEIGHT	1 STORY
BUILDING HEIGHT	27 FEET 6 INCHES
LOT COVERAGE	6.61%

PARKING

PARKING RATIO:	1 PARKING SPACE PER 100 SQUARE FEET OF FLOOR AREA
REQUIRED PARKING:	80 SPACES
PROVIDED PARKING:	169 SPACES
ACCESSIBLE PARKING REQUIRED:	6 SPACES INCLUDING 1 VAN
ACCESSIBLE PARKING PROVIDED:	6 SPACES INCLUDING 1 VAN

LANDSCAPE AREA

REQUIRED INTERNAL LANDSCAPE AREA:	1,344 SF (8 SQUARE FEET PER PARKING SPACE)
TOTAL LANDSCAPE AREA:	28,162 SQ. FT.

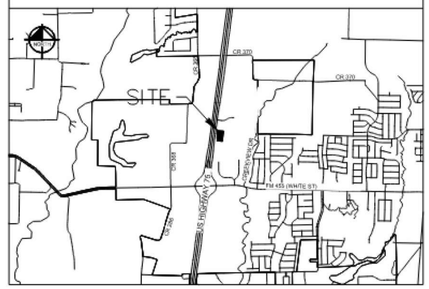
SETBACK/YARD

LOT AREA:	20,000 SQ. FT.
LOT WIDTH:	40 FT. MINIMUM
FRONT YARD:	50 FEET
SIDE YARD:	25 FEET
REAR YARD:	NONE
HEIGHT:	35 FEET MAXIMUM

FLOOD

ACCORDING TO MAP NO. 48085C0155 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. THIS PROPERTY IS LOCATED IN ZONE "X-UNSHADED", WHICH IS NOT A SPECIAL FLOOD HAZARD AREA (SFHA).

VICINITY MAP NOT TO SCALE



APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

SITE PLAN
ANNA TOWN CENTER ADDITION
BLOCK A, LOT 12
2.753 ACRES
CITY OF ANNA, COLLIN COUNTY, TX
W.S. RATTON SURVEY, ABSTRACT NO. 752

DATE PREPARED: 11/28/2022

OWNER:
Q SEMINOLE ANNA TOWN CENTER, LP
8111 WESTCHESTER DR., STE 800
DALLAS, TX 75225
PHONE: 214-884-3249
CONTACT: BRIAN BISCHOFF

ENGINEER/PREPARER:
GREENBERGFARROW
1230 PEACHTREE STREET NE, STE 290
ATLANTA, GA 30309
PHONE: 913-522-7999
CONTACT: RYAN SCOTT, P.E.

www.greenbergfarrow.com
30 Executive Park
Suite 100
Irvine, CA 92614
t: 949 296 0450

COPYRIGHT NOTICE
This drawing is the property of the above referenced Professional and is not to be used for any purpose other than the specific project and site names herein, and cannot be reproduced in any manner without the express written permission from the Professional.

PROJECT TEAM

ISSUE/REVISION RECORD

DATE	DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL LICENSE NO:
EXP:

PROFESSIONAL IN CHARGE
JANSON TING
PROJECT MANAGER
JT
QUALITY CONTROL
JT
DRAWN BY
SK

PROJECT NAME

TEXAS ROADHOUSE
ANNA, TEXAS
SWQ US HIGHWAY 75 AND FM 455
ANNA, TX 75409

PROJECT NUMBER
20211457.0
SHEET TITLE

SITE PLAN

SHEET NUMBER

1 OF 1

NOT ISSUED FOR CONSTRUCTION

Drawing Name: P:\2021\20211457\0.800 Civil_Current Drawings_Site Plan Submittal\20211457 01 Site Plan.dwg Last Modified: Nov 21, 2022 - 7:41pm Plotted on: Nov 28, 2022 - 9:36am by JPng

Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Alan Guard

AGENDA ITEM:
Approve the Quarterly Investment Report for the Period Ending September 30, 2022. (Finance Director Alan Guard)

SUMMARY:
In accordance with the Public Funds Investment Act (PFIA), the City of Anna is required to submit a quarterly report on the investments of all public funds held by the City. The report includes:

- Review of the City's holdings.
- Comparison of book vs. market value.
- Allocation information by fund.
- Charts showing historical activity.

The City's portfolio as of the quarter ending September 30, 2022 earned an average yield of 0.66%. The total fiscal year-to-date interest earned is $484,916. Total investments increased by $14.7 million. This was due primarily to the sale of the business park and receipt of the second tranche of ARPA funds. The City has also started to diversify its portfolio with the investment of $9.0 million in CD's with Independent Bank ($2.0 million for the General Fund, $2.0 million for the Utility Fund and $5.0 million for the EDC).

FINANCIAL IMPACT:
Interest earnings YTD of $484,916 versus a budget of $75,400.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL 4 - HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:
Adopt the report.

ATTACHMENTS:
1. Quarterly Investment Report 09.30.2021

APPROVALS:

Alan Guard, Director of Finance	Created/Initiated - 12/2/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

July 1, 2022 to September 30, 2022

THE CITY OF Anna

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2022

The investment portfolio of the City of Anna is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Assistant City Manager

Finance Director

Assistant Finance Director

Summary
Investment Report
July 1, 2022 to September 30, 2022

Quarter End Results by Investment Category:

		September 30, 2022		June 30, 2022	
Asset Type	**Ave. Yield**	**Book Value**	**Market Value**	**Book Value**	**Market Value**
Bank DDA	0.55%	$ 59,195,715	$ 59,195,715	$ 51,145,911	$ 51,145,911
Bank CD	2.00%	$ 9,000,000	$ 9,000,000	$ -	$ -
Money Market	0.05%	$ 1,228,951	$ 1,228,951	$ 1,228,793	$ 1,228,793
Texpool	2.03%	$ 19,662,819	$ 19,662,819	$ 22,026,529	$ 22,026,529
Texas CLASS	1.69%	$ 1,869,287	$ 1,869,287	$ 1,865,032	$ 1,865,032
Totals		**$ 90,956,772**	**$ 90,956,772**	**$ 76,266,265**	**$ 76,266,265**

Current Quarter Average Yield
Total Portfolio 1.26%

Fiscal Year-to-Date Average Yield
Total Portfolio 0.66%

Quarterly Interest Income $231,137
Year-to-date Interest Income $484,916

Investment Report
July 1, 2022 to September 30, 2022

Summary of Total Investment Book Value by Fund Group

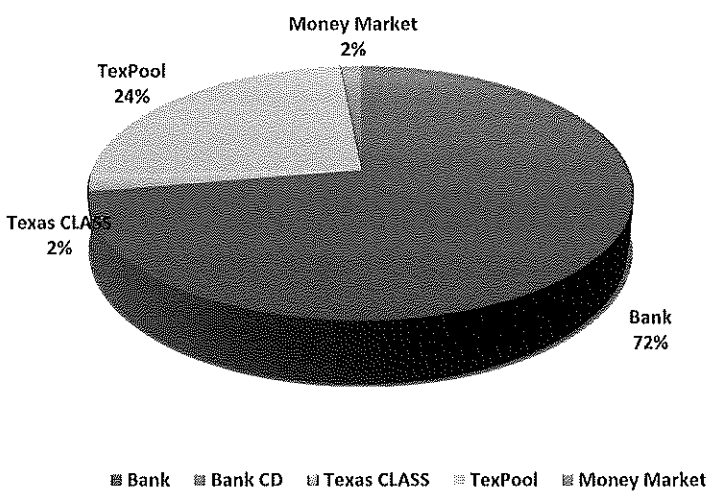
	9/30/22	6/30/22
General Fund	$ 10,792,306	$ 11,986,304
Debt Service Funds	$ 83,893	849,240
General Capital Projects Non Bond	$ 1,661,781	3,505,550
General Capital Projects Bond	$ 7,969,277	8,267,945
Special Revenue Funds	$ 17,227,039	11,193,103
Water & Sewer Fund	$ 9,079,389	9,074,828
Utilities Funds - Restricted	$ 30,351,495	29,316,593
EDC	$ 5,982,908	394,026
CDC	$ 7,803,649	1,678,676
PFC/HFC	$ 5,034	-
TOTAL	**$ 90,956,772**	**$ 76,266,265**

Investment Holdings
Investment Report
July 1, 2022 to September 30, 2022

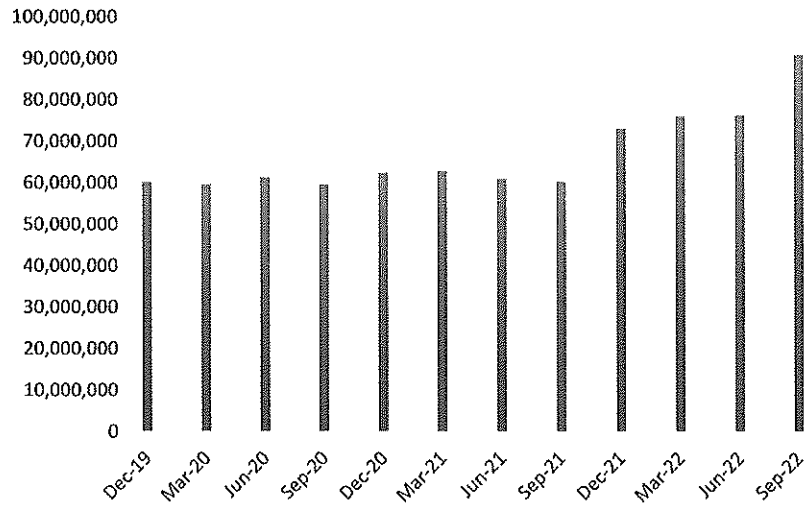
Description	Yield	Maturity Date	Purchase Date	09/30/2022 Book Value	09/30/2022 Market Value	06/30/2022 Book Value	06/30/2022 Market Value	Qtr to Qtr Change
Independent Bank	0.55%	9/30/2022		$ 59,195,715	$ 59,195,715	$ 51,145,911	$ 51,145,911	$ 8,049,804
Independent Bank CD	2.00%	Various	Various	$ 9,000,000	$ 9,000,000	$ -	$ -	$ 9,000,000
Simmons Bank	0.05%	9/30/2022		$ 1,228,951	$ 1,228,951	$ 1,228,793	$ 1,228,793	$ 158
TexPool	2.03%	9/30/2022	Various	$ 19,662,819	$ 19,662,819	$ 22,026,529	$ 22,026,529	$ (2,363,710)
Texas CLASS	0.50%	9/30/2022	8/5/2020	$ 1,869,287	$ 1,869,287	$ 1,865,032	$ 1,865,032	$ 4,255
TOTAL				**$ 90,956,772**	**$ 90,956,772**	**$ 76,266,265**	**$ 76,266,265**	**$ 14,690,507**

July 1, 2022 to September 30, 2022

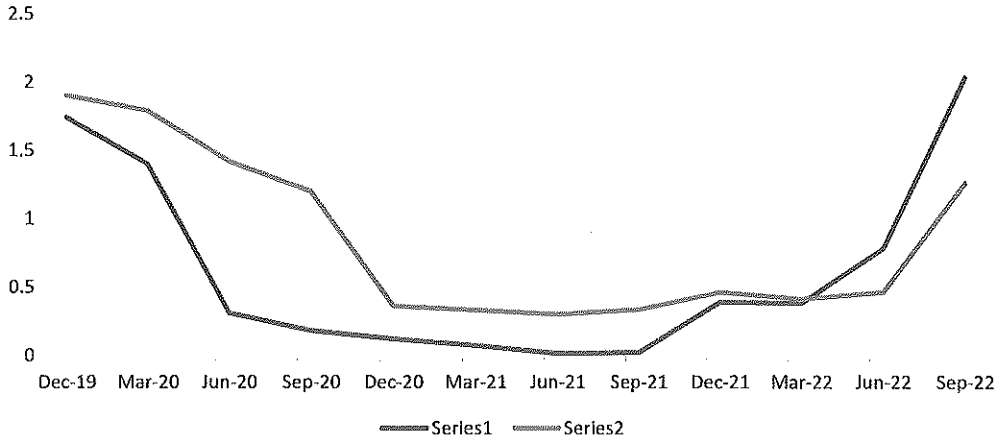
Portfolio Comparison



Total Portfolio



Total Portfolio Performance



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to enter into a Wastewater Regionalization Agreement with North Texas Municipal Water District in a form approved by the City Attorney (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna submitted a discharge permit request to the TCEQ in September of 2022. During the process, North Texas Municipal Water District identified themselves as an affected party in the review process, and ultimately decided to issue a challenge to the permit request.

When a permit is challenged and parties are not able to resolve their differences, TCEQ puts the permit request through a lengthy hearing process which can take years. In an effort to keep the project on track, staff and the engineering consultant have been working over the past 4 months with NTMWD to seek a mutually agreed upon solution to resolve their concerns. NTMWD staff have reviewed the engineering plans and offered feedback. City staff has provided NTMWD with information on the goal of the project, which is to provide a regional wastewater treatment solution for Anna, Weston, and Van Alstyne - where there is not currently access to wastewater treatment facilities.

NTMWD presented Anna's proposed project to their Board of Directors at their November 17, 2022 meeting. From the feedback received, NTMWD staff prepared the attached draft regionalization agreement provided by NTMWD. The City Attorney has reviewed the document and has provided staff with feedback on the proposed language, and staff has provided the comments to NTMWD for inclusion in the final document. The comments are important, but minor in nature, and will not significantly alter the terms of the agreement.

TCEQ staff has informed the City of Anna that as soon as NTMWD removes their challenge to the permit, the discharge permit will go through the final approval process and a permit can be issued.

Since NTMWD's board has granted the managing director authority to execute the agreement, we are hopeful that the agreement can be finalized in the next 30 days. This item will grant the City Manager the authority to execute the regionalization agreement when the final version is received from NTMWD and the language is approved by the City attorney.

FINANCIAL IMPACT:
None at this time.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. Resolution - Authorize City Manager to Execute Regionalization Agreement

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 12/7/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A REGIUONALIZATION AGREEMENT BY AND BETWEEN THE CITY OIF ANNA, TEXAS, AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR THE DEVELOPMENT OF A REGIONAL WASTEWATER TREATMENT FACILITY KNOWN AS THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Anna Capital Improvement Plan includes the design and construction of a regional wastewater treatment facility located in the southwest portion of the City's Extraterritorial Jurisdiction; and,

WHEREAS, the proposed facility will provide wastewater treatment for the west side of Anna, east side of Weston, and West side of Van Alstyne; and,

WHEREAS, the North Texas Municipal Water District and the City of Anna have reached an agreement on the terms and conditions necessary for the North Texas Municipal Water District to remove its current challenge to the discharge permit for the project; and,

WHEREAS, the City Attorney shall review and approve the final draft of the regionalization agreement prior to execution by the City Manager; 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 Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a regionalization agreement with North Texas Municipal Water District related to the Hurricane Creek Regional Wastewater Treatment Facility in a form approved by the City Attorney.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of December 2022.

ATTEST:

_____

City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Action a Resolution authorizing the City Manager to execute documents for the purchase of a portion of real property and permanent drainage easements located at 506 Hackberry Drive necessary for the construction of Hackberry Drive roadway improvements west of State Highway 5 in accordance with certified appraisals and in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Staff worked with a real estate professional to acquire the required land with the use of certified appraisals. Multiple strips have already been purchased as they were smaller in size and impact on the property owner, and well below the City Manager's approval maximum of $50,000. This is one of a small group of parcels which is at a value above the $50,000 threshold based on the appraised value of the property being acquired and the appraised land damages, necessitating City Council authorization. This item will authorize the City Manager to complete the purchase process. Once the properties are purchased, staff will bid the project for construction.

FINANCIAL IMPACT:

Funding for the Hackberry Drive Project was appropriated in the FY2023 Community Investment Program budget in the amount of $1.46 million from the Non-Bond Capital Projects Fund. The total estimated cost for this right of way parcel is $165,000.

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.

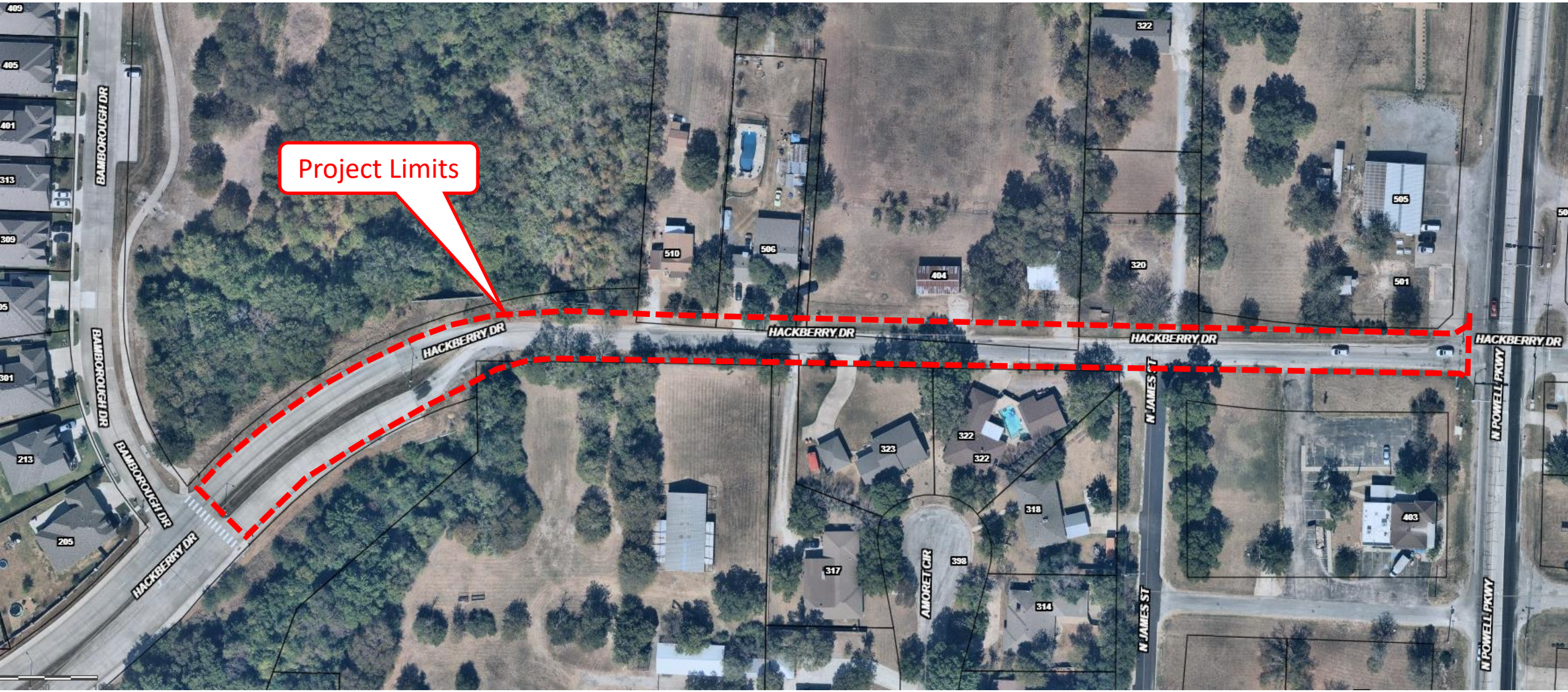
ATTACHMENTS:

1. Hackberry Project Map
2. Resolution -Parcel 2 Purchase ROW Hackberry Drive
3. Rivera Appraisal

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 12/7/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

Hackberry Drive Project Location Map



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT AND ASSOCIATED DOCUMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR THE PURCHASE OF A PORTION OF REAL PROPERTY AND PERMANENT EASEMENTS LOCATED AT 506 HACKBERRY DRIVE, ANNA, TEXAS 75409; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Anna Capital Improvement Plan includes proposed improvements to Hackberry Drive from State Highway 5 to Bamborough Drive; and,

WHEREAS, the City of Anna is seeking to purchase a portion of real property and permanent easements located at 506 Hackberry Drive for use as public right-of-way; and,

WHEREAS, the property owner has agreed to the terms as shown in the attached Memorandum of Agreement; and,

WHEREAS, the City has determined it to be in the public interest for the City to purchase a portion of the property for public road improvements; and,

WHEREAS, the City Attorney shall review and approve all agreements and contracts for the purchase of the property prior to execution by the City Manager; 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 Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a Memorandum of Agreement and associated documents for the purchase of a portion of property and permanent easements at 506 Hackberry Drive in the amount of $165,000.

That funding for the purchase shall come from Roadway Impact Fees.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of December 2022.

ATTEST:

_____

City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Exhibit A

MEMORANDUM OF AGREEMENT

James P. Rivera and Lori V. Rivera
506 Hackberry Ln
Anna, TX 75409

RE: **Hackberry Dr Right of Way**

Dear Mr.& Mrs. Rivera,

The negotiations to secure Right of Way from you have progressed to the point that you have indicated a willingness to sign the *City of Anna's Special Warranty Deed for Right of Way* in return for payment as agreed to in this letter.

The rights being purchased have been explained by the right of way agent, Matthew Hutto. Compensation will be paid in the amount of $165,000.00 (**One Hundred and Sixty-Five Thousand Dollars and Zero Cents**) within 15 (fifteen) business days from the date of execution of this agreement by the City of Anna, as fair and just compensation for dedication of the Right of Way dedication.

The payment of the amount herein stated, and the terms listed on the lines provided, constitute the only promises, consideration and conditions of this purchase; and no other promises, considerations or conditions have been signified or implied.

1) Payment in the amount of **$165,000.00 (One Hundred and Sixty-Five Thousand Dollars and Zero Cents)** to Grantor by Grantee, as fair and just compensation for the Right of Way and Drainage Easement dedication
2) City commits to constructing an expanded driveway generally located within the proposed Right of Way of Parcel 3A as identified in the corresponding exhibits and approximately 340 Sf (20' x 17') more or less.
3) City commits to making every reasonable attempt to protect trees near Right of Way line.
4) Grantor will execute the attached conveyance instruments and an executed copy of a W-9, Request for Taxpayer Identification Number and Certification.

{Signing Page follows and may be signed in identical counterparts}

ACCEPTED:
Landowner

_____

By: Date

ACCEPTED:
City of Anna

_____

By: Date

EXHIBIT "A"

FIELD NOTE DESCRIPTION
PERMANENT RIGHT-OF-WAY
CITY OF ANNA, TEXAS

Being a 0.005 acre tract of land for right-of-way in the Henry Brantley Survey, Abstract, No. 071, City of Anna, Collin County, Texas, and being part of a called 0.0586 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, Deed Records of Collin County Texas (D.R.C.C.T.), said right-of-way being more particularly described as follows:

BEGINNING at a point for corner, said point being on the southeast property corner of said 0.0586 acre Rivera tract and also being on the southwest property corner of a called 2.892 acre tract of land, conveyed to Sarah Martin, Donna Martin, and Nelda Stanley, by deed recorded in Instrument Number 20190530000609730, said point bears N 83°00'27" W, a distance of 366.95 feet, from a 1/2-inch iron rod found on the northwest property corner of Lot 1, Block 1,ULAJ Addition, an addition to the City of Anna by plat recorded in Instrument Number 20080328010001220, PRCCT, said point also bears N 80°23'01" W, a distance of 305.59 feet from a 1/2-inch iron rod found on the northeast property corner of a 0.36 acre Lot 5 of the Slater Hollow Phase I Addition to the City of Anna, conveyed to Ely Bennett, by deed recorded in Instrument Number 20100713000715550, DRCCT;

THENCE, N 89°48'32" W, along the south property line of said 0.0586 acre Rivera tract, a distance of 10.01 feet to a point for corner, said point being on the southwest property corner of said 0.0586 acre Rivera tract, and also being on the southeast property of a called 0.4395 acre tract of land conveyed to James & Lori Rivera, by deed recorded in Instrument Number 20080801000936340, DRCCT;

THENCE, N 03°09'11" E, along the west property line of said 0.0586 acre Rivera tract, and along the east property line of said 0.4395 acre Rivera tract, a distance of 20.13 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the new north right-of-way line of Hackberry Lane (variable width R.O.W.)

THENCE, S 89°43'16" E, along the new north right-of-way line of said Hackberry Lane, a distance of 10.01 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the east property line of said 0.0586 acre Rivera tract, and also being on the west property line of said 2.892 acre Martin tract;

THENCE, S 03°11'09" W, along the east property line of said 0.0586 acre Rivera tract, a distance of 20.11 feet to the POINT OF BEGINNING, containing 0.005 acres (201 square feet) of land, more or less.

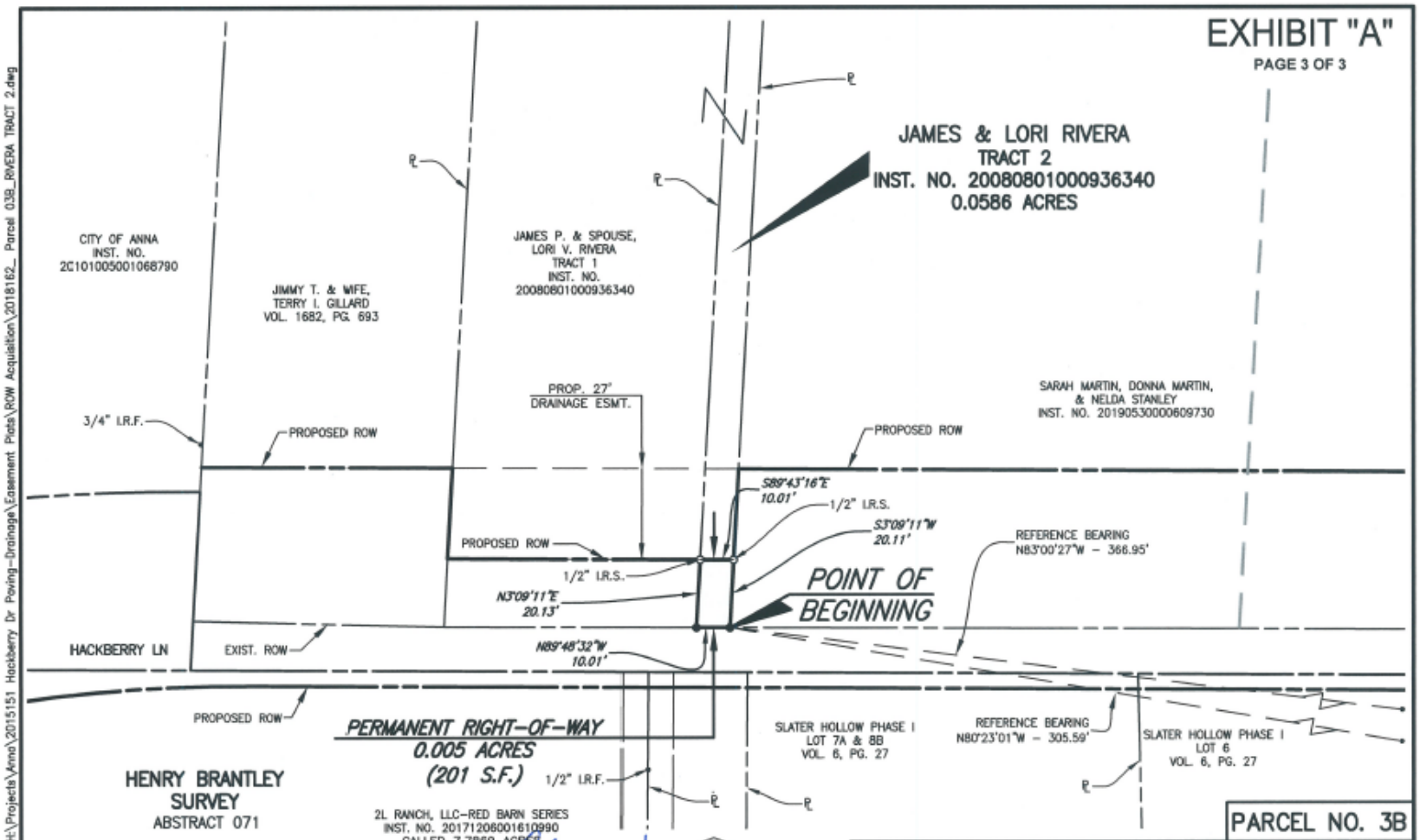
Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 03/02/2022
3. A Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

EXHIBIT "A"

PAGE 3 OF 3



NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 03/02/2022.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR

06/29/2022

PARCEL NO. 3B

CITY OF ANNA, TEXAS

JAMES & LORI RIVERA
PERMANENT RIGHT-OF-WAY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

JUNE
2022

REVISED: 6/28/22 - KBURKS H:\Projects\Anna\2015151 Hackberry Dr Paving-Drainage\Easement Plats\ROW Acquisition\20181162_ Parcel 03B_RIVERA TRACT 2.dwg

EXHIBIT "A"

FIELD NOTE DESCRIPTION
PERMANENT RIGHT-OF-WAY
CITY OF ANNA, TEXAS

Being a 0.035 acre tract of land, for right-of-way in the Henry Brantley Survey, Abstract, No. 071, City of Anna, Collin County, Texas, and being part of a called 0.4395 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, Deed Records of Collin County Texas (D.R.C.C.T.), said right-of-way being more particularly described as follows:

BEGINNING at a point for corner, said point being on the southeast property corner of said 0.4395 acre Rivera tract and also being on the southwest property corner of a called 0.0586 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, said point bears N 83°11'16" W, a distance of 376.90 feet, from a 1/2-inch iron rod found on the northwest property corner of Lot 1, Block 1,ULAJ Addition, an addition to the City of Anna by plat recorded in Instrument Number 20080328010001220, PRCCT, said point also bears N 80°40'53" W, a distance of 315.47 feet from a 1/2-inch iron rod found on the northeast property corner of a 0.36 acre Lot 5 of the Slater Hollow Phase I Addition to the City of Anna, conveyed to Ely Bennett, by deed recorded in Instrument Number 20100713000715550, DRCCT;

THENCE, N 89°48'32" W, along the south property line of said 0.4395 acre Rivera tract, a distance of 75.12 feet to a point for corner, said point being on the southwest property corner of said 0.4395 acre Rivera tract, and also being on the southeast property of a called 0.50 acre tract of land conveyed to Jimmy and Terry Gillard, by deed recorded in Volume 1682, Page 693, DRCCT;

THENCE, N 03°09'38" E, along the west property line of said 0.4395 acre Rivera tract, and along the east property line of said 0.50 acre Gillard tract, a distance of 20.24 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the new north right-of-way line of Hackberry Lane (variable width R.O.W.)

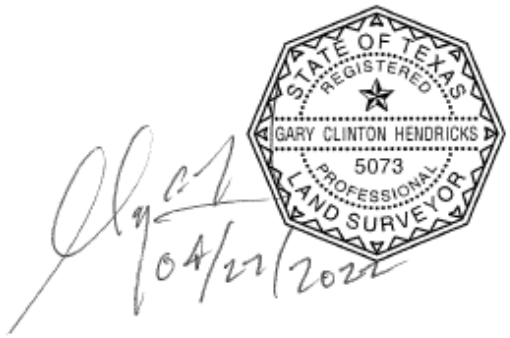
THENCE, S 89°43'16" E, along the new north right-of-way line of said Hackberry Lane, a distance of 75.11 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the east property line of said 0.4395 acre Rivera tract, and also being on the west property line of said 0.0586 acre Rivera tract;

THENCE, S 03°09'11" W, along the east property line of said 0.4395 acre Rivera tract, a distance of 20.13 feet to the POINT OF BEGINNING, containing 0.035acres (1,514 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 03/02/2022.
3. A Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



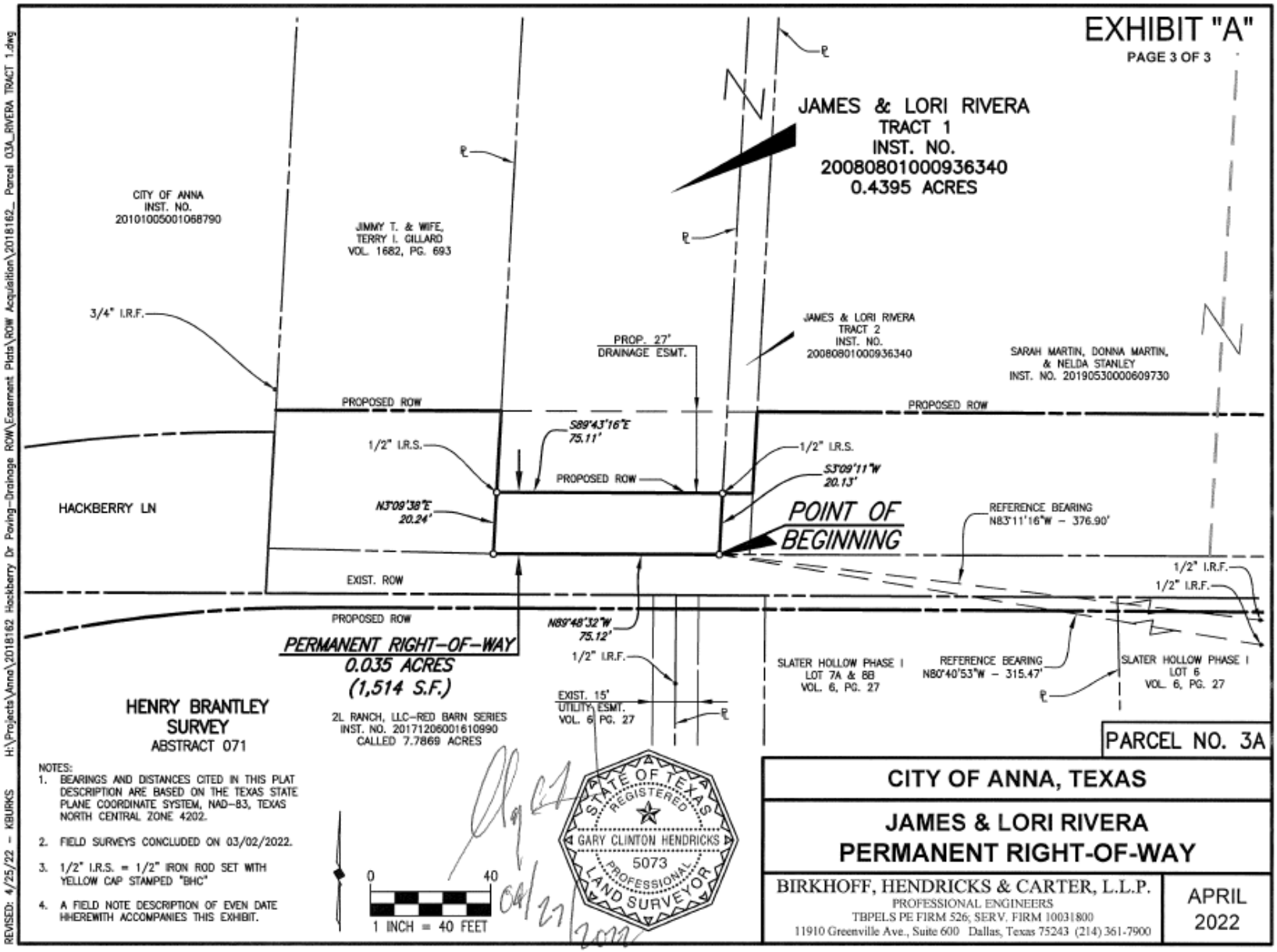


EXHIBIT "A"
PAGE 3 OF 3
JAMES & LORI RIVERA
TRACT 1
INST. NO.
20080801000936340
0.4395 ACRES
CITY OF ANNA
INST. NO.
20101005001068790
JIMMY T. & WIFE,
TERRY I. GILLARD
VOL. 1682, PG. 693
3/4" I.R.F.
JAMES & LORI RIVERA
TRACT 2
INST. NO.
20080801000936340
PROP. 27'
DRAINAGE ESMT.
SARAH MARTIN, DONNA MARTIN,
& NELDA STANLEY
INST. NO. 20190530000609730
PROPOSED ROW
PROPOSED ROW
1/2" I.R.S.
S89°43'16"E
75.11'
PROPOSED ROW
1/2" I.R.S.
S3°09'11"W
20.13'
HACKBERRY LN
N3°09'38"E
20.24'
POINT OF
BEGINNING
REFERENCE BEARING
N83°11'16"W - 376.90'
EXIST. ROW
1/2" I.R.F.
1/2" I.R.F.
PROPOSED ROW
N89°48'32"W
75.12'
PERMANENT RIGHT-OF-WAY
0.035 ACRES
(1,514 S.F.)
1/2" I.R.F.
SLATER HOLLOW PHASE I
LOT 7A & 8B
VOL. 6, PG. 27
REFERENCE BEARING
N80°40'53"W - 315.47'
SLATER HOLLOW PHASE I
LOT 6
VOL. 6, PG. 27
EXIST. 15'
UTILITY ESMT.
VOL. 6, PG. 27
HENRY BRANTLEY
SURVEY
ABSTRACT 071
2L RANCH, LLC-RED BARN SERIES
INST. NO. 20171206001610990
CALLED 7.7869 ACRES
PARCEL NO. 3A
NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 03/02/2022.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
0
40
1 INCH = 40 FEET
STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
04/27/2022
CITY OF ANNA, TEXAS
JAMES & LORI RIVERA
PERMANENT RIGHT-OF-WAY
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
APRIL
2022
REVISED: 4/25/22 - KBURKS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03A_RIVERA TRACT 1.dwg

EXHIBIT "A"

FIELD NOTE DESCRIPTION
PERMANENT 27 FOOT DRAINAGE EASEMENT
CITY OF ANNA, TEXAS

Being a 27 foot drainage easement in the Henry Brantley Survey, Abstract, No. 071, City of Anna, Collin County, Texas, and being over, under, & across called 0.4395 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, Deed Records of Collin County Texas (D.R.C.C.T.), said drainage easement being more particularly described as follows:

BEGINNING at a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the east property line of said 0.4395 acre Rivera tract and also being on the west property line of a called 0.0586 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, said point bears N 80°08'52" W, a distance of 378.72 feet, from a 1/2-inch iron rod found on the northwest property corner of Lot 1, Block 1,ULAJ Addition, an addition to the City of Anna by plat recorded in Instrument Number 20080328010001220, PRCCT, said point also bears N 77°04'37" W, a distance of 318.26 feet from a 1/2-inch iron rod found on the northeast property corner of a 0.36 acre Lot 5 of the Slater Hollow Phase I Addition to the City of Anna, conveyed to Ely Bennett, by deed recorded in Instrument Number 20100713000715550, DRCCT;

THENCE, N 89°43'16" W, across the said 0.4395 acre Rivera tract along the new north right-of-way line of Hackberry Lane (variable width R.O.W.), a distance of 75.08 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the west property line of said 0.4395 acre Rivera tract, and also being on the east property line of a called 0.50 acre tract of land conveyed to Jimmy and Terry Gillard, by deed recorded in Volume 1682, Page 693, DRCCT;

THENCE, N 03°09'39" E, along the west property line of said 0.4395 acre Rivera tract, and along the east property line of said 0.50 acre Gillard tract, a distance of 27.03 feet to a point for corner, said point being on the new north right-of-way line of said Hackberry Lane;

THENCE, S 89°43'16" E, along the north right-of-way line of said Hackberry Lane, a distance of 75.11 feet to a point for corner, said point being on the east property line of said 0.4395 acre Rivera tract, and also being on the west property line of said 0.0586 acre Rivera tract;

THENCE, S 03°09'11" W, along the east property line of said 0.4395 acre Rivera tract, a distance of 27.03 feet to the POINT OF BEGINNING, containing 0.047acres (2,028 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 03/02/2022.
3. A Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

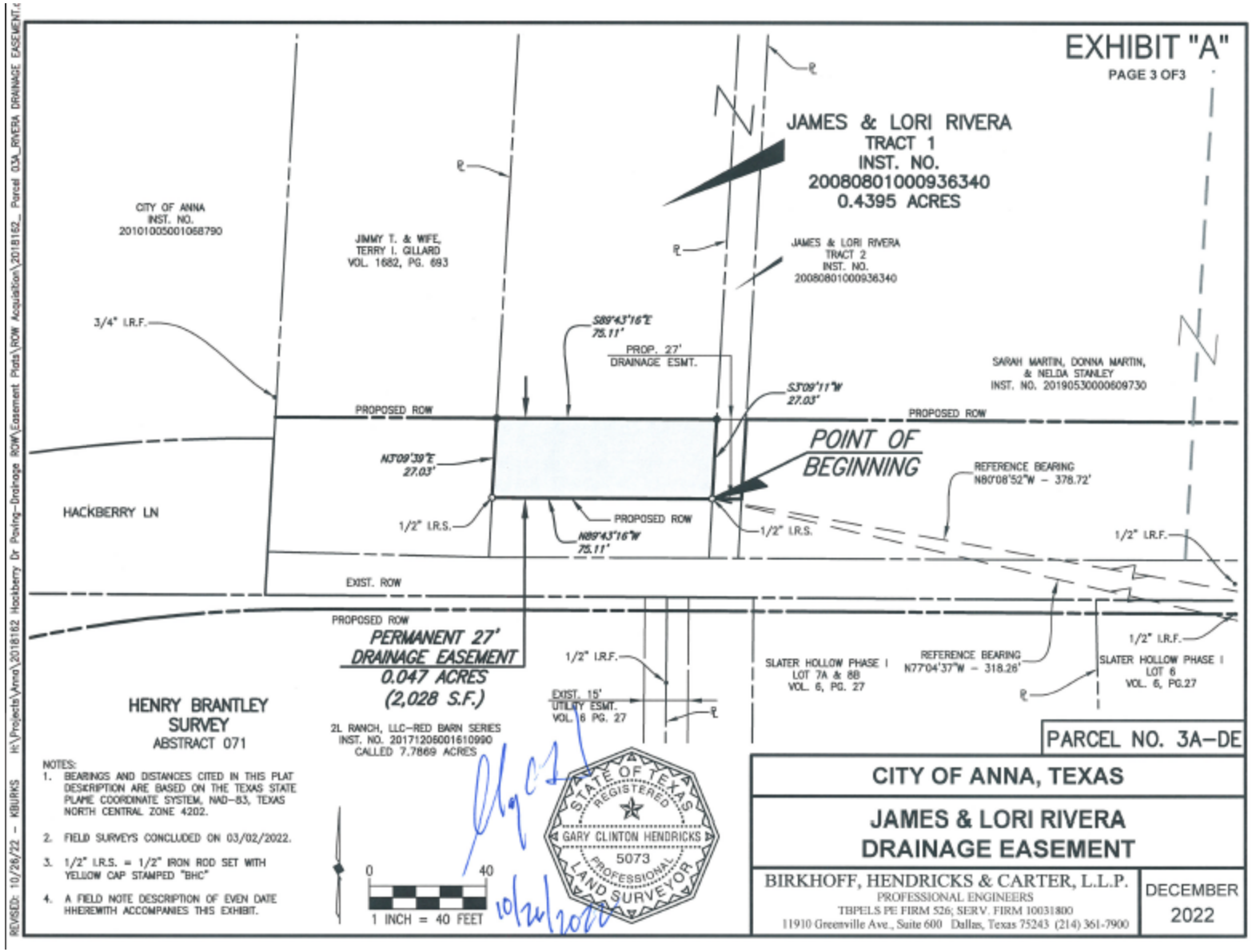


EXHIBIT "A"
PAGE 3 OF3
JAMES & LORI RIVERA
TRACT 1
INST. NO.
20080801000936340
0.4395 ACRES
JAMES & LORI RIVERA
TRACT 2
INST. NO.
20080801000936340
CITY OF ANNA
INST. NO.
20101005001068790
JIMMY T. & WIFE,
TERRY I. GILLARD
VOL. 1682, PG. 693
SARAH MARTIN, DONNA MARTIN,
& NELDA STANLEY
INST. NO. 20190530000609730
3/4" I.R.F.
S89°43'16"E
75.11'
PROP. 27'
DRAINAGE ESMT.
S3°09'11"W
27.03'
PROPOSED ROW
PROPOSED ROW
POINT OF
BEGINNING
N3°09'39"E
27.03'
REFERENCE BEARING
N80°08'52"W - 378.72'
HACKBERRY LN
1/2" I.R.S.
PROPOSED ROW
N89°43'16"W
75.11'
1/2" I.R.S.
1/2" I.R.F.
EXIST. ROW
PROPOSED ROW
PERMANENT 27'
DRAINAGE EASEMENT
0.047 ACRES
(2,028 S.F.)
1/2" I.R.F.
EXIST. 15'
UTILITY ESMT.
VOL. 6 PG. 27
SLATER HOLLOW PHASE I
LOT 7A & 8B
VOL. 6, PG. 27
REFERENCE BEARING
N77°04'37"W - 318.26'
1/2" I.R.F.
SLATER HOLLOW PHASE I
LOT 6
VOL. 6, PG.27
HENRY BRANTLEY
SURVEY
ABSTRACT 071
2L RANCH, LLC-RED BARN SERIES
INST. NO. 20171205001610990
CALLED 7.7869 ACRES
NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 03/02/2022.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.
0
40
1 INCH = 40 FEET
STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
10/26/2022
PARCEL NO. 3A-DE
CITY OF ANNA, TEXAS
JAMES & LORI RIVERA
DRAINAGE EASEMENT
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
DECEMBER
2022
REVISED: 10/26/22 - KBURKS H:\Projects\Anna\2016162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2016162_ Parcel 03A_RIVERA DRAINAGE EASEMENT.dgn

EXHIBIT "A"

FIELD NOTE DESCRIPTION
PERMANENT 27 FOOT DRAINAGE EASEMENT
CITY OF ANNA, TEXAS

Being a 27 foot drainage easement in the Henry Brantley Survey, Abstract, No. 071, City of Anna, Collin County, Texas, and being over, under, & across called 0.0586 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, Deed Records of Collin County Texas (D.R.C.C.T.), said drainage easement being more particularly described as follows:

BEGINNING at a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the east property line of said 0.0586 acre Rivera tract and also being on the west property line of a called 2.892 acre tract of land, conveyed to Sarah Martin, Donna Martin, and Nelda Stanley, by deed recorded in Instrument Number 20190530000609730, said point bears N 79°53'21" W, a distance of 368.85 feet, from a 1/2-inch iron rod found on the northwest property corner of Lot 1, Block 1,ULAJ Addition, an addition to the City of Anna by plat recorded in Instrument Number 20080328010001220, PRCCT, said point also bears N 76°40'11" W, a distance of 308.50 feet from a 1/2-inch iron rod found on the northeast property corner of a 0.36 acre Lot 5 of the Slater Hollow Phase I Addition to the City of Anna, conveyed to Ely Bennett, by deed recorded in Instrument Number 20100713000715550, DRCCT;

THENCE, N 89°43'16" W, across the said 0.0586 acre Rivera tract along the new north right-of-way line of Hackberry Lane (variable width R.O.W.), a distance of 10.01 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the west property line of said 0.0586 acre Rivera tract, and also being on the east property line of a called 0.4395 acre tract of land conveyed to James & Lori Rivera, by deed recorded in Instrument Number 20080801000936340, DRCCT;

THENCE, N 03°09'11" E, along the west property line of said 0.0586 acre Rivera tract, and along the east property line of said 0.4395 acre Rivera tract, a distance of 27.03 feet to a point for corner;

THENCE, S 89°43'16" E, across the said 0.0586 acre Rivera tract, a distance of 10.01 feet to a point for corner, said point being on the east property line of said 0.0586 acre Rivera tract, and also being on the west property line of said 2.892 acre Martin tract;

THENCE, S 03°09'11" W, along the east property line of said 0.0586 acre Rivera tract, a distance of 27.03 feet to the POINT OF BEGINNING, containing 0.006 acres (270 square feet) of land, more or less.

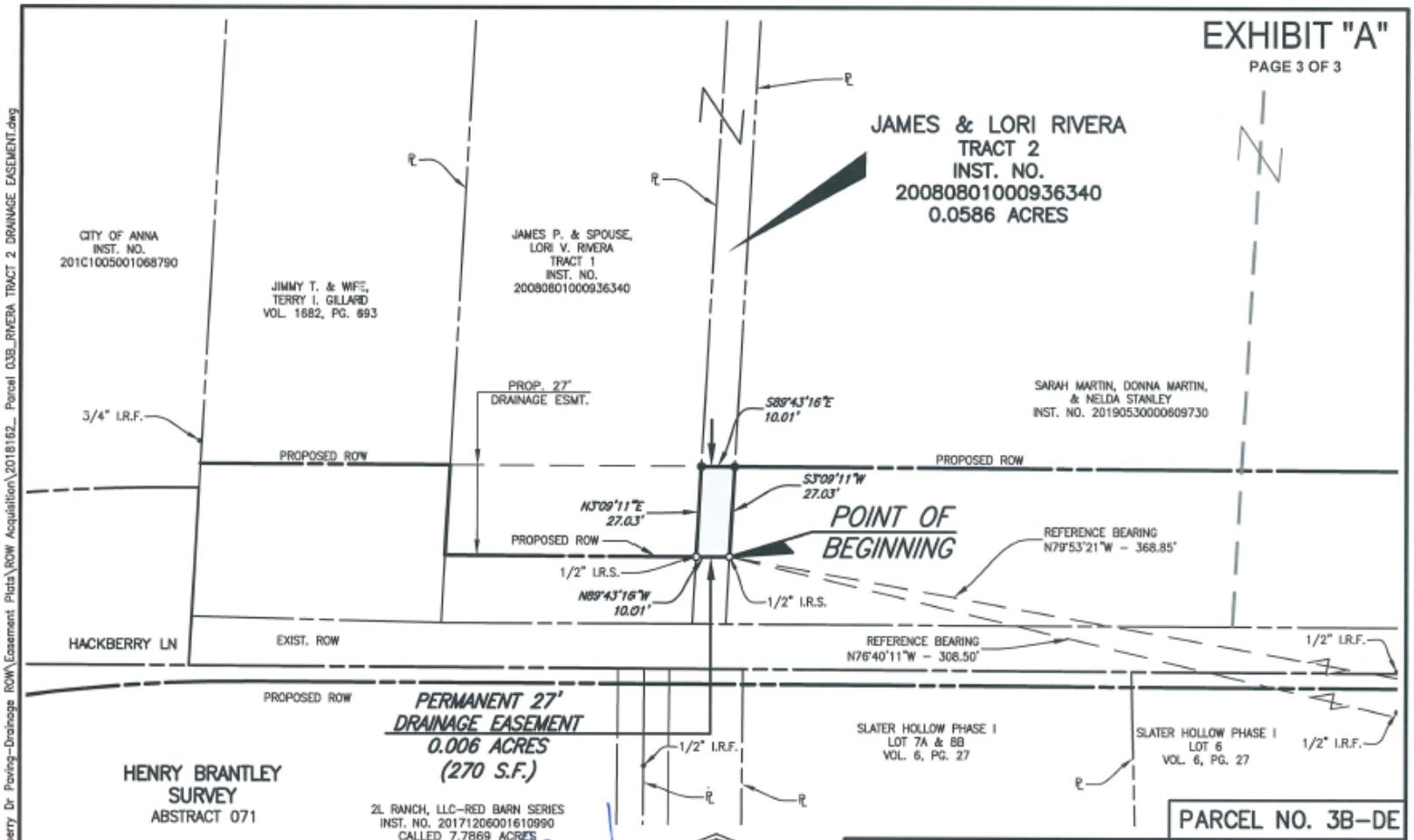
Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 03/02/2022
3. A Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

EXHIBIT "A"

PAGE 3 OF 3



NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 03/02/2022.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR

10/26/2022

PARCEL NO. 3B-DE

CITY OF ANNA, TEXAS

JAMES & LORI RIVERA
DRAINAGE EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

OCTOBER
2022

H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03B_RIVERA TRACT 2 DRAINAGE EASEMENT.dwg

REVISED: 10/26/22 - KBURKS

An Appraisal Report

of

A Proposed Partial Acquisition of
A 0.559 Acre Tract of Land
Located Along the North Line
of Hackberry Lane, West of Powell Parkway
Anna, Collin County, Texas 75409

TPA File #: 22.0317.3

As of

July 21, 2022

Prepared for

Specialty Land Services, LLC
Attention: Mr. Buddy Minett
1341 South Preston Road, Suite A
Little Elm, Texas 75068

Prepared by

Todd Property Advisors
Real Property Analysts, Inc.

2301 Ohio Drive, Suite 150
Plano, Texas 75093
(214) 297-9000
www.ToddPropertyAdvisors.com

Todd Property Advisors
Real Property Analysts, Inc.

August 5, 2022

Mr. Buddy Minett
Specialty Land Services, LLC
1341 South Preston Road, Suite A
Little Elm, Texas 75068

RE: An appraisal regarding the potential acquisition of two right-of-way acquisitions and two drainage easements on a 0.559 acre tract of land located along the north line of Hackberry Lane, west of Powell Parkway in, Anna, Collin County, Texas 75409.

Dear Mr. Minett:

We have personally inspected the above-referenced property and have prepared an opinion of value in accordance with your request. The purpose of this appraisal is to provide an opinion of market value of the fee simple estate of the subject property in "as is" condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal. The potential acquisition involves two right-of-way acquisitions and two drainage easements by the City of Anna. All data considered pertinent to the preparation of this appraisal has been investigated and analyzed and the results of the analysis together with our conclusions may be found within the following report. Mitchell B. Todd, MAI and Michael A. Keane, MAI have performed numerous appraisals on similar properties and are sufficiently competent to complete this assignment.

This appraisal involves an appraisal report in compliance with the Scope of Work Rule of the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) (Effective January 1, 2020 through December 31, 2022) as provided by the Appraisal Foundation. It involves the application of the Sales Comparison Approach to value, as well as a Certification. Additionally, please note the Assumptions and Limiting Conditions located at the end of this report. For purposes of this report, we have only been asked to provide an opinion of market value.

All methodology utilized to arrive upon the opinion of market value can be found in The Appraisal of Real Estate, Fifteenth Edition, as published by The Appraisal Institute. This appraisal report sets forth the identification of the subject property, information regarding the subject property and its surrounding area, comparable sales data, the results of the investigations and analyses, and the reasoning leading to our conclusions. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

In our professional opinion, and after careful consideration of the various factors influencing this appraisal, the following illustrates the "as is" market value for the subject property and the recommended compensation, as of the effective date of appraisal, July 21, 2022:

Opinions of Recommended Compensation

Value of the Whole Property:	**$189,485**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Remainder Before Acquisition:	**$186,255**
Remainder After Acquisition:	**$186,255**
Enhancements:	**$0**
Damages:	**$140,000**
Cost to Cure:	**$14,341**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Total Recommended Compensation:	**$157,571**

Extraordinary Assumption: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

Further, these opinions of value are contingent upon the subject property being free of any hazardous wastes deposited thereupon by the present or previous owners/tenants of the site which would adversely affect the value of the property. The existence of any such materials was not observed upon the physical inspection of the property. However, we are not qualified to detect these substances and it is recommended that an expert in this field be obtained if the client has suspicion of these materials and substances existing on the property. It is also assumed there is full compliance with all requirements of Title III, of the Americans with Disabilities Act (ADA) which became effective January 26, 1992. No responsibility is assumed by the appraisers for any such conditions, or for any expertise of architectural/design knowledge and cost required identifying such non-compliance.

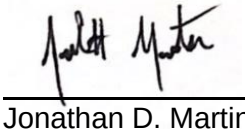
There was no information required or deemed pertinent to the completion of this appraisal, which was not available to the undersigned unless otherwise stated in this report. Additionally, the value conclusions found within this report are exclusive of any personal property, fixtures, or intangible items that are not real property. Thus, the reported values within this report pertain to the real property only. In order for the opinion of value set forth herein to be considered valid this letter of transmittal must not be considered separately or independently of the attached appraisal report, and this appraisal report must be used in its entirety and must not be separated into parts.

Should any questions regarding this appraisal arise, please contact us.

Respectfully submitted,

Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com

Michael A. Keane, MAI
Senior Vice President
State Certification #TX-1380384-G
michael@toddpa.com



Jonathan D. Martin
Appraisal Associate
State Certification #TX-1381200-G
jonathan@toddpa.com

TABLE OF CONTENTS

Section I - Introduction

Executive Summary 2
Identification of the Property 5
Objective of the Appraisal 6
Identification of the Appraisal Problem 6
Date of Value Opinion 6
Date of Report 6
Appraisal Report Option 6
Intended Use/Intended User 6
Statement of Prior Services Rendered 6
Property Rights Appraised 7
Definition of Market Value 7
Statement of Ownership 7
Scope of Work 7
Covid-19 Statement 9
History of the Subject Property 9
Estimate of Exposure Time 9
Estimate of Marketing Time 10

Section II – External Influences

Regional Analysis 12
City/Neighborhood Analysis 22

Section III - Factual Descriptions and Analyses

Site Description and Analysis 28
Zoning and Land Use Restrictions 37
Tax Analysis 39
Subject Property Photographs 40
Highest and Best Use Analysis 43
The Appraisal Process 46

Section IV – Land Valuation

Land Valuation 48
Comparable Land Sales Presentation 49
Land Sales Analysis 54
Conclusion of Land Value 59

Section V - Valuation Conclusion

Final Opinion of Value 63
Home Sales Analysis 72
Conclusion of Land Value 77

Section VI – Certification & Assumptions & Limiting Conditions

Assumptions and Limiting Conditions 84

Section VI - Addendum

Qualifications & Certifications of the Appraisers
Prescriptive ROW Surveys

SECTION I - INTRODUCTION

EXECUTIVE SUMMARY

SALIENT FACTS & CONCLUSIONS

Property Appraised:	A 0.559 acre (24,333 square feet) tract of land improved with a single family residence and other site improvements. The source of the land size is the Collin Central Appraisal District (Collin CAD). According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.035 acre (1,514 square foot) right-of-way acquisition, a 0.005 acre (201 square foot) right-of-way acquisition, a 0.047 acre (2,028 square foot) drainage easement, and a 0.006 acre (270 square foot) drainage easement.
Property Type:	Land improved with single-family residence
Location:	506 Hackberry Lane, Anna, Collin County, Texas
Date of Inspection:	July 21, 2022
Date of Valuation:	July 21, 2022
Date of Report:	August 5, 2022
Property Rights Appraised:	Fee Simple Estate

Ownership: James & Lori Rivera

Land Size: Total Land: 0.559 acres (24,333 square feet)
Right-of-way Acquisition #1: 0.035 acres (1,514 square feet)
Right-of-way acquisition #2: 0.005 acres (201 square feet)
Drainage easement #1: 0.047 acres (2,028 square feet)
Drainage easement #2: 0.006 acres (270 square feet)

Status of Property: As of the date of the appraisal, the subject property consists of a 0.559 acre (24,333 square feet) tract of land improved with a single family residence and other site improvements. The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas, and has a municipal address of 506 Hackberry Lane, Anna, Texas. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.035 acre (1,514 square foot) right-of-way acquisition, a 0.005 acre (201 square foot) right-of-way acquisition, a 0.047 acre (2,028 square foot) drainage easement, and a 0.006 acre (270 square foot) drainage easement. The subject property currently has access to all public utilities from the City of Anna.

Zoning: SF-1, Single Family Residential

HIGHEST AND BEST USE:

As If Vacant: Residential Development

SCOPE OF WORK

Appraisal Problem Identification: To provide an opinion of market value of the fee simple estate of the subject property in “as is” condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022).

Objective of the Appraisal: To provide an opinion of market value of the fee simple estate of the subject property in “as is” condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022). It is our understanding that this opinion of

value will be utilized by the client to assist in determining compensation regarding the potential acquisitions by the City of Anna.

Intended User: Specialty Land Services, LLC, and The City of Anna

Client: Specialty Land Services, LLC

Valuation Approaches Used: Sales Comparison Approach

CONCLUSION OF VALUES

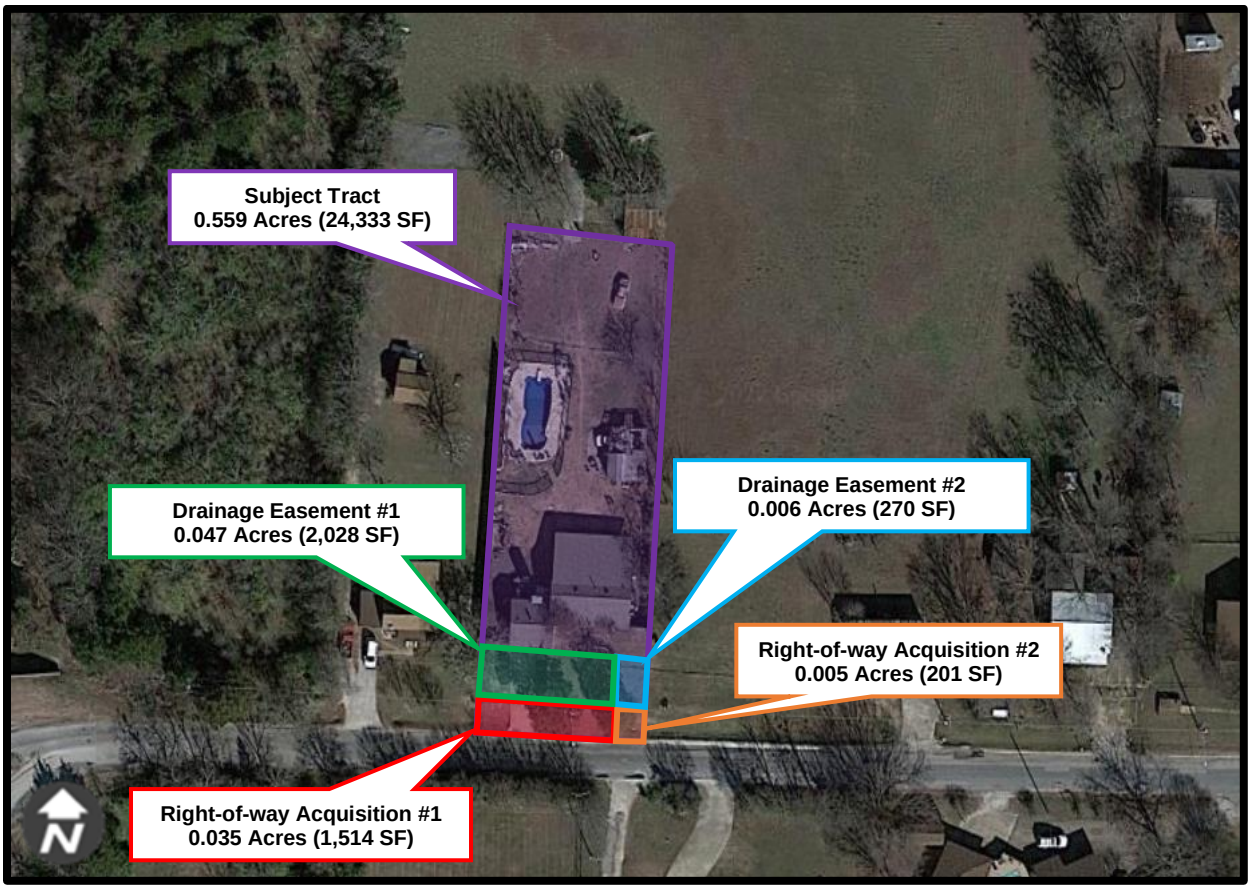
Opinions of Recommended Compensation

Value of the Whole Property:	**$189,485**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Remainder Before Acquisition:	**$186,255**
Remainder After Acquisition:	**$186,255**
Enhancements:	**$0**
Damages:	**$140,000**
Cost to Cure:	**$14,341**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Total Recommended Compensation:	**$157,571**

IDENTIFICATION OF THE PROPERTY

As of the date of the appraisal, the subject property consists of a 0.559 acre (24,333 square feet) tract of land improved with a single family residence and other site improvements. The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas, and has a municipal address of 506 Hackberry Lane, Anna, Texas. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.035 acre (1,514 square foot) right-of-way acquisition, a 0.005 acre (201 square foot) right-of-way acquisition, a 0.047 acre (2,028 square foot) drainage easement, and a 0.006 acre (270 square foot) drainage easement. The part to be acquired includes the single-family residence located on the subject property. According to the Collin CAD, the improvements were constructed in 1950 with an addition in 1988 and comprise 1,447 square feet. The subject property currently has access to all public utilities. A summary of the legal description of the subject tract is located below followed by an aerial photograph of the subject property.

Being a tract of land situated in the Town of Anna, Collin County, Texas, and being out of the Henry Brantley Survey, Abstract No. 71.



*Aerial photograph provided by the Collin CAD website (www.collincad.org). The purple lines depict the boundaries of the subject tract. The red and orange lines depict the boundaries of the right-of-way acquisitions. The green and blue lines depict the boundaries of the drainage easements. Boundaries are approximations based on the surveys provided and may not be exact.

OBJECTIVE OF THE APPRAISAL

To provide an opinion of market value of the fee simple estate of the subject property in "as is" condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022). It is our understanding that this opinion of value will be utilized by the client to assist in determining compensation regarding the potential acquisitions by the City of Anna.

IDENTIFICATION OF THE APPRAISAL PROBLEM

The appraisal problem of this report is to provide an opinion of the market value of the fee simple estate of the subject tract and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the date of appraisal (July 21, 2022).

DATE OF VALUE OPINION

An inspection of the property was conducted on July 21, 2022. The effective date of valuation is July 21, 2022.

DATE OF REPORT

The transmittal date of this appraisal is August 5, 2022.

APPRAISAL REPORT OPTION

This is an Appraisal Report that complies with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it presents sufficient information to enable the client and other intended users as identified to understand it properly. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

INTENDED USE/INTENDED USER

This appraisal report has been prepared for and is intended to be used by Specialty Land Services, LLC. The intended use of this appraisal report has been identified by the appraisers based on communications with the client, at the time of the assignment to assist in determining compensation regarding the potential acquisitions by the City of Anna. Therefore, the intended user of this report is Specialty Land Services, LLC and the City of Anna. Use of this report by others is not intended by the appraisers. No one other than the intended users should rely on the opinion of value or any other conclusions contained in this report.

STATEMENT OF PRIOR SERVICES RENDERED

Todd Property Advisors, Mitchell B. Todd, MAI, Michael A. Keane, MAI, and Jonathan D. Martin have rendered no services as an appraiser or in any other capacity regarding this property within the three-year period immediately preceding acceptance of this assignment.

PROPERTY RIGHTS APPRAISED

The fee simple estate is defined as *"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat"* [1] This differs from the leased fee estate. *"In appraisal practice, the lessor's, or landlord's, position is referred to as the leased fee. The rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained in the lease".* [2] Easement ownership is defined as *"the right to use another's land for a stated purpose".* [3]

The fee simple estate has been appraised due to the subject not being currently encumbered by any long-term lease agreements. This ownership interest is subject to any zoning ordinances, easements, restrictions of record and other applicable codes and ordinances of record.

DEFINITION OF MARKET VALUE

The appropriate definition of market value for this assignment is as follows: "Market Value" is the price the property would bring when offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying, taking into consideration all those uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex, 1954)

STATEMENT OF OWNERSHIP

According to information provided by the Collin CAD and the vesting deed records, title of the subject is vested in James & Lori Rivera.

SCOPE OF WORK

The scope of work is defined as the type and extent of research and analysis in an assignment. The scope of this appraisal assignment is to provide a credible opinion of the market value of the subject property in "as is" condition as of the effective date of appraisal (July 21, 2022). In compliance with the 2021-2022 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) (Effective January 1, 2020 through December 31, 2022), and upon the request of the client, an appraisal report has been prepared utilizing the Scope of Work Rule.

The Scope of Work Rule within USPAP emphasizes the requirements for problem identification, determining the appropriate scope of work, and disclosure of the scope of work that was

1 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 90.

2 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 62.

3 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 71.

performed in appraisal, appraisal review, and appraisal consulting assignments. The following is a discussion of the scope of work undertaken within the context of this report.

The scope of work for this appraisal was determined by the complexity of the assignment and the reporting requirements of this appraisal report type, including: the definition of market value, real property interests valued, assumptions and limiting conditions, and certifications.

The appraisers considered this scope of work to be adequate to complete a credible appraisal of the subject property. The appraisers believe that this scope of work would meet the expectations and needs of parties who are regular intended users for similar assignments and that this scope of work is substantially similar to what an appraiser's peers actions would be in performing the same or similar assignment. Based upon our education and experience appraising similar properties for right-of-way acquisition purposes and our knowledge of the local market, we are competent to complete this appraisal assignment.

The subject appraisal research began with a review of the three year history of the subject property prior to the date of appraisal by conducting research of the Collin County public records. This research was facilitated by several on-line resources including CoStar.com, the Collin CAD, and Loopnet.com, as well as several other resources including owners, buyers, lenders and other parties knowledgeable of the subject property. The Regional, City, and Neighborhood Analyses are presented in a summarized format and include information gathered through inspection of the areas, review of published secondary data, such as that provided by the North Central Texas Council of Governments, and a variety of resources available from the Cities of Fort Worth, Dallas, and other surrounding communities comprising the Metroplex.

The site analysis included an inspection by the appraisers and a review of FEMA flood insurance rate maps, and aerial photographs via satellite. The property inspection included a visual survey of the subject on July 21, 2022. The applicable zoning ordinance of the subject property was verified with the zoning records of the City of Anna. The tax rates, assessed values, and information regarding the subject's tax debt were verified by the Collin CAD and the individual taxing jurisdictions via the appraisal district's website (www.collincad.org).

Primary data regarding the subject submarket and the immediate surrounding area was verified by the appraisers through an inspection of the area, and interviews conducted with owners, real estate brokers, and management company representatives. To complete this appraisal assignment, the Sales Comparison Approach was considered and utilized. The exclusion of the Income and Cost Approaches to value is considered reasonable due to the fact that no leasing information was available to the appraisers, the fee simple estate has been analyzed, and that the subject was constructed in 1950 and have an actual age of 72 years according to the Collin CAD. All data gathered within this approach regarding properties similar to the subject have been previously verified with either the Grantor, the Grantee, or their representatives through their respective sources. A more detailed explanation of the methods and techniques employed in these approaches is located in the Valuation Process section of this report.

COVID-19 STATEMENT

This report does not portend to fully quantify the impact of the COVID-19 pandemic and its potential impact on local and/or national economic conditions. Todd Property Advisors continues to strive to understand the potential impacts of COVID-19 on real property values. In performing due diligence in these extraordinary times, we have referred to the Appraisal Institute's Guide Note 10, *Appraising in the Aftermath of a Disaster*, and Guide Note 12, *Analyzing Market Trends.* Many of the suggestions within these two guide notes have been considered and applied when relevant within this appraisal.

Given that an appraisal report's credibility relies on current market conditions, the coronavirus pandemic's impact on market conditions must be considered. However, in most markets it is not yet clear to what extent, if any, market conditions are affected. Related and complicating factors include continued high demand for some product types in geographic submarkets as well as investor demand for stabilized investment properties and historically low mortgage interest rates and abundant equity capital pursuing yields and stability.

Our client is encouraged to conduct their own due diligence and analysis regarding current market conditions which could be impacted by the COVID-19 pandemic and how these potential impacts may relate to the subject property and their interest in it.

HISTORY OF THE SUBJECT PROPERTY

The subject property sales history was researched through a search available from the Collin CAD property records, CoStar.com, and Loopnet.com among various other sources. According to the Collin CAD and the vesting deed records, title of the subject is vested in James & Lori Rivera. No arm's length conveyances have been uncovered regarding the subject during the last three years.

ESTIMATE OF EXPOSURE TIME

A reasonable exposure period is the amount of time necessary to expose a property to the open market in order to achieve a sale. According to USPAP 2021-2022 (Effective January 1, 2020 through December 31, 2022), exposure time is defined as, "an estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." It is our opinion that a period of six to nine months, with a contract period of 90 days is reasonable. This results in a total exposure time until closing at a title company of nine to twelve months. We performed due diligence in estimating the exposure period for the subject property by surveying the marketing period for comparable properties which had recently sold or were placed under contract. Additionally, the brokers contacted in verifying the comparable improved sales within this report generally indicated that exposure times during the last twelve months have typically ranged from six to twelve months.

It was observed that properties are often marketed for several months or years with very little interest shown in the property. However, they eventually sell after significant price reductions. A common tendency among the majority of these sales is that once these properties experience price reductions, which are believed to bring them into alignment with the rest of the market, their exposure time was typically less than one year. The price reductions and recognition of market derived values is reflected in the comparables' sales prices. This is to the extent that the sales price as represented by the value conclusion for the subject is attractive to an investor today. Thus, this attractive price should result in a normal exposure of less than one year. Therefore, it is our opinion that had the subject property been marketed at or very near the "as is" value conclusion contained herein, it would have been sufficiently attractive to entice an investor to purchase the property within a nine to twelve month exposure period.

ESTIMATE OF MARKETING TIME

Marketing time is defined as "*an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."* [4] Thus, marketing time is an estimate of the amount of time necessary to sell a property after the date of appraisal, which differs from exposure time which is a retrospective estimate of the amount of time necessary to achieve a sale prior to the effective date of appraisal.

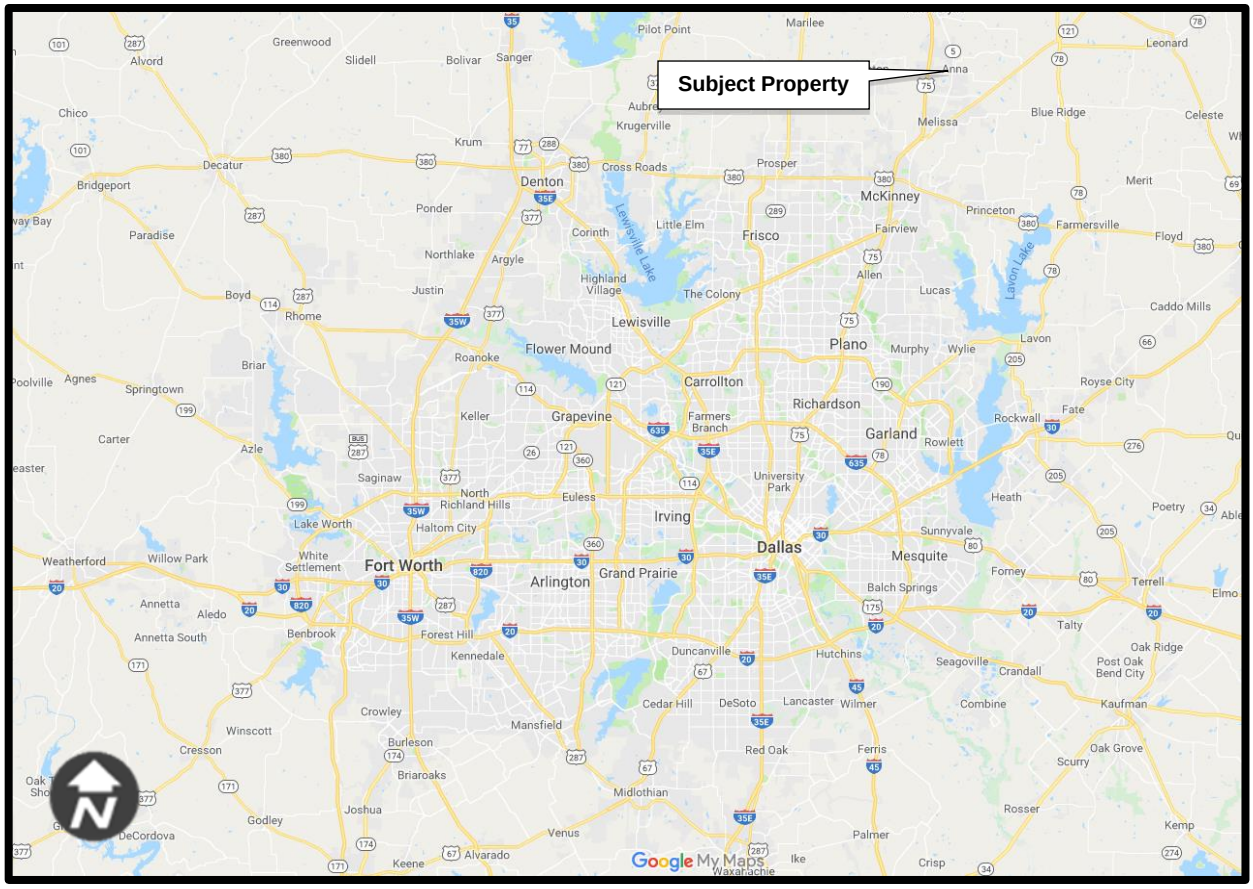
It is our opinion that a marketing period of six to nine months, with a contract period of 90 days is reasonable. This results in a total marketing time until closing at a title company of nine to twelve months. We performed due diligence in estimating the marketing period for the subject property by surveying the marketing period for comparable properties which had recently sold or were placed under contract. A common tendency among the majority of the sales is that once these properties experience price reductions which are believed to bring them into alignment with the rest of the market, their marketing period is typically less than one year. For example, properties are often marketed for several years with very little interest shown in the property. However, they eventually sell after significant price reductions. The price reductions and recognition of market derived values is reflected in the comparables' sales prices. This is to the extent that the sales price as represented by the value conclusion for the subject is attractive to an investor today. Thus, this attractive price should result in a normal marketing period of less than one year. Therefore, it is our opinion that if the subject property is marketed at or very near the value conclusion contained herein, it will be sufficiently attractive to entice an investor or user to purchase the property within a twelve month marketing period.

4 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 140.

SECTION II – EXTERNAL INFLUENCES

REGIONAL ANALYSIS

Real Estate is an immobile asset, which is dependent upon the exterior environment for economic viability. The economic climate in which a property is located is both general (the region or area in which a property is located) and specific (the neighborhood). Four forces continually exert influence on real estate values within any environment: social, economic, environmental and governmental. The purpose of this section is to consider all pertinent forces that will have an effect on the use and value of the subject property.



The Dallas-Fort Worth-Arlington Consolidated Metropolitan Statistical Area (CMSA) encompasses approximately 9,289 square miles in north central Texas. The Dallas-Fort Worth-Arlington CMSA is comprised of 12 counties: Collin, Dallas, Denton, Tarrant, Johnson, Kaufman, Parker, Rockwall, Hunt, Wise, Delta and Ellis. This CMSA, which is also referred to as the D/FW area or Metroplex, is located 203 miles northeast of Austin, 240 miles northwest of Houston and 206 miles south of Oklahoma City. On a national level, the Metroplex is located in the southern central sector of the country. The Dallas/Fort Worth area is located approximately equidistant from both coasts and from the four major concentrations of population in North America: New York, Chicago, Los Angeles and Mexico City. The following is a discussion of the aforementioned forces that exert influence on property value.

Environmental

The Dallas-Fort Worth climate is humid subtropical with hot summers. It is also considered to be continental, characterized by a wide annual temperature range. The amount of precipitation usually varies and ranges from less than 20" to more than 50". D/FW winters are somewhat mild, but occasionally there are sudden drops in temperature. Periods of extreme cold that occasionally occur are short-lived, so that even in January mild weather occurs frequently. During the summer, the high temperatures are associated with fair skies, westerly winds, and low humidity's. Average high and low temperatures range from 37 F in January to 98 F in August. Rainfall occurs throughout the year, but usually occurs more frequently during the night and also during the spring. Usually, periods of rainy weather last for only a day or two, and are followed by several days with fair skies. Moderate hail may occur on about two or three days a year, only causing slight and scattered damage. However, windstorms occurring during thunderstorm activity may be destructive. Snowfall is rare. The average length of the warm seasons (freeze-free period) is about 249 days, or about 8 months. Thus, the local climate is very conducive of real estate development.

The area's topography is basically level in the northern sector to gently rolling in the southern portion. The rolling terrain of the southern sector is due to a geologic formation known as the escarpment. This escarpment consists of a chalky soil that rests on top of shales causing unstable building foundations. The shale soil presents shrink-swell problems for the foundations of buildings that are constructed on it, and the chalk is an unstable soil that crumbles easily, resulting in minor landslides.

Transportation

As stated above, on a national basis, the Dallas/Fort Worth Metroplex is centrally located, which has resulted in the development of a major transportation network that connects the Metroplex with the rest of the country. This network consists of major thoroughfares, railroad lines and air carriers. In regards to roadways, the Dallas/Fort Worth region is located at the convergence of four Interstate Highways: north-south access is provided by Interstate Highways 35 and 45 (IH-35 and IH-45); east-west access is provided by IH-20 and IH-30. Two major outer loops provide internal accessibility to the region. LBJ Freeway (IH-635) surrounds Dallas, and IH-820 encompasses Fort Worth. Both of these arteries connect with the interstate highways as well as local streets, thus affording the cities regional as well as internal access. In recent years, greater access and mobility have been expanded to the Metroplex's surrounding communities. The President George Bush Toll Road (SH-190) is a loop encircling IH-635 that connects IH-30 in Garland/Rockwall to IH-20 in Grand Prairie traversing the communities of Rowlett, Mesquite, Garland, Richardson, Plano, Carrollton, Coppell, Irving, Arlington and Grand Prairie. Additionally, the North Texas Tollway Authority (NTTA) recently opened the Chisholm Trail Parkway connecting the Downtown Fort Worth Business District with communities to the south including Benbrook, Crowley, Joshua and connecting with SH-67 in Cleburne.

Two additional toll roads which serve the Metroplex are the Dallas North Tollway and the Sam Rayburn Tollway (SRT). SH-121(located north of SH-190) has expanded to incorporate and become the SRT. While SH-121 continues to run east-west from Fort Worth to McKinney connecting DFW Airport to other areas of the Metropolitan area, the SRT has provided a larger artery for traffic to flow between the communities of Grapevine, Coppell, Carrollton, Plano, Frisco, Allen and McKinney. The Dallas North Tollway connects downtown Dallas to the rapidly growing areas of Frisco and Prosper. The Sam Rayburn Tollway connects central Collin County to the vicinity of the DFW International Airport.

Reference may be made to Mobility 2040 which was adopted by the Regional Transportation Council in March of 2016. This long range strategic plan aims to define the vision for the Region's transportation system and identify solutions and options. The goals of the plan are to improve mobility, quality of life, and air quality concerns for the cities of Dallas and Fort Worth as well as the surrounding areas. In addition, properties located along or near new or improved thoroughfares should benefit from this plan through better access and exposure. It is worthy to note that the region is also serviced by multiple public transportation services including bus, rail and light rail. These services include Dallas Area Rapid Transit (DART), DART Light Rail, the Fort Worth Transportation Authority (FWTA or The T), the Trinity Railway Express (TRE), and the Denton County Transportation Authority (DCTA).

In addition to the various modes of ground transportation, the Metroplex is serviced by a major international airport as well as several other local and regional airports. D/FW International Airport, located midway between Dallas and Fort Worth, has the 2nd largest land area of any other airport in the nation with 17,207 acres and the fourth largest in the world. In 2016, D/FW was responsible for 65,670,697 passengers reaching their destinations, making it the world's 11th busiest airport in number of passengers, with service provided by 9 international and 11 domestic airlines. As of December 2018 DFW Airport provides transportation to more than 244 destinations including 62 international and 182 domestic destinations with the number of daily flights just under 3,000 including passenger and freight. Additionally, DFW is one of 3 domestic airports and 11 globally providing service to more than 200 destinations around the world.

The City of Dallas owns and operates Dallas Love Field. The airfield is located six miles northwest of the downtown central business district and is managed by the City's Department of Aviation. Southwest Airlines is the predominant user of Love Field; however, Alaska Airlines and Delta Airlines also utilize Love Field. In 1963, several airlines had all agreed to seek full repeal of the Wright Amendment; which restricted direct flights to other states from Love Field. In 2008, the airport handled approximately 8,060,000 passengers. On October 13, 2014, the Wright Amendment had been repealed and new non-stop service to several cities began. This has led to significant increases in passenger traffic. Southwest Airlines added numerous other cities in the beginning of 2015. In 2016, the airport handled approximately 15,563,000 passengers. To accommodate the increase in traffic construction on a new parking garage was constructed and opened in 2018.

Commercial air freight service is provided to the region by the Alliance International Centre which is the first development of its type in the world. This Fort Worth based facility comprises a 3,000-acre cargo airport/industrial park. Meacham Field (Fort Worth), Addison Airport (North Dallas) and several other municipal airports, provide for the area's general aviation needs.

Social

According to The Appraisal of Real Estate, Fifteenth Edition, social forces studied by appraisers primarily relate to population characteristics. Because the demographic composition of the population reveals the potential demand for real estate, proper analysis and interpretation of demographic trends are required. Real property values are affected not only by population changes and characteristics, but also by the entire spectrum of human activity. The total population, its composition by age and gender, and the rate of household formation and dissolution strongly influence real property values. Social forces are also manifest in attitudes toward education, law and order, and lifestyle options. This section of the report will identify all social forces that may have an effect on the value of the subject property.

According to the North Central Texas Council of Governments (NCTCOG) 2021 population estimates, North Central Texas estimated that the region had added approximately 1,335,000 new residents between 2010 and 2021 for a total population of 7,874,950. A chart detailing the individual county growth rates is located below included the most recent year over year data.

County Name	2010 Est. Pop. Apr. 1	2011 Est. Pop. Jan. 1	2012 Est. Pop. Jan. 1	2013 Est. Pop. Jan. 1	2014 Est. Pop. Jan. 1	2015 Est. Pop. Jan. 1	2016 Est. Pop. Jan. 1	2017 Est. Pop. Jan. 1	2018 Est. Pop. Jan. 1	2019 Est. Pop. Jan. 1	2020 Est. Pop. Jan. 1	2021 Est. Pop. Jan. 1	Jan. 2020 to Jan. 2021 Abs. Change	Jan. 2020 to Jan. 2021 % Change
Collin	782,341	792,150	795,390	827,780	851,920	873,840	901,170	932,530	969,780	1,010,330	1,039,540	1,082,760	43,220	4.16%
Dallas	2,368,139	2,380,510	2,383,790	2,415,060	2,435,800	2,455,050	2,478,970	2,502,270	2,529,150	2,554,770	2,593,570	2,619,040	25,470	0.98%
Denton	662,614	669,930	677,880	714,000	736,900	761,040	784,840	814,560	844,260	874,240	902,190	933,220	31,030	3.44%
Ellis	149,610	151,030	152,570	158,070	161,200	165,010	168,690	173,410	183,360	189,820	198,640	206,810	8,170	4.11%
Erath	37,890	38,340	38,340	40,700	41,010	41,460	43,540	43,850	44,200	44,700	45,670	46,180	510	1.12%
Hood	51,182	51,420	53,670	58,880	61,680	64,400	64,620	64,840	65,060	65,960	66,890	66,920	30	0.04%
Hunt	86,129	86,860	87,840	90,070	91,240	92,530	93,110	94,350	95,960	97,410	99,300	101,510	2,210	2.23%
Johnson	150,934	151,440	151,790	155,240	156,710	158,880	161,670	164,970	169,160	173,700	178,260	185,180	6,920	3.88%
Kaufman	103,350	103,440	104,050	106,400	108,120	109,300	113,530	116,140	119,670	124,850	128,520	132,250	3,730	2.90%
Navarro	47,735	47,940	47,940	48,470	48,590	48,900	49,030	49,170	49,740	50,250	50,870	51,670	800	1.57%
Palo Pinto	28,111	28,180	28,290	28,420	28,590	28,710	28,660	28,660	28,710	28,820	28,960	29,360	400	1.38%
Parker	116,927	117,570	118,040	120,640	121,830	124,630	127,980	130,150	131,210	134,620	136,600	139,180	2,580	1.89%
Rockwall	78,337	78,990	79,570	83,400	85,900	88,200	90,570	93,130	97,990	101,020	107,780	113,350	5,570	5.17%
Somervell	8,490	8,550	8,550	8,690	8,800	8,950	9,230	9,420	9,640	9,820	9,980	10,190	210	2.10%
Tarrant	1,809,034	1,818,240	1,832,660	1,875,930	1,899,900	1,922,470	1,945,320	1,966,440	1,989,810	2,024,030	2,064,340	2,091,320	26,980	1.31%
Wise	59,127	59,540	59,600	60,920	61,690	61,970	62,240	62,460	62,700	64,060	65,300	66,010	710	1.09%
16-County Region	6,539,950	6,584,130	6,619,970	6,792,670	6,899,880	7,005,340	7,123,170	7,246,350	7,390,400	7,548,400	7,716,410	7,874,950	158,540	2.05%

According to NCTCOG's 2021 Population Estimates document: "The estimated January 1, 2021 population for the NCTCOG region is 7,874,950. Last year the region added 158,540 people. Even though the north central Texas region, as well as the rest of the country faced a big challenge due to the pandemic, the region still managed to grow by almost the same amount as it did in 2019. In 2020, 12 cities grew by 10% or more. Fort Worth led the region in growth, adding almost 17,000 people last year while Frisco added close to 16,000, followed by McKinney with 6,100 and Dallas with 5,560. Collin, Denton, Dallas, and Tarrant Counties each added more than 25,000 people last year, with Collin County leading the way with 43,000 new residents. The region has added more than 1.3 million new residents since 2010."

Economic

Economic forces have a direct and obvious effect on property values. The condition of an area's economy in great measure determines the growth or decline of the population, as well as its purchasing power, which affect the demand for goods and services. If an area's economy is in a growth stage, construction of new housing, retail centers and expansions of employment centers occur to accommodate the needs of the population. Conversely, as the unemployment rate rises because of an area's declining economy, some residents move from the area, and those who remain may have decreased disposable incomes, both of which result in a diminished demand for housing as well as goods and services. As occupancy rates for housing, retail facilities, and employment centers decrease, demand for new construction either decreases or may even cease altogether. Characteristics that are considered to be demand-oriented include employment levels, the number and size of basic industries, and the availability of mortgage credit. Economic characteristics that are considered to be supply-oriented include the stock of available vacant and improved properties, occupancy rates, and rental rates.

Apartment markets continue to fare better than expected, with occupancy and rents improving in most Texas metros. According to the 1st Quarter 2022 CoStar analytics report, the Dallas/Fort Worth area apartment asking rent has increased approximately 15.5% (YOY). Additionally, CoStar reports “The Dallas-Fort Worth apartment market set record-level performances over the past year. Demand for multifamily units surged, roughly double pre-pandemic norms, due to pent-up demand coming out of the pandemic. With rising absorption, rents have accelerated, establishing a new high-water mark for growth. The trend is pervasive across asset classes and communities in urban and suburban settings.”

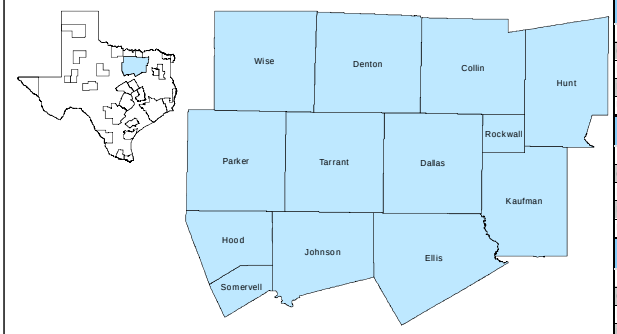
The D/FW Metroplex has an excellent transportation network, a good central U.S. location, and a relatively low cost of living compared to other parts of the U.S., which attracts major corporate employers. D/FW is a major product distribution center and it is a major trade hub with Mexico and other sectors across Latin America. The Emerging Trends in Real Estate markets-to-watch survey for 2018 revealed the Dallas/Fort Worth market as the number-five market to watch. The area is considered to continue strong growth due to projected population increases and corporate relocations. Multiple survey respondents and interviewees mentioned the strong job growth driving the local economy. (Emerging Trends in Real Estate, United States and Canada 2018, PricewaterhouseCoopers LLP and Urban Land Institute). D/FW is also known for its large technology influence, and provides business services such as advertising, data processing, telecommunications, and other computer services. As mentioned previously, the transportation industry will continue to play an important part of the economy, due to D/FW International Airport’s large influence.

According to the NCTCOG Forecast 2040, total employment for the region is anticipated to grow in excess of 2,750,000 jobs between 2010 and 2040. Dallas County alone is expected to encounter over 1.3 million new jobs during this time period accounting for more than 45% of the projected growth. Collin and Denton counties will account for 18% of the region’s total growth by

adding approximately 314,000 and 196,000 new jobs respectively between 2010 and 2040. Tarrant County is anticipated to add approximately 713,000 new jobs during this time period as well. Employment is expected to increase tremendously over the next 20+ years which will only continue to contribute to the growing economy of the region. The following page contains an economic snapshot of the Dallas-Fort Worth-Arlington Metropolitan District (Dallas, Tarrant, Collin, Denton, Rockwall, Johnson, Ellis, Hunt, Kaufman, Wise, Parker, Hood, and Somervell Counties). This information was provided by the Texas Workforce Commission from their May 2022 Economic Profiles and is currently the most recent available.

TEXAS Labor Market Information

Dallas-Fort Worth-Arlington MSA — May 2022



MSA Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	4,245,247	4,223,365	4,057,293	187,954
Employed	4,105,273	4,090,172	3,851,363	253,910
Unemployed	139,974	133,193	205,930	-65,956
Unemployment Rate	3.3%	3.2%	5.1%	-1.8%

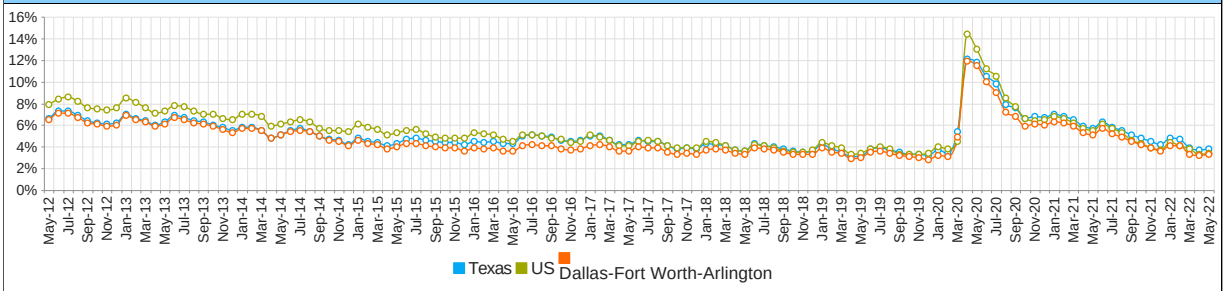
Texas Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	14,500,613	14,462,598	14,123,599	377,014
Employed	13,946,477	13,932,592	13,325,028	621,449
Unemployed	554,136	530,006	798,571	-244,435
Unemployment Rate	3.8%	3.7%	5.7%	-1.9%

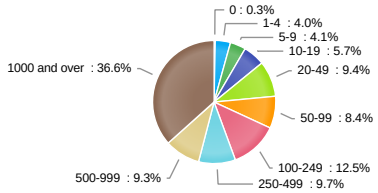
US Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	164,157,000	163,449,000	160,607,000	3,550,000
Employed	158,609,000	157,991,000	151,778,000	6,831,000
Unemployed	5,548,000	5,458,000	8,829,000	-3,281,000
Unemployment Rate	3.4%	3.3%	5.5%	-2.1%

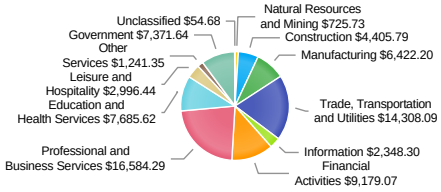
Historical Unemployment Rates



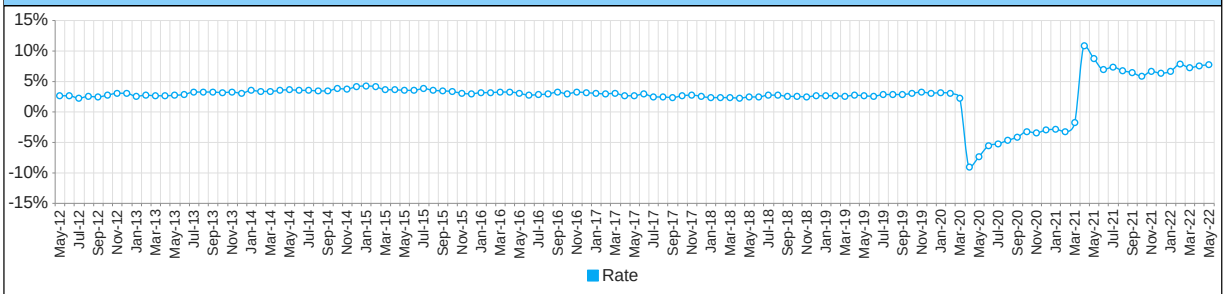
Employment by Size Class (4th Quarter 2021)



Wages by Industry (in millions) (4th Quarter 2021)



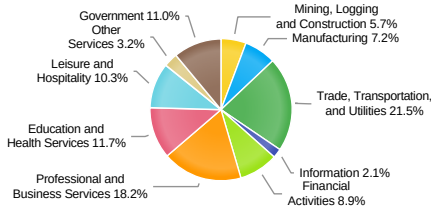
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (May 2022)

Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	4,097,400	0.8%	7.7%
Mining, Logging and Construction	233,300	0.6%	6.9%
Manufacturing	296,500	0.8%	4.5%
Trade, Transportation, and Utilities	881,700	0.5%	7.5%
Information	85,900	0.0%	6.2%
Financial Activities	364,500	0.6%	8.3%
Professional and Business Services	747,700	1.3%	11.0%
Education and Health Services	481,300	-0.5%	5.0%
Leisure and Hospitality	421,900	4.0%	17.0%
Other Services	132,100	1.7%	11.1%
Government	452,500	-0.3%	0.3%

Employment by Industry (May 2022)



Governmental

Although the Metroplex is governed by state and county agencies, the most direct influence on properties lies with the municipalities. The majority of the cities within the nine county area have council-manager forms of government. County and city governments are financed by a combination of property taxes, sales taxes, and miscellaneous taxes, fees, and fines. Property taxes are collected by the various taxing districts based upon market value assessments determined each year by county appraisal districts. No personal or corporate income taxes are levied by any city or county in the CMSA. The state of Texas does impose Franchise Taxes which are an indirect form of corporate income tax.

The City of Dallas has a council-manager form of government with the mayor selected at-large, 14 single member district council members, and one city manager. In a council-city management form of government, council members represent the people in their geographic districts. The City Manager is responsible to the council for the administration of business policies that the council has established. Services provided by the city include complete fire protection, police protection, water, sewer and garbage disposal. Electric service is provided by Oncor Electric Company while natural gas is provided by Atmos Energy. Telephone service is provided by AT&T. Fort Worth, like Dallas, utilizes a Council-City Management form of government. The Fort Worth City Council consists of an appointed City Manager, an at-large elected mayor and eight council members. The City manager is the Chief Administrator of the city and is appointed by and accountable to the council. Also, like Dallas, water, sanitation, sewer services, and police and fire protection, as well as street and bridge maintenance are all provided by the City government. The other utility carriers of electricity, gas and telephone are all provided by the companies serving Dallas.

Conclusion

Following a May over-the-month increase of 74,200 jobs, Total Nonagricultural Wage and Salary Employment reached a new high for the seventh consecutive month by reaching 13,357,100 positions. Since January 2022, 250,800 jobs were added which outperformed all other years in series history. The private sector gained 74,800 jobs, while the Government sector shed 600. Eight of 11 major industries exceeded February 2020 pre-COVID employment levels, including Construction, Manufacturing, and Leisure and Hospitality in May. On an annual basis employment expanded by 762,400 jobs, accelerating to an annual rate of 6.1 percent.

Leisure and Hospitality employment surpassed the pre-COVID level for the first time with the contribution of a May over-the-month increase of 27,600 jobs. Professional and Business Services led all major industries in recovery terms as employment moved to 109.1 percent of the pre-COVID job count. Trade, Transportation, and Utilities employment expanded by 11,700 jobs in May, which contributed to a series-high 40,300 positions added since January.

The Texas unemployment rate decreased over the month by 0.1 percentage points from 4.3 to 4.2 percent in May. This marked the lowest unemployment rate since the February 2020 pre-COVID level of 3.5 percent. Since May 2021 the Texas unemployment rate decreased by 1.7

points from a reading of 5.9 percent. The U.S. rate was unchanged for the third consecutive month at 3.6 in May, but remained at the lowest point since a pre-COVID rate of 3.5 percent. Annually, the U.S. unemployment rate decreased 2.2 percentage points from a May 2021 level of 5.8 percent.

The Texas civilian labor force reached new highs in 18 of the last 20 months after reaching a May level of 14,516,100 persons. The over-the- month increase of 56,700 persons marked the seventh largest increase in series history. The employed population increased by 69,100, while the number of unemployed decreased by 12,500.

Civilian Labor Force Estimated for Texas and the United States
Seasonally Adjusted (In Thousands)

TX Labor Force Statistics					US Labor Force Statistics				
	May-22	Apr-22	May-21	Yearly Change		May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	14,516,071	14,459,425	14,194,328	321,743	**Civilian Labor Force**	164,376,000	164,046,000	160,801,000	3,575,000
Employed	13,907,823	13,838,703	13,353,800	554,023	**Employed**	158,426,000	158,105,000	151,550,000	6,876,000
Unemployed	608,248	620,722	840,528	-232,280	**Unemployed**	5,950,000	5,952,000	9,251,000	-3,301,000
Unemployment Rate	4.2%	4.3%	5.9%	-1.7%	**Unemployment Rate**	3.6%	3.6%	5.8%	-2.2%

Texas Employment by Industry
Seasonally Adjusted (In Thousands)

INDUSTRY TITLE	Q4 2021 Employment	% of Total	Q3 2021 Employment	% of Total	Q4 2020 Employment	% of Total	Quarterly Change	Yearly Change
Total Nonagricultural	12,934,458	100.0%	10,214,087	100.0%	12,200,391	100.0%	26.6%	6.0%
Total Private	12,470,194	96.4%	9,746,980	95.4%	11,728,298	96.1%	27.9%	6.3%
Goods Producing	1,926,865	14.9%	1,891,784	18.5%	1,848,398	15.2%	1.9%	4.2%
Natural Resources and Mining	245,895	1.9%	238,437	2.3%	231,707	1.9%	3.1%	6.1%
Construction	786,725	6.1%	774,018	7.6%	756,352	6.2%	1.6%	4.0%
Manufacturing	894,245	6.9%	879,329	8.6%	860,339	7.1%	1.7%	3.9%
Service Providing	11,007,593	85.1%	8,322,303	81.5%	10,351,993	84.8%	32.3%	6.3%
Trade, Transportation, and Utilities	2,772,892	21.4%	265,156	2.6%	2,644,299	21.7%	945.8%	4.9%
Information	223,673	1.7%	217,916	2.1%	203,904	1.7%	2.6%	9.7%
Financial Activities	841,005	6.5%	822,613	8.1%	790,168	6.5%	2.2%	6.4%
Professional and Business Services	2,013,926	15.6%	1,936,610	19.0%	1,816,128	14.9%	4.0%	10.9%
Education and Health Services	2,985,387	23.1%	2,880,161	28.2%	2,895,695	23.7%	3.7%	3.1%
Leisure and Hospitality	1,365,709	10.6%	1,366,068	13.4%	1,214,404	10.0%	0.0%	12.5%
Other Services	340,737	2.6%	366,672	3.6%	315,302	2.6%	-7.1%	8.1%
Public Administration	464,264	3.6%	467,107	4.6%	472,093	3.9%	-0.6%	-1.7%

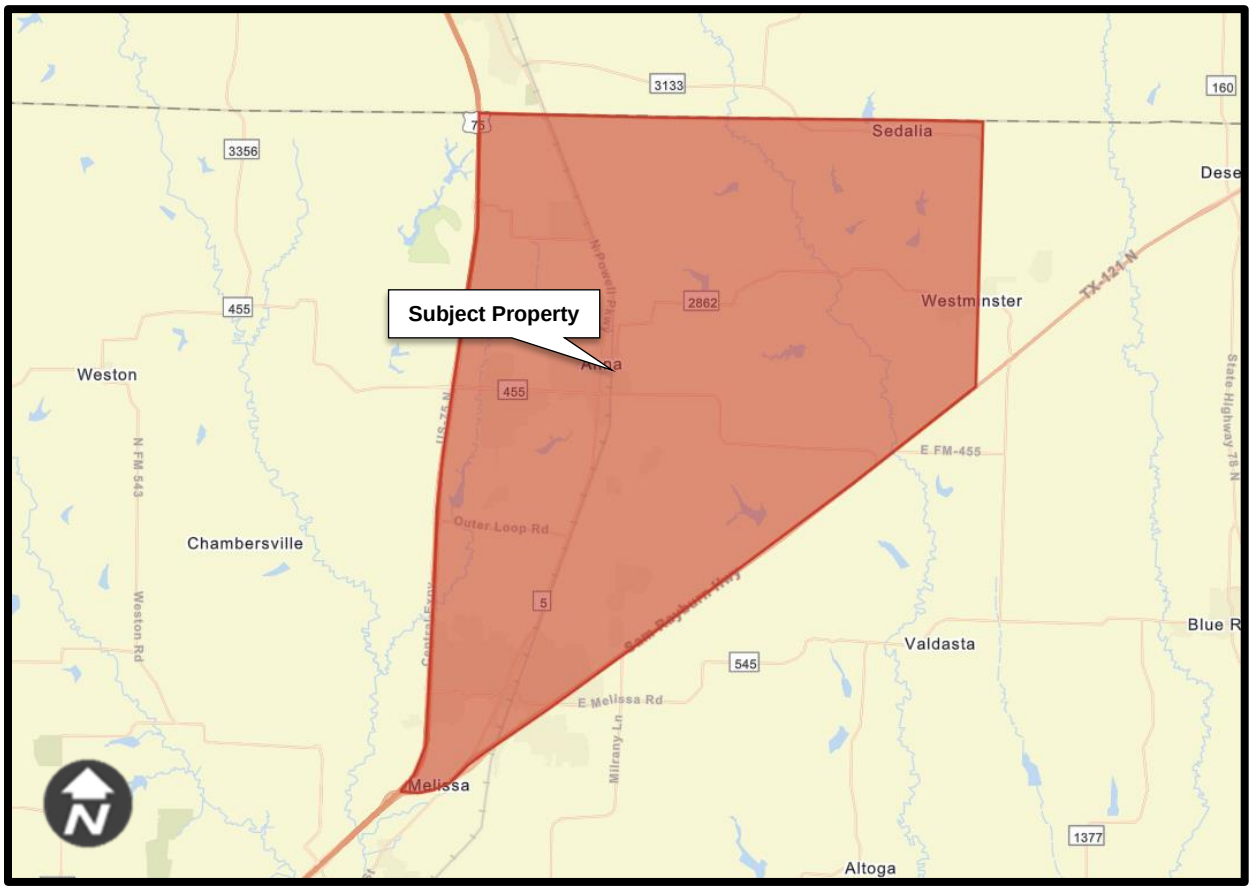
As illustrated in the recent statistics, the Dallas-Fort Worth-Arlington Metroplex continues to be one of the fastest growing areas of the United States prior to the COVID-19 pandemic. This trend is expected to continue in the future and through the year 2030, as population is expected to reach 9.1 million. More employers are expected to migrate to D/FW, and therefore provide an increased number of jobs. Dallas/Fort Worth accounts for over 30 percent of the State's gross regional product and is a national leader in the creation of new jobs, corporate relocations, and technology-related businesses. One of the primary factors in maintaining this employment growth is excellent access to the area provided by a well-developed highway system and D/FW International Airport, as well as an extensive rail transportation system. Since the late 1990s, the D/FW economy has shown good signs of growth and stability. Many experts are guardedly optimistic about the current economic outlook as it compares favorably to a softening national

economy and the last two years of erratic energy prices. Dallas/Fort Worth is larger today in population than 27 states, and is a major economic, social, and political center of both Texas and the United States. Due to the changing demographics, the regional economy in general, and the continued stability of the local government, expectations for the region's future are optimistic.

At the beginning of 2020, the Dallas/Fort Worth region had been impacted positively by a resurgence in the national economy since the Great Recession of 2008. The resurgence appears to have continued into 2022, despite the impact of the COVID-19 pandemic, as the D/FW market in general has gained economic growth and remained attractive for investment opportunities. Given this, indications are that market conditions within this region are moving in a positive direction; however, the forgoing is subject to the COVID-19 statement discussed previously in this report. It remains our contention at this time it is impossible to fully quantify the impact of the COVID-19 pandemic, subsequent lockdowns and economic disruptions on the commercial real estate market. However, it is our opinion that if there were to be a quick rebounding of the local and national economies post COVID-19, it would result in only a minimal loss in value, if any, to the subject, due to the strong Dallas/Fort Worth economy leading into the pandemic.

CITY/NEIGHBORHOOD ANALYSIS

A neighborhood is defined in The Appraisal of Real Estate, Fifteenth Edition, published by the Appraisal Institute, as *a group of complementary land uses*. [5] Land uses within a neighborhood are not necessarily homogeneous, as in a district, but are related in that property values are affected by the same factors. Neighborhood boundaries identify the physical area that influences the value of a subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of structures, street patterns, terrain, vegetation, and lot sizes tend to identify land use districts. Transportation arteries, bodies of water, and changing elevation can also be significant boundaries. To identify the neighborhood boundaries, we have followed the following four steps (summarized), as recommended within The Appraisal of Real Estate: *1) Examine the subject property; 2) Examine the area's physical characteristics, 3) Determine preliminary boundaries on a map; and 4) Determine how well the preliminary boundaries correspond to the demographic data.* [6]



The following neighborhood description will include a definition of the boundaries of the subject neighborhood, a discussion of the primary thoroughfares, types of improvements along these

5 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 138.

6 Ibid. page 141-142.

thoroughfares, the density of development, secondary street infrastructure, and a discussion of the type of commercial uses within the neighborhood. The subject neighborhood, as defined herein, is considered to be the immediate competing trade area for the subject property, taking into account the various types of land uses present or reasonably probable in the neighborhood, patterns and rates of growth, traffic patterns and density, and the density of land use, among other factors considered in the previously suggested steps. All of these factors are considered influential in the determination of the value of the subject.

Neighborhood Boundaries

The subject site is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas. The neighborhood boundaries are defined as follows:

North: Collin County Line
West: US Highway 75
South: State Highway 121
East: FM 3133

Location

The subject property is located in Anna, Collin County, Texas. The site is heavily influenced by the Dallas/Fort Worth Metroplex. The subject property is located approximately 40 miles northeast of the Dallas Central Business District. Primary north/south roadways within the neighborhood include the following: US Highway 75, Powell Parkway, and Ferguson Parkway. Primary east/west roadways include the following: State Highway 121, Collin County Outer Loop, and FM 455.

Population

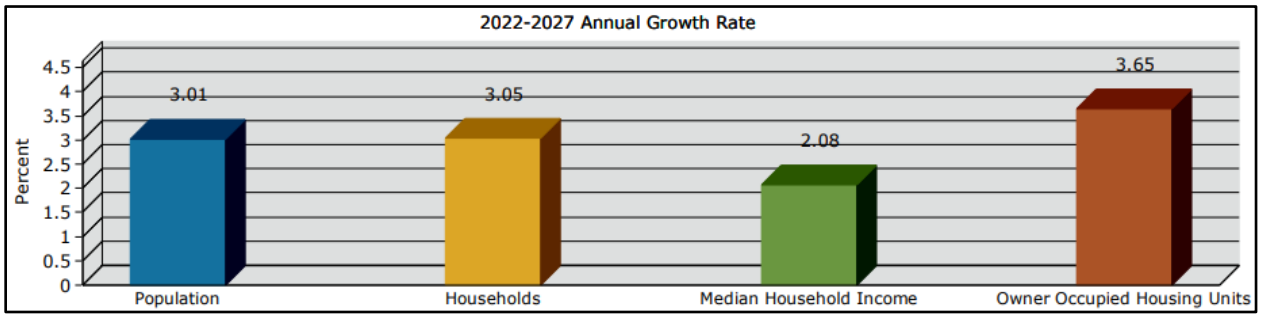
As can be seen in the following charts provided via the Site to do Business, the 2022 population estimate was 39,716. The population has grown at a relatively rapid rate of 8.17 percent annually since 2010. Population between 2022 and 2027 is expected to grow at a relatively rapid rate of 3.01 percent annually. The charts for population and household growth are located below.

Population	
2010 Population	14,622
2020 Population	32,079
2022 Population	39,716
2027 Population	46,062
2010-2020 Annual Rate	8.17%
2020-2022 Annual Rate	9.96%
2022-2027 Annual Rate	3.01%
2022 Male Population	49.3%
2022 Female Population	50.7%
2022 Median Age	33.4

In the identified area, the current year population is 39,716. In 2020, the Census count in the area was 32,079. The rate of change since 2020 was 9.96% annually. The five-year projection for the population in the area is 46,062 representing a change of 3.01% annually from 2022 to 2027. Currently, the population is 49.3% male and 50.7% female.

2010 Households	4,720
2020 Households	9,895
2022 Households	12,253
2027 Households	14,239
2010-2020 Annual Rate	7.68%
2020-2022 Annual Rate	9.97%
2022-2027 Annual Rate	3.05%
2022 Average Household Size	3.24

The household count in this area has changed from 9,895 in 2020 to 12,253 in the current year, a change of 9.97% annually. The five-year projection of households is 14,239, a change of 3.05% annually from the current year total. Average household size is currently 3.24, compared to 3.24 in the year 2020. The number of families in the current year is 9,792 in the specified area.



Income

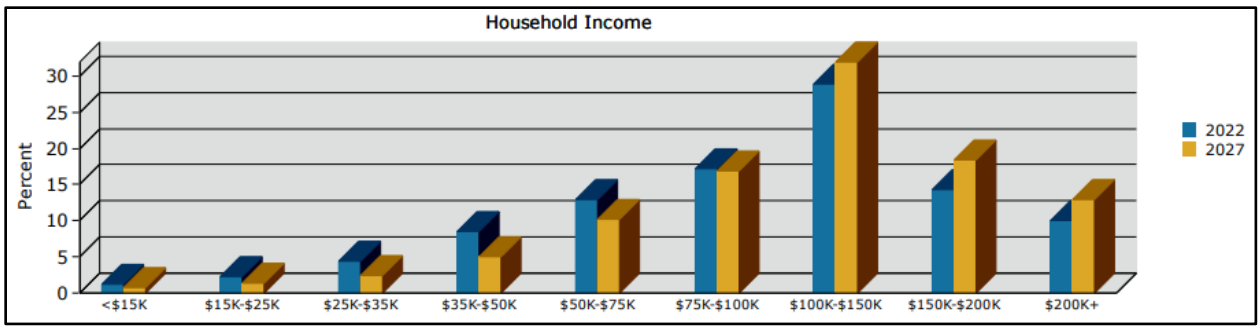
According to the Site to do Business, the 2022 median household income within the neighborhood was $103,368, which is above the national average of $72,414. Income is projected to grow at a relatively rapid rate of 3.20% over the next five years. Located below is a chart detailing the median, average and per capita income for the subject neighborhood.

Median Household Income	
2022 Median Household Income	$103,368
2027 Median Household Income	$114,564
2022-2027 Annual Rate	2.08%
Average Household Income	
2022 Average Household Income	$124,741
2027 Average Household Income	$146,039
2022-2027 Annual Rate	3.20%
Per Capita Income	
2022 Per Capita Income	$38,615
2027 Per Capita Income	$45,308
2022-2027 Annual Rate	3.25%
Households by Income	

Current median household income is $103,368 in the area, compared to $72,414 for all U.S. households. Median household income is projected to be $114,564 in five years, compared to $84,445 for all U.S. households

Current average household income is $124,741 in this area, compared to $105,029 for all U.S. households. Average household income is projected to be $146,039 in five years, compared to $122,155 for all U.S. households

Current per capita income is $38,615 in the area, compared to the U.S. per capita income of $40,363. The per capita income is projected to be $45,308 in five years, compared to $47,064 for all U.S. households



Employment

According to the Site to do Business, employment was relatively low with an unemployment rate of 2.5%. The main industries within the city include Services and Retail Trade. Approximately 69.8% of residents work in white-collar jobs.

2022 Civilian Population 16+ in Labor Force	
Civilian Population 16+	19,514
Population 16+ Employed	97.5%
Population 16+ Unemployment rate	2.5%
Population 16-24 Employed	11.1%
Population 16-24 Unemployment rate	9.2%
Population 25-54 Employed	71.6%
Population 25-54 Unemployment rate	1.7%
Population 55-64 Employed	15.1%
Population 55-64 Unemployment rate	1.7%
Population 65+ Employed	2.3%
Population 65+ Unemployment rate	0.0%
2022 Employed Population 16+ by Industry	
Total	19,022
Agriculture/Mining	1.1%
Construction	6.4%
Manufacturing	6.8%
Wholesale Trade	3.1%
Retail Trade	13.7%
Transportation/Utilities	6.5%
Information	2.0%
Finance/Insurance/Real Estate	10.2%
Services	46.1%
Public Administration	4.1%
2022 Employed Population 16+ by Occupation	
Total	19,020
White Collar	69.8%
Management/Business/Financial	20.7%
Professional	27.2%
Sales	9.2%
Administrative Support	12.7%
Services	11.4%
Blue Collar	18.8%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	4.4%
Installation/Maintenance/Repair	2.4%
Production	2.4%
Transportation/Material Moving	9.6%

Conclusion

At the beginning of 2020, the neighborhood had been impacted positively by a resurgence in the national economy since the Great Recession of 2008. The resurgence continued throughout 2019 and was anticipated to continue into the near future. The D/FW market in general gained economic growth and remained attractive for investment opportunities. Given this, indications were that market conditions within this neighborhood were moving in a positive direction; however, the forgoing is subject to the COVID-19 statement discussed previously on Page 7. It is our opinion that if there were to be a quick rebounding of the local and national economies post COVID-19, it would result in only a minimal loss in value, if any, to the subject, due to the strong Dallas/Fort Worth economy leading into the pandemic.

SECTION III - FACTUAL DESCRIPTIONS AND ANALYSES

SITE DESCRIPTION AND ANALYSIS

Site description consists of comprehensive factual data, information on land use restrictions, a legal description, other title and record data, and information on pertinent physical characteristics. Site analysis goes further. It is a careful study of factual data in relation to the market area characteristics that create, enhance, or detract from the utility and marketability of specific land or a given site as compared with other sites that it competes with. [7]

Location and Legal Description

The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas. The following is a summarized legal description for the subject site.

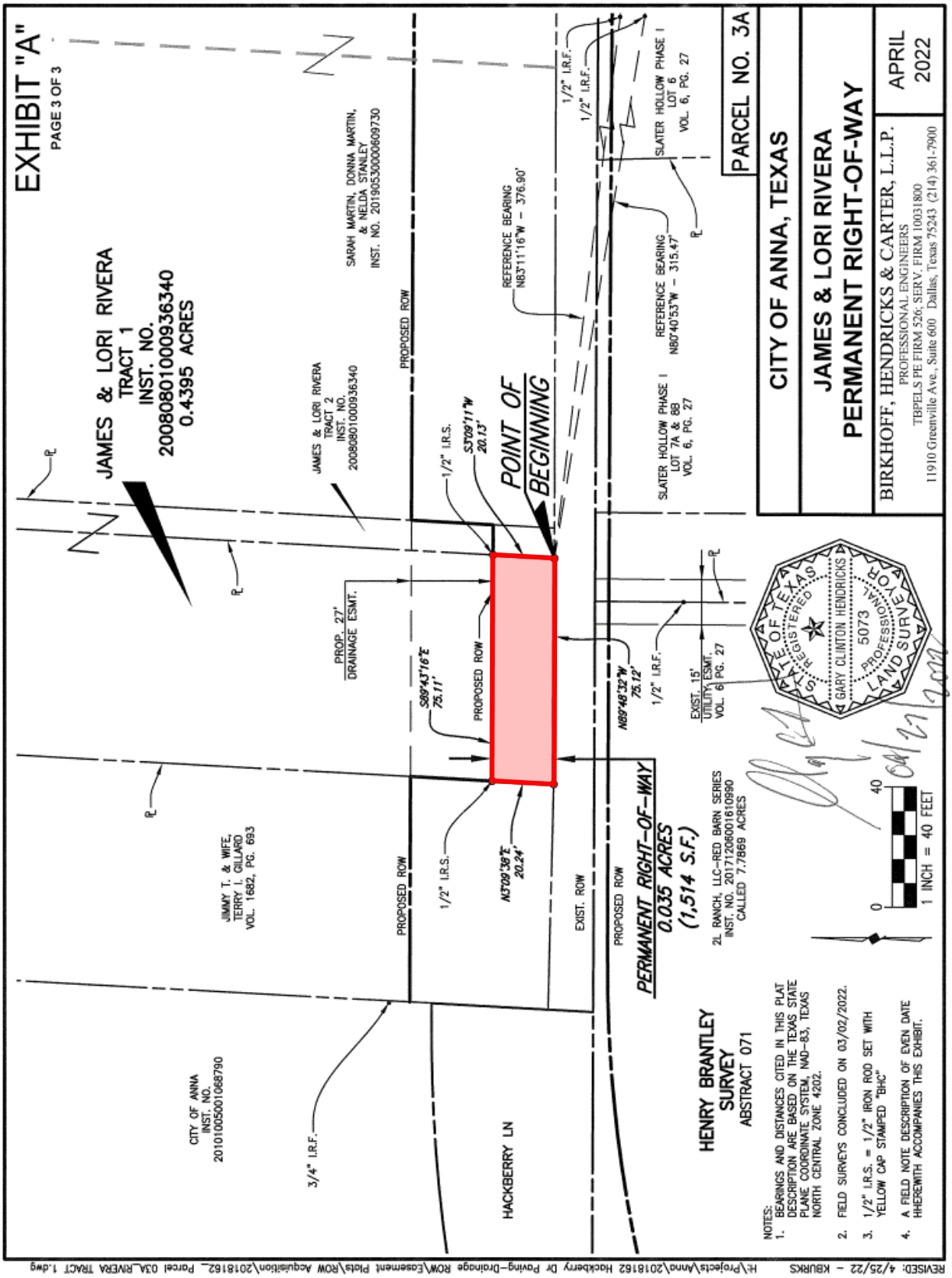
> ***Being a tract of land situated in the Town of Anna, Collin County, Texas, and being out of the Henry Brantley Survey, Abstract No. 71.***

Size and Shape

The subject consists of a tract of land totaling 0.559 acres (24,333 square feet). The tract is rectangular in shape. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP (located below), the portions of the site from which property rights will potentially be acquired involve a 0.035 acre (1,514 square foot) right-of-way acquisition, a 0.005 acre (201 square foot) right-of-way acquisition, a 0.047 acre (2,028 square foot) drainage easement, and a 0.006 acre (270 square foot) drainage easement.

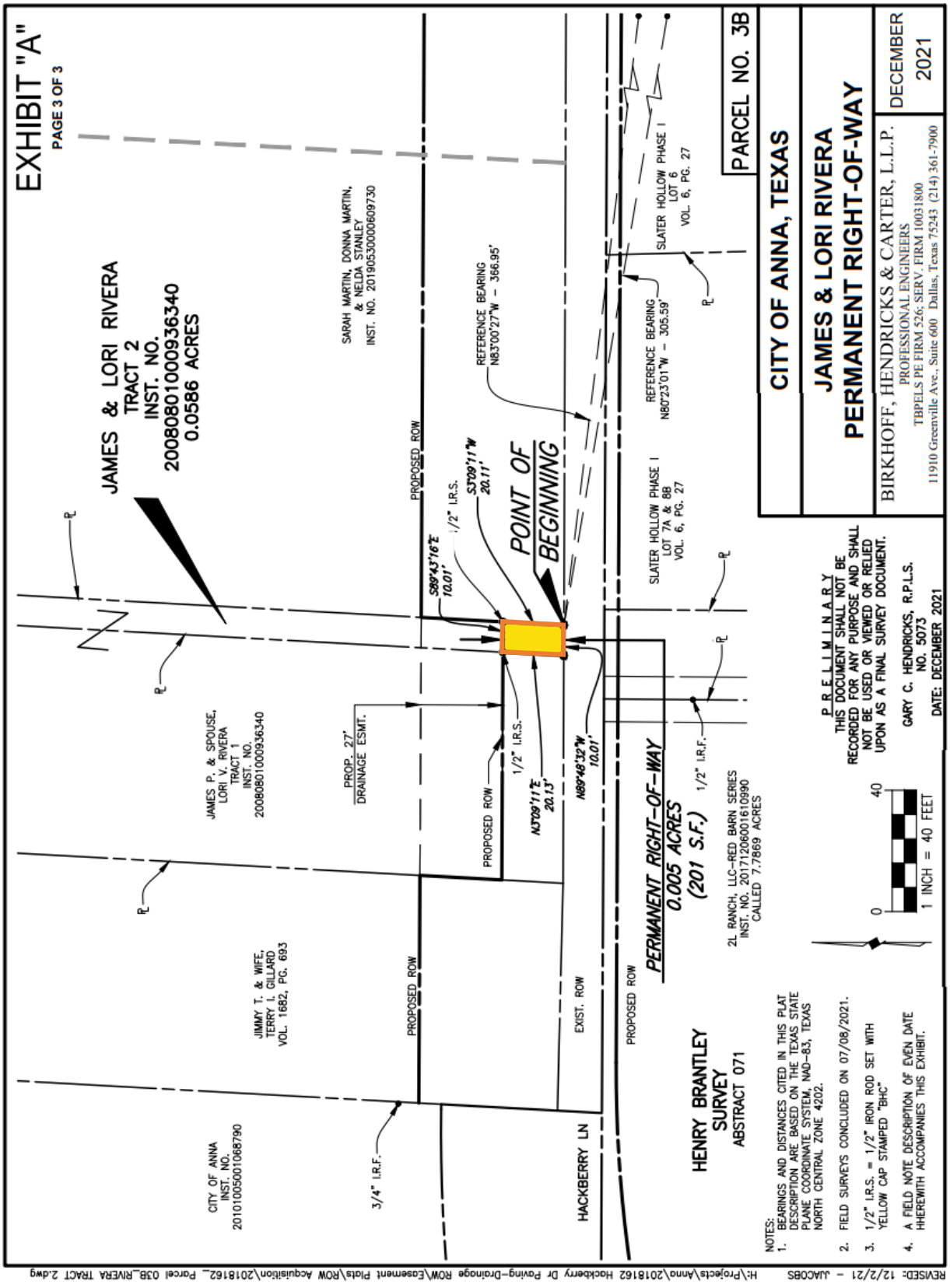
7 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 165.

Survey of the Acquisitions



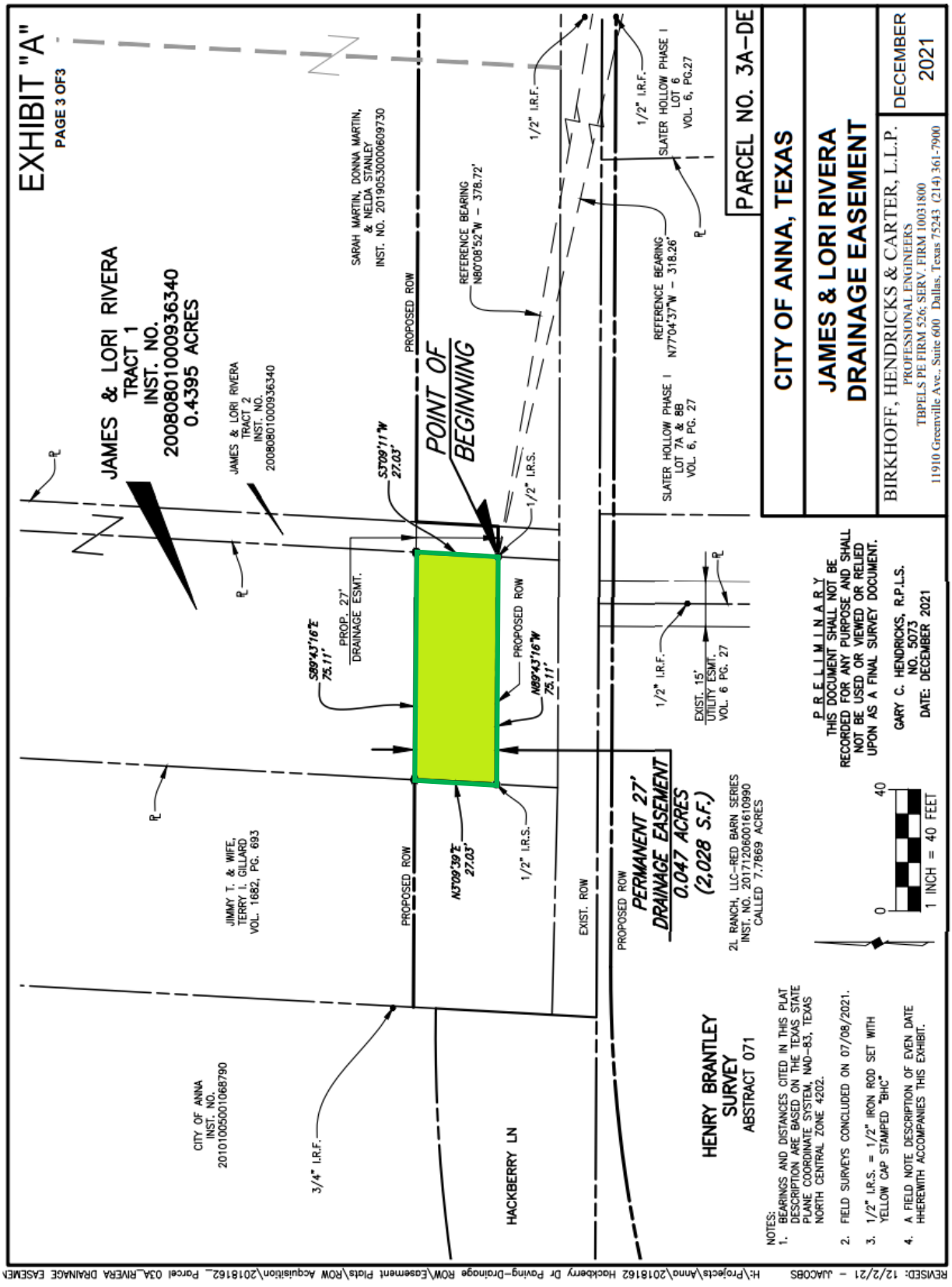
*The proposed right-of-way acquisition #1 is highlighted in red

Survey of the Acquisitions



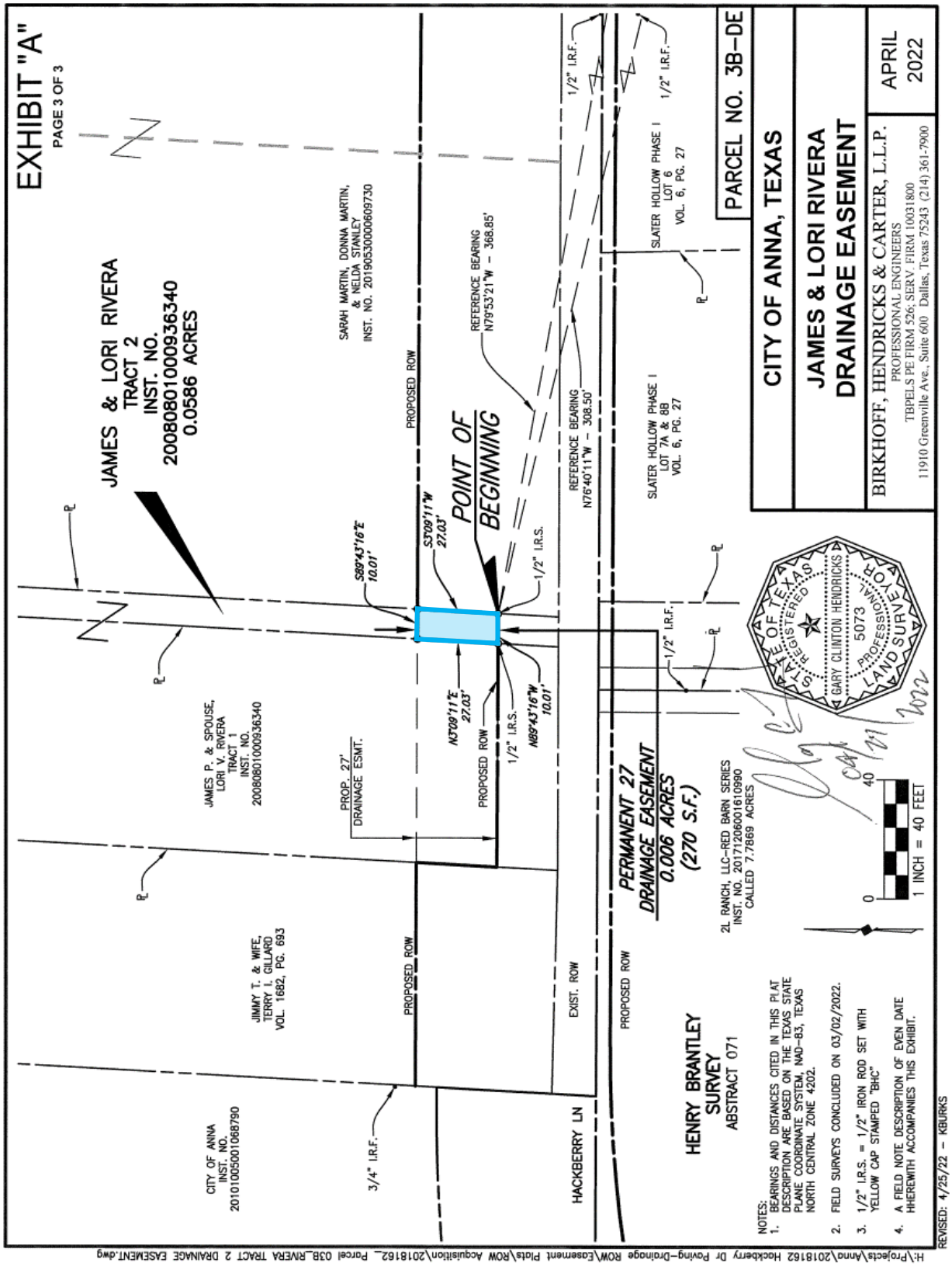
*The proposed right-of-way acquisition #2 is highlighted in orange

Survey of the Acquisitions



*The proposed drainage easement #1 is highlighted in green

Survey of the Acquisitions

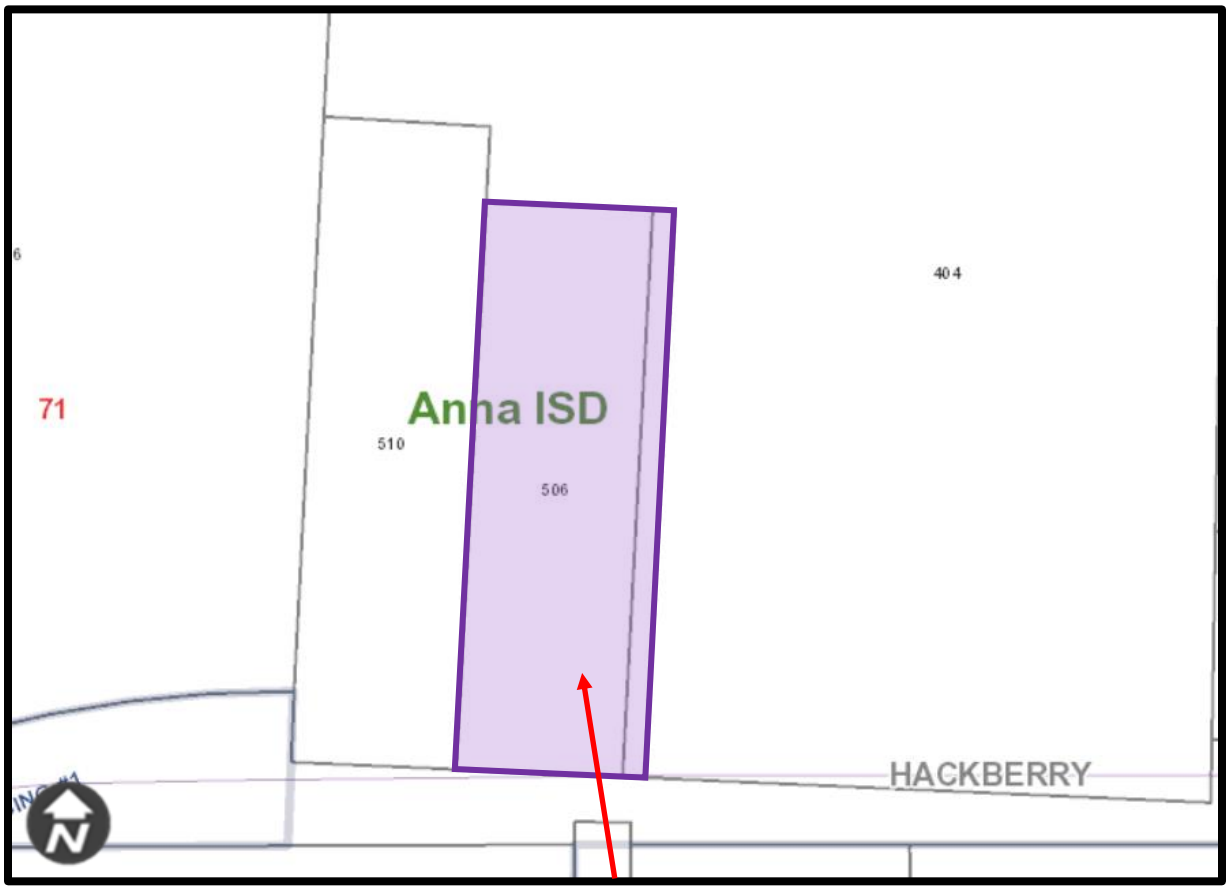


*The proposed drainage easement #2 is highlighted in blue

Access and Exposure

The subject parcel can be accessed from most areas of the Metroplex by traveling north along US 75 and exiting FM 455 towards Powell Parkway. The motorist would then travel north along Powell Parkway and turn west onto Hackberry Lane. The motorist would continue on Hackberry Lane until reaching the subject to the north. Given the subject property's location, access and exposure to the site is considered to be good.

Parcel Map



Subject Property

Topography

The topography of the subject tract has a near level topography. Furthermore, the topography should not limit the use of the property.

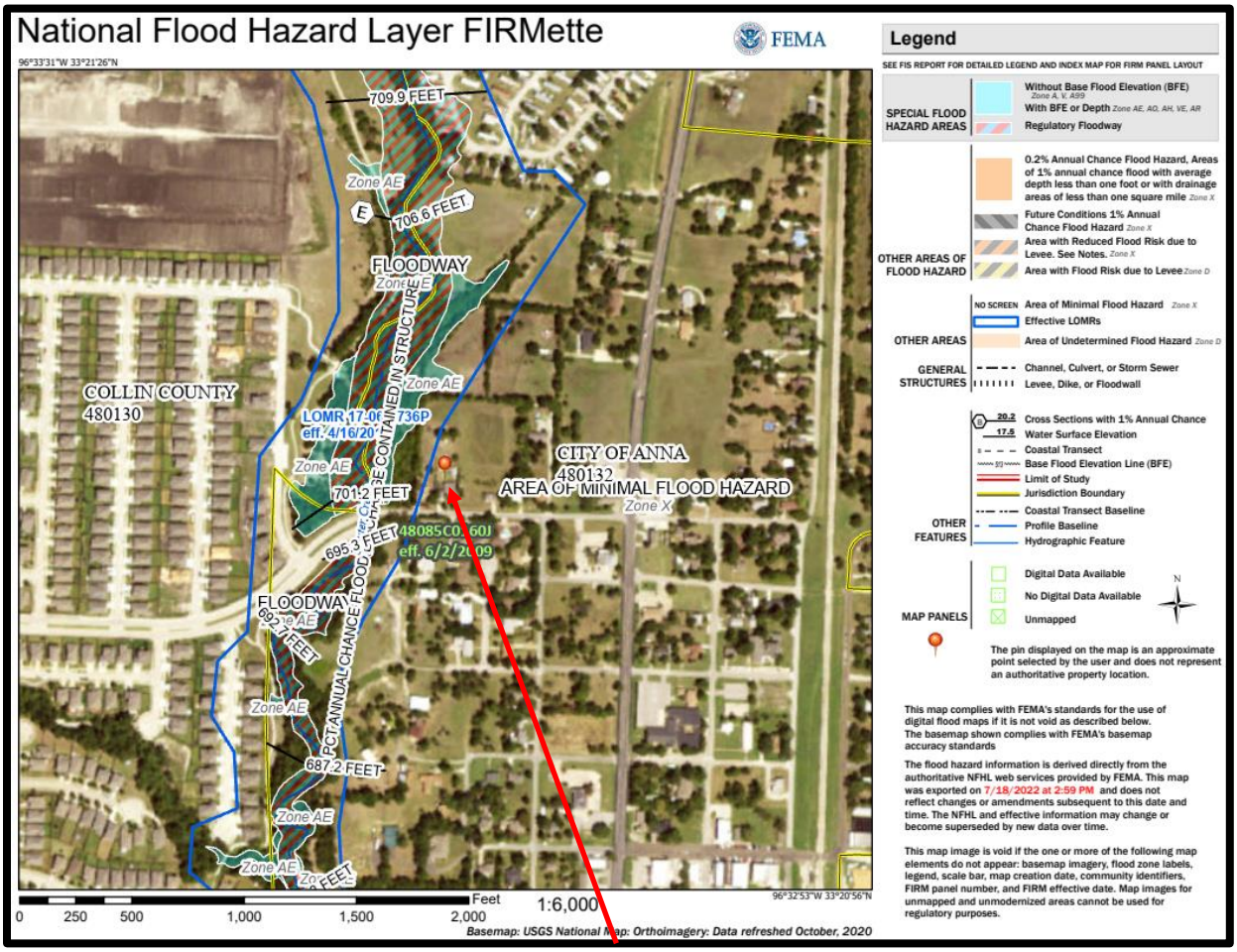
Environmental Concerns

The existence of any hazardous substances or materials was not observed upon the physical inspection of the tract. However, we are not qualified to detect these substances. It should be noted that the opinions of value found within this report are contingent upon the subject property

being free of any hazardous wastes deposited thereupon by the present or previous owners/tenants of the sites, which would adversely affect the value of the property.

Flood Zone

Our analysis of flood plain considerations was conducted through a review of Community-Panel Number 48085C0160J, dated June 2, 2009, as prepared by the Federal Emergency Management Agency (FEMA) National Flood Insurance Program. A copy of the FEMA map for the subject property is located as follows. After careful inspection of the property and analysis of flood plain maps, it appears that none of the subject lies within the 100-year flood plain.



Subject Property

Soils

Strict attention should be taken to the soils, insofar as preliminary site work preparation and excavation is concerned, as damage may occur to improvements if proper precautions are not undertaken. However, these soil characteristics are very common throughout the region and should not seriously hinder the development potential of the site, provided proper site preparation and planning is undertaken. Based upon the extent of development in the subject neighborhood,

there is no anticipated difficulty with improvements built upon these subsoil conditions, assuming proper design and workmanship.

Surrounding Land Uses

The land usage surrounding the subject property primarily consists of residential uses with some commercial uses scattered throughout. Residential uses are located in immediate proximity to the subject in all directions. An aerial photograph depicting the subject in relation to surrounding properties is located as follows.

Easements

According to the surveys provided, it appears that a portion of the subject lies within the prescriptive right-of-way along Hackberry Lane. Aside from the aforementioned, no adverse easements appear to be located on the subject property. We were not furnished, and it is beyond the defined scope of our assignment to obtain title work for the subject property. For purposes of this analysis, we are assuming that only typical utility easements exist and that they would not, and/or have not adversely affected development of the subject property. If this assumption is not correct it could necessitate re-analysis.

Utilities and Public Services

The subject property appears to have access to all public utilities from the City of Anna. Telephone service is available to the area as well as police and fire protection.

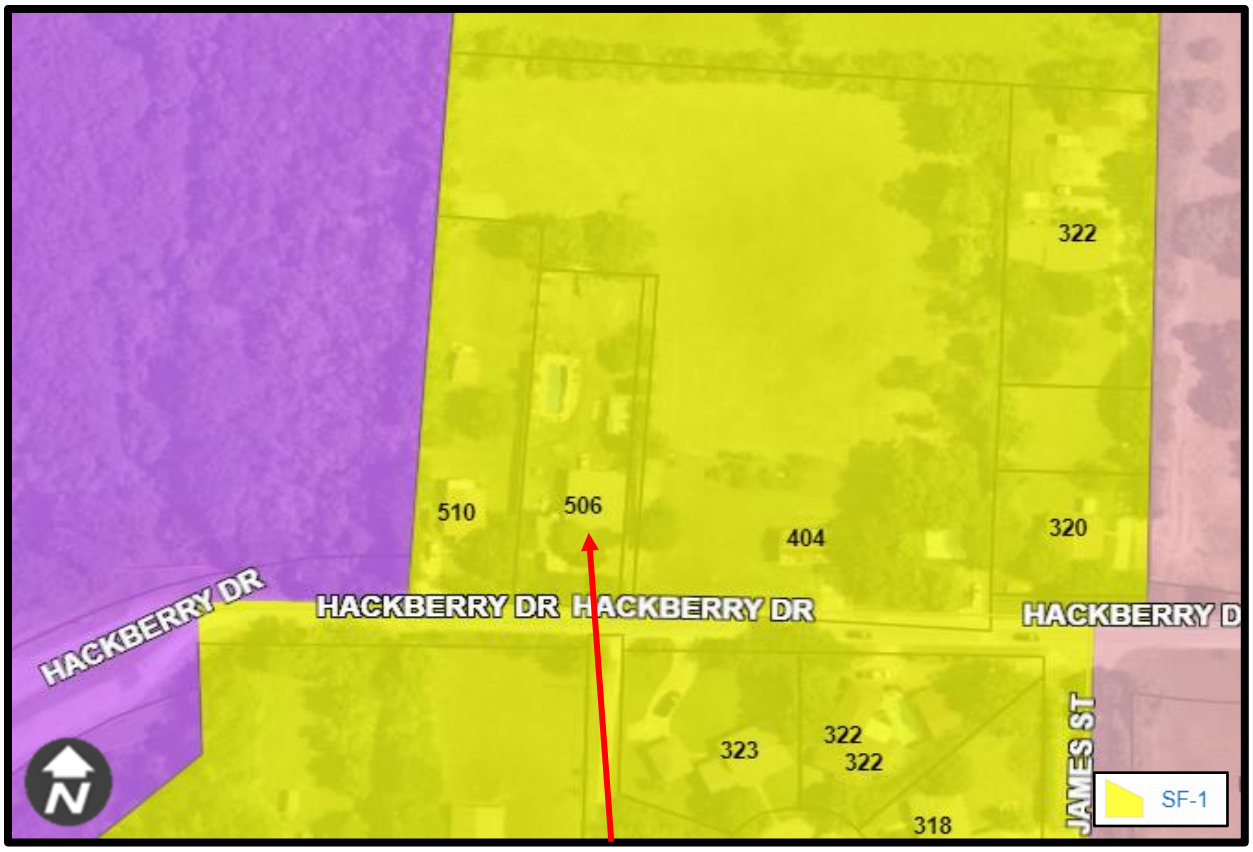
Conclusion

The subject property is located in the City of Anna in Collin County. The site is comprised of 0.559 acres (24,333 square feet), is rectangular in shape, and has access to all public utilities. The site has good access/exposure characteristics for a residential-oriented property. The topography of the subject tract is near level and should not limit the use of the property. Additionally, the subject does not appear to be adversely affected by the presence of flood plain. However, a portion of the subject does appear to lie within the prescriptive right-of-way along Hackberry Lane. Soil and subsoil conditions are not anticipated to severely restrict the development potential of the site.

ZONING AND LAND USE RESTRICTIONS

The subject tract is within the corporate limits of the City of Anna. The tract is currently zoned SF-1, Single Family Residential District. According to the Anna Code of Ordinances, the SF-1, Single Family Residential District is “designed to accommodate the standard single-family residential development. The district can be appropriately located in proximity to multifamily residential areas and certain neighborhood local retail and office uses”. This zoning district allows for single family residential uses. There are no other known deed restrictions, either public or private, that would further limit the utilization of the subject property. This statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examinations by a competent attorney on the property appraised is recommended if any questions regarding such restrictions should arise. Deed restrictions are matters legal in character within the State of Texas, and only title examination by a qualified attorney can result in an informed opinion. Should there be a question regarding the compliance with any existing deed restrictions, we recommend a title examination by a licensed and qualified title attorney to the extent assurances to this matter are desired. A copy of the City of Anna zoning map as well as zoning requirements for the subject can be found following this paragraph.

Zoning Map



Subject Property

	AG	SF-E	SF-20.0	SF-14.5	SF-12.0	SF-10.5	SF-84	SF-72	SF-1	SF-60	SF-2
Maximum height (feet)	35	35	35	35	35	35	35	35	35	35	35
Side yard, interior (feet)	15	15	10 (e)	9 (e)	8 (e)	8 (e)	10	(c)	(c)	(c)	(c)
Side yard, corner lot, street side (feet)	25	25	15	15	15	15	15	15	15	15	15
Rear yard (feet) (d)	25	25	25	25	25	25	25	25	25	25	25
Front yard (feet)	35	25	30	30	30	25	25	25	25	25	25
Lot area (feet)	43,560	43,560	20,000	14,500	12,000	10,500	8,400	7,200	7,200	6,000	6,000
Min. lot width (feet)	75	75	100	90	80	80	70	60	60	50	50
Min. lot depth (feet)	120	120	150	135	130	120	120	120	120	120	120
Max. lot coverage (%)	40%	40%	35%	35%	40%	40%	35%	40%	40%	45%	45%
Building size (square feet)	2400	2400	2500	2200	2200	2200	2000	1800	1800	1600	1600
Masonry* (%)	80%	80%	80%	80%	80%	80%	80%	80%	0%	80%	80%

TAX ANALYSIS

The Texas legislature has provided for a unified system of taxation for the assessment and collection of real property taxes. In each county an appraisal district is established for the purpose of listing and assessing all real estate within the county. Real property is presumably assessed at 100 percent of market value. Once the taxable value of the property is established by the appraisal district, each of the individual taxing authorities within the county set their own tax rates. The subject property is assessed by the Collin CAD. The following table depicts the taxing jurisdictions and historical property tax rates pertaining to the subject property:

Collin County Tax Rates						
Tax Authority	**2017**	**2018**	**2019**	**2020**	**2021**	**Compound Rate of Change 2017-2021**
Collin County	$0.1922460	$0.1807850	$0.1749510	$0.1725310	$0.1680870	-3.30%
City of Anna	0.6012880	0.5912880	0.5912880	0.5830000	0.5695000	-1.35%
Anna ISD	1.6700000	1.6700000	1.5683500	1.4746000	1.4603000	-3.30%
Collin County Community College	0.0798100	0.0812220	0.0812220	0.0812220	0.0812220	0.44%
Total Tax Rate	**$2.543344**	**$2.523295**	**$2.415811**	**$2.311353**	**$2.279109**	**-2.71%**

As the above table indicates, the overall tax rate for property located within this portion of Collin County have been decreasing by 2.71 percent per year during the five year period. Tax rates are anticipated to remain relatively flat in subsequent years. The subject account number and 2022 assessed value are as follows:

Tax Summary					
Tax Authority	**Tax Rate Per $100**	**Assessed Value**	**Homestead Cap Loss**	**Taxable Value**	**Estimated Taxes**
Collin County	$0.168087	$197,871	$48,571	$149,300	$251
City of Anna	$0.569500	$197,871	$48,571	$149,300	$850
Anna ISD	$1.460300	$197,871	$48,571	$149,300	$2,180
Collin County Community College	$0.081222	$197,871	$48,571	$149,300	$121
				Total Taxes:	**$3,403**

The subject has a 2022 assessed value of $197,871. However, the subject currently has a homestead exemption in place. Upon deducting the subject's homestead exemption, a taxable value of $149,300 results. This equates to a tax expense of $3,403 based upon the 2021 tax rate of $2.279109/$100 of assessed value. The land portion of the subject appears to be reasonably assessed.

SUBJECT PROPERTY PHOTOGRAPHS

Exterior view of the subject's main improvements

Viewing east across the proposed acquisition area

SUBJECT PROPERTY PHOTOGRAPHS

Viewing west across the proposed acquisition area

Viewing east down Hackberry Lane from subject

Viewing west down Hackberry Lane from subject

HIGHEST AND BEST USE ANALYSIS

The economic principles which affect the market value of real property also play a significant role in forming the property's highest and best use. In all valuation assignments, value opinions are based upon use. The highest and best use of a property provides the foundation for a thorough investigation of the competitive positions of market participants. Consequently, highest and best use can be described as the foundation upon which market value rests. The highest and best use of a property is defined as follows:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.* [8]

With regard to vacant land, the highest and best use is generally regarded as that use among all reasonable, alternative uses, which yields the highest present land value, after payments are made for labor, capital, and coordination. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use.

Analysis of the highest and the best use of a property as improved implies that the existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. Furthermore, the existing use will continue, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. The most probable use is defined as follows:

1) *The use to which a property will most likely be put based on market analysis and the highest and best use conclusion. The most probable use is the basis for the most probable selling price of the property*

2) *Highest and best use in the context of market value.* [9]

8 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 109.

9 Ibid. page 152.

To test for the most feasible or the highest and best use for land as vacant all logical and feasible alternatives must be analyzed. All alternative uses must meet four criteria. The criteria are as follows:

1) The legal use of the site – what uses of the site are permitted under applicable zoning ordinances and other legal restrictions.

2) The physical use of the site – what potential uses of the site are physically possible.

3) The feasible use of the site – what possible and legally permissible use of the site will produce a positive return.

4) The maximum productive use of the site – among the highest financially feasible uses, the use that provides the highest rate of return, or value (given a constant rate of return), is the highest and best use.

While some investors/developers seek to maximize their returns, most seem to operate on the belief that the available information is too imperfect to permit optimization or maximization. It appears that the typical investor is satisfied if their investment can be expected to return a yield that will meet their standards. Thus, it is possible for more than one single use to be feasible for a site if the uses meet an investment criteria of the typical investor/developer for a property.

Generally accepted professional appraisal practice dictates that in appraising improved property, the highest and best use be estimated under two different premises. First, the highest and best use of the site "as vacant and available" must be estimated. The second analysis estimates the highest and best use of the property "as improved or proposed to be improved."

Highest and Best Use of the Site As If Vacant

The first question to be answered, ***What uses are legally permissible?*** requires a review of the zoning restrictions applicable to the site. As indicated in the Zoning and Land Use Restrictions section of this report, the tract is currently zoned SF-1, Single Family Residential District. According to the Anna Code of Ordinances, the SF-1, Single Family Residential District is "designed to accommodate the standard single-family residential development. The district can be appropriately located in proximity to multifamily residential areas and certain neighborhood local retail and office uses". This zoning district allows for single family residential uses.

Addressing the second question, ***What uses of the site are physically possible?*** requires a review of the physical characteristics of the site. The subject tract is rectangular in shape and is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas. The subject property consists of 0.559 acres. The size of a parcel of land is important in terms of feasible development alternatives, and, ultimately, the value of the land. Optimal size is that which allows the highest marginal returns on investment after development. A tract of land which is too large is worth more in subdivided parcels whereas a tract which is too small for development is worth more when combined with contiguous sites. A less than optimally sized small tract may be

further constrained if contiguous tracts are currently developed to their highest and best use. In such a case, assemblage may not be a viable alternative. The immediate surrounding area is predominantly residential uses.

This 0.559 acre site would be physically feasible to develop due to its shape and size. The site is generally level which is beneficial for most urban types of development. Additionally, none of the subject appears to lie within the flood plain. A portion of the subject does appear to lie within the prescriptive right-of-way along Hackberry Lane. Furthermore, the topography of the site does not significantly limit its use. Therefore, residential development is a physically possible use for the subject.

Answering the third and fourth questions, ***What uses are financially feasible?*** and ***What uses are maximally productive?*** requires an analysis of potential income based on demand that could be expected from all physically possible and legally permissible uses.

Upon inspection of the surrounding neighborhood, the current land sales within the subject neighborhood have been acquired for either speculative investments or residential development. Given the subject's location along a primarily residential thoroughfare, a residential-oriented use appears to be the most likely potential use of the site. Therefore, the highest and best use of the site, as if vacant, is for residential use.

Highest and Best Use, as Improved

The preceding analysis is for the subject site, as if vacant. This section treats the highest and best use of the property as improved. The site is improved with a single-family residence and site improvements.

Therefore, considering the highest and best use, as vacant, the improvements do contribute to property value above and beyond the value of the underlying land. Furthermore, an alternative use of the property would likely not result in a higher value than the current use as a single family residence. Therefore, the continued operation of the existing residence results in the highest overall value considering the alternatives. In our opinion, the highest and best use of the site, as improved, is for continued use of the current residential improvements. The proposed acquisitions do damage the improvements as setback requirements will not be met from the new right-of-way. Additionally, the proposed drainage easements appear to encroach upon the improved portion of the subject. Thus, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants.

THE APPRAISAL PROCESS

The appraisal process represents a logical analysis of the factors that bear upon the present value of real estate. In this process, three basic approaches are typically used by appraisers: 1) the Cost Approach, 2) the Income Capitalization Approach, and 3) the Sales Comparison Approach.

The Cost Approach is based upon the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject. First, the subject's site is valued (as if vacant) by comparing it to the sale of similar sites using the Direct Sales Comparison Approach. The reproduction cost new is then estimated for the subject improvements, and from this, an amount is deducted for depreciation from all causes to arrive at a value via the Cost Approach.

The Sales Comparison Approach is based upon the proposition that an informed purchaser would pay no more for a property than the cost to him of acquiring a similar property with the same utility. In this approach, similar properties that have recently sold are compared to the subject. Notable differences in the utilized comparables are adjusted to the subject in the process. Comparisons are made and are typically based upon the terms of sale, age, location, size, financing, and physical characteristics. The adjustments are abstracted from and/or otherwise supported to represent the actions of buyers and sellers in the market. The value range that is indicated by the adjusted comparable sales is correlated or reconciled into a final value opinion via this approach.

The Income Capitalization Approach is the process in which the anticipated flow of future benefits (dollar income or amenities) is discounted to a present worth figure through a capitalization or direct discount procedure. All expenses attributable to the real estate are deducted from an effective gross income estimate to arrive at forecasts of applicable net income streams. The net income streams are then "capitalized" or discounted into value by market abstracted rates. The purpose of ownership is to generate income and provide to the owner a sufficient return on his/her investment to make the purchase of such a property attractive.

The subject property consists of 0.559 acres of land improved with a single family residence and other site improvements. Therefore, we have provided a value of the site via the Sales Comparison Approach utilizing comparable land sales.

SECTION IV – LAND VALUATION

LAND VALUATION

"Sales comparison is usually the preferred methodology for developing an opinion of site value. When this method is used, most of the techniques for selecting comparable sales and making adjustments that are described in Chapter 20 [of *The Appraisal of Real Estate, Fifteenth Edition*] *can be applied to site valuation. When there are not enough sales of similar parcels for the application of sales comparison, alternative methods such as market extraction, allocation, land residual analysis, and various income capitalization techniques may be used."* [10] All of these land valuation procedures, which are summarized below, are derived from the three traditional approaches to value.

- Sales Comparison – Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.

- Market Extraction – An estimate of the contributory value of improvements is deducted from the total sale price of a property to arrive at an indicated land value for the comparable. The indicated land values of the comparables are then compared to provide a value indication for the land being appraised.

- Allocation – A ratio of site value to property value is extracted from comparable sales in competitive locations and applied to the value of the improved subject property or comparable properties to develop the site value.

- Direct Capitalization: Land Residual Analysis – The net operating income attributable to the land is capitalized or the cost to construct an improvement is deducted from the value as if completed to produce an indication of the land's contribution to the total property.

- Direct Capitalization: Ground Rent Capitalization – A market-derived capitalization rate is applied to the ground rent of the subject property.

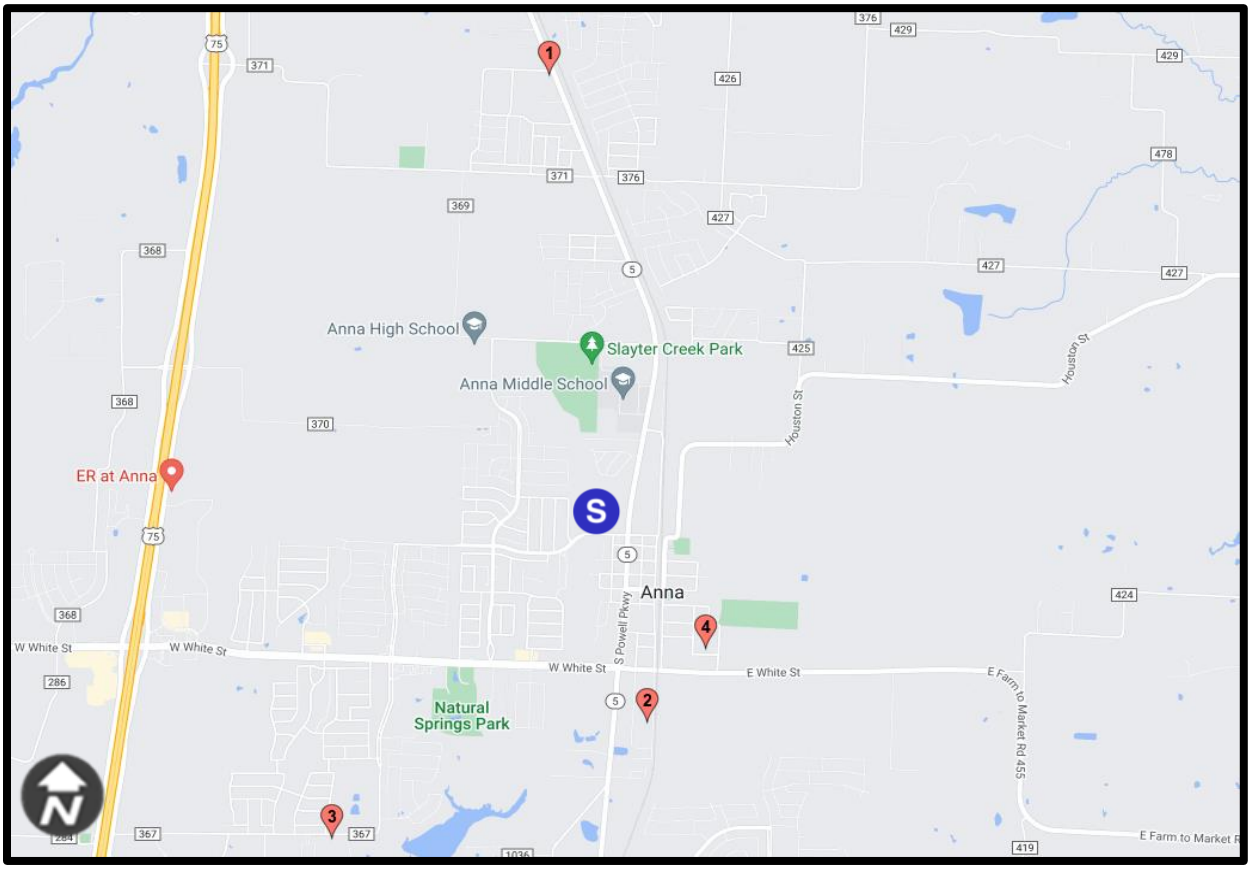
- Yield Capitalization: Discounted Cash Flow Analysis-Subdivision Development Analysis – Direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots or units, and the net sales proceeds are discounted to present value at a market-derived rate over the development and absorption period. If entrepreneurial incentive is not deducted as a line-item expense, then the discount rate must reflect the full effect of any profit.

When sufficient market data is available, the best method of site valuation is the Sales Comparison Approach. This method calls for comparison weighing and relating sales data to the site being appraised. The data can be analyzed and the indications of adjustments for time, location, physical utility and conditions of sale, can then be applied so as to result in a meaningful value opinion for the subject site. For a sale to be truly comparable, the highest and best use of the comparable land should be the same or similar to the appraised site. This is the method of site valuation, which will be utilized in this report.

10 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, pages 339.

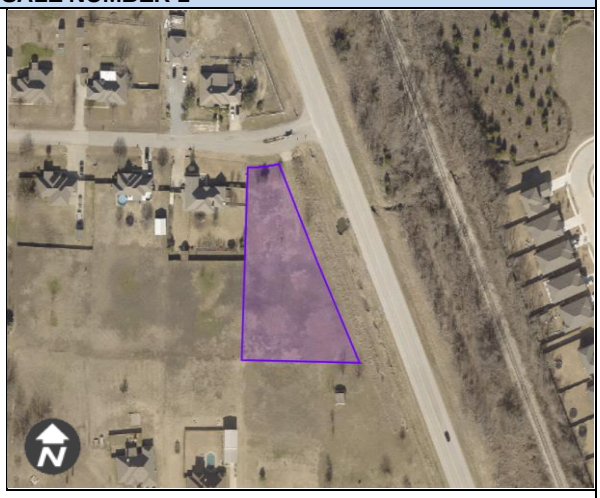
COMPARABLE LAND SALES PRESENTATION

The subject market was searched for sales of tracts of land most comparable to the subject. After sales were selected for more analysis, the public records were researched and verification of the details of the sales was obtained from parties knowledgeable concerning the sales. We then analyzed the specific differences and made appropriate adjustments, abstracting these adjustments from the market whenever possible. The final reconciliation of these adjusted sales indicated a value of the subject property. A map depicting the location of the sales in comparison to the subject property is located below.



Map Comparable Summary			
Map #	**Date of Sale**	**Size (Acres)**	**Sales Price/SF**
1	5/13/21	0.955	$2.16
2	5/4/21	0.657	$2.10
3	7/24/20	1.132	$1.72
4	12/13/19	0.331	$2.36
S	-	**0.559**	**Subject**

COMPARABLE LAND SALE NUMBER 1



PROPERTY IDENTIFICATION

Location (Physical):	SWC Butler St & Powell Pkwy Anna, TX
Legal Description:	Lot 28, Block C, Tara Farms Addition

TRANSACTION DATA

Grantor:	Thomas & Rebecca Boling		
Grantee:	Victor Zacarias		
Date of Sale:	May 13, 2021	**Sales Price:**	$90,000
Recording Information:	Doc #20210514000977480	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$90,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Butler Street & Powell Parkway	**Size of the Tract:**	0.955 acres
Configuration:	Near Triangular		41,595 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	PD-R, Planned Development Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.16
Cash Equivalent Price Per Sq. Ft.:	$2.16

VERIFICATION

Contact Person:	Lisa Biddle	**Telephone Number:**	972-333-0301
Position:	Listing Agent		

COMMENTS

This property is located at the southwest corner of Butler Street and Powell Parkway in Anna, Texas. The property reportedly sold for $90,000, or $2.16 per square foot.

COMPARABLE LAND SALE NUMBER 2

PROPERTY IDENTIFICATION

Location (Physical):	W Line Riggins St, S of White St Anna, TX
Legal Description:	Lot 7, Cunningham Estates Addition

TRANSACTION DATA

Grantor:	Tommy Cunningham		
Grantee:	Arturo Garcia		
Date of Sale:	May 4, 2021	**Sales Price:**	$60,000
Recording Information:	Doc #20210506000918250	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$60,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Riggins Street	**Size of the Tract:**	0.657 acres
Configuration:	Rectangular		28,619 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	SF1, Single Family Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.10
Cash Equivalent Price Per Sq. Ft.:	$2.10

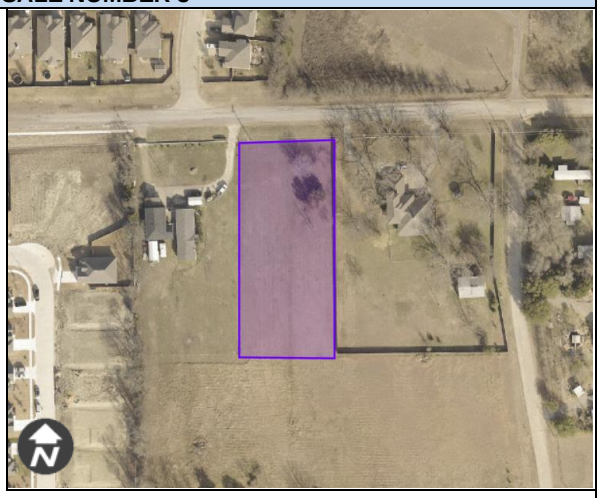
VERIFICATION

Contact Person:	Sandra Prieto	**Telephone Number:**	214-274-4599
Position:	Listing Agent		

COMMENTS

This property is located along the west line of Riggins Street, south of White Street in Anna, Texas. The property reportedly sold for $60,000, or $2.10 per square foot.

COMPARABLE LAND SALE NUMBER 3



PROPERTY IDENTIFICATION

Location (Physical):	S Line Taylor Blvd, W of Quanl Creek Rn Anna, TX
Legal Description:	Lot 2, Block A, Quail Creek Run Place Addition

TRANSACTION DATA

Grantor:	Kurtis & Amanda Clifton		
Grantee:	David Aguilera & Brisa Covarrublas		
Date of Sale:	July 24, 2020	**Sales Price:**	$84,900
Recording Information:	Doc #20200724001169660	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$84,900
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Taylor Boulevard	**Size of the Tract:**	1.132 acres
Configuration:	Rectangular		49,310 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	Electric & Water
Zoning:	Unzoned		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$1.72
Cash Equivalent Price Per Sq. Ft.:	$1.72

VERIFICATION

Contact Person:	Steve Depriest	**Telephone Number:**	972-948-3122
Position:	Listing Agent		

COMMENTS

This property is located along the south line of Taylor Boulevard, west of Quail Creek Run in Anna, Texas. The property reportedly sold for $84,900, or $1.72 per square foot.

COMPARABLE LAND SALE NUMBER 4

PROPERTY IDENTIFICATION

Location (Physical):	N Line 8th St, E of Easton Dr Anna, TX
Legal Description:	Gwynn Morrison Survey, Abstract No. 559

TRANSACTION DATA

Grantor:	Dennis & Theresa Murphy		
Grantee:	Scott Kircher & Paula Barnett		
Date of Sale:	December 13, 2019	**Sales Price:**	$34,000
Recording Information:	Doc #20191216001597030	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$34,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	8th Street & Easton Drive	**Size of the Tract:**	0.331 acres
Configuration:	Rectangular		14,418 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	SF1, Single Family Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.36
Cash Equivalent Price Per Sq. Ft.:	$2.36

VERIFICATION

Contact Person:	Peggy Robinson	**Telephone Number:**	972-658-4855
Position:	Listing Agent		

COMMENTS

This property is located along the north line of 8th Street, just east of Easton Drive in Anna, Texas. The property reportedly sold for $34,000, or $2.36 per square foot.

LAND SALES ANALYSIS

The process of comparing similar market sales to the subject property is fundamental to the sales comparison approach, and usually provides the most credible and reliable indication of value. If a comparable property has an element of comparison that is superior to the subject property, a downward adjustment is made to the comparable sale. If the element of comparison is inferior, then an upward adjustment is made. The adjustment process is not an exact science. Experience, knowledge and objectivity are required on the part of the appraiser for the application of the appropriate level of adjustment. Competent analysis leads us to a narrow range of variance among the adjusted comparable sales, and to a high degree of confidence in reconciliation. The analyses of the adjustments we considered relevant are found in the following paragraphs.

Summary of Comparable Sales

Sale No.	Location (Physical)	Date of Sale	Size (Acres)	Utilities	Zoning	Topography	Flood Plain	Sales Price PSF	Intended Use
1	SWC Butler St & Powell Pkwy Anna, TX	5/13/21	0.955	All Available	PD-R, Planned Development Residential	Level	0%	$2.16	Residential
2	W Line Riggins St, S of White St Anna, TX	5/4/21	0.657	All Available	SF1, Single Family Residential	Level	0%	$2.10	Residential
3	S Line Taylor Blvd, W of Quanl Creek Rn Anna, TX	7/24/20	1.132	Electric & Water	Unzoned	Level	0%	$1.72	Residential
4	N Line 8th St, E of Easton Dr Anna, TX	12/13/19	0.331	All Available	SF1, Single Family Residential	Level	0%	$2.36	Residential
Subject:	N Line Hackberry Ln, W of Powell Pkwy Anna, TX	-	0.559	All Available	SF1, Single Family Residential	Level	0%	-	-

Financing Terms

All of the comparable land sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property; therefore, no adjustments were required for advantageous seller financing.

Property Rights Conveyed

This adjustment involves the type of real property interest that is conveyed in a sales transaction. All of the comparable transactions conveyed fee simple ownership rights; thus, no adjustments were required for this factor.

Conditions of Sale

Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the seller wants to quickly liquidate his assets or where there is an atypical financial, business, friend or family relationship between the principals involved which affect the selling price of the property. All of the Comparables had similar conditions of sale to that of the subject and will not be adjusted.

Expenditures After Sale

This adjustment accounts for any expenses the purchaser of the property occurs immediately after the purchase of the property. Some examples of these items could include environmental clean-up, demolition costs, deferred maintenance, HVAC replacement/repair, renovations, parking lot repair/replacement, cosmetic upgrades, etc... Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the buyer is aware that such expenditures after the sale must occur in order to operate the property sufficiently. Any necessary adjustments for Expenditures After Sale have been made within the individual Comparable write-ups. Therefore, no further adjustments are necessary.

Market Conditions

This adjustment is generally made after the other transactional adjustments have been made (property rights conveyed, financing, conditions of sale, and expenditures after sale). This adjustment addresses potentially differing market conditions between the subject property (date of appraisal), and the sales dates of the Comparables. As a test, the sales adjusted prices when compared to the subject were chronologically arrayed by sale date and only adjusted for the appropriate physical conditions in order to determine if adjustments for changing market conditions is warranted.

The table below depicts the Price/Sq. Ft. for each comparable which has been adjusted for the other transactional adjustments (property rights conveyed, financing, conditions of sale, and expenditures after sale). The % Physical Adjustment column indicates the total adjustments made for all physical characteristics (location, size, corner, utilities, topography zoning, flood plain, etc.) as shown in the adjustment grid at the conclusion of this section of the report. The Adjusted Price/Sq. Ft. is calculated by applying the % Physical Adjustment for each sale to its Price/Sq. Ft. By analyzing the comparable sales adjusted prices per square foot after all other adjustments have been made, trends in land prices over the time period may become apparent. However, given the small sample size, the appraisers' judgment is also relied upon based upon knowledge gained from experience in the market over this time period.

Market Conditions Comparison				
Comparable Number	**Date of Sale**	**Unadjusted Price/Sq. Ft.***	**Physical % Adjustment**	**Adjusted Price/Sq. Ft.**
Comparable 1	May 13, 2021	$2.16	4%	$2.25
Comparable 2	May 4, 2021	$2.10	1%	$2.12
Comparable 3	July 24, 2020	$1.72	15%	$1.98
Comparable 4	December 13, 2019	$2.36	-4%	$2.27

*Inclusive of any necessary transactional adjustments

In closely analyzing the market Comparables, there appears to be an upward trend in sales prices. Additionally, market participants indicate that market conditions have been improving for this property type. Therefore, each Comparable will be adjusted upwards by 5 percent per year. This is subject to the COVID-19 statement discussed previously in this report. Therefore, in our opinion, the market conditions adjustments are considered reasonable.

Location/Access

The axiom that "location is the most important physical characteristic of real estate" suggests that this component warrants paramount consideration in the adjustment process. Therefore, the locations of the Comparables are the first of the physical characteristics to be considered. The sales researched and included herein involve properties with similar highest and best uses as that of the subject. The subject property is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas.

All of the Comparables are located in similar areas of development and along similar residential roadways as the subject. Therefore, no adjustments will be made.

Size

The subject has a total land size of 0.559 acres. Typically, smaller tracts sell for more per unit than larger sites. In reviewing market trends and the data set, the market appears to recognize a difference in price for tracts substantially different in size. A market observation witnessed throughout the Texas market area and most metropolitan areas in the southwest supports an adjustment of 5 to 15 percent for each halving/doubling in size. In this instance a 5 percent adjustment for each halving/doubling in size will be utilized.

Indicated Size Adjustments with a 5% Adjustment per Doubling / Halving						
	Variance of Comp from Subject			Indicated Adjustment Range		
Larger	0%	-	25%	0.00%	-	1.25%
	25%	-	50%	1.25%	-	2.50%
	50%	-	100%	2.50%	-	5.00%
	100%	-	200%	5.00%	-	7.50%
	200%	-	300%	7.50%	-	10.00%
	300%	-	500%	10.00%	-	12.50%
Smaller	0%	-	25%	0.00%	-	-2.50%
	25%	-	50%	-2.50%	-	-5.00%
	50%	-	75%	-5.00%	-	-10.00%
	75%	-	*more than*	-10.00%	-	*or more*

The following table illustrates the size adjustments based upon a market derived 5 percent adjustment per each doubling/halving in size for the land market in the vicinity.

Adjustment for Size					
Comparable Number	**Comparable Size (Acres)**	**Subject Size (Acres)**	**% Difference In Size**	**Adj. Per Halving/Doubling**	**Indicated Adjustment**
Comparable 1	0.955	0.559	71%	5%	**4%**
Comparable 2	0.657	0.559	18%	5%	**1%**
Comparable 3	1.132	0.559	103%	5%	**5%**
Comparable 4	0.331	0.559	-41%	5%	**-4%**

Corner

A tract of land with corner influence can, in many cases, command a higher price per unit than a tract without corner influence. Corner influence typically becomes a more significant factor on price with retail and commercial properties situated along two primary thoroughfares in significantly developed urban areas. Given that the subject and the Comparables are located along secondary residential thoroughfares, benefit from corner influence is considered minimal. Therefore, no adjustments will be made.

Utilities

The next consideration is for the location and adequacy of utilities. The subject currently has access to all public utilities. Comparables 1, 2, and 4 have access to public utilities like the subject and will not be adjusted. Comparable 3 has access to electric and water utilities only and will be adjusted upward 10 percent.

Topography

This adjustment takes into consideration the topography (terrain) of the subject property and how *developable* the site is. The subject has a near level topography. All of the Comparables have similar topographical considerations and no adjustments will be made.

Zoning

The zoning classification a property possesses dictates the legally permissible uses that a site can be developed with, and hence, has a major influence on the value of a property. The subject site is currently zoned SF-1, Single Family Residential District. All of the Comparables have similar zoning restrictions compared to the subject, allowing similar developments and will not be adjusted.

Flood Plain

The next consideration is for the adverse influence of a tract being situated within the 100 or 500 year flood plain. The subject tract and all of the Comparables are located outside of the flood plain and will not be adjusted.

CONCLUSION OF LAND VALUE

Located below is an adjustment grid for the subject tract, followed by the range, mean (average), and standard deviation of the adjusted sales prices per square foot.

Adjustment Grid for Comparable Sales				
Sale Number	**1**	**2**	**3**	**4**
Sales Price/SF	$2.16	$2.10	$1.72	$2.36
Financing Terms	0.00	0.00	0.00	0.00
Property Rights Conveyed	0.00	0.00	0.00	0.00
Conditions of Sale	0.00	0.00	0.00	0.00
Expenditures After Sale	0.00	0.00	0.00	0.00
Market Conditions	0.13	0.13	0.17	0.31
Conditions Adj. Price/SF	$2.29	$2.23	$1.89	$2.67
Location	0%	0%	0%	0%
Size	4%	1%	5%	-4%
Corner	0%	0%	0%	0%
Utilities	0%	0%	10%	0%
Topography	0%	0%	0%	0%
Zoning	0%	0%	0%	0%
Flood Plain	0%	0%	0%	0%
Total Adjustment	4%	1%	15%	-4%
Adjusted Price/SF	$2.38	$2.25	$2.17	$2.56

$/SF	**All Data**	**Data Without High and Low Extremes**	**Data with Absolute Adjustments ≤ 5%**
Range	$2.17 - $2.56	$2.25 - $2.38	$2.25 - $2.56
Mean (Average)	$2.34	$2.32	$2.40
Standard Deviation	$0.17	$0.09	$0.16

All of the Comparables had a mean of $2.34 per square foot, while the mean of data without high and low extremes is $2.32 per square foot, and the data with the least absolute adjustments (<= 5%) had a mean of $2.40 per square foot. Comparable 1 is the least adjusted Comparable and has an adjusted sales price of $2.25 per square foot. Therefore, considering the foregoing analysis and giving emphasis to the Comparable 1, a market value opinion of $2.25 per square foot is considered to be reasonable for the subject tract.

However, as mentioned previously, a portion of the subject lies within the existing prescriptive right-of-way. According to surveys provided by the client (located in the Addendum Section), approximately 2,463 square feet of the subject lies within the prescriptive right-of-way.

The Easement Valuation Matrix located as follows provides a guide for allocating value of the fee simple interest between the easement estate (dominant estate) and the landowner's estate (servient estate). This exhibit was provided by an article entitled "Valuation of Easements" by Donald Sherwood, SR/WA, published in the November/December 2014 edition of *Right of Way Magazine.*

Easement Valuation Matrix

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	Major impact on surface use Conveyance of future uses	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	Location along a property line location across non-usable land area	Water or sewer line, cable lines
11% - 25%	Subsurface or air rights with minimal effect on use and utility Location with a setback	Air rights, water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface easement

This easement is assumed to permit ingress/egress by the property owner; however, the owner would not be permitted to construct any improvements within the easement area. The easement is not located across a non-usable area of the tract, and the use rights of the easement tract are considered to be almost entirely weighted towards the easement holder. Therefore, the prescriptive right-of-way is considered to comprise 95 percent of the fee simple value of the encumbered land, leaving 5 percent of its fee simple value for the subject. Thus, the "as is" market

value opinion for the subject property, land only, as of the effective date of the appraisal is calculated below:

Outside Prescriptive ROW:	21,870 square feet x $2.25 per square foot	=$49,208
Inside Prescriptive ROW:	2,463 square feet x $2.25 per square foot x 5%	= $277
Total:	24,333 square feet	= $49,485

Therefore, the market value of the whole property, including the contributory value of the improvements (calculated in the damages section), was $189,485 ($140,000 + $49,485).

SECTION V - VALUATION CONCLUSION

FINAL OPINION OF VALUE

VALUE OF THE WHOLE PROPERTY

The subject property consists of 0.559 acres (24,333 square feet) of land improved with a single family residence and other site improvements. The market value of the whole property, before the proposed acquisitions as of the effective date of appraisal (July 21, 2022) was:

"As Is" Market Value
($189,485)

VALUE OF THE PARTS TO BE ACQUIRED

The portions of the site from which property rights will potentially be acquired involve a 0.035 acre (1,514 square foot) right-of-way acquisition, a 0.005 acre (201 square foot) right-of-way acquisition, a 0.047 acre (2,028 square foot) drainage easement, and a 0.006 acre (270 square foot) drainage easement.

As mentioned previously, portions of the proposed acquisitions lie within the existing prescriptive right-of-way. Additionally, the prescriptive right-of-way is considered to comprise 95 percent of the fee simple value of the encumbered land, leaving 5 percent of its fee simple value for the subject. The following chart details the portions of each proposed acquisition area located within the existing prescriptive right-of-way.

Prescriptive ROW Portions			
Proposed Acquisition	**Total Area (SF)**	**In Prescriptive ROW**	**Outside of Prescriptive ROW**
ROW #1	1,514	1,514	0
ROW #2	201	201	0
Drainage #1	2,028	665	1,363
Drainage #2	270	83	187

Value of Proposed Right-of-way Acquisitions:

The portions of the property proposed to be acquired for a right-of-way involve 0.035 acres (1,514 square feet) and 0.005 acres (201 square feet). The portions of the site to be acquired are considered to have the same value per square foot as the remainder of the subject tract. Therefore, applying the per square foot value of the whole subject tract to the part to be acquired results in a value of the part to be acquired for a street right of way calculated as follows:

Right-of-way #1:

Outside Prescriptive ROW:	0 square feet	x $2.25 per square foot		= $0
Inside Prescriptive ROW:	1,514 square feet	x $2.25 per square foot	x 5%	= $170
Total:	1,514 square feet			= $170

Right-of-way #2:

Outside Prescriptive ROW:	0 square feet	x $2.25 per square foot		= $0
Inside Prescriptive ROW:	201 square feet	x $2.25 per square foot	x 5%	= $23
Total:	1,514 square feet			= $23

Value of Proposed Drainage Easements:

The portions of the site from which the proposed drainage easements are being acquired comprise 0.047 acres (2,028 square feet) and 0.006 acres (270 square feet). The easement taking encumbers some, but not all of the property rights of the land (fee simple interest) comprising the easement.

The Easement Valuation Matrix located as follows provides a guide for allocating value of the fee simple interest between the easement estate (dominant estate) and the landowner's estate (servient estate). This exhibit was provided by an article entitled "Valuation of Easements" by Donald Sherwood, SR/WA, published in the November/December 2014 edition of *Right of Way Magazine.*

Easement Valuation Matrix

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	Major impact on surface use Conveyance of future uses	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	Location along a property line location across non-usable land area	Water or sewer line, cable lines
11% - 25%	Subsurface or air rights with minimal effect on use and utility Location with a setback	Air rights, water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface easement

This easement is assumed to permit ingress/egress by the property owner after the acquisition; however, the owner would not be permitted to construct any improvements within the easement area. The easement is not located across a non-usable area of the tract, and the use rights of the easement tract after the taking are considered to be heavily weighted towards the easement holder. Therefore, the easement is considered to comprise 85 percent of the fee simple value of the encumbered land, and the value of the part to be acquired for the drainage easements is calculated as follows:

Drainage Easement #1:

Outside Prescriptive ROW:	1,363 square feet x $2.25 per square foot x 85%	= $2,607
Inside Prescriptive ROW:	665 square feet x $2.25 per square foot x 5% x 85%	= $64
Total:	2,028 square feet	= $2,671

Drainage Easement #2:

Outside Prescriptive ROW:	187 square feet x $2.25 per square foot x 85%	= $358
Inside Prescriptive ROW:	83 square feet x $2.25 per square foot x 5% x 85%	= $8
Total:	270 square feet	= $366

DAMAGES/ENHANCEMENTS

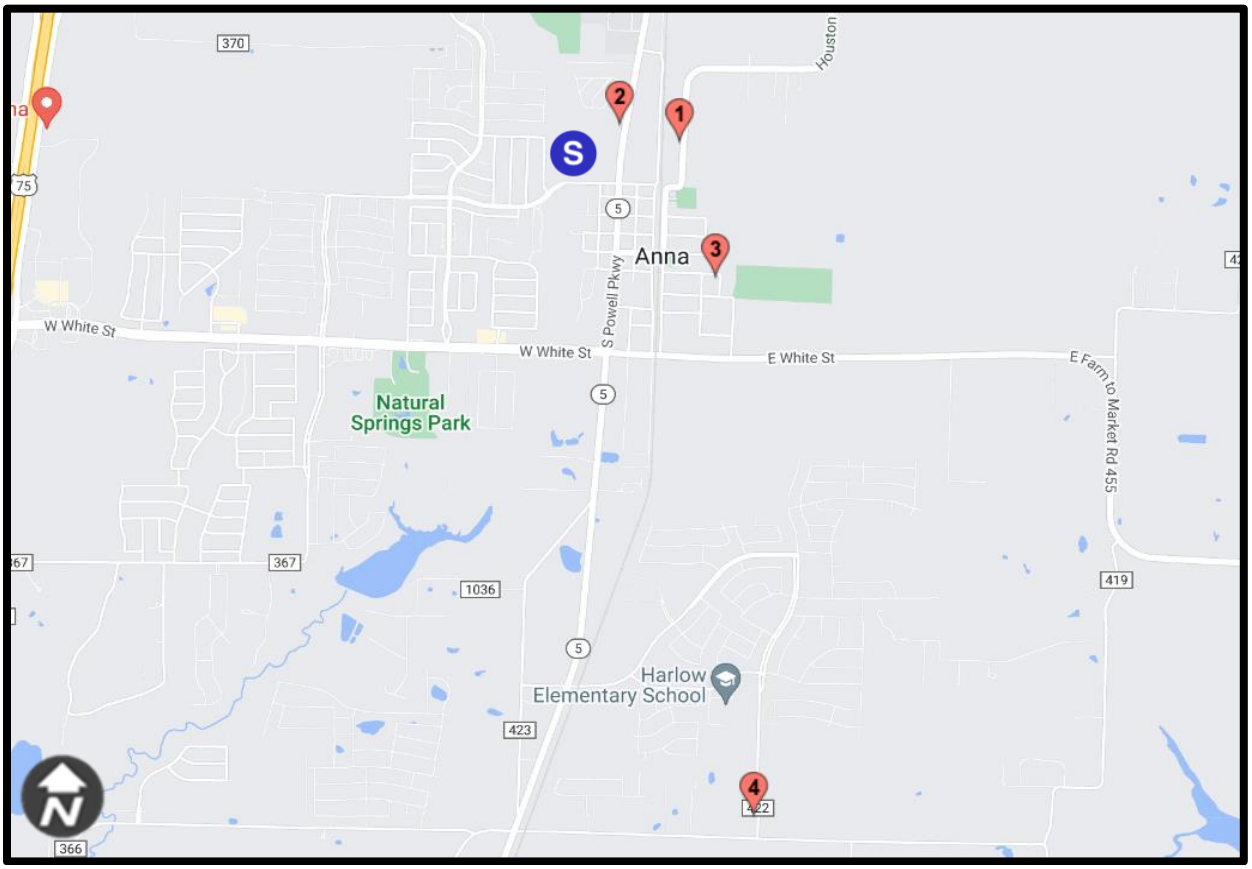
State law requires that enhancements to a remainder property in a condemnation acquisition be determined and used as an offset to any damages to the remainder property to calculate net damages.

Improvements Damages

The highest and best use, as vacant, is for residential use. Furthermore, the subject is improved with a single-family residence. Therefore, considering the highest and best use, as vacant, the improvements do contribute to property value above and beyond the value of the underlying land. Furthermore, an alternative use of the property would most likely not result in a higher value than the current use as a single family residence. Therefore, the continued operation of the existing residence results in the highest overall value considering the alternatives. In our opinion, the highest and best use of the site, as improved, is for continued use of the current residential improvements. The proposed acquisitions do damage the improvements as setback requirements will not be met from the new right-of-way. Additionally, the proposed drainage easements appear to encroach upon the improved portion of the subject. Thus, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants.

COMPARABLE HOME SALES

In order to estimate the damages from loss of the improvements, contributory value of the improvements will be estimated utilizing the following home comparables within the area. A map depicting the location of the sales in comparison to the subject property is located below.



Map Comparable Summary			
Map #	Date of Sale	Size (SF)	Sales Price PSF
1	3/14/22	1,360	$73.90
2	12/21/21	1,356	$85.55
3	8/20/21	1,323	$98.26
4	9/20/19	1,560	$96.79
S	-	**1,447**	**Subject**

COMPARABLE SALE NUMBER 1

PROPERTY IDENTIFICATION

Location:	709 N Sherley Ave Anna, TX
Legal Description:	Henry Brantley Survey, Abstract 71

TRANSACTION DATA

Grantor:	William Chesser Jr. & Marla Pinkston
Grantee:	Daniel Javier & Matthew Perez
Date of Sale:	March 14, 2022
Recording Information:	Doc #20220317000432590
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$18,750
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$187,500

Estimated Site Value PSF:	$2.00
Total Estimated Site Value:	$87,000
Contributory Sales Price:	$100,500

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,360 square feet
Condition and Appearance:	Good	**Land Area:**	1.000 acres
Year of Construction:	1950	**Amenities**	Shed
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	N/A		

UNITS OF COMPARISON

Sales Price PSF:	$137.87
Contributory Sales Price PSF:	$73.90

VERIFICATION

Contact Person:	Stacy Collinsworth	**Telephone Number:**	469-952-0269
Position:	Listing Agent		

COMMENTS

This property is located along the west line of North Sherley Road, north of East First Street in Anna, Texas.

COMPARABLE SALE NUMBER 2

PROPERTY IDENTIFICATION

Location:	805 N Powell Pkwy Anna, TX
Legal Description:	Henry Brantley Survey, Abstract 71

TRANSACTION DATA

Grantor:	Michael, Larry, & Thomas Montgomery
Grantee:	Joseph Mojarrad & Nocole Lu
Date of Sale:	December 21, 2021
Recording Information:	Doc #20220106000032240
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$155,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$155,000

Estimated Site Value PSF:	$2.50
Total Estimated Site Value:	$39,000
Contributory Sales Price:	$116,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Brick	**Gross Livable Area:**	1,356 square feet
Condition and Appearance:	Good	**Land Area:**	0.359 acres
Year of Construction:	1946	**Amenities**	N/A
Bedrooms/Bathrooms:	3/1	**Driveway**	Gravel
Garage:	N/A		

UNITS OF COMPARISON

Sales Price PSF:	$114.31
Contributory Sales Price PSF:	$85.55

VERIFICATION

Contact Person:	David Montgomery	**Telephone Number:**	214-585-4063
Position:	Seller/Agent		

COMMENTS
This property is located along the west line of Powell Parkway, north of Hackberry Lane in Anna, Texas.

COMPARABLE SALE NUMBER 3

PROPERTY IDENTIFICATION

Location:	204 Wortham St Anna, TX
Legal Description:	Gwyn Morrison Survey, Abstract 559

TRANSACTION DATA

Grantor:	Robbie Rollins
Grantee:	Cynthia Scibelli
Date of Sale:	August 20, 2021
Recording Information:	Doc #20210823001699950
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$175,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$175,000

Estimated Site Value PSF:	$2.50
Total Estimated Site Value:	$45,000
Contributory Sales Price:	$130,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,323 square feet
Condition and Appearance:	Good	**Land Area:**	0.410 acres
Year of Construction:	1953	**Amenities**	Fenced Yard
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	Carport		

UNITS OF COMPARISON

Sales Price PSF:	$132.28
Contributory Sales Price PSF:	$98.26

VERIFICATION

Contact Person:	Mickey Cody	**Telephone Number:**	972-987-3800
Position:	Listing Agent		

COMMENTS
This property is located at the southwest corner of 5th Street and Wortham Drive in Anna, Texas.

COMPARABLE SALE NUMBER 4

PROPERTY IDENTIFICATION

Location:	3122 CR 422 Anna, TX
Legal Description:	G Stark Survey, Abstract 798

TRANSACTION DATA

Grantor:	James & Linda Garvey
Grantee:	James Penny
Date of Sale:	September 20, 2019
Recording Information:	Doc #20190923001175690
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$216,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$216,000

Estimated Site Value PSF:	$1.50
Total Estimated Site Value:	$65,000
Contributory Sales Price:	$151,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,560 square feet
Condition and Appearance:	Good	**Land Area:**	1.000 acres
Year of Construction:	1959	**Amenities**	N/A
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	2 Car Attached		

UNITS OF COMPARISON

Sales Price PSF:	$138.46
Contributory Sales Price PSF:	$96.79

VERIFICATION

Contact Person:	Lisa Biddle	**Telephone Number:**	972-333-0301
Position:	Listing Agent		

COMMENTS

This property is located along the west line of County Road 422, north of Foster Crossing in Anna, Texas.

HOME SALES ANALYSIS

The process of comparing similar market sales to the subject property is fundamental to the sales comparison approach, and usually provides the most credible and reliable indication of value. If a comparable property has an element of comparison that is superior to the subject property, a downward adjustment is made to the comparable sale. If the element of comparison is inferior, then an upward adjustment is made. The adjustment process is not an exact science. Experience, knowledge and objectivity are required on the part of the appraiser for the application of the appropriate level of adjustment. Competent analysis leads us to a narrow range of variance among the adjusted comparable sales, and to a high degree of confidence in reconciliation. The analyses of the adjustments we considered relevant are found in the following paragraphs.

Summary of Comparable Sales

Sale No.	Location (Address)	Date of Sale	Year Built	BR/ BT	GLA (SF)	Amenities	Adjusted Sales Price PSF	Contributory Sales Price PSF
1	709 N Sherley Ave Anna, TX	March 14, 2022	1950	3/2	1,360	Shed	$137.87	$73.90
2	805 N Powell Pkwy Anna, TX	December 21, 2021	1946	3/1	1,356	N/A	$114.31	$85.55
3	204 Wortham St Anna, TX	August 20, 2021	1953	3/2	1,323	Fenced Yard	$132.28	$98.26
4	3122 CR 422 Anna, TX	September 20, 2019	1959	3/2	1,560	N/A	$138.46	$96.79
Subject:	506 Hackberry Ln Anna, TX	-	1950	3/1	1,447	Pool/Shed/Fence	-	-

Financing Terms

All of the comparable land sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property; therefore, no adjustments were required for advantageous seller financing.

Property Rights Conveyed

This adjustment involves the type of real property interest that is conveyed in a sales transaction. All of the comparable transactions conveyed fee simple ownership rights; thus, no adjustments were required for this factor.

Conditions of Sale

Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the seller wants to quickly liquidate his assets or where there is an atypical financial, business, friend or family relationship

between the principals involved which affect the selling price of the property. All of the Comparables had similar conditions of sale to that of the subject and will not be adjusted.

Expenditures After Sale

This adjustment accounts for any expenses the purchaser of the property occurs immediately after the purchase of the property. Some examples of these items could include environmental clean-up, demolition costs, deferred maintenance, HVAC replacement/repair, renovations, parking lot repair/replacement, cosmetic upgrades, etc... Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the buyer is aware that such expenditures after the sale must occur in order to operate the property sufficiently. Any necessary adjustments for Expenditures After Sale have been made within the individual Comparable write-ups. Therefore, no further adjustments are necessary.

Market Conditions

This adjustment is generally made after the other transactional adjustments have been made (property rights conveyed, financing, conditions of sale, and expenditures after sale). This adjustment addresses potentially differing market conditions between the subject property (date of appraisal), and the sales dates of the Comparables. As a test, the sales adjusted prices when compared to the subject were chronologically arrayed by sale date and only adjusted for the appropriate physical conditions in order to determine if adjustments for changing market conditions is warranted.

The table below depicts the Price/Sq. Ft. for each comparable which has been adjusted for the other transactional adjustments (property rights conveyed, financing, conditions of sale, and expenditures after sale). The % Physical Adjustment column indicates the total adjustments made for all physical characteristics (location, size, corner, utilities, topography zoning, flood plain, etc.) as shown in the adjustment grid at the conclusion of this section of the report. The Adjusted Price/Sq. Ft. is calculated by applying the % Physical Adjustment for each sale to its Price/Sq. Ft. By analyzing the comparable sales adjusted prices per square foot after all other adjustments have been made, trends in land prices over the time period may become apparent. However, given the small sample size, the appraisers' judgment is also relied upon based upon knowledge gained from experience in the market over this time period.

Market Conditions Comparison				
Comparable Number	**Date of Sale**	**Unadjusted Price/Sq. Ft.***	**Physical % Adjustment**	**Adjusted Price/Sq. Ft.**
Comparable 1	March 14, 2022	$73.90	4%	$76.86
Comparable 2	December 21, 2021	$85.55	9%	$93.25
Comparable 3	August 20, 2021	$98.26	-6%	$92.36
Comparable 4	September 20, 2019	$96.79	-10%	$87.11

*Inclusive of any necessary transactional adjustments

In closely analyzing the market Comparables, there appears to be an upward trend in sales prices. Additionally, market participants indicate that market conditions have been improving for this property type. Therefore, each Comparable will be adjusted upwards by 5 percent per year. This is subject to the COVID-19 statement discussed previously in this report. Therefore, in our opinion, the market conditions adjustments are considered reasonable.

Location

The axiom that "location is the most important physical characteristic of real estate" suggests that this component warrants paramount consideration in the adjustment process. Therefore, the locations of the Comparables are the first of the physical characteristics to be considered. The sales researched and included herein involve properties with similar highest and best uses as that of the subject. The subject property is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas.

Comparables 1, 2, and 3 are located in similar areas of development and along similar residential roadways as the subject. Therefore, Comparable 1, 2, and 3 will not be adjusted. Comparable 4 is located in a more rural area of the City of Anna and will be adjusted upward 5 percent.

Age/Condition

The subject improvements have an effective age of 35 years. As with any asset, as the useful life decreases, the value follows. The Comparables were compared to the subject property based upon their respective *effective ages*. The difference in the age of the improvements was divided by their effective life (50 years) in order to determine the difference in the useful life of the rents

vis-a-vis the subject property. The following calculations were done to arrive at a percentage adjustment for differences in the *effective age*s of the Comparables and the subject property.

Adjustment for Age/Condition of the Improvements							
Comparable Number	Comparable Eff. Age (CA)	Subject Eff. Age (SA)	Age Difference (CA-SA=AD)	Econ. Life (Yrs) (EL)	% Difference (AD÷EL=PD)	% Attributable to Building (PAB)	Indicated Adjustment (PD x PAB = IA)
Comparable 1	35	35	0	50	0.00%	100%	**0%**
Comparable 2	35	35	0	50	0.00%	100%	**0%**
Comparable 3	30	35	-5	50	-10.00%	100%	**-10%**
Comparable 4	25	35	-10	50	-20.00%	100%	**-20%**

Quality of Construction

The subject building is constructed of a wood frame, wood paneling exterior walls, with a pitched composition shingle roof. All of the Comparables have similar qualities of construction to the subject and will not be adjusted.

Amenities

The next consideration is for amenities. The subject has a fenced yard, a shed, and a pool. Comparable 1 has a shed like the subject but is still considered inferior to the subject. Thus, Comparable 1 will be adjusted upward 5 percent. Comparable 3 has a fenced yard like the subject but is still considered inferior to the subject. Thus, Comparable 3 will be adjusted upward 5 percent. Comparables 2 and 4 have inferior amenities to the subject and will be adjusted upward 10 percent.

Size

The subject has an improvement size of 1,447 square feet. Typically, smaller improvements sell for more per unit than larger improvements. In reviewing market trends and the data set, the market appears to recognize a difference in price for properties substantially different in size. A market observation witnessed throughout the Texas market area and most metropolitan areas in the southwest supports an adjustment of 5 to 15 percent for each halving/doubling in size. In this instance a 5 percent adjustment for each halving/doubling in size will be utilized.

Indicated Size Adjustments with a 5% Adjustment per Doubling / Halving						
	Variance of Comp from Subject			Indicated Adjustment Range		
Larger	0%	-	25%	0.00%	-	1.25%
	25%	-	50%	1.25%	-	2.50%
	50%	-	100%	2.50%	-	5.00%
	100%	-	200%	5.00%	-	7.50%
	200%	-	300%	7.50%	-	10.00%
	300%	-	500%	10.00%	-	12.50%
Smaller	0%	-	25%	0.00%	-	-2.50%
	25%	-	50%	-2.50%	-	-5.00%
	50%	-	75%	-5.00%	-	-10.00%
	75%	-	*more than*	-10.00%	-	*or more*

The following table illustrates the size adjustments based upon a market derived 5 percent adjustment per each doubling/halving in size for the home market in the vicinity.

Adjustment for Size					
Comparable Number	**Comparable Size (SF)**	**Subject Size (SF)**	**% Difference In Size**	**Adj. Per Halving/Doubling**	**Indicated Adjustment**
Comparable 1	1,360	1,447	-6%	5%	**-1%**
Comparable 2	1,356	1,447	-6%	5%	**-1%**
Comparable 3	1,323	1,447	-9%	5%	**-1%**
Comparable 4	1,560	1,447	8%	5%	**0%**

Garage

The next consideration is for the presence of a garage. The subject does not have a garage. Comparables 1, 2, and 3 do not have garages like the subject and will not be adjusted. Comparable 4 has a garage and will be adjusted downward 5 percent.

CONCLUSION OF LAND VALUE

Located below is an adjustment grid for the subject, followed by the range, mean (average), and standard deviation of the adjusted contributory sales prices per square foot.

Adjustment Grid for Comparable Sales				
Sale Number	**1**	**2**	**3**	**4**
Sales Price/SF	$73.90	$85.55	$98.26	$96.79
Financing Terms	0.00	0.00	0.00	0.00
Property Rights Conveyed	0.00	0.00	0.00	0.00
Conditions of Sale	0.00	0.00	0.00	0.00
Expenditures After Sale	0.00	0.00	0.00	0.00
Market Conditions	1.48	2.57	4.91	13.55
Conditions Adj. Price/SF	$75.38	$88.12	$103.17	$110.34
Location	0%	0%	0%	5%
Age/Condition	0%	0%	-10%	-20%
Quality of Construction	0%	0%	0%	0%
Amenities	5%	10%	5%	10%
Size	-1%	-1%	-1%	0%
Garage	0%	0%	0%	-5%
Total Adjustment	4%	9%	-6%	-10%
Adjusted Price/SF	$78.40	$96.05	$96.98	$99.31

$/SF	**All Data**	**Data Without High and Low Extremes**	**Data with Absolute Adjustments ≤ 20%**
Range	$78.40 - $99.31	$96.05 - $96.98	$78.40 - $96.98
Mean (Average)	$92.69	$96.52	$90.48
Standard Deviation	$9.62	$0.66	$10.47

All of the Comparables had a mean of $92.69 per square foot, while the mean of data without high and low extremes is $96.52 per square foot, and the data with the least absolute adjustments (<= 20%) had a mean of $90.48 per square foot. Therefore, considering the foregoing analysis, a contributory value opinion of $95.00 per square foot is considered to be reasonable for the subject. Thus, the contributory value of the improvements is as follows:

1,447 square feet x $95.00/SF = $136,465
Rounded to: $140,000

COSTS TO CURE

Costs to cure involve the contributory value of the site improvements acquired and costs to relocate site improvements which can be salvaged. As discussed previously, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants. Therefore, demolition costs will be estimated.

According to our research of building demolition costs as provided by various demolition companies and publications such as Riders Digest and Marshall & Swift, the cost to raze similar buildings range from $2.00 to $10.00 per square foot depending on the type of construction. The demolition costs for brick veneer buildings typically range from $2.00 to $5.00 per square foot, while demolition costs for higher technology construction can range up to $10.00 per square foot. The following demolition cost comparables indicate a range of demolition costs of $2.75 to $18.36 per square foot. The size and type of construction of the building can significantly impact the cost per square foot.

Demolition Cost Comparables

No.	Location	Building Size	Building Type	Year Built	Construction	Demo Cost/SF	
1a	Dallas	52,600	Auto repair/Office	1953/1960/1975	Steel Frame/Conc. Block	$7.73	*
1b	Dallas	52,600	Auto repair/Office	1953/1960/1975	Steel Frame/Conc. Block	$5.93	
2a	Dallas	43,845	Office	1956/1969	Concrete	$9.44	*
2b	Dallas	43,845	Office	1956/1969	Concrete	$5.02	*
2c	Dallas	43,845	Office	1956/1970	Concrete	$2.75	
3	Dallas	17,748	Church	1970	Wood Frame	$3.94	
4	Dallas	4,803	Med. Office/Rest.	1950's/1960's	Conc. Block/Brick	$18.36	*
5	Richardson	2,400	Restaurant	1960's	Conc. Block/Brick	$5.00	
6	Amarillo	8,571	Retail Center	1963	Concrete/Brick	$3.04	

* Included Asbestos Abatement

Given the wood siding residential construction of the improvements, a demolition cost estimate near the low end of the range of comparables or $3.00 per square foot is likely. Therefore, the demolition cost estimate of the single-family residence equals $4,341.

Furthermore, the pool will need to be razed and filled in order to make the subject site developable

in the future. Based on the appraisers' experience with similar properties, demolition cost for the pool is estimated to be $10,000. Therefore, the total cost to cure is estimated to be **$14,341.**

Opinions of Recommended Compensation

Value of the Whole Property:	**$189,485**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Remainder Before Acquisition:	**$186,255**
Remainder After Acquisition:	**$186,255**
Enhancements:	**$0**
Damages:	**$140,000**
Cost to Cure:	**$14,341**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Total Recommended Compensation:	**$157,571**

SECTION VI – CERTIFICATION & ASSUMPTIONS & LIMITING CONDITIONS

CERTIFICATION

The undersigned hereby certifies that, to the best of their knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial unbiased professional analyses, opinions, and conclusions of the undersigned.

3) Neither the undersigned, nor any associate of the appraiser, have any present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.

4) The undersigned have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5) The engagement of the undersigned in this assignment was not contingent upon developing or reporting predetermined results.

6) All analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

7) All analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations; in conformity with the Interagency Appraisal and Evaluation guidelines issued by the Office of the Comptroller of the Currency (OCC), the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervisions (OTS), and the National Credit Union Administration (NCUA) on December 2, 2010.

8) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

9) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10) No one provided significant real property appraisal assistance in the preparation of this appraisal report to the person(s) signing this certification.

11) As of the date of this report, Mitchell B. Todd, MAI and Michael A. Keane, MAI have completed the continuing education program for Designated Members of The Appraisal Institute.

12) The undersigned's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

13) The appraisal report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

14) Neither the undersigned nor any associate of the appraisers considered race, color, religion, sex, national origin, handicap, or familial status in determining the value of the subject property.

15) Todd Property Advisors, and Mitchell B. Todd, MAI, Michael A. Keane, MAI, and Jonathan D. Martin have rendered **no** services as an appraiser or in any other capacity regarding this property within the three-year period immediately preceding acceptance of this assignment.

16) Michael A. Keane, MAI and Jonathan D. Martin made a personal inspection of the property that is the subject of this report on July 21, 2022. Mitchell B. Todd, MAI did not conduct a physical inspection of the property.

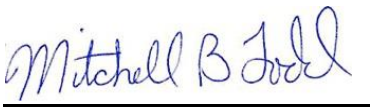
17) In our opinion, and after careful consideration of the various factors entering into this appraisal, the following illustrates the "as is" market value for the subject property and the recommended compensation as of the effective date of appraisal, July 21, 2022:

Opinions of Recommended Compensation

Value of the Whole Property:	**$189,485**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Remainder Before Acquisition:	**$186,255**
Remainder After Acquisition:	**$186,255**
Enhancements:	**$0**
Damages:	**$140,000**
Cost to Cure:	**$14,341**
Value of the Part Acquired (0.035 Acre Right-Of-Way):	**$170**
Value of the Part Acquired (0.005 Acre Right-Of-Way):	**$23**
Value of the Part Acquired (0.047 Acre Drainage Easement):	**$2,671**
Value of the Part Acquired (0.006 Acre Drainage Easement):	**$366**
Total Recommended Compensation:	**$157,571**

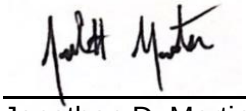
18) Extraordinary Assumption: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

Respectfully submitted,



Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com

Michael A. Keane, MAI
Senior Vice President
State Certification #TX-1380384-G
michael@toddpa.com



Jonathan D. Martin
Appraisal Associate
State Certification #TX-1381200-G
jonathan@toddpa.com

ASSUMPTIONS AND LIMITING CONDITIONS

1) No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title of the subject property, which is presumed to be good and marketable. The legal description is assumed to be correct as used in this report.

2) The property is appraised as though free and clear of any or all liens or encumbrances unless stated.

3) The property is assumed to be under responsible ownership and competent management.

4) The appraisers have not independently verified all of the information furnished or assumptions made with respect to the appraisal unless otherwise indicated and therefore is not responsible for their content or their effect on the market value of the property. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5) All engineering is assumed to be correct. The maps or other illustrative materials included in this report are intended only to depict spatial relationships. They are not measured surveys nor measured maps, and the appraiser is not responsible for cartographic or surveying errors. Dimensions and areas of the subject property and of the comparables were obtained by various means and are not guaranteed to be exact.

6) The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

7) The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

8) This appraisal is based on the assumption that all applicable zoning, building, and use restrictions for all types have been complied with, unless a nonconformity has been stated, defined, and considered in report.

9) The assumption has been made that all required licenses, consents, permits or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is not such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

11) This appraisal is based on the assumption that the use of the land and improvements is within the boundaries of the subject property and there is no trespass or encroachment unless otherwise noted in the report.

12) The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

13) Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraisers.

14) The appraisers are not obligated to provide any other services, including but not limited to, testimony in court or before any other body charged with interpretation of enforcement of the appraisal.

15) No portion of the appraisal may be reproduced in whole or in part without the prior written consent of the appraisers. The validity of the appraisal is expressly conditioned upon consideration of its entirety.

16) Due to the nature of real estate valuation and the complexities of external and internal factors which dictate the market value of any real estate, and the rapid changes and fluctuations with respect to the valuation of real estate, the opinion of the appraisers set forth in the appraisal concerning the market value of the property is reliable as of the effective date and should not be considered as reliable at any time thereafter.

17) The appraisers make no guarantee or warranty, whether implied or expressed, concerning the market value set forth in the appraisal. The appraisal merely sets forth the appraisers opinion of such market value based upon information obtained by the appraisers and assumptions made by the appraisers with respect to the property.

18) The appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

19) Subsurface Rights (minerals and oil) were not considered in this appraisal unless otherwise specifically stated.

20) The State of Texas does not have full disclosure laws regarding real estate transactions. Therefore, the appraisers necessarily confirmed all sales and rental comparables with brokers, property managers, mortgage brokers, grantors, grantees and other parties familiar with the transaction. The appraiser's data is limited by the accuracy of the information supplied by the aforementioned individuals. Whenever possible, the information was verified by county records.

21) The value conclusion within this report is contingent upon the site being in full compliance with city codes, and that no contamination has occurred at the site. A Phase I Environmental Study was not provided, and the appraisers accept no responsibility as to the current status of property with respect to environmental contaminants. It is recommended that if a Phase I study has not been performed, that an expert in this field be engaged to identify any hazardous materials and substances existing on the property.

22) It is assumed there is full compliance with all requirements of Title III, of the Americans with Disabilities Act (ADA) which became effective January 26, 1992 unless non-compliance is stated, defined, and considered in the appraisal report. No responsibility is assumed by the appraisers for any such conditions, or for any expertise or architectural/design knowledge and cost required to identify such non-compliance.

23) As used in professional appraisal practice the term "inspection" is "a personal observation of the exterior and/or interior of the real property that is the subject of an assignment. The purpose of an appraiser's inspection is to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility." Inspection is considered a term of art in the appraisal profession and does not have the same meaning as it might have in other professions such as engineering or architecture or in other design or construction related professions. Additionally, it does not infer any obligation to investigate.

24) <u>Extraordinary Assumption</u>: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

SECTION VI - ADDENDUM

QUALIFICATIONS OF MITCHELL B. TODD, MAI

EXPERIENCE

1/94 to Present	**President** – Todd Property Advisors, Real Property Analysts, Inc.; Dallas, Texas
7/92 to 1/94	**Vice President** - Beer-Wells-Vaughan, Commercial Property Analysts; Dallas, Texas
6/86 to 7/92	**Vice President** - Noyd & O'Connell, Inc.; Real Estate Appraisers & Consultants; Dallas, Texas (2/90-7/92); Houston, Texas (6/86-1/90)

During Mr. Todd's tenure as a real estate appraiser, he has prepared numerous valuations on a variety of high profile and complex income producing real estate developments. Additionally, Mr. Todd has been involved in the valuation of numerous single family and multi-family residential properties during his career. These assignments required analytical, communication, and problem-solving skills which Mr. Todd has continually enhanced since his inception into the profession. During the last several years, as the Dallas/Fort Worth residential market has expanded and mortgage interest rates have been at attractive levels, Mr. Todd has gained significant experience in the appraisal of single family residential properties for the purpose of obtaining mortgage financing.

Some of the more complex assignments in which Mr. Todd has completed appraisals involve numerous parcels assembled by the City of Dallas for the American Airlines Center and the new performing arts center in the Arts District; Reunion Arena and adjacent parking facilities, The Grand Hotel and the Mercantile Complex in the Dallas CBD; the proposed Bank One Building in the Fort Worth CBD; the Hughes Aircraft Facility in Las Cruces, New Mexico; the Stephens Graphics Manufacturing Facility in Dallas, Texas; the Radisson Inn Tulsa Airport in Tulsa, Oklahoma, the Trophy Club Development (all remaining lots, acreage, and disputed acreage) of Denton County, Texas; the Eldorado Subdivision (all remaining lots and acreage) in McKinney, Texas; the Stonebriar Community Church in Frisco, Texas; the Trinity Terrace Retirement Center in Fort Worth, Texas; the San Antonio Savings Association Headquarters Building in San Antonio, Texas and numerous portfolios of credit tenant retail projects, office buildings, charter schools, full service car washes and extended stay lodging facilities across Texas and the United States.

PROFESSIONAL LICENSE AND AFFILIATIONS

Designated member of The Appraisal Institute - MAI #9379.
State Certified General Real Estate Appraiser

Texas Certificate #	TX-1323514-G
Oklahoma Certificate #	1287CGA
Arkansas Certificate #	CG3379

Registered Property Tax Consultant, State of Texas (Registration #00002555).
Licensed Broker by the Texas Real Estate Commission (License #0364803)
Member - Society of Texas A&M Real Estate Professionals

EDUCATION

Master's Degree - Land Economics and Real Estate, Texas A&M University, 1986.
Bachelor of Science Degree - Agricultural Economics, Texas A&M University, 1984.

The Land Economics and Real Estate curriculum at Texas A&M University is one of only three degree programs in the United States which have been sanctioned by The Appraisal Institute for post-graduate studies in commercial real estate appraisal. During his pursuit of the Master's degree, Mr. Todd served as a graduate teaching assistant for several undergraduate courses, including real estate appraisal curriculum. Mr. Todd received the Master's degree in May 1986. Prior to his post-graduate studies, Mr. Todd received a Bachelor of Science Degree in December 1984, graduating with *Magna Cum Laude* honors.

The Appraisal Institute courses completed by Mr. Todd include: Standards of Professional Appraisal Practice, Principles of Appraisal, Basic Valuation, Capitalization Theory - Part A, Capitalization Theory - Part B, Case Studies in Real Estate Valuation, Report Writing and Valuation Analysis, and received a passing grade on both the Comprehensive Examination and the Demonstration Report. Mr. Todd was awarded the designation of MAI in May 1992. The Appraisal Institute conducts a program of continuing professional education for its designated members. MAI and SRA members who meet the minimum standards of the program are awarded periodic educational certification. Mr. Todd is currently certified under this program. Mr. Todd serves on the Region 8 Ethics and Counseling Regional Panel of the Appraisal Institute.

Other college level real estate courses and seminars completed by Mr. Todd include: Real Estate Development Analysis, Real Property Valuation, Building Construction Practices, Rural Real Estate Appraisal, Understanding Limited Appraisals and Reporting Options, ASB Informational Meeting, and Texas Property Tax Law.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Mitchell Brian Todd**

License #: **TX 1323514 G**

License Expires: **08/31/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

QUALIFICATIONS OF MICHAEL A. KEANE, MAI

EXPERIENCE

8/15 – Present	**Senior Vice President** – Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas
10/12 – 8/15	**Senior Appraiser** – Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas
10/09 – 10/12	**Appraisal Associate** – Beer-Wells-Todd, Real Property Analysts, Inc.; Frisco, Texas

During Michael's tenure as a real estate appraiser and appraisal research assistant, he has assisted in the preparation and market research for numerous valuations on a variety of commercial real estate developments. These properties consisted of various single and multiple tenant industrial, general office, medical office, and retail facilities as well as residential subdivision developments, multifamily developments, and user specific and special purpose properties such as automotive repair/service, full and self-serve car wash facilities, airplane hangars, fixed base operations, flight schools, marinas, ice skating rinks, and bill board properties. Michael has also appraised properties for eminent domain/partial taking purposes.

Michael's responsibilities involve performing property inspections as well as analyzing market trends, collecting and analyzing market data, analyzing subject property income and expense information, estimating reproduction costs and depreciation as well as utilizing all aforementioned data to perform real property appraisals.

PROFESSIONAL LICENSE AND AFFILIATIONS

Designated Member of The Appraisal Institute - MAI

State Certified General Real Estate Appraiser
Texas Certificate # TX-1380384-G

EDUCATION

Master's Degree - Land Economics and Real Estate - Texas A&M University, 2008

Bachelor of Science Degree – Sport Management - Texas A&M University, 2007.
Minor in Business Administration

The Land Economics and Real Estate curriculum at Texas A&M University is one of only three degree programs in the United States which have been sanctioned by The Appraisal Institute for post-graduate studies in commercial real estate appraisal. During his pursuit of the Master's degree, Michael completed various real estate and financial oriented courses including Real Property Valuation I & II, Real Property Finance, Real Estate Development, Financing Real Estate Investments, Money and Capital Markets, and Commercial Real Estate Law. Michael received the Master's degree in December 2008. Prior to his post-graduate studies, Michael received a Bachelor of Science Degree in August 2007.

Texas Appraiser Licensing and Certification Board certified courses completed by Michael include: Appraisal Principles, Appraisal Procedures, Sales Comparison Approach, Income Approach Parts 1 & 2, Finance Statistics and Valuation Modeling, Site Valuation and Cost Approach, Business Practices and Ethics, and Uniform Standards of Professional Appraisal Practice receiving a passing grade on all course examinations.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **MICHAEL ANDREW KEANE**

License #: **TX 1380384 G** License Expires: **11/30/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Jonathan David Martin**

License #: **TX 1381200 G** License Expires: **06/30/2024**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

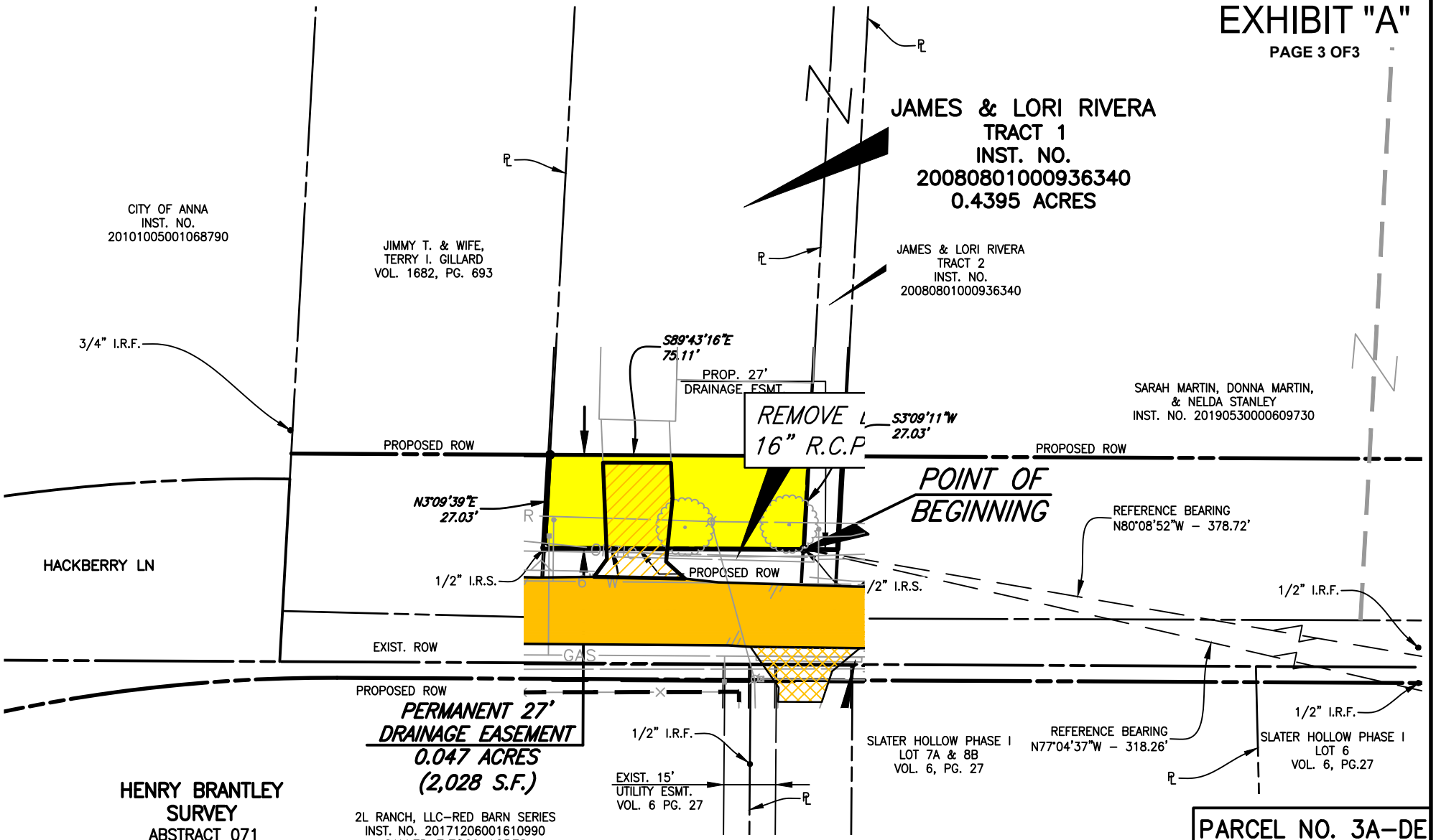
For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

REVISED: 12/2/21 - JJACOBS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03A_RIVERA DRAINAGE EASEMENT.dwg

EXHIBIT "A"

PAGE 3 OF3



PARCEL NO. 3A-DE

NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 07/08/2021.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

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.

GARY C. HENDRICKS, R.P.L.S.
NO. 5073
DATE: DECEMBER 2021

CITY OF ANNA, TEXAS

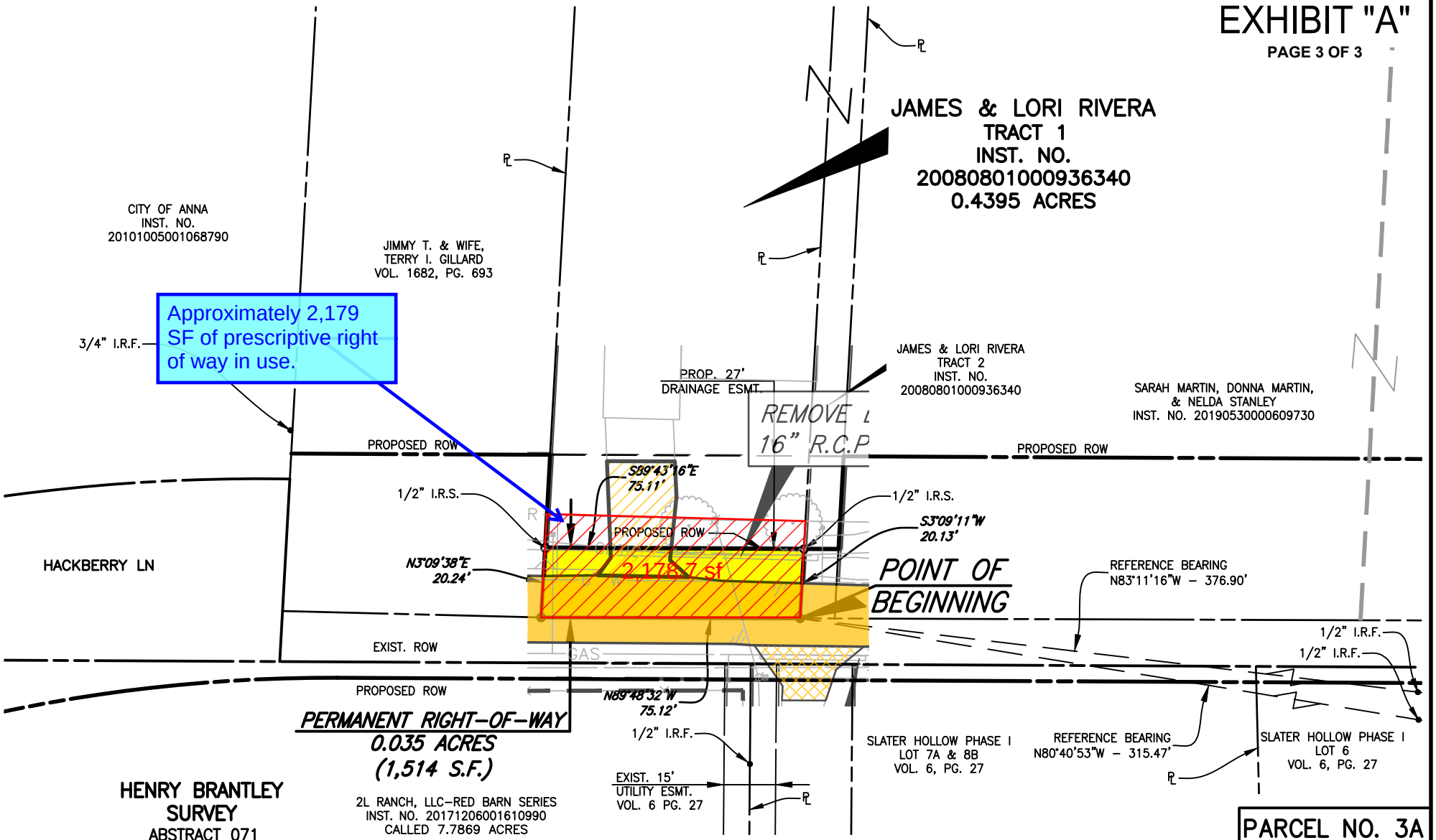
JAMES & LORI RIVERA DRAINAGE EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER
2021

EXHIBIT "A"

PAGE 3 OF 3



PARCEL NO. 3A

NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD–83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 07/08/2021.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

40.0 ft

0 40

1 INCH = 40 FEET

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.

GARY C. HENDRICKS, R.P.L.S.
NO. 5073
DATE: DECEMBER 2021

CITY OF ANNA, TEXAS

JAMES & LORI RIVERA
PERMANENT RIGHT-OF-WAY

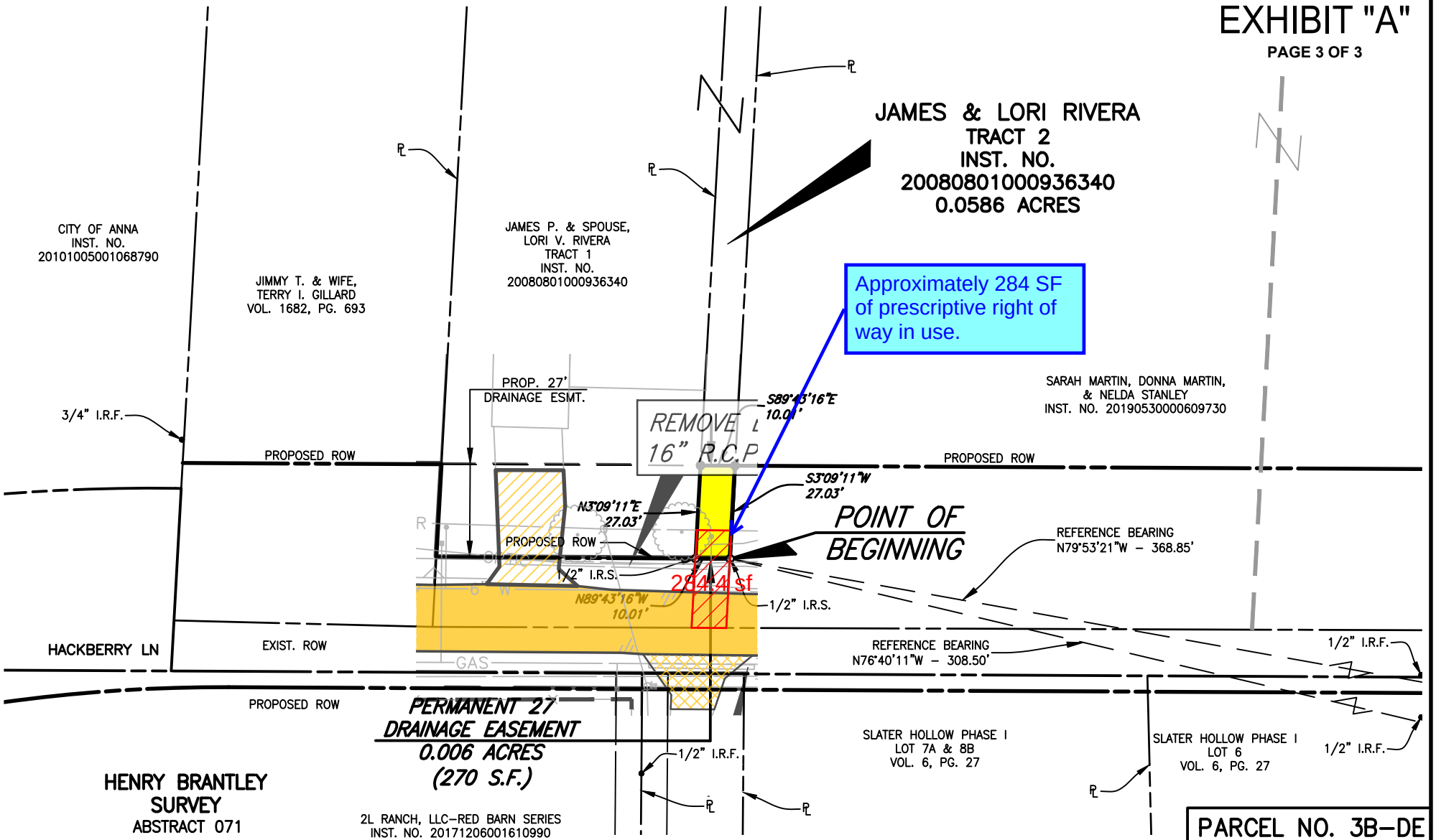
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER
2021

REVISED: 12/2/21 – JJACOBS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03A_RIVERA TRACT 1.dwg

EXHIBIT "A"

PAGE 3 OF 3



PARCEL NO. 3B-DE

NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 07/08/2021.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

40.0 ft

0 40

1 INCH = 40 FEET

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.

GARY C. HENDRICKS, R.P.L.S.
NO. 5073
DATE: DECEMBER 2021

CITY OF ANNA, TEXAS

JAMES & LORI RIVERA DRAINAGE EASEMENT

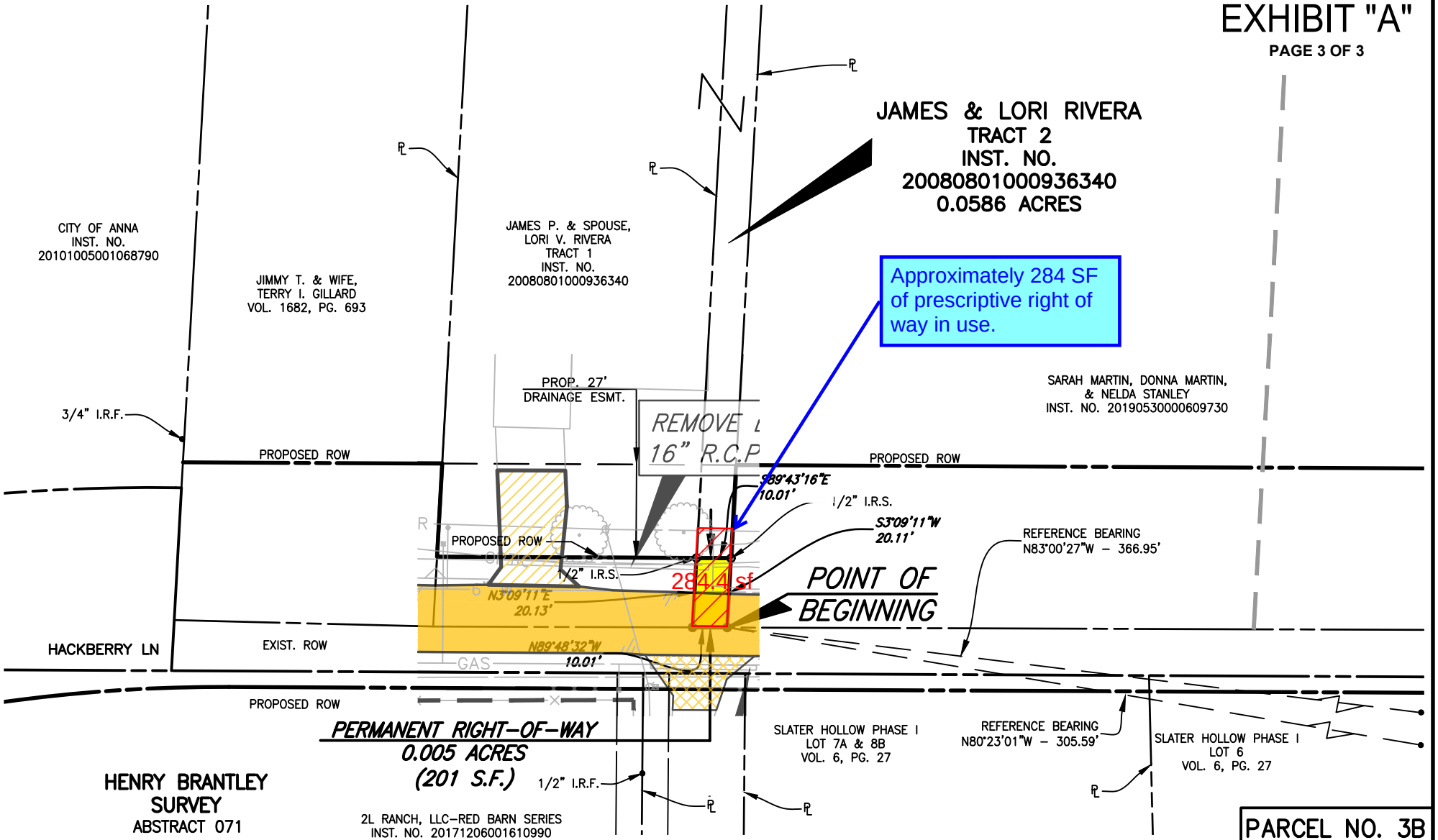
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER
2021

REVISED: 12/2/21 - JJACOBS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03B_RIVERA TRACT 2 DRAINAGE EASEMENT

EXHIBIT "A"

PAGE 3 OF 3



PARCEL NO. 3B

NOTES:

1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD–83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 07/08/2021.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

40.0 ft

0 40

1 INCH = 40 FEET

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.

GARY C. HENDRICKS, R.P.L.S.
NO. 5073
DATE: DECEMBER 2021

CITY OF ANNA, TEXAS

JAMES & LORI RIVERA
PERMANENT RIGHT-OF-WAY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE FIRM 526; SERV. FIRM 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER
2021

REVISED: 12/2/21 – JJACOBS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 03B_RIVERA TRACT 2.dwg

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding One Anna Two Addition, Block A, Lot 4R Development Agreement. (Director of Development Services Ross Altobelli)

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. Additionally, the development agreement includes construction deadlines associated with the hotel 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:

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 rezoning request.

ATTACHMENTS:

1. Resolution - DA (One Anna Two Addn, Bl A, Lt 4R - Hotel)
2. Final Development Agreement - SUP Hotel (12-6-22)
3. Exhibit 1 - DA (Metes & Bounds)
4. Exhibit 2 - DA (CP - One Anna Two Addn, Bl A, Lt 4R)

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/6/2022
Ross Altobelli, Director of Development Services	Approved - 12/6/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH NORTH TEXAS HOCO, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MOTOR HOTEL LOCATED ON THE EAST SIDE OF STANDRIDGE BOULEVARD, 1,040± FEET NORTH OF SUZIE LANE.

WHEREAS, North Texas Hoco, LLC is the Property Owners of real estate generally located on the east side of Standridge Boulvard, 1,040± feet North of Suzie Lane; and

WHEREAS, Property Owners desire to rezone the subject property to allow for a motor hotel; and

WHEREAS, Property Owners have 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 North Texas Hoco, LLC., 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 13th day of December 2022.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of December 13, 2022 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and North Texas HOCO, 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, the current zoning classification of the Property is Planned Development (PD) (the “Original Zoning Classification”); and,

WHEREAS, the Owner has applied to rezone the Property to allow for a Specific Use Permit to allow for a motor hotel (the “Zoning Change”); 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, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future hotel development is 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 development 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 development 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.

Nonresidential Buildings

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. The use of other high-quality materials for building trim, architectural decoration, and other design elements shall not be precluded; however, they are subject to approval by the zoning administrator and should contribute to the overall design concept.

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, rock veneer, and/or split face concrete masonry units.

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:
North Texas HOCO, LLC
c/o Ivy P3 Group
4300 MacArthur Avenue, Suite 175
Dallas, TX 75209
Attn: Andrew Bossen / Robert Colombo

Cc: John M. Theirl
Theirl Wilson PLLC
5151 Belt Line Road, Suite 826
Dallas, Texas 75254

SECTION 4. DEADLINES, 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. 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 13th day of December 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 60 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.

2. Within 120 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the hotel development), and civil plans.

3. A preconstruction meeting between Owner and City staff shall occur within 90 days of final approval of the civil plans.

4. Site construction pursuant to final approved civil plans must commence within 60 days after the preconstruction meeting.

5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the ”Building Plans”) no later than 180 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the hotel development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).

6. Recordation in the Official Records of Collin County, Texas of the hotel development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the hotel developments final plat and obtaining a building permit.

C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

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.

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 Defaulting Owner shall be liable to pay to the City the sum of $2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said $2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice

of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur.

C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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 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 therefrom 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 (but not including the COVID-19 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. 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

North Texas HOCO, LLC

By:_____
Andrew Bossen, its Manager

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS
Before me, the undersigned notary public, on the____day of_____, 2022, appeared _____, 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 property owner

_____
Notary Public, State of Texas

EXHIBIT “1”
PROPERTY DESCRIPTION

EXHIBIT "2"
CONCEPT PLAN

EXHIBIT 1

Anna Hotel Site

BEING a tract of land situated in the W.S. Rattan Survey Abstract No. 752, City of Anna, Collin County, Texas, and being part of Lot 3, Block A of One Anna Two Addition, an addition to the City of Anna, Collin County, Texas according to the plat thereof recorded in Instrument No. 20120607010002180, Official Public Records, Collin County, Texas; same being a portion of that tract of land conveyed to Anna Investments, LLC by deed recorded in Instrument No. 20180622000777080, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a TxDOT concrete monument found for corner in the west right-of-way line of US Highway No. 75 (a variable width right-of-way) at the northeast corner of said Lot 3;

THENCE S 89°04'37" W, departing said west right-of-way line of US Highway 75 and with the north line of said Lot 3, a distance of 352.41 feet to the **POINT OF BEGINNING**;

THENCE departing said north line of Lot 3, the following courses and distances:

S 07°37'25" W, a distance of 320.70 feet to a point for corner;

N 82°26'42" W, a distance of 437.43 feet to a point for corner in the east right-of-way line of Standridge Boulevard (an 80-foot wide right-of-way) and the west line of said Lot 3; said point being the beginning of a non-tangent curve to the left;

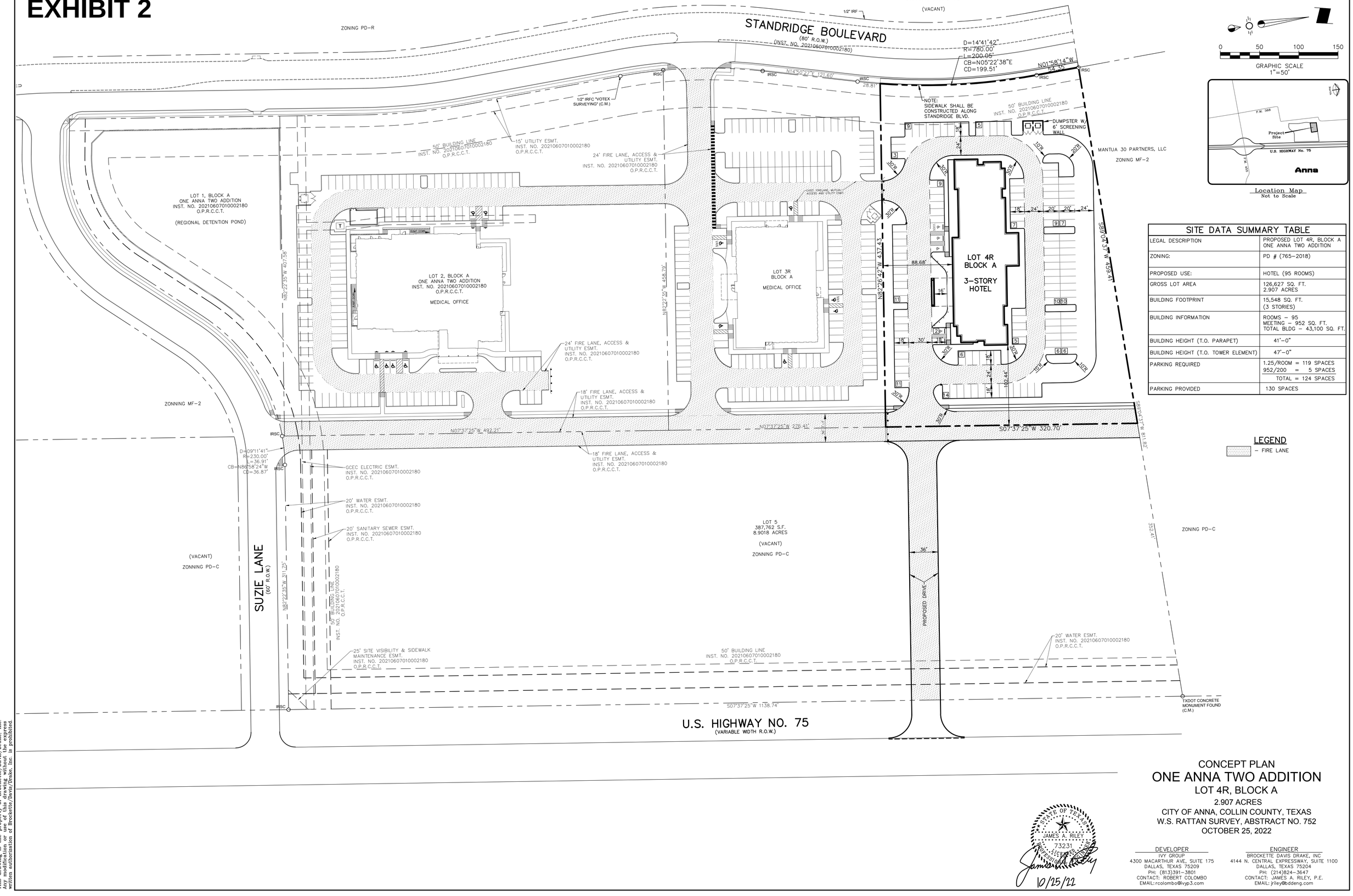
THENCE with said east right-of-way line and said west line of Lot 3, the following courses and distances:

In a northeasterly direction with said curve to the left, having a central angle of 14°41'43", a radius of 780.00 feet, a chord that bears N 05°22'38" E, a distance of 199.51 feet, and an arc length of 200.05 to a point at the end of said curve;

N 01°58'14" W, a distance of 54.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" found for the northwest corner of said Lot 3;

THENCE N 89°04'37" E, departing said east right-of-way line of Standridge Boulevard and with the north line of Lot 3, a distance of 459.41 feet to the **POINT OF BEGINNING** and containing 126,627 square feet or 2.907 acres of land more or less.

EXHIBIT 2



Location Map
Not to Scale

SITE DATA SUMMARY TABLE	
LEGAL DESCRIPTION	PROPOSED LOT 4R, BLOCK A ONE ANNA TWO ADDITION
ZONING:	PD # (765-2018)
PROPOSED USE:	HOTEL (95 ROOMS)
GROSS LOT AREA	126,627 SQ. FT. 2.907 ACRES
BUILDING FOOTPRINT	15,548 SQ. FT. (3 STORIES)
BUILDING INFORMATION	ROOMS - 95 MEETING - 952 SQ. FT. TOTAL BLDG - 43,100 SQ. FT.
BUILDING HEIGHT (T.O. PARAPET)	41'-0"
BUILDING HEIGHT (T.O. TOWER ELEMENT)	47'-0"
PARKING REQUIRED	1.25/ROOM = 119 SPACES 952/200 = 5 SPACES TOTAL = 124 SPACES
PARKING PROVIDED	130 SPACES

LEGEND
- FIRE LANE

©Copyright 2022 Brockette/Davis/Drake, Inc. All Rights Reserved.
This drawing is the property of Brockette/Davis/Drake, Inc.
Any modification or use of this drawing without the express
written authorization of Brockette/Davis/Drake, Inc. is prohibited.

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED
PROFESSIONAL ENGINEER
10/25/22

CONCEPT PLAN
ONE ANNA TWO ADDITION
LOT 4R, BLOCK A
2.907 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
W.S. RATTAN SURVEY, ABSTRACT NO. 752
OCTOBER 25, 2022

DEVELOPER
IVY GROUP
4300 MACARTHUR AVE, SUITE 175
DALLAS, TEXAS 75209
PH: (813)391-3801
CONTACT: ROBERT COLOMBO
EMAIL: rcolombo@ivyp3.com

ENGINEER
BROCKETTE DAVIS DRAKE, INC
4144 N. CENTRAL EXPRESSWAY, SUITE 1100
DALLAS, TEXAS 75204
PH: (214)824-3647
CONTACT: JAMES A. RILEY, P.E.
EMAIL: jriley@bddeng.com

Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance for a Specific Use Permit (SUP) for a hotel on one lot on 2.9± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. (Director of Development Services Ross Altobelli)

SUMMARY:

The public hearing was initially opened at the Tuesday, November 22, 2022 City Council meeting and continued and held open until the Tuesday, December 13, 2022 City Council meeting.

The applicant is requesting a Specific Use Permit (SUP) for a motor hotel. The Zoning Ordinance defines a motor hotel as:

A building or group of buildings designed for and occupied as a temporary dwelling place, providing four or more room units for compensation, and where an office and register is maintained separately and apart from any of the rooms or units provided for the customers and where the operation is supervised by a person or persons in charge at all hours. A motel, motor hotel, or motor lodge may include restaurants, club rooms, banquet halls, ballrooms and meeting rooms as accessory uses.

The subject property is undeveloped and zoned Planned Development (Ord. No. 765-2018).

A concept plan for the motor hotel, One Anna Two Addition, Block A, Lot 4R, accompanies this request.

Surrounding Land Use and Zoning

North Undeveloped land zoned PD-General Business District (PD-C-2) (Ord No. 860-2020)
East Undeveloped land zoned PD (Ord. No. 765-2018)
South Under construction, medical office building, zoned PD (Ord. No. 765-2018)
West Under construction, single-family dwellings, detached. Villages of Hurricane Creek, zoned PD (Ord. No. 886-2020)

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 Zoning Ordinance and Planned Development allows motor hotel within the Restricted and General Commercial districts with approval of a SUP.

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 requested use (motor hotel) is appropriate for the proposed location. The Planning & Zoning Commission recommended approval.

Stipulations

During the November Council meeting, concerns were expressed regarding the type of hotel being proposed and stipulations that could be placed on the SUP to ensure a quality project. To address those concerns the applicant is entering into a Development Agreement with the city to address building material and construction timelines and is proposing development stipulations that will be placed on the SUP requiring;

1. Minimum height: 3 stories

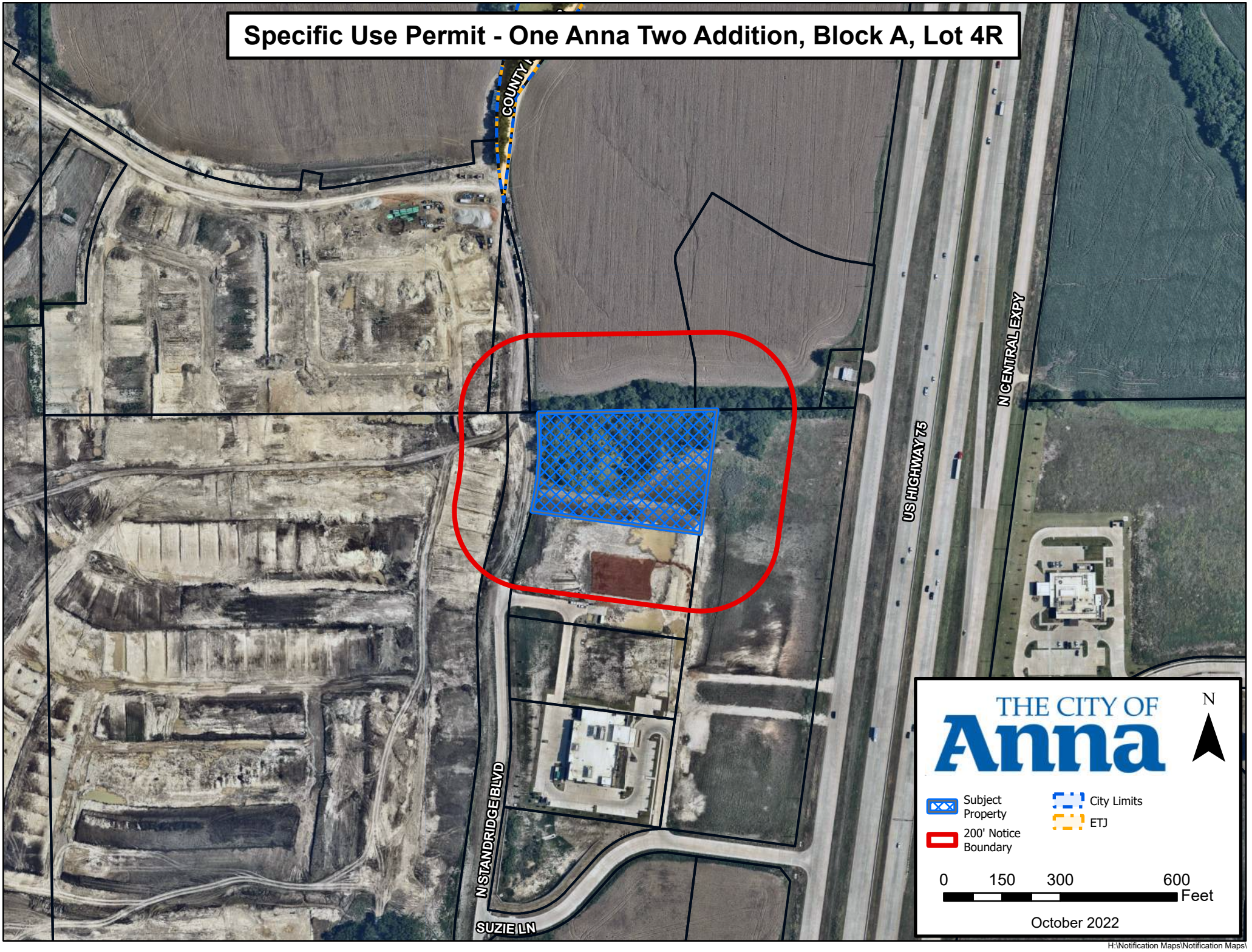
2. Building Design: All motor hotel rooms shall be accessed via internal corridors from the hotel lobby area

ATTACHMENTS:
1. One Anna Two Addition Block A Lot 4R Locator Map
2. Ordinance - (SUP) Motor Hotel - One Anna Two Addn, Block A, Lot 4R
3. Exhibit A - Ord. (SUP motor hotel)
4. Exhibit B - Ord. (CP - One Anna Two Addn, Bl A, Lt 4R)
5. PZ - STAFF REPORT (Zoning) - One Anna Two Addn, Bl A, Lt 4R SUP

APPROVALS:
Ross Altobelli, Director of Development Services Created/Initiated - 12/5/2022

Ross Altobelli, Director of Development Services	Approved - 12/5/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Specific Use Permit - One Anna Two Addition, Block A, Lot 4R



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS
(Specific Use Permit for Motor Hotel)

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 North Texas HOCO, LLC on Property identified as One Anna Two Addition, Block A, Lot 4R as shown on Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property is zoned Planned Development (Ordinance No. 765-2018); 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 motor hotel as depicted in the Concept Plan on the attached Exhibit B.

1. **Development Standards.**

   A. Standards and Area Regulations: The motor hotel must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening,

landscaping, accessory buildings, signs, and lighting, set forth in the Planned Development zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Minimum height: 3 stories

2. Building Design: All motor hotel rooms shall be accessed via internal corridors from the hotel lobby area

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 13th day of December 2022.

ATTESTED:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

EXHIBIT A

Anna Hotel Site

BEING a tract of land situated in the W.S. Rattan Survey Abstract No. 752, City of Anna, Collin County, Texas, and being part of Lot 3, Block A of One Anna Two Addition, an addition to the City of Anna, Collin County, Texas according to the plat thereof recorded in Instrument No. 20120607010002180, Official Public Records, Collin County, Texas; same being a portion of that tract of land conveyed to Anna Investments, LLC by deed recorded in Instrument No. 20180622000777080, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a TxDOT concrete monument found for corner in the west right-of-way line of US Highway No. 75 (a variable width right-of-way) at the northeast corner of said Lot 3;

THENCE S 89°04'37" W, departing said west right-of-way line of US Highway 75 and with the north line of said Lot 3, a distance of 352.41 feet to the **POINT OF BEGINNING**;

THENCE departing said north line of Lot 3, the following courses and distances:

S 07°37'25" W, a distance of 320.70 feet to a point for corner;

N 82°26'42" W, a distance of 437.43 feet to a point for corner in the east right-of-way line of Standridge Boulevard (an 80-foot wide right-of-way) and the west line of said Lot 3; said point being the beginning of a non-tangent curve to the left;

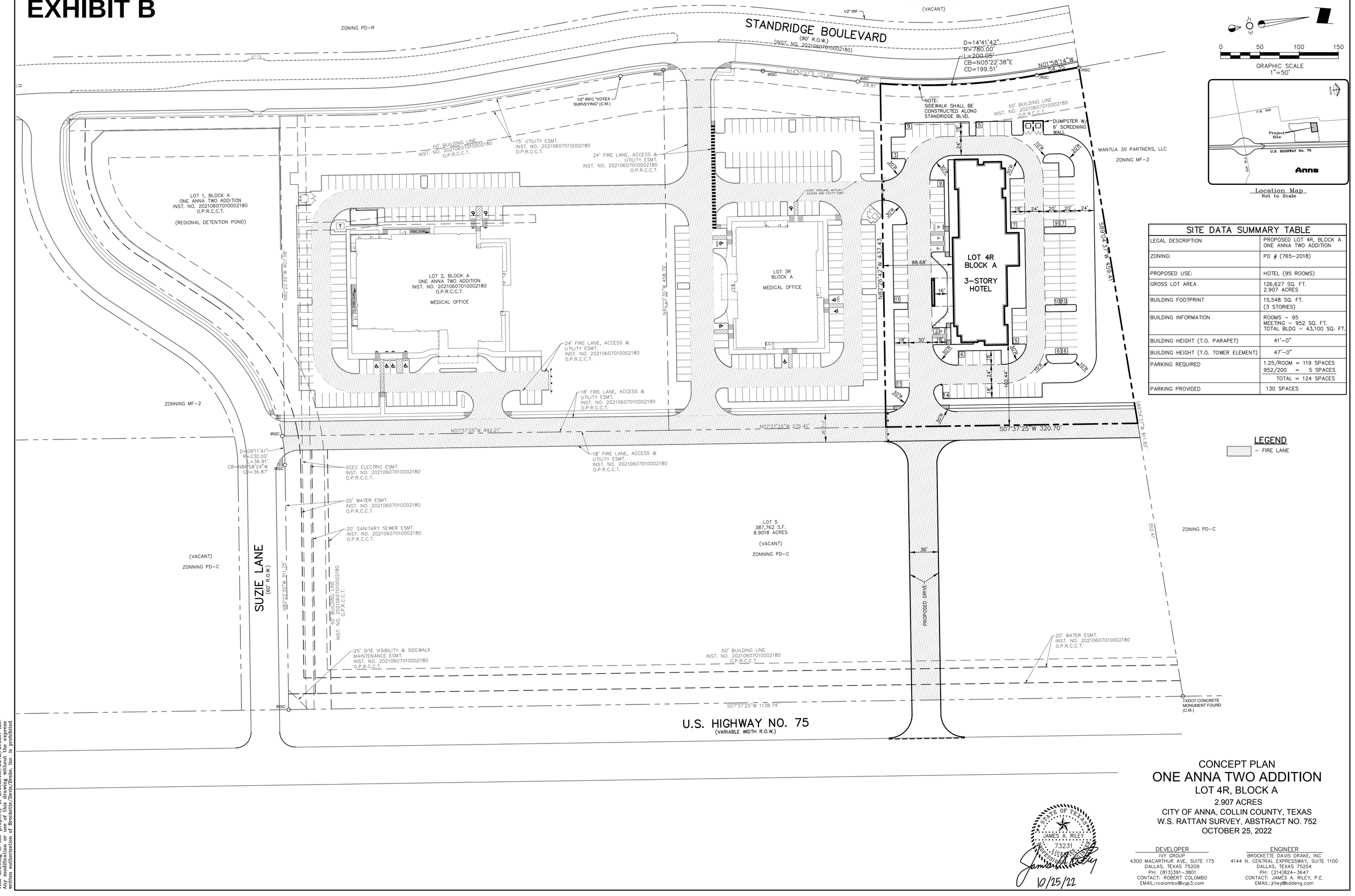
THENCE with said east right-of-way line and said west line of Lot 3, the following courses and distances:

In a northeasterly direction with said curve to the left, having a central angle of 14°41'43", a radius of 780.00 feet, a chord that bears N 05°22'38" E, a distance of 199.51 feet, and an arc length of 200.05 to a point at the end of said curve;

N 01°58'14" W, a distance of 54.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" found for the northwest corner of said Lot 3;

THENCE N 89°04'37" E, departing said east right-of-way line of Standridge Boulevard and with the north line of Lot 3, a distance of 459.41 feet to the **POINT OF BEGINNING** and containing 126,627 square feet or 2.907 acres of land more or less.

EXHIBIT B



SITE DATA SUMMARY TABLE	
LEGAL DESCRIPTION	PROPOSED LOT 4R, BLOCK A ONE ANNA TWO ADDITION
ZONING:	PD # (765-2018)
PROPOSED USE:	HOTEL (95 ROOMS)
GROSS LOT AREA	126,627 SQ. FT. 2.907 ACRES
BUILDING FOOTPRINT	15,548 SQ. FT. (3 STORIES)
BUILDING INFORMATION	ROOMS - 95 MEETING - 952 SQ. FT. TOTAL BLDG - 43,100 SQ. FT.
BUILDING HEIGHT (T.O. PARAPET)	41'-0"
BUILDING HEIGHT (T.O. TOWER ELEMENT)	47'-0"
PARKING REQUIRED	1.25/ROOM = 119 SPACES 952/200 = 5 SPACES TOTAL = 124 SPACES
PARKING PROVIDED	130 SPACES

LEGEND
– FIRE LANE

©Copyright 2022 Brockette/Davis/Drake, Inc. All Rights Reserved.
This drawing is the property of Brockette/Davis/Drake, Inc.
Any modification or use of this drawing without the express
written authorization of Brockette/Davis/Drake, Inc. is prohibited.

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED
PROFESSIONAL ENGINEER
10/25/22

CONCEPT PLAN
ONE ANNA TWO ADDITION
LOT 4R, BLOCK A
2.907 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
W.S. RATTAN SURVEY, ABSTRACT NO. 752
OCTOBER 25, 2022

DEVELOPER
IVY GROUP
4300 MACARTHUR AVE, SUITE 175
DALLAS, TEXAS 75209
PH: (813)391-3801
CONTACT: ROBERT COLOMBO
EMAIL: rcolombo@ivyp3.com

ENGINEER
BROCKETTE DAVIS DRAKE, INC
4144 N. CENTRAL EXPRESSWAY, SUITE 1100
DALLAS, TEXAS 75204
PH: (214)824-3647
CONTACT: JAMES A. RILEY, P.E.
EMAIL: jriley@bddeng.com

CITY OF ANNA

PLANNING & ZONING COMMISSION

November 7, 2022

Public Hearing: Specific Use Permit for Motor Hotel

Applicant: North Texas HOCO, LLC

DESCRIPTION:

The applicant is requesting a Specific Use Permit to allow for a motor hotel on one lot on 2.9± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. Zoned: Planned Development (PD) (Ord. No. 765-2018).

REMARKS:

The applicant is requesting a Specific Use Permit (SUP) for a motor hotel. The Zoning Ordinance defines a motor hotel as:

> *A building or group of buildings designed for and occupied as a temporary dwelling place, providing four or more room units for compensation, and where an office and register is maintained separately and apart from any of the rooms or units provided for the customers and where the operation is supervised by a person or persons in charge at all hours. A motel, motor hotel, or motor lodge may include restaurants, club rooms, banquet halls, ballrooms and meeting rooms as accessory uses.*

The subject property is undeveloped and zoned Planned Development (Ord. No. 765-2018).

A concept plan for the motor hotel, One Anna Two Addition, Block A, Lot 4R, accompanies this request.

Surrounding Land Use and Zoning

North	Undeveloped land zoned PD-General Business District (PD-C-2) (Ord No. 860-2020)
East	Undeveloped land zoned PD (Ord. No. 765-2018)
South	Under construction, medical office building, zoned PD (Ord. No. 765-2018)
West	Under construction, single-family dwellings, detached. Villages of Hurricane Creek, zoned PD (Ord. No. 886-2020)

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 Zoning Ordinance and Planned Development allows motor hotel within the Restricted and General Commercial districts with approval of a SUP.

SUMMARY:

Request for a Specific Use Permit to allow for a motor hotel on one lot on 2.9± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane.

RECOMMENDATION:

The requested use is appropriate for the proposed location.

Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Consider/Discuss/Action on a Resolution regarding One Anna Two Addition, Block A, Lot 4R, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Hotel on one lot on 3.0± acres located on the east side of Standridge Boulevard, 1,040± feet north of Suzie Lane. Zoned: Planned Development (Ord. No. 765-2018).

The purpose of the Concept Plan is to show the future hotel and related site improvements.

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 city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to City Council approval of the Specific Use Permit request to allow for a hotel.

ATTACHMENTS:
1. One Anna Two Addition Block A Lot 4R Concept Plan Locator Map
2. RESOLUTION (CP) One Anna Two Addition, Bl A, Lt 4R
3. Exhibit A (stamped) - Res. (CP) One Anna Two Addn, Bl A, Lt 4R

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services	Approved - 12/5/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Concept Plan - One Anna Two Addition, Block A, Lot 4R

H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ONE ANNA TWO ADDITION, BLOCK A, LOT 4R.

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, North Texas HOCO, LLC, has submitted an application for the approval of the Concept Plan for One Anna Two Addition, Block A, Lot 4R; 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 Concept Plan

The City Council hereby approves the Concept Plan for One Anna Two Addition, Block A, Lot 4R attached hereto as Exhibit A.

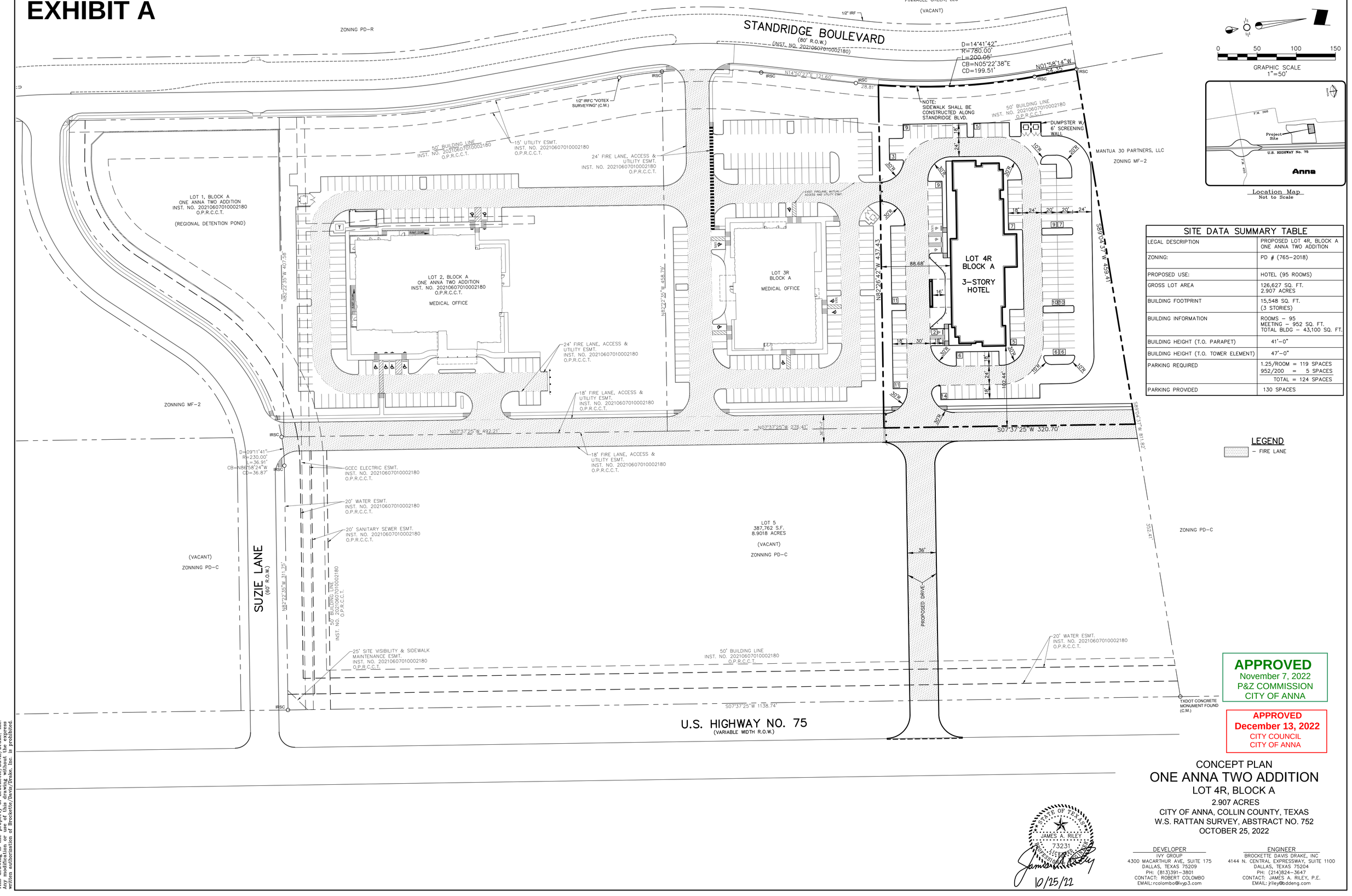
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A



Location Map
Not to Scale

SITE DATA SUMMARY TABLE

LEGAL DESCRIPTION	PROPOSED LOT 4R, BLOCK A ONE ANNA TWO ADDITION
ZONING:	PD # (765-2018)
PROPOSED USE:	HOTEL (95 ROOMS)
GROSS LOT AREA	126,627 SQ. FT. 2.907 ACRES
BUILDING FOOTPRINT	15,548 SQ. FT. (3 STORIES)
BUILDING INFORMATION	ROOMS – 95 MEETING – 952 SQ. FT. TOTAL BLDG – 43,100 SQ. FT.
BUILDING HEIGHT (T.O. PARAPET)	41'-0"
BUILDING HEIGHT (T.O. TOWER ELEMENT)	47'-0"
PARKING REQUIRED	1.25/ROOM = 119 SPACES 952/200 = 5 SPACES TOTAL = 124 SPACES
PARKING PROVIDED	130 SPACES

LEGEND
– FIRE LANE

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

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

CONCEPT PLAN
ONE ANNA TWO ADDITION
LOT 4R, BLOCK A
2.907 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
W.S. RATTAN SURVEY, ABSTRACT NO. 752
OCTOBER 25, 2022

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED
PROFESSIONAL ENGINEER
10/25/22

DEVELOPER
IVY GROUP
4300 MACARTHUR AVE, SUITE 175
DALLAS, TEXAS 75209
PH: (813)391-3801
CONTACT: ROBERT COLOMBO
EMAIL: rcolombo@ivyp3.com

ENGINEER
BROCKETTE DAVIS DRAKE, INC
4144 N. CENTRAL EXPRESSWAY, SUITE 1100
DALLAS, TEXAS 75204
PH: (214)824-3647
CONTACT: JAMES A. RILEY, P.E.
EMAIL: jriley@bddeng.com

©Copyright 2022 Brockette/Davis/Drake, Inc. All Rights Reserved.
This drawing is the property of Brockette/Davis/Drake, Inc.
Any modification or use of this drawing without the express
written authorization of Brockette/Davis/Drake, Inc. is prohibited.

Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:
Consider/Discuss/Action on a Resolution regarding the Anna Station Development Agreement (Planning Manager Lauren Mecke).

SUMMARY:
The applicant is requesting to amend the Development Agreement (DA) previously approved May 24, 2022. Modifications to the DA include:

- Adding the Developer to the agreement;
- Adding renderings and elevation plan;
- Clarifying the requirements for masonry percentages adjacent to public streets, fire lanes, and open space;
- Modifying building articulation features; and
- Modifying timelines.

Modifications to Masonry Requirements
The change to the masonry includes a reduction in the front elevation of structures from 70% on the first floor and 50% on the second floor to 70% on the first floor of 50% or more of the buildings and 20% on the remaining structures. This will allow the applicant to provide more variation in the building appearances. Additionally, the applicant is increasing the masonry requirement on the remaining sides of the buildings from 40% cumulative to a minimum of 20% masonry per side.

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 rezoning request.

ATTACHMENTS:

1. Resolution (DA) Anna Station
2. Development Agreement (Anna Station)
3. Previously Approved DA Res 2022-05-1175

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services	Approved - 12/6/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 1340 HOLDINGS, LLC, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 1106, 175± FEET EAST OF STATE HIGHWAY 5.

WHEREAS, Anna 1340 Holdings, LLC is the Property Owner and ONM Living is the Developer of real estate generally located on the south side of County Road 1106, 175± feet east of State Highway 5.; and

WHEREAS, Property Owner and Developer desires to amend the zoning for the subject property to allow a multiple-family residence development; and

WHEREAS, Property Owner and Developer 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 Anna 1340 Holdings, LLC and ONM Living 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 13th day of December 2022.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of December 13, 2022 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Anna1340 Holdings, 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, the Property is presently under contract (the “Contract”) to be sold by the Property Owner to ONM Living (“Developer”), so that the Property will be purchased by the Developer from the Property Owner; and

WHEREAS, the current zoning classification of the Property is Planned Development (Ord. No. 977-2022) (the “Original Zoning Classification”); and,

WHEREAS, the Owner has applied to amend the zoning of the Property to modify standards of Planned Development-MF-1 Multiple-Family Residential Medium Density (PD-MF-1) to allow for multiple-family residence on one lot with modified development standards. (the “Zoning Change”); 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 rezoned, the City, Owner, and Developer desire to enter into a development agreement to establish development and design regulations to ensure that future multiple-family residence development is 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 development 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 development 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-MF-1 Zoning District, Owner and Developer 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-Unit, Two-Unit, and Three-Unit Residence Buildings

A. Except as noted below, the exterior walls (excluding windows and doors) on all buildings shall be a minimum 20 percent masonry on front, side, and rear elevations. See Exhibit 3 and 4.

B. The exterior walls (excluding windows and doors) of 50 percent of the buildings shall be a minimum 70 percent masonry on the first-floor front elevation.

C. 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 a structure that are:

    i. Adjacent to and face a public street or fire lane; or

    ii. Visible from and 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.

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. The masonry standards that apply to the front elevation of any residence building structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or fire lane; or (ii) visible from and 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.

G. Roofing materials of a 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 an equivalent 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.

H. 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 in all residential districts 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.

I. Building articulation: At least three (3) 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. Double-entry door(s).

v. Covered Entry(ies)

vi. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

vii. Front porch of at least 50 square feet.

viii. The installation of at least two (2) coach lights.

ix. Other techniques for building articulation can be substituted if administratively approved by the administrative official.

a. Shutters

b. Columns

c. Architectural wooden accents

J. 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.

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 111 North Powell Parkway PO Box 776 Anna, Texas 75409
To Property Owner:	Anna1340 Holdings, LLC 5900 S Lake Forest Drive McKinney, TX 75070 Attn: Prithviraj Loganathan
To Developer:	ONM Living 1038 Texan Trail Grapevine, TX 76051 Attn: Zac Thompson

SECTION 4. DEADLINES, 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/Developer 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. 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 13th day of December 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

B. Owner/Developer or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 120 days after City Council approval of the Zoning Change,

Owner/Developer will have submitted a preliminary plat and tree preservation plan for the Property.

2. Within 180 days after the City has approved the preliminary plat, Owner/Developer shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multiple-family residence development), and civil plans.

3. A preconstruction meeting between Owner/Developer and City staff shall occur within 90 days of final approval of the civil plans.

4. Site construction pursuant to final approved civil plans must commence within 90 days after the preconstruction meeting.

5. Owner/Developer must submit plans and specifications for the buildings and other improvements not part of the civil plans (the ”Building Plans”) no later than 270 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multiple-family residence development final replat, Owner/Developer must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).

6. Recordation in the Official Records of Collin County, Texas of the multiple-family residence development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the multi-family residence final plat and obtaining a building permit.

C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a “Deadline Default”) is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner/Developer shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and

waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner/Developer, 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.

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 Defaulting Owner shall be liable to pay to the City the sum of $2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said $2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur

C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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. 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

Anna1340 Holdings, LLC
5900 S Lake Forest Drive
McKinney, TX 75070

By:_____
Prithviraj Loganathan

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS
Before me, the undersigned notary public, on the____day of_____, 2022, appeared _____, 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 property owner

_____
Notary Public, State of Texas

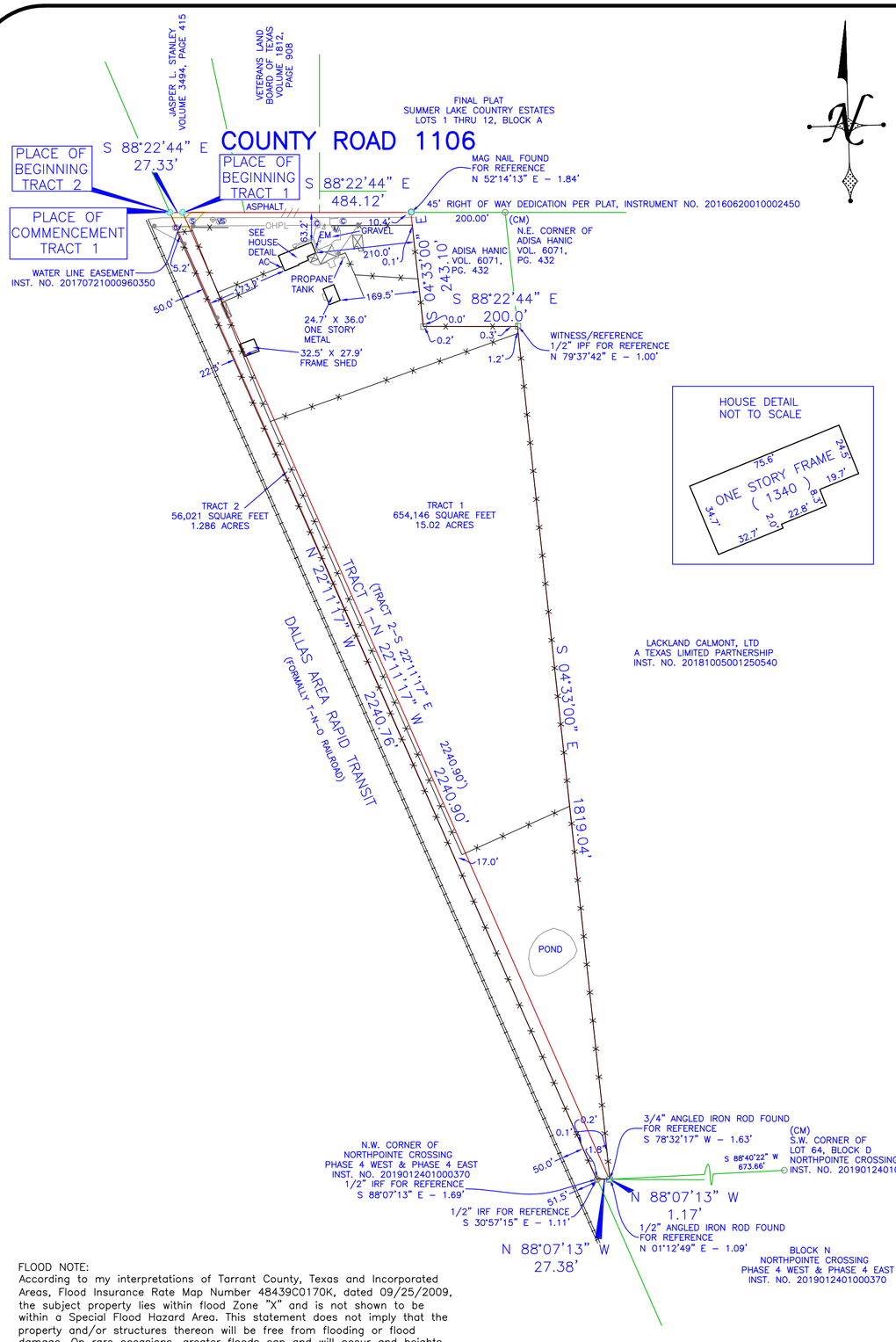
ONM Living
1038 Texan Trail
Grapevine, TX 76051

By:_____
Zac Thompson

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS
Before me, the undersigned notary public, on the____day of_____, 2022, appeared _____, 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 property owner

_____
Notary Public, State of Texas

EXHIBIT “1”
PROPERTY DESCRIPTION



LEGAL DESCRIPTION

Tract 1

BEING a tract of land situated in the Z.F. Lester Survey, Abstract No. 546, in Collin County, Texas, being a tract of land, called Tract A, conveyed to Gary E. Anderson and wife, Patsy J. Anderson, as recorded in Volume 1057, Page 870, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail set for corner in County Road 1106, being on the East line of Dallas Area Rapid Transit tract (formally T-N-O Railroad), being the Southwest corner of a tract of land conveyed to Jasper L. Stanley, as recorded in Volume 3494, Page 415, D.R.C.C.T., and being the Northeast corner of a tract of land, called Tract B, of said Anderson deed, thence South 88 degrees 22 minutes 44 seconds East, with the South line of said Stanley tract, a distance of 27.33 feet to a mag nail set for corner in said County Road 1106, being the Northwest corner of said Tract A / Anderson tract, and being hereinafter referred to as a PLACE OF BEGINNING;

THENCE South 88 degrees 22 minutes 44 seconds East, in said County Road 1106, a distance of 484.12 feet to a mag nail set for corner, from which a mag nail found for reference bears North 53 degrees 42 minutes 51 seconds East, a distance of 1.84 feet, said corner being the Northwest corner of a tract of land conveyed to Adisa Hanic, as recorded in Volume 6071, Page 432, D.R.C.C.T.;

THENCE South 04 degrees 33 minutes 00 seconds East, departing said road and with the West line of said Hanic tract, a distance of 243.10 feet to a fence post for reentrant corner;

THENCE South 88 degrees 22 minutes 44 seconds East, with the South line of said Hanic tract, a distance of 200.00 feet to a fence post for corner, being on the West line of a tract of land conveyed to Lackland Calmont Ltd., a Texas limited partnership, as recorded in Instrument No. 20181005001250540, D.R.C.C.T.;

THENCE South 04 degrees 33 minutes 00 seconds East, with the West line of said Calmont tract, a distance of 1819.04 feet to a point for corner, from which a 1/2-inch angled iron rod found for reference bears North 01 degrees 12 minutes 49 seconds East, a distance of 1.09 feet, and a 3/4-inch angled iron rod found for reference bears South 78 degrees 32 minutes 17 seconds West, a distance of 1.63 feet, said corner being on the North line of Block N, of Northpointe Crossing Phase 4 & Phase 4 East, an addition to Collin County, Texas, according to the plat thereof, recorded in Instrument No. 201901240100370 of the Plat Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 13 seconds West, a distance of 1.17 feet to a point for corner on the North line of said Northpointe Crossing addition;

THENCE North 22 degrees 11 minutes 17 seconds West, with the East line of said Dallas Area Rapid Transit tract, a distance of 2240.90 feet to a PLACE OF BEGINNING and containing 654,146 square feet or 15.02 acres, of which approximately 7,185 square feet or 0.165 of an acre lies in said county road.

Tract 2

BEING a tract of land situated in the Z.F. Lester Survey, Abstract No. 546, in Collin County, Texas, being a tract of land, called Tract B, conveyed to Gary E. Anderson and wife, Patsy J. Anderson, as recorded in Volume 1057, Page 870, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:
BEGINNING at a mag nail set for corner in County Road 1106, being on the East line of Dallas Area Rapid Transit tract (formally T-N-O Railroad), being the Southwest corner of a tract of land conveyed to Jasper L. Stanley, as recorded in Volume 3494, Page 415, D.R.C.C.T., and being the Northeast corner of said Tract B;

THENCE South 88 degrees 22 minutes 44 seconds East, a distance of 27.33 feet to a mag nail set for corner in said County Road 1106, and being on the South line of said Stanley tract;

THENCE South 22 degrees 11 minutes 17 seconds East, a distance of 2240.90 feet to a point for corner, being on the North line of Northpointe Crossing Phase 4 & Phase 4 East, an addition to Collin County, Texas, according to the plat thereof, as recorded in Instrument No. 201901240100370 of the Plat Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 13 seconds West, a distance of 27.38 feet to a 1/2-inch iron rod found for corner, from which a 1/2-inch iron rod found for reference bears South 88 degrees 07 minutes 13 seconds East, a distance of 1.69 feet, and a 1/2-inch iron rod found for reference bears South 30 degrees 57 minutes 15 seconds East, a distance of 1.11 feet, said corner being on the said East line of Dallas Area Rapid Transit tract;

THENCE North 22 degrees 11 minutes 17 seconds West, with the East line of said Dallas Area Rapid Transit tract, a distance of 2240.76 feet to a PLACE OF BEGINNING and containing 56,021 square feet or 1.286 acres of land, of which approximately 373 square feet or 0.009 of an acre lies in said county road.

NOTES:

The following Items are from Schedule B, Commitment for Title Insurance, Reunion Title Company, G.F. No. 2018-290011-RU, issued October 24, 2019.

e. Easement granted by Gary E. Anderson to Tom & Mary Renner, filed 08/26/1983, recorded in Volume 1721, Page 898, Real Property Records, Collin County, Texas.

f. Easement granted by Gary Anderson to City of Anna, filed 07/18/2017, recorded in cc# 20170718000938500, Real Property Records, Collin County, Texas.

Said Easement corrected by Permanent Water Easement filed 07/21/2017, recorded in cc# 20170721000960350, Real Property Records, Collin County, Texas. (affected as shown)

Tract 1 gross land area 15.02 Acres or 654,146 square feet
Tract 2 gross land area 1.286 Acres or 56,021 square feet
Tract 1 and 2 total gross land area 16,306 acres or 710,167 square feet

0 Total Parking Spaces, 0 Total Handicap Spaces

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

No known proposed changes in street right of way lines, no known of information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

There has been no known field delineation of wetlands conducted by a qualified specialist hired by the client, and no known delineation markers were observed in the process of conducting the fieldwork.

No known plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items).

Party walls not observed

SURVEYOR'S CERTIFICATION

To: Phelco Holdings, LLC, a Texas limited liability company and Reunion Title Company.
This is to certify that this map or plat and the survey on which it is based were made substantially in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items of Table A thereof. The fieldwork was completed on October 05, 2019.

FLOOD NOTE:
According to my interpretations of Tarrant County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48439C0170K, dated 09/25/2009, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and heights may be increased by man–made or natural causes. This statement shall not create liability on the part of surveyor.

BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM. NORTH CENTRAL ZONE

REUNION TITLE

TITLE AND ABSTRACTING WORK FURNISHED BY REUNION TITLE

ACCEPTED BY: _____

_____

OHPL =OVERHEAD POWER LINE
OHSL =OVERHEAD SERVICE LINE

PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS Volume 1721, Page 898, cc# 20170721000960350 (AS SHOWN)

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR REUNION TITLE & PHELCO HOLDINGS, LLC

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

LEGEND

WOOD FENCE	TEXT	CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE	WIRE FENCE	EASEMENT/SETBACK
CM – CONTROLLING MONUMENT		EDGE	
MRD – MONUMENTS OF RECORD DIGNITY			
1/2" IRON ROD FOUND			
POINT FOR CORNER			
5/8" IRON ROD FOUND			
FOUND 'X'			
MAG NAIL FOUND			
MAG NAIL SET	(S) – SIGN		
(C) – CABLE	(E) – ELECTRIC		
(CO) – CLEAN OUT	(PE) – POOL EQUIP		
(G) – GAS METER	(P) – POWER POLE		
(H) – FIRE HYDRANT	(T) – TELEPHONE		
(L) – LIGHT POLE	(W) – WATER METER		
(M) – MANHOLE	(V) – WATER VALVE		

(UNLESS OTHERWISE NOTED)

ALTA SURVEY

BURNS SURVEYING

BARRY S. RHODES Registered Professional Land Surveyor (214) 326–1090
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1340 COUNTY ROAD 1106, in COLLIN COUNTY Texas.

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

STATE OF TEXAS REGISTERED BARRY S. RHODES 3691 PROFESSIONAL LAND SURVEYOR

Scale: 1" = 200'
Date: 11/05/2019
G. F. No. 2018–290011–RU
Job no.: 201908199
Drawn by: CMR

7509 PENNRIDGE CIRCLE
ROWLETT, TEXAS 75088
PHONE 214–326–1090

REVISED 1/17/2020

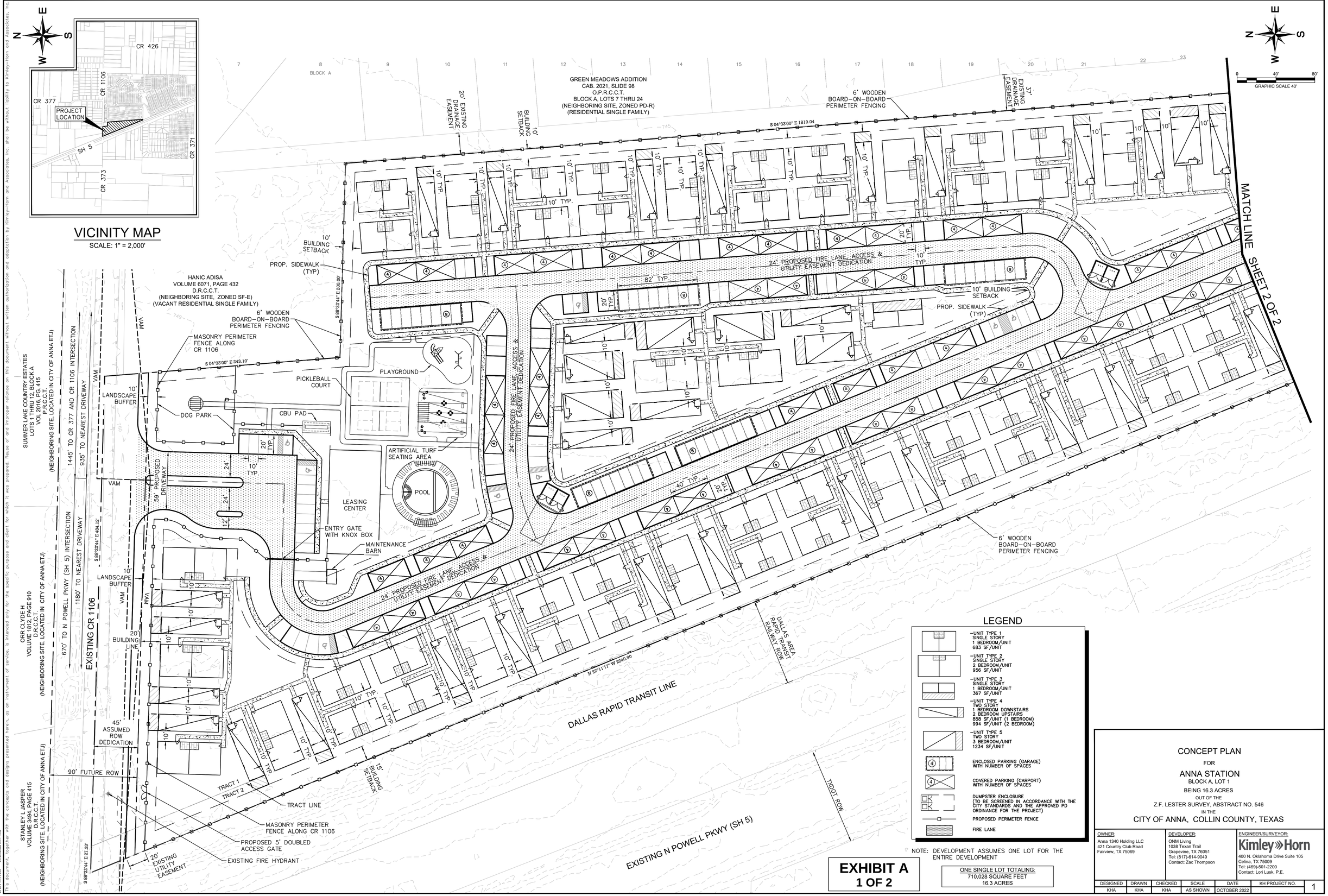
EXHIBIT “2”
CONCEPT PLAN

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LESNANSKY, MCKENZIE 10/28/2022 8:40 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PROJECTS_2023\202370 - ONNA ANNA SITE\CAD\RELEASE\ANNA SITE\ANNA SITE-ZONING_20221010.DWG (CP-1)
LAST SAVED 10/28/2022 8:39 AM

VICINITY MAP

SCALE: 1" = 2,000'



LEGEND

- UNIT TYPE 1
  SINGLE STORY
  1 BEDROOM/UNIT
  683 SF/UNIT
- UNIT TYPE 2
  SINGLE STORY
  2 BEDROOM/UNIT
  956 SF/UNIT
- UNIT TYPE 3
  SINGLE STORY
  1 BEDROOM/UNIT
  367 SF/UNIT
- UNIT TYPE 4
  TWO STORY
  1 BEDROOM DOWNSTAIRS
  2 BEDROOM UPSTAIRS
  858 SF/UNIT (1 BEDROOM)
  994 SF/UNIT (2 BEDROOM)
- UNIT TYPE 5
  TWO STORY
  3 BEDROOM/UNIT
  1234 SF/UNIT
- (4) ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- (4) COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- FIRE LANE

▽ NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

EXHIBIT A
1 OF 2

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Anna 1340 Holding LLC 421 Country Club Road Fairview, TX 75069	ONM Living 1038 Texan Trail Grapevine, TX 76051 Tel: (817)-614-9049 Contact: Zac Thompson	Kimley»Horn 400 N. Oklahoma Drive Suite 105 Celina, TX 75009 Tel: (469)-501-2200 Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		1

USEABLE OPEN SPACE REQUIREMENTS					
			# of Bedrooms/Unit		
Unit Type	Bedrooms Per Unit	Units	1 or Less (600 SF Open Space/Bedroom)	Each Additional Over 1 (300 SF Open Space/Bedroom)	Required Open Space (ACRES)
Type 1	1	72	72	0	0.99
Type 2	2	36	36	36	0.74
Type 3	1	8	8	0	0.11
Type 4	1	33	33	0	0.45
Type 4	2	33	33	33	0.68
Type 5	3	14	14	28	0.39
	Total	196		Total	3.37

OPEN SPACE SUMMARY TABLE	
Open Space Acreage*	5.0 Acre
Private Backyard Acreage	0.23 Acre
Amenity Acreage**	0.75 Acre
Pool Acreage***	0.25 Acre
Total Open Space Acreage Provided	**6.23 Acre**
Total Open Space Acreage Required	**3.37 Acre**

*Open Space Acreage does not include area between buildings
**Open Space Acreage does not include sidewalk
***Base Pool Area + 10 FT Offset = 3,630 SF
(Credit of 3 SF Open Space/1 SF Pool Area = 3,630 SF x 3 = 10,890 SF = 0.25 Acres)

GENERAL SITE DATA	
Zoning (from zoning map)	MF-1
Land Use (from Zoning Ordinance)	Undeveloped
Proposed Land Use	PD-MF-1
Lot Area* (square feet & acres, includes dedication)	16.3 acres 710,028 s.f.
Building Footprint Area (square feet)	
-Unit Type 1 (2 units per product/1 bedroom per unit)	1,605 SF
-Unit Type 2 (2 units per product/2 bedrooms per unit)	2,138 SF
-Unit Type 3 (2 units per product/1 bedroom per unit)	832 SF
-Unit Type 4 (2 units per product/1,2 bedrooms per unit)	1,048 SF
-Unit Type 5 (2 units per product/3 bedrooms per unit)	1,450 SF
Total Building Area (square feet)	
-Unit Type 1 (2 units per product, 1,605 s.f. x 36 products)	57,780 SF
-Unit Type 2 (2 units per product, 2,138 s.f. x 18 products)	38,484 SF
-Unit Type 3 (2 units per product, 832 s.f. x 4 products)	3,328 SF
-Unit Type 4 (2 units per product, 1,048 s.f. x 33 products)	34,584 SF
-Unit Type 5 (2 units per product, 1,450 s.f. x 7 products)	10,150 SF
Building Height (feet - distance to tallest building element)	
-Unit Type 1	1-Story
-Unit Type 2	1-Story
-Unit Type 3	1-Story
-Unit Type 4	2-Story/29' Max
-Unit Type 5	2-Story/29' Max
Lot Coverage (percent - x.xx%, 144,326 s.f./710,028 s.f.)	20%

*Development assumes one lot for the entire development

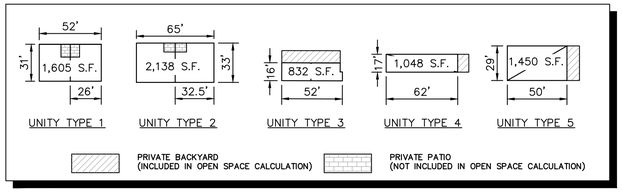
MULTIFAMILY UNITS	
# of 1 Bedrooms (Type 1) | Minimum Unit Size	72 units | 683 SF
# of 2 Bedrooms (Type 2) | Minimum Unit Size	36 units | 956 SF
# of 1 Bedrooms (Type 3) | Minimum Unit Size	8 units | 367 SF
# of 1 Bedrooms (Type 4) | Minimum Unit Size	33 units | 858 SF
# of 2 Bedrooms (Type 4) | Minimum Unit Size	33 units | 994 SF
# of 3 Bedrooms (Type 5) | Minimum Unit Size	14 units | 1234 SF
Total Unit Count	196 units
% of 1 Bedrooms	58%
% of 2 Bedrooms	35%
% of 3 Bedrooms	7%

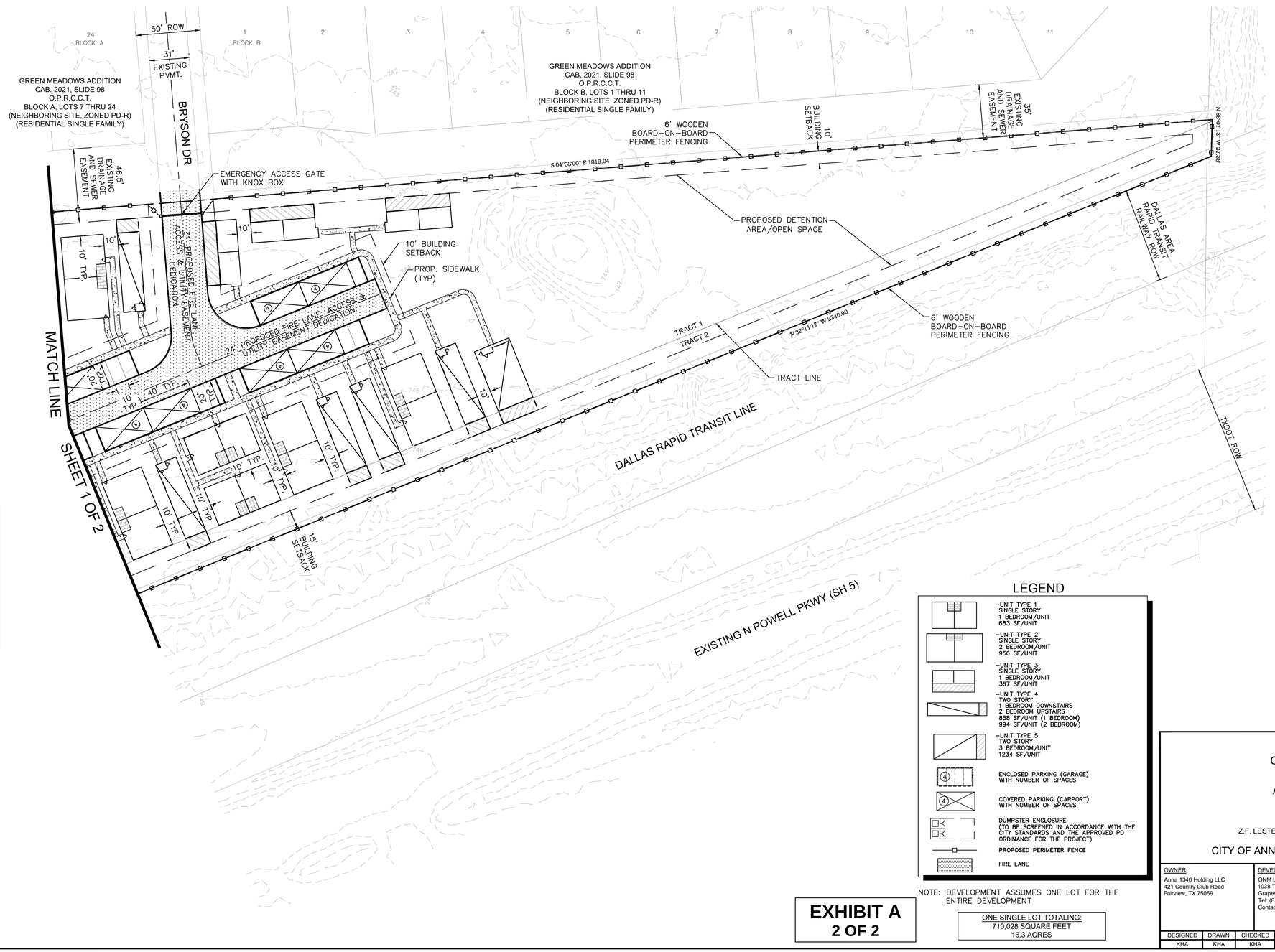
REQUIRED PARKING	
Required Parking (per planned development) (1 parking space per one-bedroom dwelling unit, 2 spaces per two-bedroom dwelling unit, and 3 parking spaces per three-bedroom dwelling unit)	293 spaces
Required Visitor Parking (0.25 spaces per dwelling unit)	49 spaces
Total Required Parking (required parking plus required visitor parking)	342 spaces
Required Covered Parking (50% of required parking must be covered)	171 spaces
Accessible Parking Required	8 spaces
Total Required Parking	342 spaces

PROVIDED PARKING	
Surface Parking (inclusive of vistor parking)	86 spaces | 25.1%
Covered Carport Parking	216 spaces | 63.2%
Garage Parking	40 spaces | 11.7%
Accessible Parking (included in surface parking total)	8 spaces
Total Provided Parking	342 spaces

LANDSCAPED AREA	
Required Internal Landscape Area (square feet - 8 square feet per parking space)	2,736 SF
Additional Interior Landscape Provided (square feet)	273,364 SF
Total Landscape Area (square feet)	276,100 SF

BUILDING TYPE



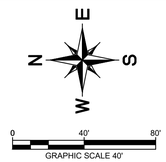


LEGEND

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT A
2 OF 2



CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		2

PLOTTED BY LESNA.NSEY, MCKENZIE 10/29/2022 8:43 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2022\20220701 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010.DWG [CP-2]
LAST SAVED 10/29/2022 8:42 AM

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

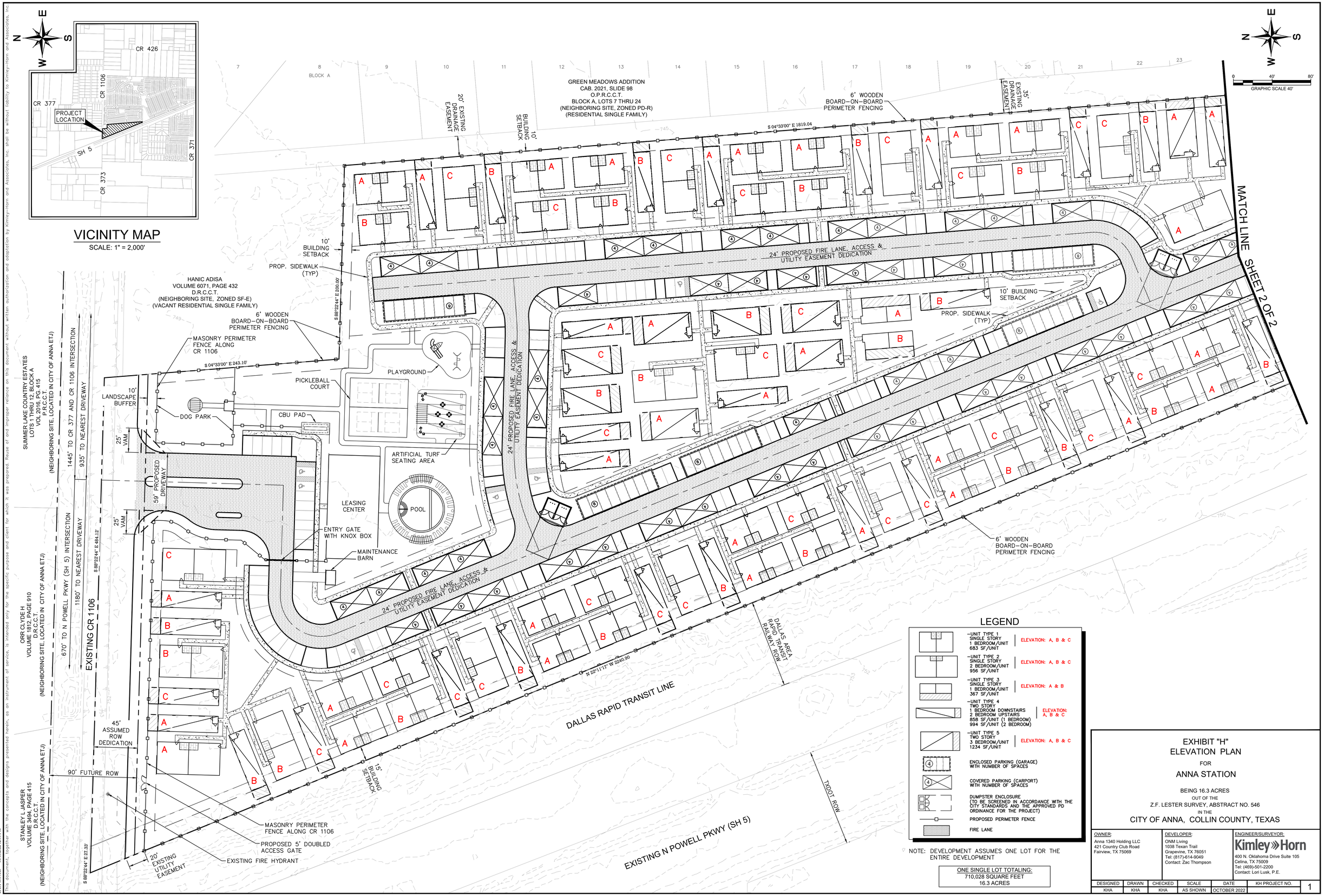
EXHIBIT “3”
ELEVATION PLAN

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LESSA.SASSY, MCKENZIE 10/10/2022 12:11 PM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2022\2022070 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010.DWG [EL-1]
LAST SAVED 10/10/2022 12:10 PM

VICINITY MAP

SCALE: 1" = 2,000'



LEGEND

- UNIT TYPE 1 — SINGLE STORY — 1 BEDROOM/UNIT — 683 SF/UNIT — ELEVATION: A, B & C
- UNIT TYPE 2 — SINGLE STORY — 2 BEDROOM/UNIT — 956 SF/UNIT — ELEVATION: A, B & C
- UNIT TYPE 3 — SINGLE STORY — 1 BEDROOM/UNIT — 367 SF/UNIT — ELEVATION: A & B
- UNIT TYPE 4 — TWO STORY — 1 BEDROOM DOWNSTAIRS — 2 BEDROOM UPSTAIRS — 858 SF/UNIT (1 BEDROOM) — 994 SF/UNIT (2 BEDROOM) — ELEVATION: A, B & C
- UNIT TYPE 5 — TWO STORY — 3 BEDROOM/UNIT — 1234 SF/UNIT — ELEVATION: A, B & C
- ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- FIRE LANE

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT "H"
ELEVATION PLAN

FOR

ANNA STATION

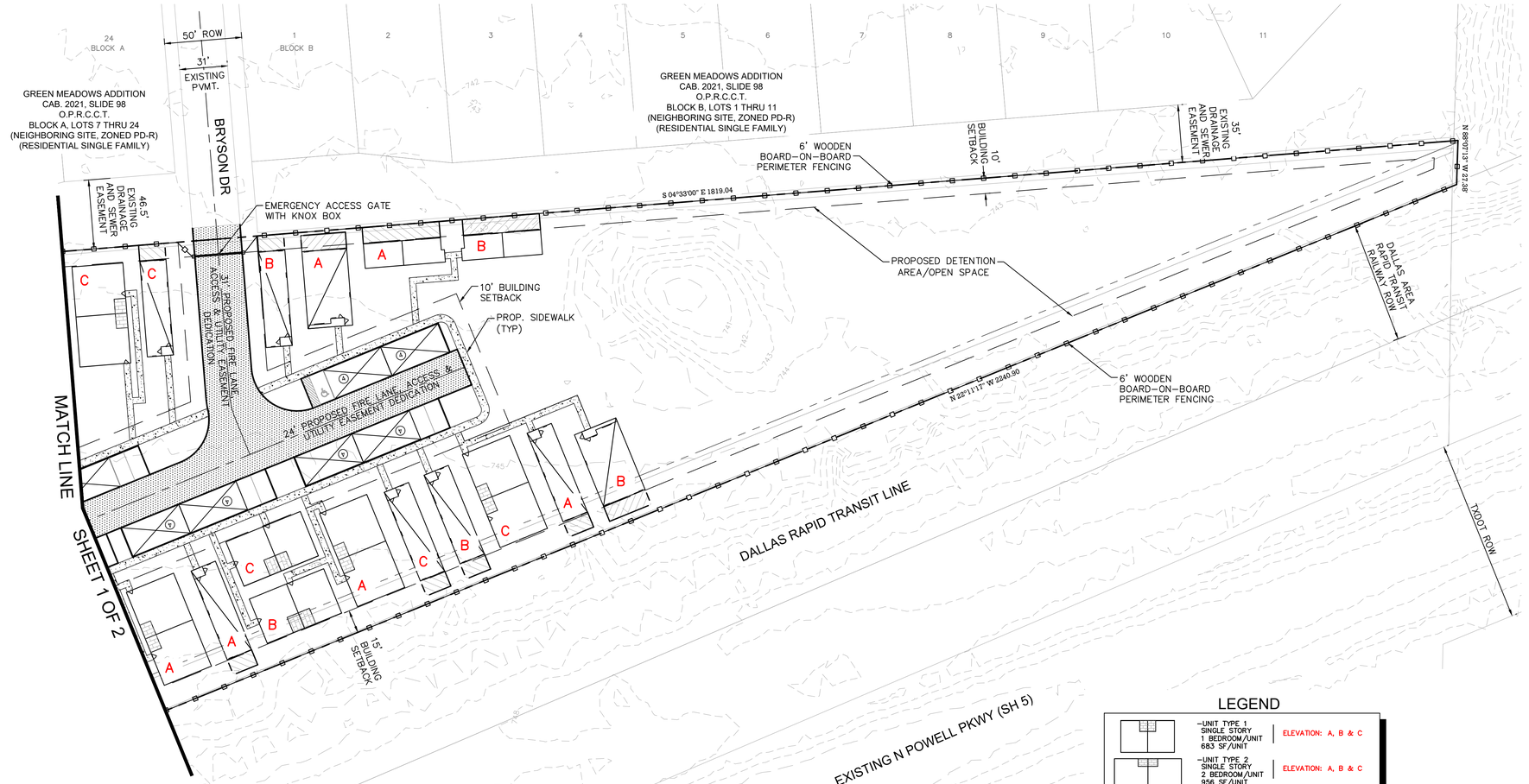
BEING 16.3 ACRES
OUT OF THE
Z.F. LESTER SURVEY, ABSTRACT NO. 546
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Anna 1340 Holding LLC 421 Country Club Road Fairview, TX 75069	ONM Living 1038 Texan Trail Grapevine, TX 76051 Tel: (817)-614-9049 Contact: Zac Thompson	Kimley»Horn 400 N. Oklahoma Drive Suite 105 Celina, TX 75009 Tel: (469)-501-2200 Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY: LESNASKY, MCKENZIE 10/10/2022 12:11 PM
DWG NAME: K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2022\2020701 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010_ANNA CONCEPT PLAN_20221010.DWG [EL-2]
LAST SAVED: 10/10/2022 12:10 PM



N

0 40' 80'
GRAPHIC SCALE 40'

LEGEND

- UNIT TYPE 1 — SINGLE STORY — 1 BEDROOM/UNIT — 683 SF/UNIT — ELEVATION: A, B & C
- UNIT TYPE 2 — SINGLE STORY — 2 BEDROOM/UNIT — 956 SF/UNIT — ELEVATION: A, B & C
- UNIT TYPE 3 — SINGLE STORY — 1 BEDROOM/UNIT — 367 SF/UNIT — ELEVATION: A & B
- UNIT TYPE 4 — TWO STORY — 1 BEDROOM DOWNSTAIRS — 2 BEDROOM UPSTAIRS — 858 SF/UNIT (1 BEDROOM) — 994 SF/UNIT (2 BEDROOM) — ELEVATION: A, B & C
- UNIT TYPE 5 — TWO STORY — 3 BEDROOM/UNIT — 1234 SF/UNIT — ELEVATION: A, B & C
- (4) ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- (4) COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- FIRE LANE

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT "H"
ELEVATION PLAN

FOR

ANNA STATION

BEING 16.3 ACRES
OUT OF THE
Z.F. LESTER SURVEY, ABSTRACT NO. 546
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Anna 1340 Holding LLC 421 Country Club Road Fairview, TX 75069	ONM Living 1038 Texan Trail Grapevine, TX 76051 Tel: (817)-614-9049 Contact: Zac Thompson	Kimley»Horn 400 N. Oklahoma Drive Suite 105 Celina, TX 75009 Tel: (469)-501-2200 Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		2

EXHIBIT “4”
RENDERINGS

MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

CEDAR
CORBEL
1X2 BOARD & BATTEN
COMPOSITE TRIM ON TOP
OF COMPOSITE PANELING
VERTICAL
SIDING
CEDAR
BRACKET
CEDAR
POST
19'-10 1/2"

MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

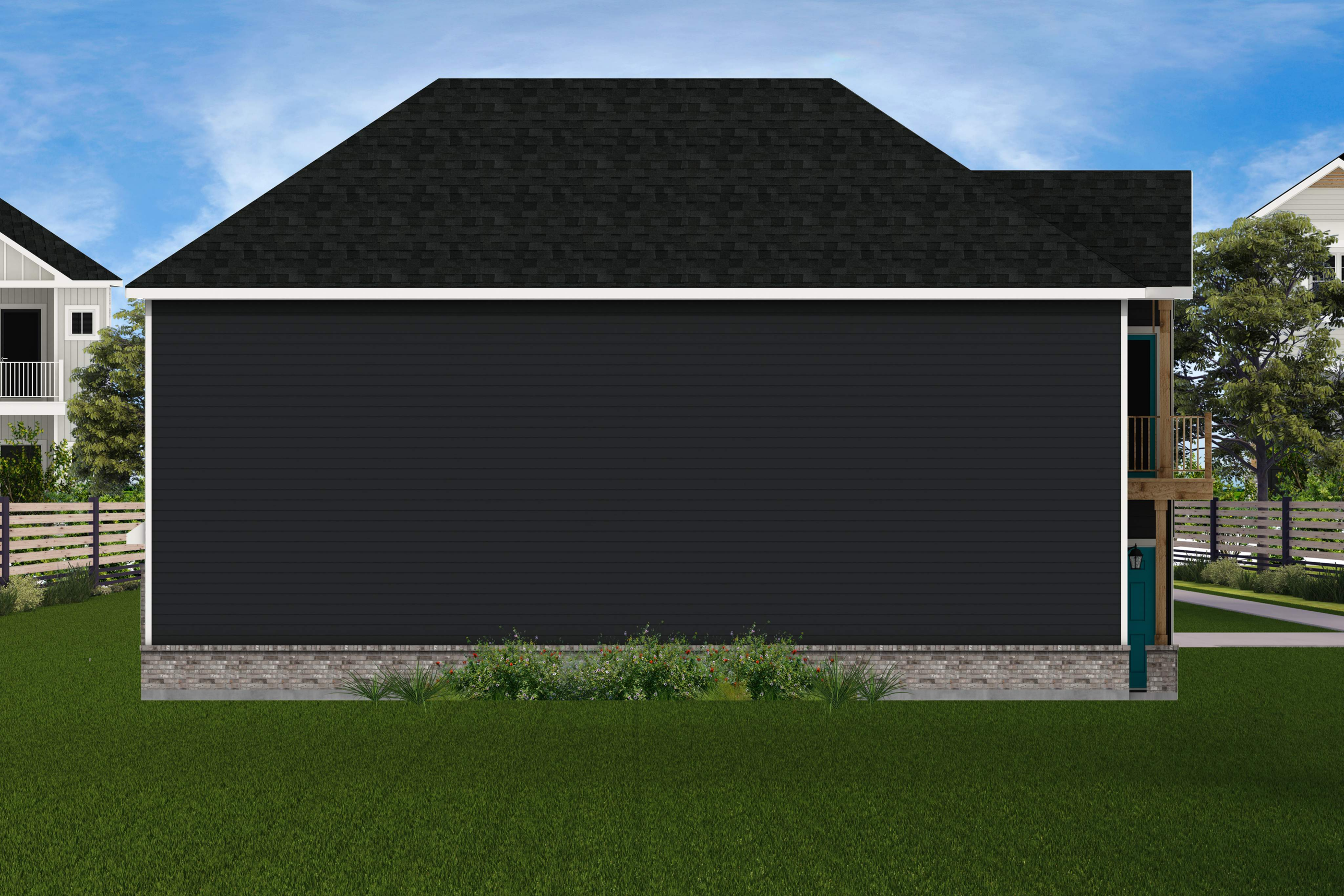
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

1X2 BOARD & BATTEN
COMPOSITE TRIM ON TOP
OF COMPOSITE PANELING
CEDAR
CORBEL
CEDAR
BRACKET
CEDAR
POST
19'-10 1/2"

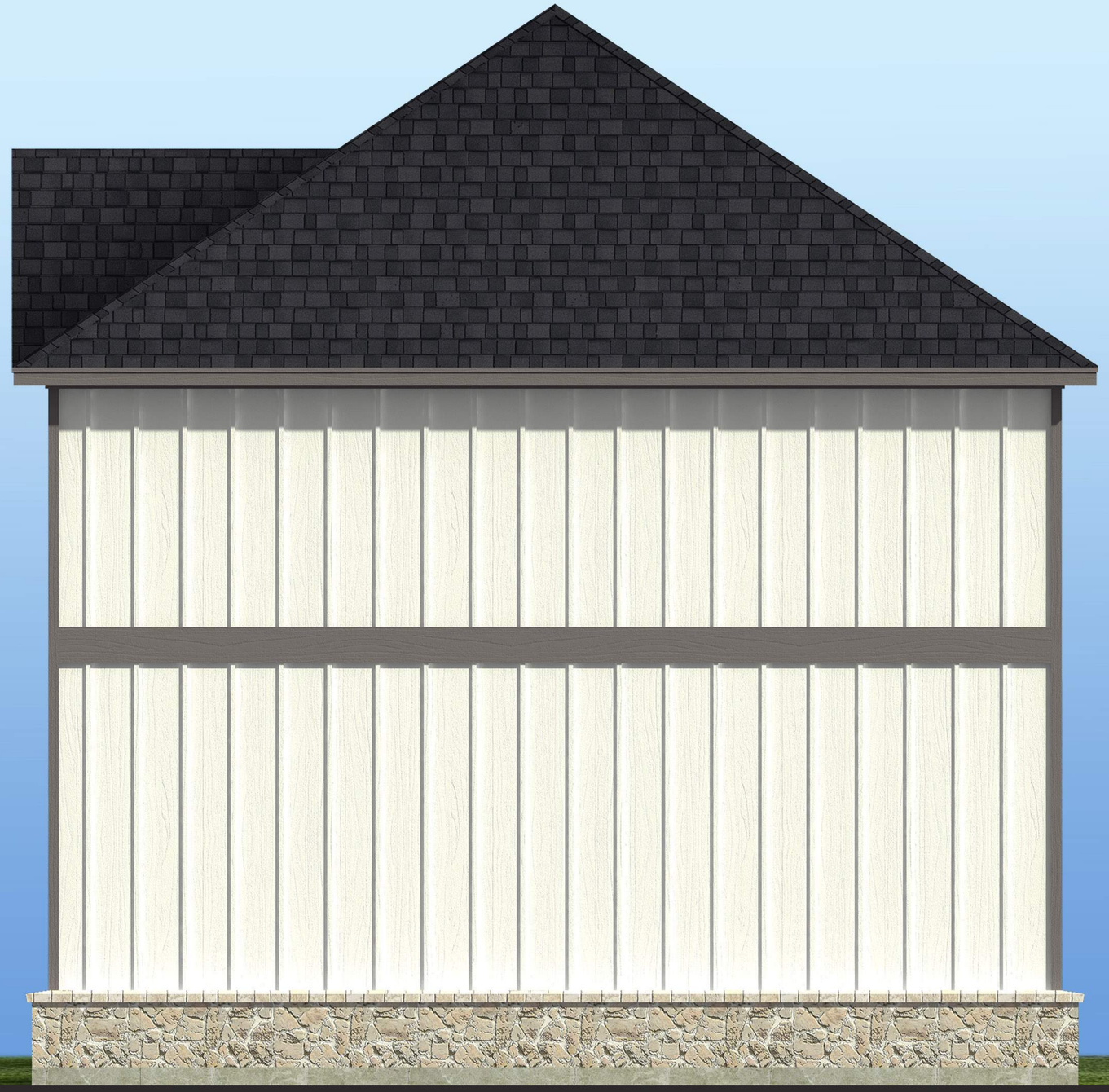
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER

MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER



MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER
MAIN
SERVICE
DISCONNECT
LOCATED
UNDER COVER



CITY OF ANNA, TEXAS

RESOLUTION NO. 2022-05-1175

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 1340 HOLDINGS, LLC, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 1106, 175± FEET EAST OF STATE HIGHWAY 5.

WHEREAS, Anna 1340 Holdings, LLC is the Property Owner of real estate generally located on the south side of County Road 1106, 175± feet east of State Highway 5.; and

WHEREAS, Property Owners desire to amend the zoning for the subject property to allow a multiple-family residence development; 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 Anna 1340 Holdings, LLC 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 24th day of May 2022.

ATTESTED: APPROVED:

Carrie L. Land, City Secretary

CITY OF ANNA TEXAS

Nate Pike, Mayor

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 24, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Anna1340 Holdings, 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, the current zoning classification of the Property is SF-E Single-Family Residential – Large Lot (SF-E) (the "Original Zoning Classification"); and,

WHEREAS, the Owner has applied to rezone the Property to allow for Planned Development-MF-1 Multiple-Family Residential Medium Density (PD-MF-1) to allow for multiple-family residence on one lot with modified development standards. (the "Zoning Change"); 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 rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future multiple-family residence development is 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 development 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.

Res2022-05-1175

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this development 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-MF-1 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-Unit, Two-Unit, and Three-Unit Residence Buildings

A. Except as noted below, the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 70 percent masonry and 50 percent on the second-floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 40 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 adjacent to and face a travel way (i.e., fire lane).

C. A maximum of 10 percent of any exposed exterior wall may consist of exterior insulation and finish system (EIFS).

D. 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.

E. The masonry standards that apply to the front elevation of any residence building structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or fire lane; or (ii) visible from and 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.

F. Roofing materials of a 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 an equivalent 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. 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 in all residential districts 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.

H. Building articulation: At least three (3) 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. Masonry chimney(s).

v. Double-entry door(s).

vi. Covered Entry(ies)

vii. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

viii. Front porch of at least 50 square feet.

ix. The installation of at least two (2) coach lights.

x. Other techniques for building articulation can be substituted if administratively approved by the administrative official.

I. 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.

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
111 North Powell Parkway PO Box 776
Anna, Texas 75409

To Property Owner: Anna1340 Holdings, LLC
5900 S Lake Forest Drive
McKinney, TX 75070
Attn: Prithviraj Loganathan

SECTION 4. DEADLINES, 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. 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 24th day of May 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 120 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.

2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multiple-family residence development), and civil plans.

3. A preconstruction meeting between Owner and City staff shall occur within 90 days of final approval of the civil plans.

4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting.

5. Owner must submit plans and specifications for the buildings and other

improvements not part of the civil plans (the "Building Plans") no later than 180 wdays after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multiple-family residence development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).

6. Recordation in the Official Records of Collin County, Texas of the multiple-family residence development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the multi-family residence final plat and obtaining a building permit.

C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

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.

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 Defaulting Owner shall be liable to pay to the City the sum of $2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said $2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur

C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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. 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 24th day of May, 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.

Carrie L. Land
Notary Public, State of Texas

CARRIE L. LAND
My Notary ID # 11419404
Expires February 4, 2023

Anna1340 Holdings, LLC
5900 S Lake Forest Drive
McKinney, TX 75070

By:_____
Prithviraj Loganathan

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS
Before me, the undersigned notary public, on the 24th day of May, 2022, appeared Prithviraj Loganathan, 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 property owner

_____
Notary Public, State of Texas

RYAN HILDEBRANDT
Notary Public, State of Texas
Comm. Expires 02-03-2024
Notary ID 130522488

Exhibit 1- Page 1 of 3

ZONING DESCRIPTION
ANNA 16, LLC
16.295 ACRES

BEING a 16.295 acre tract of land situated in the Z.F. Lester Survey, Abstract No. 546, City of Anna, Collin County, Texas, and being all of Tract 1 and Tract 2 of tracts of land conveyed to Anna 16, LLC by General Warranty Deed recorded in Instrument Number 20191218001612880, Official Public Records, Collin County, Texas, and being the same tracts of land filed in a Correction Instrument recorded in Instrument Number 210200206000172830, Official Public Records, Collin County, Texas; said 16.295 acre tract being more particularly described as follows:

BEGINNING at a point for corner at the northwest corner of said Tract 2 and being in County Road 1106 and being on the northeast right-of-way line of Dallas Area Rapid Transit;

THENCE South 88 degrees 22 minutes 44 seconds East along the north line of said Tract 2, passing at a distance of 27.33 feet, the northeast corner of said Tract 2 and the northwest corner of said Tract 1, continuing along the north line of said Tract 1, in all a total distance of 510.38 feet to a point for corner; said corner being a northeast corner of said Tract 1 and the northwest corner of a tract of land conveyed by a Special Warranty Deed to Adisa Hanic as recorded in Volume 6071, Page 432 of the Deed Records, Collin County, Texas;

THENCE South 04 degrees 41 minutes 14 seconds East along an easterly line of said Tract 1 and the west line of said Adisa Hanic tract, a distance of 243.55 feet to a point for corner; said corner being a reentrant corner of said Tract 1 and the southwest corner of said Adisa Hanic tract;

THENCE South 88 degrees 29 minutes 17 seconds East along a northerly line of said Tract 1 and the south line of said Adisa Hanic tract, a distance of 200.37 feet to a point for corner; said corner being an east corner of said Tract 1 and the southeast corner of said Adisa Hanic tract and being on the west line of Green Meadows Addition, an addition to the City of Anna as recorded in Cabinet 2021, Slide 98, Official Public Records, Collin County, Texas;

THENCE South 04 degrees 33 minutes 00 seconds East along the east line of said Tract 1 and the west line of said Green Meadows Addition, a distance of 1,819.04 feet to a point for corner; said corner being the southeast corner of said Tract 1, the southwest corner of said Green Meadows Addition and being on the north line of the Northpoine Crossing Phase 4 West, an addition to the City of Anna as recorded in Cabinet 2019, Slide 64, Official Public Records, Collin County, Texas;

Exhibit 1- Page 2 of 3

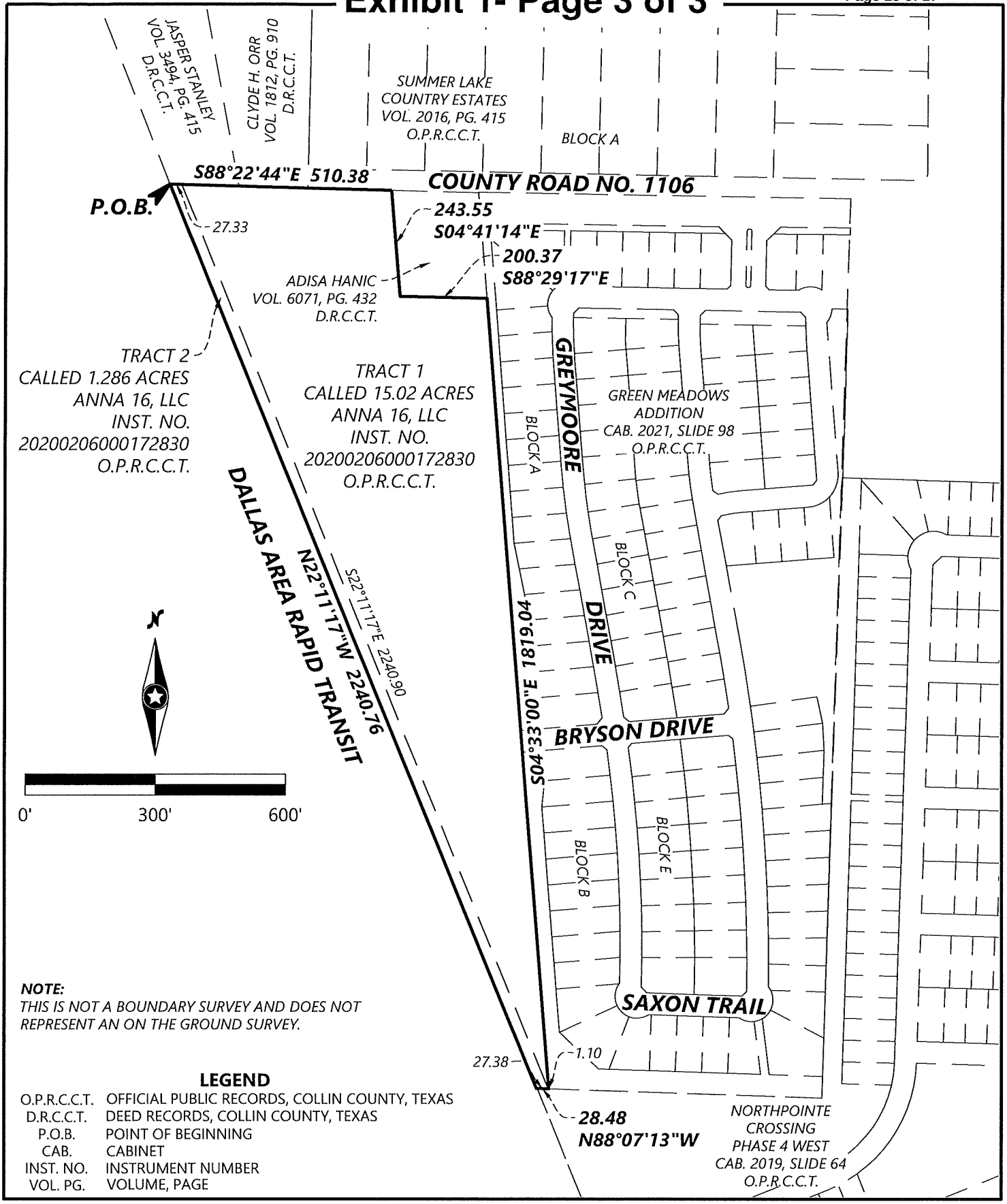
THENCE North 88 degrees 07 minutes 13 seconds West along the south line of said Tract 1, the north line of said Northpointe Crossing Phase 4 West, passing at a distance of 1.10 feet, the southwest corner of said Tract 1 and the southeast corner of said Tract 2, continuing along a north line of said Northpointe Crossing Phase 4 West, and the south line of said Tract 2, in all a total a distance of 28.48 feet to a point for corner; said corner being on the northeast right-of-way line of said Dallas Area Rapid Transit, a northwest corner of said Northpointe Crossing Phase 4 West and the southwest corner of said Tract 2;

THENCE North 22 degrees 11 minutes 17 seconds West along the northeast right-of-way line of said Dallas Area Rapid Transit and the southwest line of said Tract 2, a distance of 2,240.76 feet to the POINT-OF-BEGINNING, containing **709,822 square feet** or **16.295 acres** of land.

Bearings for this description cited are based on Grid North State Plane Coordinates of the Texas Coordinate System NAD83 (CORS96) Texas North Central Zone (4202), NAVD88.

© 2022 Westwood Professional Services, Inc.

Exhibit 1- Page 3 of 3



NOTE:
THIS IS NOT A BOUNDARY SURVEY AND DOES NOT REPRESENT AN ON THE GROUND SURVEY.

LEGEND

O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
CAB.	CABINET
INST. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME, PAGE

N:\0034889.00\1 PROJECT DATA\DWG\SURVEY\0034889.00_ZONING EXHIBIT.DWG

15.02 ACRE TRACT AND 1.286 ACRE TRACT - ANNA, TEXAS - ZONING EXHIBIT

BEING A 15.02 ACRE TRACT AND A 1.286 ACRE TRACT LOCATED IN THE Z.F. LESTER SURVEY, ABSTRACT NO. 546, COLLIN COUNTY, TEXAS
ANNA, TEXAS

Westwood
Phone (214) 473-4640
Toll Free (888) 937-5150
2901 Dallas Parkway, Suite 400
Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

ZONING EXHIBIT

SHEET NUMBER: 3 OF 3

DATE: 02/07/22

PROJECT NUMBER: 0034889.00

©2022 Westwood Professional Services, Inc.

GREEN MEADOWS
(NEIGHBORING SITE, ZONED PD-R)
(FILING No. 20210301000509)

BLOCK A

EXISTING 20' DRAINAGE EASEMENT

10' SETBACK TO BUILDING

31' PROPOSED FIRE LANE, ACCESS & UTILITY EASEMENT DEDICATION

50' PROPOSED FIRE LANE ACCESS & UTILITY EASEMENT DEDICATION

MATCHLINE: REFERENCE PG 2 OF 4

VISIBILITY TRIANGLE

ASSUME 45' ROW DEDICATION

EXISTING CR 1106

20.00' LANDSCAPE BUFFER

DALLAS AREA RAPID TRANSIT LINE
RESERVED FOR AMENITIES

20' SETBACK TO BUILDING

20' VEGETATIVE BUFFER

EXISTING N. POWELL PARKWAY

IN COMPLIANCE WITH:

THOR - THOROUGHFARE OVERLAY DISTRICT
- COUNTY ROAD 1106 (CR 1106) IS LISTED AS A MINOR ARTERIAL (90' R.O.W.)
- SITE SHOWS A 60' R.O.W. DEDICATION

F-B - FOOD-BEVERAGE OVERLAY DISTRICT

Note: Development assumes one lot for the entire development

ONE SINGLE LOT TOTALING:
704,409 SQUARE FEET
16.171 ACRES

SCALE: 1" = 40' - 0"
NOT FOR CONSTRUCTION

LEGEND

- FIRE LANE (generally located within easement dedication)
- PROPERTY LINE
- COVERED PARKING SPACE
- UNCOVERED PARKING SPACE
- REFUSE FACILITY

Note:
Bearings and distances were created from county parcels, not with survey data.

PREVIOUSLY APPROVED
Page 16 of 154

EXHIBIT 2

CONCEPT PLAN
DISTRICT COMMUNITY
BLOCK A, LOT 1
ANNA, TEXAS | COLIN COUNTY
PAGE 1 OF 4

16.171 ACRES
Z.F. LESTER SURVEY, ABS A0548
TRACT 20
MAY 18, 2022

Westwood

THE SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS, IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

Designed: AD
Checked: CC
Drawn: AD

OWNER:
ANNA 16 LLC
410 INTERCHANGE STREET
MCKINNEY, TX 75071-1829

DEVELOPER:
VALIANT REAL ESTATE SERVICES, INC.
5900 SOUTH LAKE FOREST DR, STE 300
MCKINNEY, TX 75070
PHONE: 469.569.1044
CONTACT: CHARLES BRANCH

ENGINEER:
WESTWOOD P.S.
PARKWAY CENTRE 1
2901 DALLAS PARKWAY
SUITE 400
PLANO, TX 75093
PHONE: 214.473.4640
CONTACT: TIM MULROONEY

0034889.00-CP-Exhibit

©2022 Westwood Professional Services, Inc.

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	
Zoning (from zoning map)	SF-E
Land Use (from zoning ordinance)	Undeveloped
Proposed Land Use	PD-MF-1
Lot Area (square feet & acres, includes dedication)	704,409 s.f. 16.171 acres
Building Footprint Area (square feet)	
- Product A (2 units per product/1 bedroom per unit)	1,620 s.f.
- Product B (1 unit per product/2 bedroom per unit)	1,140 s.f.
- Product C (1 unit per product/2 bedroom & garage)	1,200 s.f.
- Product D (1 unit per product/3 bedroom per unit)	1,200 s.f.
- Product E (1 unit per product/3 bedroom & garage)	1,300 s.f.
Total Building Footprint Area (square feet, within site; total product A + total product B)	178,880 s.f.
- Product A (2 units per product; 1,620 x 22 products)	35,640 s.f.
- Product B (1 unit per product; 1,140 x 36 products)	41,040 s.f.
- Product C (1 unit per product; 1,200 x 41 products)	49,200 s.f.
- Product D (1 unit per product; 1,200 x 3 products)	3,600 s.f.
- Product E (1 unit per product; 1,300 x 38 products)	49,400 s.f.
Building Height (feet - distance to tallest building element)	
- Product A	1 STORY
- Product B	2 STORY/26' MAX
- Product C	2 STORY/26' MAX
- Product D	2 STORY/26' MAX
- Product E	2 STORY/26' MAX
Lot Coverage (percent - X.XX%; 178,880 sf / 704,409)	25.4%
MULTIFAMILY UNITS	
# of 1 Bedrooms (A) | Minimum unit size	44 units | 810 s.f.
# of 2 Bedrooms (B) | Minimum unit size	36 units | 1,140 s.f.
# of 2 Bedrooms (C) | Minimum unit size	41 units | 1,200 s.f.
# of 3 Bedrooms (D) | Minimum unit size	3 units | 1,200 s.f.
# of 3 Bedrooms (E) | Minimum unit size	38 units | 1,300 s.f.
Total Unit Count	162 units
% of 1 Bedrooms	27%
% of 2 Bedrooms	48%
% of 3 Bedrooms	25%

Note: Development assumes one lot for the entire development

LEGEND

- FIRE LANE (generally located within easement dedication)
- PROPERTY LINE
- COVERED PARKING SPACE
- UNCOVERED PARKING SPACE
- REFUSE FACILITY

PARKING		
Required Parking (1 parking space per one-bedroom dwelling unit, 2 parking spaces per two-bedroom dwelling unit & 3 parking spaces per three-bedroom dwelling unit) 44 + (77 x 2) + (41 x 3)		321 spaces
Required Visitor Parking (25% visitor parking) 321 x 0.25		81 spaces
Total Required Parking (required parking plus required visitor parking; 321 + 81)		402 spaces
Required Covered Parking (50% of parking must be covered; 403 x 0.5) (79 garage spaces & 123 covered spaces)		201 spaces
Total Provided Parking		409 spaces
Total Pavement Area		178,599 s.f.

PER PRODUCT OPEN SPACE

REQUIRED

Type	Requirement	Unit Count	Total
1 Bedroom (A)	600 s.f.	44	26,400 s.f.
2 Bedroom (B)	900 s.f.	36	32,400 s.f.
2 Bedroom (C)	900 s.f.	41	36,900 s.f.
3 Bedroom (D)	1,200 s.f.	3	3,600 s.f.
3 Bedroom (E)	1,200 s.f.	38	45,600 s.f.
		Total Required	144,900 s.f.

PROVIDED

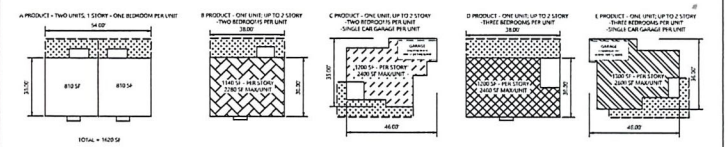
Total Open Space Provided Across Tract	168,945 s.f.

REFUSE FACILITY

GENERAL SITE DATA		
Maximum Distance (every dwelling unit shall be located within 250 feet of a refuse facility)		250 feet
Size of each container (in cubic yards)		6 c.y.
Quantity (minimum of 1 container per 30 dwelling units)		10

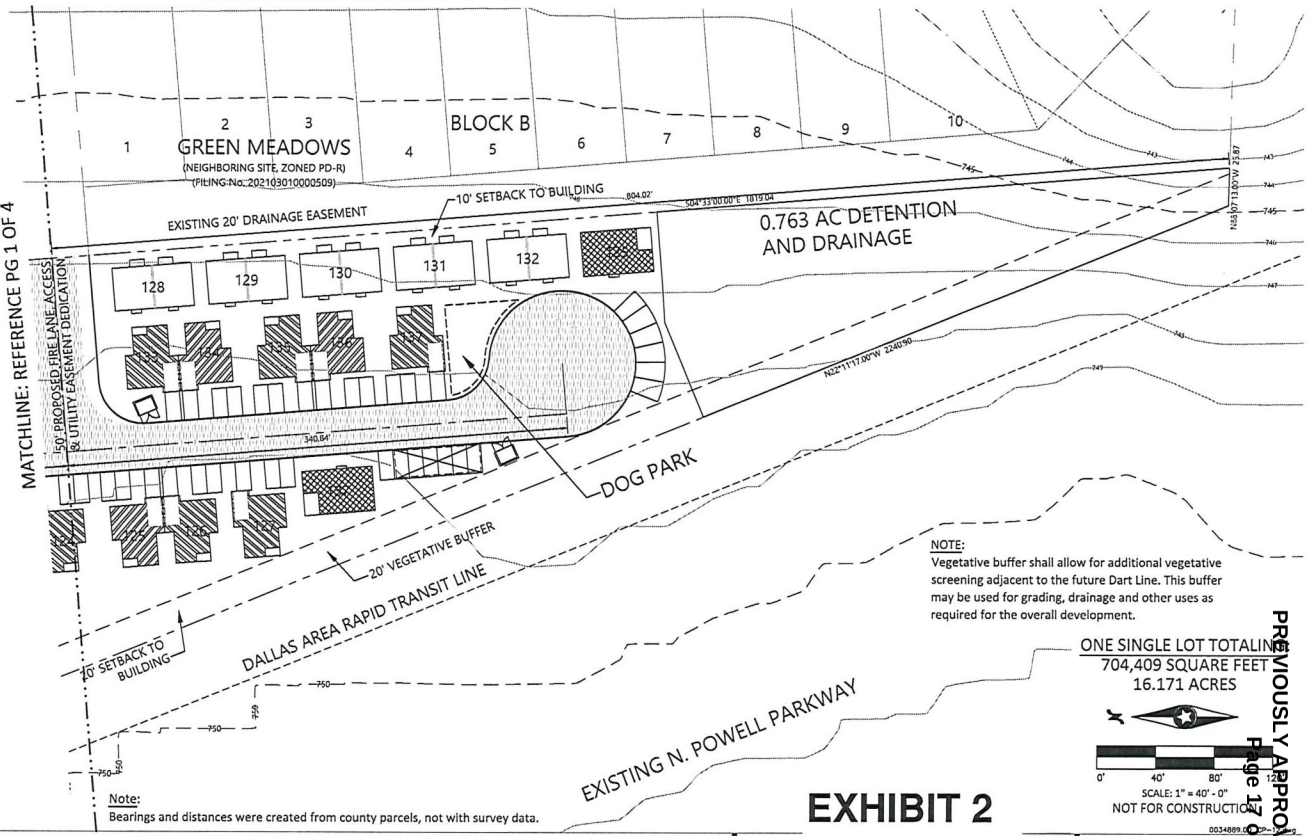
BUILDING TYPE

SCALE 1" = 30'-0"



OPEN SPACE
Typical adjacent open space per product (individual open space may vary)

FENCE
Typical fence-line per product (individual fence-line's may vary)



NOTE:
Vegetative buffer shall allow for additional vegetative screening adjacent to the future Dart Line. This buffer may be used for grading, drainage and other uses as required for the overall development.

Note:
Bearings and distances were created from county parcels, not with survey data.

ONE SINGLE LOT TOTALING
704,409 SQUARE FEET
16.171 ACRES

0' 40' 80'
SCALE: 1" = 40' - 0"
NOT FOR CONSTRUCTION

EXHIBIT 2

CONCEPT PLAN
DISTRICT COMMUNITY
BLOCK A, LOT 1
ANNA, TEXAS | COLIN COUNTY
PAGE 2 OF 4

16.171 ACRES
Z.F. LESTER SURVEY, ABS A0446
TRACT 20
MAY 18, 2022

PREVIOUSLY APPROVED
Page 17 of 17

Westwood

THE SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

Designed: AD
Checked: CC
Drawn: AD

OWNER:
ANNA 16 LLC
410 INTERCHANGE STREET
MCKINNEY, TX 75071-1829

DEVELOPER:
VALIANT REAL ESTATE SERVICES, INC.
1900 SOUTH LAKE FOREST DR, STE 300
MCKINNEY, TX 75070
PHONE: 469.569.1044
CONTACT: CHARLES BRANCH

ENGINEER:
WESTWOOD P.S.
PARKWAY CENTRE 1
2901 DALLAS PARKWAY
SUITE 400
PLANO, TX 75093
PHONE: 214.473.4640
CONTACT: TIM MULROONEY

0034889.00-CP-Exhibit2

Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend zoning for multiple-family residences on one lot on 16.3± acres located on the south side of County Road 1106, 185± feet east of N. Powell Parkway. (Planning Manager Lauren Mecke)

SUMMARY:
The subject property was initially rezoned in May 2022 as a Planned Development (PD) to allow for a medium-density, multiple-family residence. The property is under contract with a new developer and the applicant is requesting to modify the PD to better accommodate their product type.

A concept plan (Exhibit A) and open space exhibit (Exhibit B) for Anna Station, accompanies this request.

REMARKS:
The applicant is proposing amend the multiple-family zoning and design standards to include:

Height: Increase the maximum building height from 26 feet to 29 feet. For comparison, single-family zoning district typically allow a maximum height of buildings to be 35 feet.

Front yard setback: Reduce the front yard setback from 25 feet to 20 feet. The front yard setback only pertains to the buildings that run parallel to County Road (CR) 1106.

Side yard, interior setback: Reduce the side yard setback along the western property line from 20 feet to 15 feet and stipulate that mechanical equipment may not be closer than 5 feet to the property line

Refuse: Reduce the number of dumpsters when valet trash service is provided.

Fencing: Clarify that an interior fence greater than 3 feet is permitted within the front yard setback for units adjacent to the screening wall that runs parallel to CR 1106.

Landscape Buffer: Reduce the landscape buffer from 20 feet to 10 feet along CR 1106.

Tree Preservation Buffer: Reduce the tree preservation buffer along the DART right-of-way from 20 feet to 15 feet.

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 Planning & Zoning Commission recommended approval of the Planned Development amendment and repealing Ordinance No. 977-2022 and replace with the recommended restrictions below:.

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A) and Open Space Plan (Exhibit B).

2. 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 the MF-1 Multiple-Family Residential - Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Maximum Height (feet): 29

ii. Front yard setback: 20 feet

iii. Side Yard, Interior setback:

1. Along the eastern property boundaries buildings shall be set back a minimum of 10 feet including two-story structures.

2. Along the western property boundary buildings shall be setback a minimum of 15 feet including two-story structures.

3. Mechanical equipment shall not be closer than 5 feet to the property line

iv. Parking:

1. One-bedroom: One (1) space per unit;

2. Two- bedroom: Two (2) spaces per unit;

3. Three-bedroom: Three (3) spaces per unit;

4. Covered Parking: 50% of the residence required parking must be covered; and

5. Visitor Parking: 0.25 per unit.

v. Refuse: When valet trash services are provided, exempt from Sec. 9.04.019 (g) and must provide a minimum of 12 cubic yards of refuse container.

vi. Screening Wall and Fence:

1. Screening and fencing on any perimeter not abutting a public right-of-way shall consist of a 6-foot board on board wood fencing.

2. Screening wall and fences greater than 3 feet in height are permitted within the front yard setback

vii. Landscape Buffer along Major Thoroughfare: 10 feet

viii. Tree Preservation Buffer: To preserve the natural tree line, provide transition between different types of land uses, and to reduce noise, air, and visual pollutions the following shall be required.

1. 15-foot-wide vegetative buffer shall be provided along the entire western property boundary adjacent to the Dallas Area Rapid Transit rail line. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3” minimum caliber shall be planted staggered at 25-foot centers. The 15-foot vegetative buffer can count toward the required 15-foot building setback from the property line.

3. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located along the western property boundary of the zoning requires. The existing tree line shall be located within a 15’ tree preservation easement as identified on the Concept Plan (Exhibit B) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.

4. 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 public

hearing.

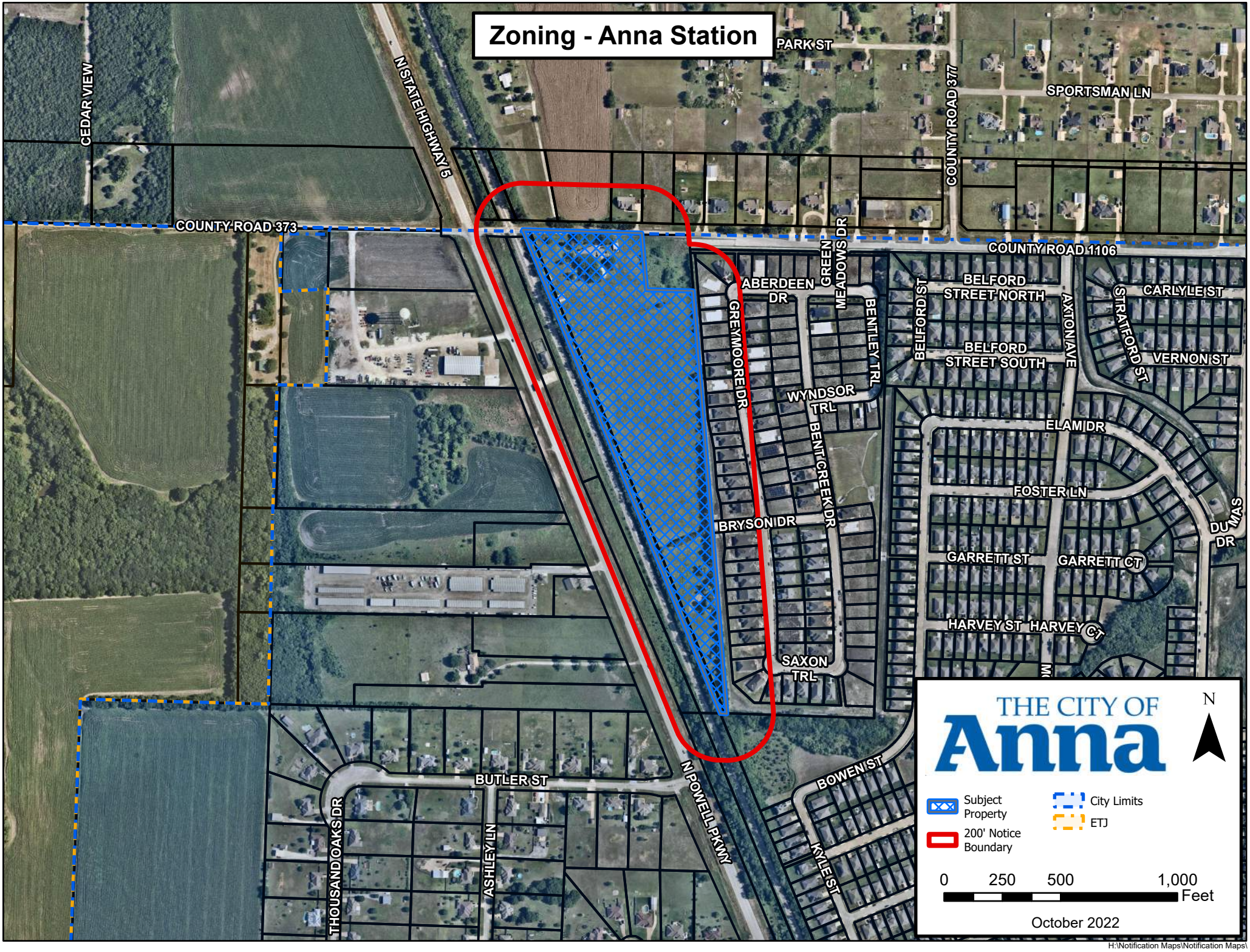
5. The Concept Plan will expire after two (2) years of approval

ATTACHMENTS:

1. Anna Station Locator Map
2. Ordinance (Anna Station)
3. Exhibit 1 (Survey Legal Description) Anna Station
4. Exhibit 2 (CP) Anna Station
5. Exhibit 3 (OSP) Anna Station

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services	Approved - 12/5/2022
Jim Proce, City Manager	Final Approval - 12/7/2022



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS
(Property zoned under this ordinance is generally located on the south side of County Road 1106, 175± feet east of State Highway 5.)

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 Anna 1340 Holdings, LLC on Property described 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 south side of County Road 1106, 175± feet east of State Highway 5; 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 repealing the current zoning (Ord. No. 977-2022) and replacing the zoning of the Property described in Exhibit 1 and as 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 high-quality Multiple-Family Residences project.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

Development of the Property shall comply with the City of Anna Zoning Ordinance utilizing "MF-1" Multiple-Family Residential – Medium Density base zoning with the concept plan and variances listed below.

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 2) and Open Space Plan (Exhibit 3).

2. 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 the MF-1 Multiple-Family Residential - Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

    A. Maximum Height (feet): 29

    B. Front yard setback: 20 feet

    C. Side Yard, Interior setback:

        i. Along the eastern property boundaries buildings shall be set back a minimum of 10 feet including two-story structures.

        ii. Along the western property boundary buildings shall be setback a minimum of 15 feet including two-story structures.

        iii. Mechanical equipment shall not be closer than 5 feet to the property line

    D. Parking:

        i. One-bedroom: One (1) space per unit;

        ii. Two- bedroom: Two (2) spaces per unit;

        iii. Three-bedroom: Three (3) spaces per unit;

iv. Covered Parking: 50% of the residence required parking must be covered; and

v. Visitor Parking: 0.25 per unit.

E. Refuse: When valet trash services are provided, exempt from Sec. 9.04.019 (g) and must provide a minimum of 12 cubic yards of refuse container.

F. Screening Wall and Fence:

i. Screening and fencing on any perimeter not abutting a public right-of-way shall consist of a 6-foot board on board wood fencing.

ii. Screening wall and fences greater than 3 feet in height are permitted within the front yard setback

G. Landscape Buffer along Major Thoroughfare: 10 feet

H. Tree Preservation Buffer: To preserve the natural tree line, provide transition between different types of land uses, and to reduce noise, air, and visual pollutions the following shall be required.

i. 15-foot-wide vegetative buffer shall be provided along the entire western property boundary adjacent to the Dallas Area Rapid Transit rail line. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers. The 15-foot vegetative buffer can count toward the required 15-foot building setback from the property line.

3. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located along the western property boundary of the zoning requires. The existing tree line shall be located within a 15' tree preservation easement as identified on the Concept Plan (Exhibit B) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.

4. 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 public hearing.

5. 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.

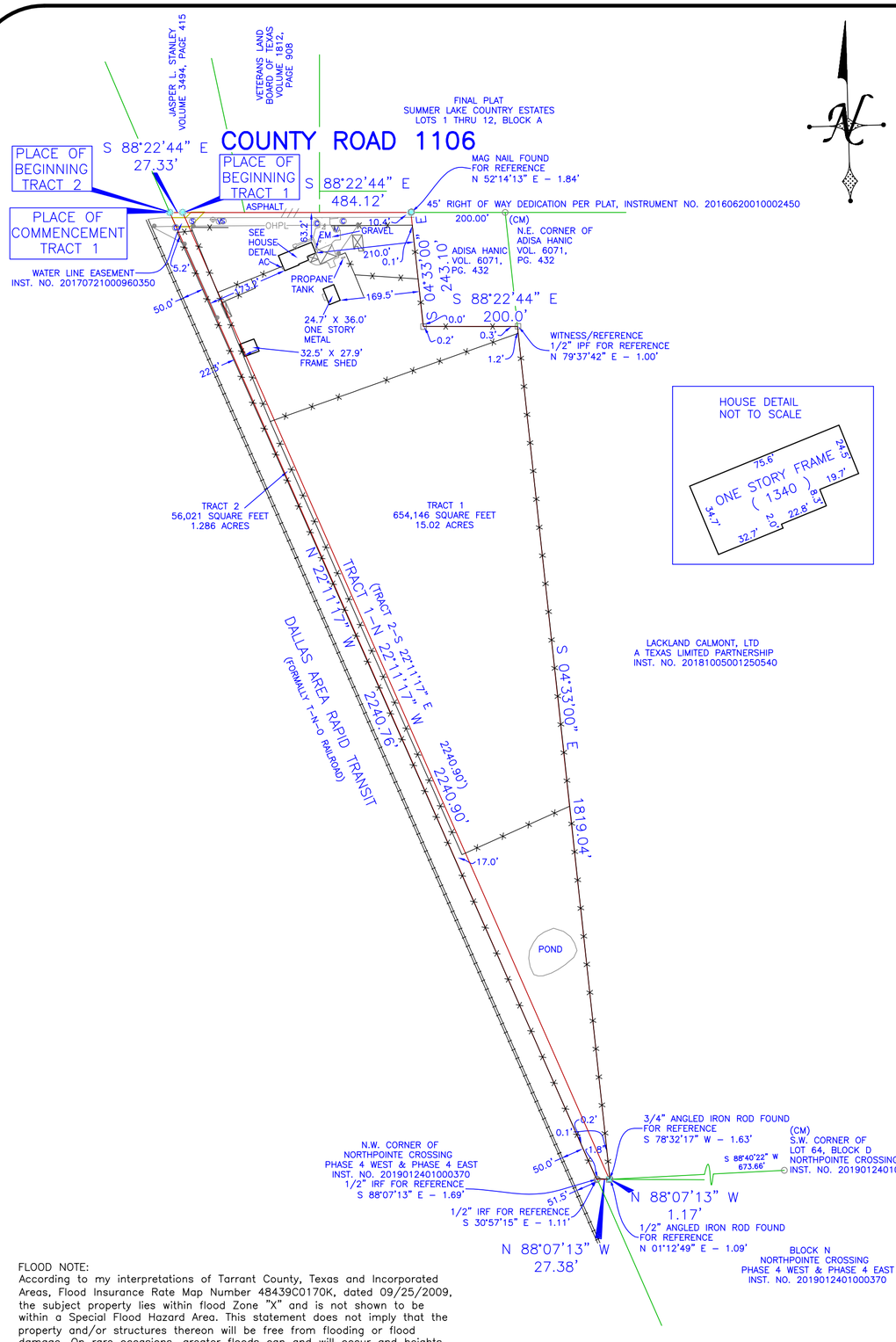
Section 6. **Publication of the Caption and Effective Date**

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 13th day of December 2022.

ATTESTED: APPROVED:

_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor



LEGAL DESCRIPTION

Tract 1

BEING a tract of land situated in the Z.F. Lester Survey, Abstract No. 546, in Collin County, Texas, being a tract of land, called Tract A, conveyed to Gary E. Anderson and wife, Patsy J. Anderson, as recorded in Volume 1057, Page 870, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail set for corner in County Road 1106, being on the East line of Dallas Area Rapid Transit tract (formally T-N-O Railroad), being the Southwest corner of a tract of land conveyed to Jasper L. Stanley, as recorded in Volume 3494, Page 415, D.R.C.C.T., and being the Northeast corner of a tract of land, called Tract B, of said Anderson deed, thence South 88 degrees 22 minutes 44 seconds East, with the South line of said Stanley tract, a distance of 27.33 feet to a mag nail set for corner in said County Road 1106, being the Northwest corner of said Tract A / Anderson tract, and being hereinafter referred to as a PLACE OF BEGINNING;

THENCE South 88 degrees 22 minutes 44 seconds East, in said County Road 1106, a distance of 484.12 feet to a mag nail set for corner, from which a mag nail found for reference bears North 53 degrees 42 minutes 51 seconds East, a distance of 1.84 feet, said corner being the Northwest corner of a tract of land conveyed to Adisa Hanic, as recorded in Volume 6071, Page 432, D.R.C.C.T.;

THENCE South 04 degrees 33 minutes 00 seconds East, departing said road and with the West line of said Hanic tract, a distance of 243.10 feet to a fence post for reentrant corner;

THENCE South 88 degrees 22 minutes 44 seconds East, with the South line of said Hanic tract, a distance of 200.00 feet to a fence post for corner, being on the West line of a tract of land conveyed to Lackland Calmont Ltd., a Texas limited partnership, as recorded in Instrument No. 20181005001250540, D.R.C.C.T.;

THENCE South 04 degrees 33 minutes 00 seconds East, with the West line of said Calmont tract, a distance of 1819.04 feet to a point for corner, from which a 1/2-inch angled iron rod found for reference bears North 01 degrees 12 minutes 49 seconds East, a distance of 1.09 feet, and a 3/4-inch angled iron rod found for reference bears South 78 degrees 32 minutes 17 seconds West, a distance of 1.63 feet, said corner being on the North line of Block N, of Northpointe Crossing Phase 4 & Phase 4 East, an addition to Collin County, Texas, according to the plat thereof, recorded in Instrument No. 201901240100370 of the Plat Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 13 seconds West, a distance of 1.17 feet to a point for corner on the North line of said Northpointe Crossing addition;

THENCE North 22 degrees 11 minutes 17 seconds West, with the East line of said Dallas Area Rapid Transit tract, a distance of 2240.90 feet to a PLACE OF BEGINNING and containing 654,146 square feet or 15.02 acres, of which approximately 7,185 square feet or 0.165 of an acre lies in said county road.

Tract 2

BEING a tract of land situated in the Z.F. Lester Survey, Abstract No. 546, in Collin County, Texas, being a tract of land, called Tract B, conveyed to Gary E. Anderson and wife, Patsy J. Anderson, as recorded in Volume 1057, Page 870, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:
BEGINNING at a mag nail set for corner in County Road 1106, being on the East line of Dallas Area Rapid Transit tract (formally T-N-O Railroad), being the Southwest corner of a tract of land conveyed to Jasper L. Stanley, as recorded in Volume 3494, Page 415, D.R.C.C.T., and being the Northeast corner of said Tract B;

THENCE South 88 degrees 22 minutes 44 seconds East, a distance of 27.33 feet to a mag nail set for corner in said County Road 1106, and being on the South line of said Stanley tract;

THENCE South 22 degrees 11 minutes 17 seconds East, a distance of 2240.90 feet to a point for corner, being on the North line of Northpointe Crossing Phase 4 & Phase 4 East, an addition to Collin County, Texas, according to the plat thereof, as recorded in Instrument No. 201901240100370 of the Plat Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 13 seconds West, a distance of 27.38 feet to a 1/2-inch iron rod found for corner, from which a 1/2-inch iron rod found for reference bears South 88 degrees 07 minutes 13 seconds East, a distance of 1.69 feet, and a 1/2-inch iron rod found for reference bears South 30 degrees 57 minutes 15 seconds East, a distance of 1.11 feet, said corner being on the said East line of Dallas Area Rapid Transit tract;

THENCE North 22 degrees 11 minutes 17 seconds West, with the East line of said Dallas Area Rapid Transit tract, a distance of 2240.76 feet to a PLACE OF BEGINNING and containing 56,021 square feet or 1.286 acres of land, of which approximately 373 square feet or 0.009 of an acre lies in said county road.

NOTES:

The following Items are from Schedule B, Commitment for Title Insurance, Reunion Title Company, G.F. No. 2018-290011-RU, issued October 24, 2019.

e. Easement granted by Gary E. Anderson to Tom & Mary Renner, filed 08/26/1983, recorded in Volume 1721, Page 898, Real Property Records, Collin County, Texas.

f. Easement granted by Gary Anderson to City of Anna, filed 07/18/2017, recorded in cc# 20170718000938500, Real Property Records, Collin County, Texas.

Said Easement corrected by Permanent Water Easement filed 07/21/2017, recorded in cc# 20170721000960350, Real Property Records, Collin County, Texas. (affected as shown)

Tract 1 gross land area 15.02 Acres or 654,146 square feet
Tract 2 gross land area 1.286 Acres or 56,021 square feet
Tract 1 and 2 total gross land area 16,306 acres or 710,167 square feet

0 Total Parking Spaces, 0 Total Handicap Spaces

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

No known proposed changes in street right of way lines, no known of information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

There has been no known field delineation of wetlands conducted by a qualified specialist hired by the client, and no known delineation markers were observed in the process of conducting the fieldwork.

No known plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items).

Party walls not observed

SURVEYOR'S CERTIFICATION

To: Phelco Holdings, LLC, a Texas limited liability company and Reunion Title Company.
This is to certify that this map or plat and the survey on which it is based were made substantially in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items of Table A thereof. The fieldwork was completed on October 05, 2019.

FLOOD NOTE:
According to my interpretations of Tarrant County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48439C0170K, dated 09/25/2009, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and heights may be increased by man–made or natural causes. This statement shall not create liability on the part of surveyor.

BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM. NORTH CENTRAL ZONE

REUNION TITLE

TITLE AND ABSTRACTING WORK FURNISHED BY REUNION TITLE

ACCEPTED BY: _____

_____

OHPL =OVERHEAD POWER LINE
OHSL =OVERHEAD SERVICE LINE

PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS Volume 1721, Page 898, cc# 20170721000960350 (AS SHOWN)

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR REUNION TITLE & PHELCO HOLDINGS, LLC

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

LEGEND

WOOD FENCE	TEXT	CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE	WIRE FENCE	EASEMENT/SETBACK
CM – CONTROLLING MONUMENT		EDGE	
MRD – MONUMENTS OF RECORD DIGNITY			
1/2" IRON ROD FOUND			
POINT FOR CORNER			
5/8" IRON ROD FOUND			
FOUND 'X'			
MAG NAIL FOUND			
MAG NAIL SET	(S) – SIGN		
(C) – CABLE	(E) – ELECTRIC		
(CO) – CLEAN OUT	(PE) – POOL EQUIP		
(G) – GAS METER	(P) – POWER POLE		
(H) – FIRE HYDRANT	(T) – TELEPHONE		
(L) – LIGHT POLE	(W) – WATER METER		
(M) – MANHOLE	(V) – WATER VALVE		

(UNLESS OTHERWISE NOTED)

ALTA SURVEY

BURNS SURVEYING

BARRY S. RHODES Registered Professional Land Surveyor (214) 326–1090
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1340 COUNTY ROAD 1106, in COLLIN COUNTY Texas.

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

STATE OF TEXAS REGISTERED BARRY S. RHODES 3691 PROFESSIONAL LAND SURVEYOR

Scale: 1" = 200'
Date: 11/05/2019
G. F. No. 2018–290011–RU
Job no.: 201908199
Drawn by: CMR

7509 PENNRIDGE CIRCLE
ROWLETT, TEXAS 75088
PHONE 214–326–1090

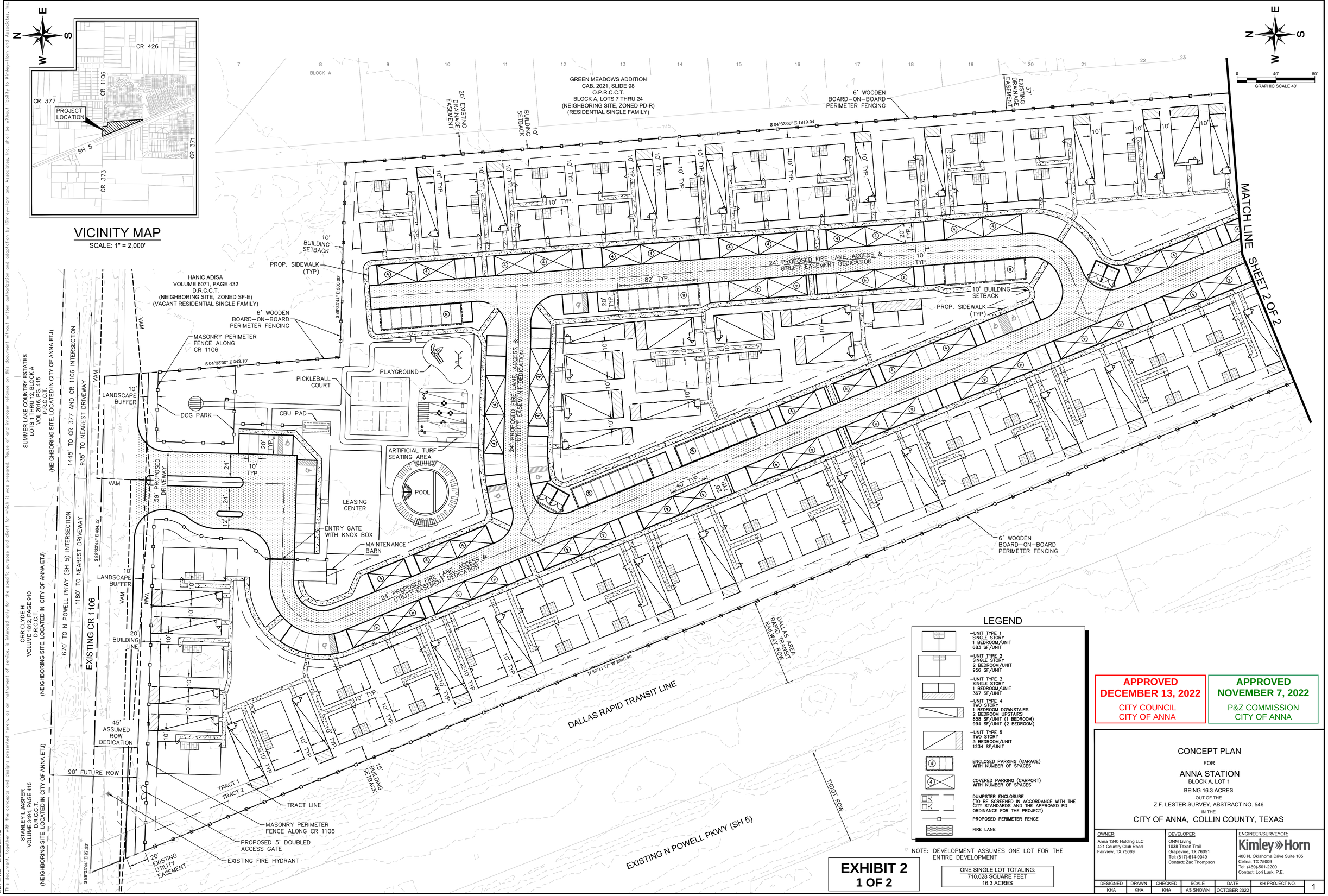
REVISED 1/17/2020

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LESNANSKY, MCKENZIE 10/28/2022 8:40 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PJOBS\TPS_2022\322070 - ONNA\ANNA SITE\CAD\RELEASE\ANNA YES\TBHRTS\ZONING_20221010.DWG [CP-1]
LAST SAVED 10/28/2022 8:39 AM

VICINITY MAP

SCALE: 1" = 2,000'



LEGEND

- UNIT TYPE 1 — SINGLE STORY — 1 BEDROOM/UNIT — 683 SF/UNIT
- UNIT TYPE 2 — SINGLE STORY — 2 BEDROOM/UNIT — 956 SF/UNIT
- UNIT TYPE 3 — SINGLE STORY — 1 BEDROOM/UNIT — 367 SF/UNIT
- UNIT TYPE 4 — TWO STORY — 1 BEDROOM DOWNSTAIRS — 2 BEDROOM UPSTAIRS — 858 SF/UNIT (1 BEDROOM) — 994 SF/UNIT (2 BEDROOM)
- UNIT TYPE 5 — TWO STORY — 3 BEDROOM/UNIT — 1234 SF/UNIT
- ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- FIRE LANE

▽ NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

EXHIBIT 2
1 OF 2

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		1

USEABLE OPEN SPACE REQUIREMENTS					
			# of Bedrooms/Unit		
Unit Type	Bedrooms Per Unit	Units	1 or Less (600 SF Open Space/Bedroom)	Each Additional Over 1 (300 SF Open Space/Bedroom)	Required Open Space (ACRES)
Type 1	1	72	72	0	0.99
Type 2	2	36	36	36	0.74
Type 3	1	8	8	0	0.11
Type 4	1	33	33	0	0.45
Type 4	2	33	33	33	0.68
Type 5	3	14	14	28	0.39
	Total	196		Total	3.37

OPEN SPACE SUMMARY TABLE	
Open Space Acreage*	5.0 Acre
Private Backyard Acreage	0.23 Acre
Amenity Acreage**	0.75 Acre
Pool Acreage***	0.25 Acre
Total Open Space Acreage Provided	**6.23 Acre**
Total Open Space Acreage Required	**3.37 Acre**

*Open Space Acreage does not include area between buildings
**Open Space Acreage does not include sidewalk
***Base Pool Area + 10 FT Offset = 3,630 SF
(Credit of 3 SF Open Space/1 SF Pool Area = 3,630 SF x 3 = 10,890 SF = 0.25 Acres)

GENERAL SITE DATA	
Zoning (from zoning map)	MF-1
Land Use (from Zoning Ordinance)	Undeveloped
Proposed Land Use	PD-MF-1
Lot Area* (square feet & acres, includes dedication)	16.3 acres 710,028 s.f.
Building Footprint Area (square feet)	
-Unit Type 1 (2 units per product/1 bedroom per unit)	1,605 SF
-Unit Type 2 (2 units per product/2 bedrooms per unit)	2,138 SF
-Unit Type 3 (2 units per product/1 bedroom per unit)	832 SF
-Unit Type 4 (2 units per product/1,2 bedrooms per unit)	1,048 SF
-Unit Type 5 (2 units per product/3 bedrooms per unit)	1,450 SF
Total Building Area (square feet)	
-Unit Type 1 (2 units per product, 1,605 s.f. x 36 products)	57,780 SF
-Unit Type 2 (2 units per product, 2,138 s.f. x 18 products)	38,484 SF
-Unit Type 3 (2 units per product, 832 s.f. x 4 products)	3,328 SF
-Unit Type 4 (2 units per product, 1,048 s.f. x 33 products)	34,584 SF
-Unit Type 5 (2 units per product, 1,450 s.f. x 7 products)	10,150 SF
Building Height (feet - distance to tallest building element)	
-Unit Type 1	1-Story
-Unit Type 2	1-Story
-Unit Type 3	1-Story
-Unit Type 4	2-Story/29' Max
-Unit Type 5	2-Story/29' Max
Lot Coverage (percent - x.xx%, 144,326 s.f./710,028 s.f.)	20%

*Development assumes one lot for the entire development

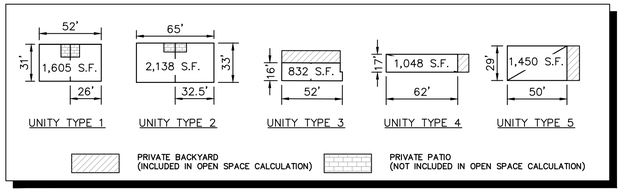
MULTIFAMILY UNITS	
# of 1 Bedrooms (Type 1) | Minimum Unit Size	72 units | 683 SF
# of 2 Bedrooms (Type 2) | Minimum Unit Size	36 units | 956 SF
# of 1 Bedrooms (Type 3) | Minimum Unit Size	8 units | 367 SF
# of 1 Bedrooms (Type 4) | Minimum Unit Size	33 units | 858 SF
# of 2 Bedrooms (Type 4) | Minimum Unit Size	33 units | 994 SF
# of 3 Bedrooms (Type 5) | Minimum Unit Size	14 units | 1234 SF
Total Unit Count	196 units
% of 1 Bedrooms	58%
% of 2 Bedrooms	35%
% of 3 Bedrooms	7%

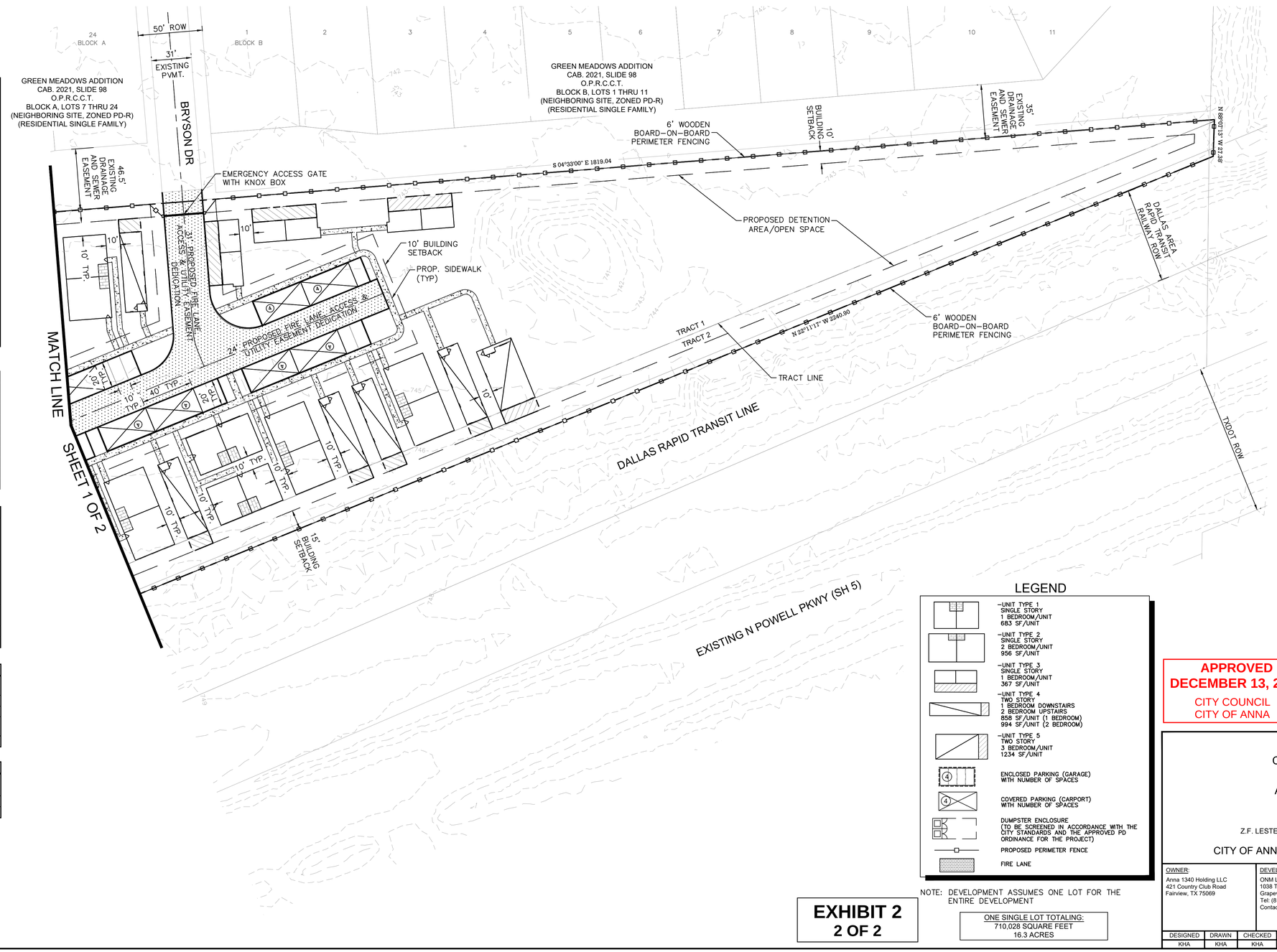
REQUIRED PARKING	
Required Parking (per planned development) (1 parking space per one-bedroom dwelling unit, 2 spaces per two-bedroom dwelling unit, and 3 parking spaces per three-bedroom dwelling unit)	293 spaces
Required Visitor Parking (0.25 spaces per dwelling unit)	49 spaces
Total Required Parking (required parking plus required visitor parking)	342 spaces
Required Covered Parking (50% of required parking must be covered)	171 spaces
Accessible Parking Required	8 spaces
Total Required Parking	342 spaces

PROVIDED PARKING	
Surface Parking (inclusive of visitor parking)	86 spaces | 25.1%
Covered Carport Parking	216 spaces | 63.2%
Garage Parking	40 spaces | 11.7%
Accessible Parking (included in surface parking total)	8 spaces
Total Provided Parking	342 spaces

LANDSCAPED AREA	
Required Internal Landscape Area (square feet - 8 square feet per parking space)	2,736 SF
Additional Interior Landscape Provided (square feet)	273,364 SF
Total Landscape Area (square feet)	276,100 SF

BUILDING TYPE





LEGEND

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT 2
2 OF 2

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1
BEING 16.3 ACRES
OUT OF THE
Z.F. LESTER SURVEY, ABSTRACT NO. 546
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

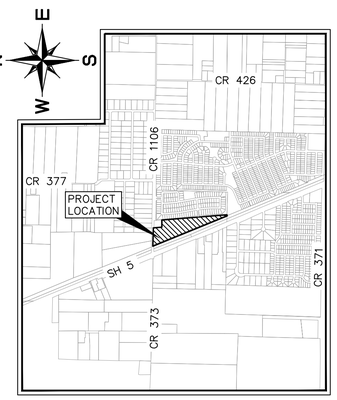
DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		2

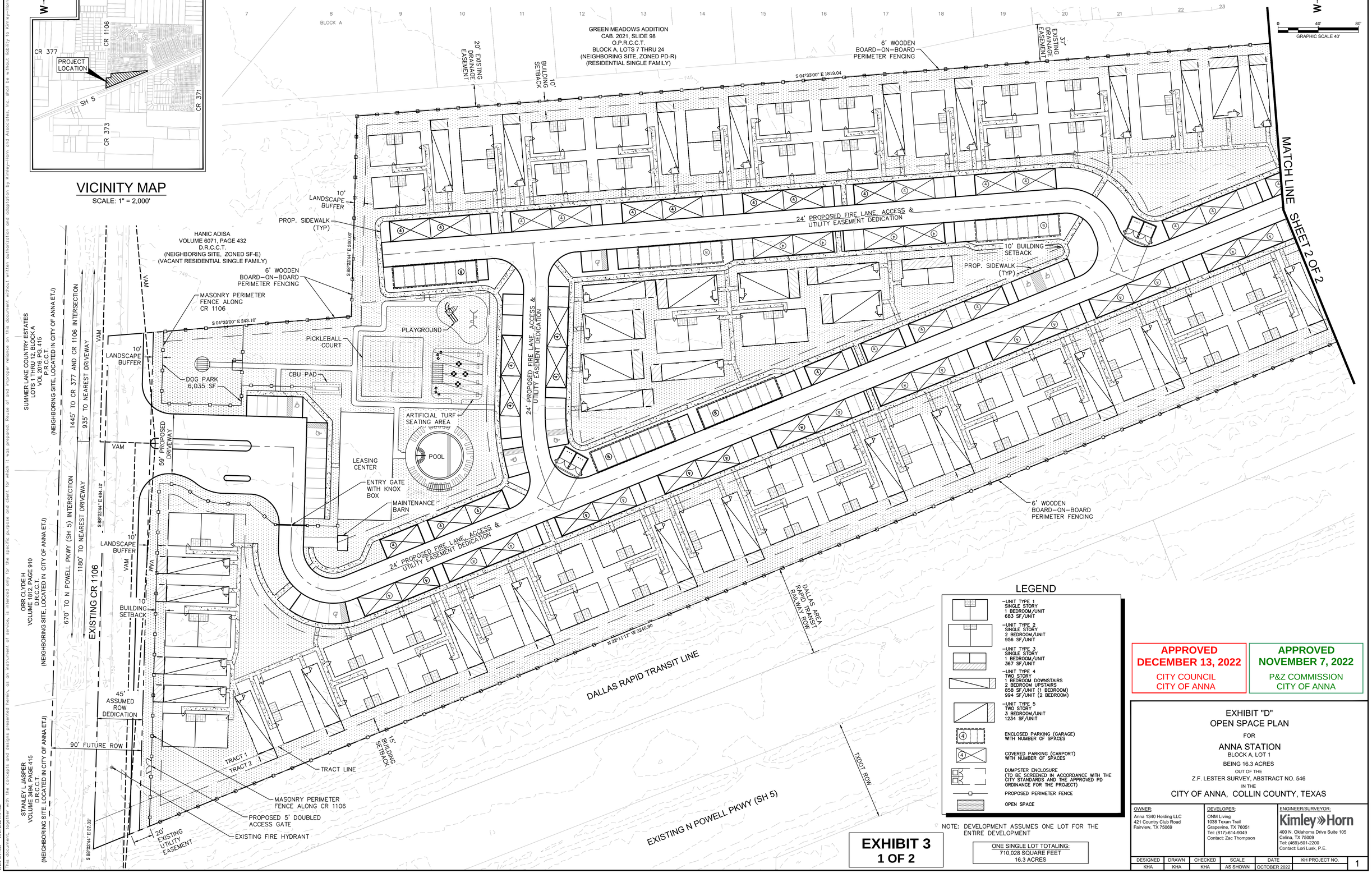
PLOTTED BY LESNANSKY, MCKENZIE 10/29/2022 8:43 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2022\2022070 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010.DWG [CP-2]
LAST SAVED 10/29/2022 8:42 AM

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP

SCALE: 1" = 2,000'



LEGEND

- UNIT TYPE 1
  SINGLE STORY
  1 BEDROOM/UNIT
  683 SF/UNIT
- UNIT TYPE 2
  SINGLE STORY
  2 BEDROOM/UNIT
  956 SF/UNIT
- UNIT TYPE 3
  SINGLE STORY
  1 BEDROOM/UNIT
  367 SF/UNIT
- UNIT TYPE 4
  TWO STORY
  1 BEDROOM DOWNSTAIRS
  2 BEDROOM UPSTAIRS
  858 SF/UNIT (1 BEDROOM)
  994 SF/UNIT (2 BEDROOM)
- UNIT TYPE 5
  TWO STORY
  3 BEDROOM/UNIT
  1234 SF/UNIT
- (4) ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- (4) COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- OPEN SPACE

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT 3
1 OF 2

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

EXHIBIT "D"
OPEN SPACE PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Anna 1340 Holding LLC 421 Country Club Road Fairview, TX 75069	ONM Living 1038 Texan Trail Grapevine, TX 76051 Tel: (817)-614-9049 Contact: Zac Thompson	Kimley»Horn 400 N. Oklahoma Drive Suite 105 Celina, TX 75009 Tel: (469)-501-2200 Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		1

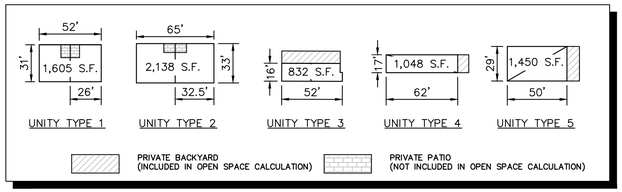
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

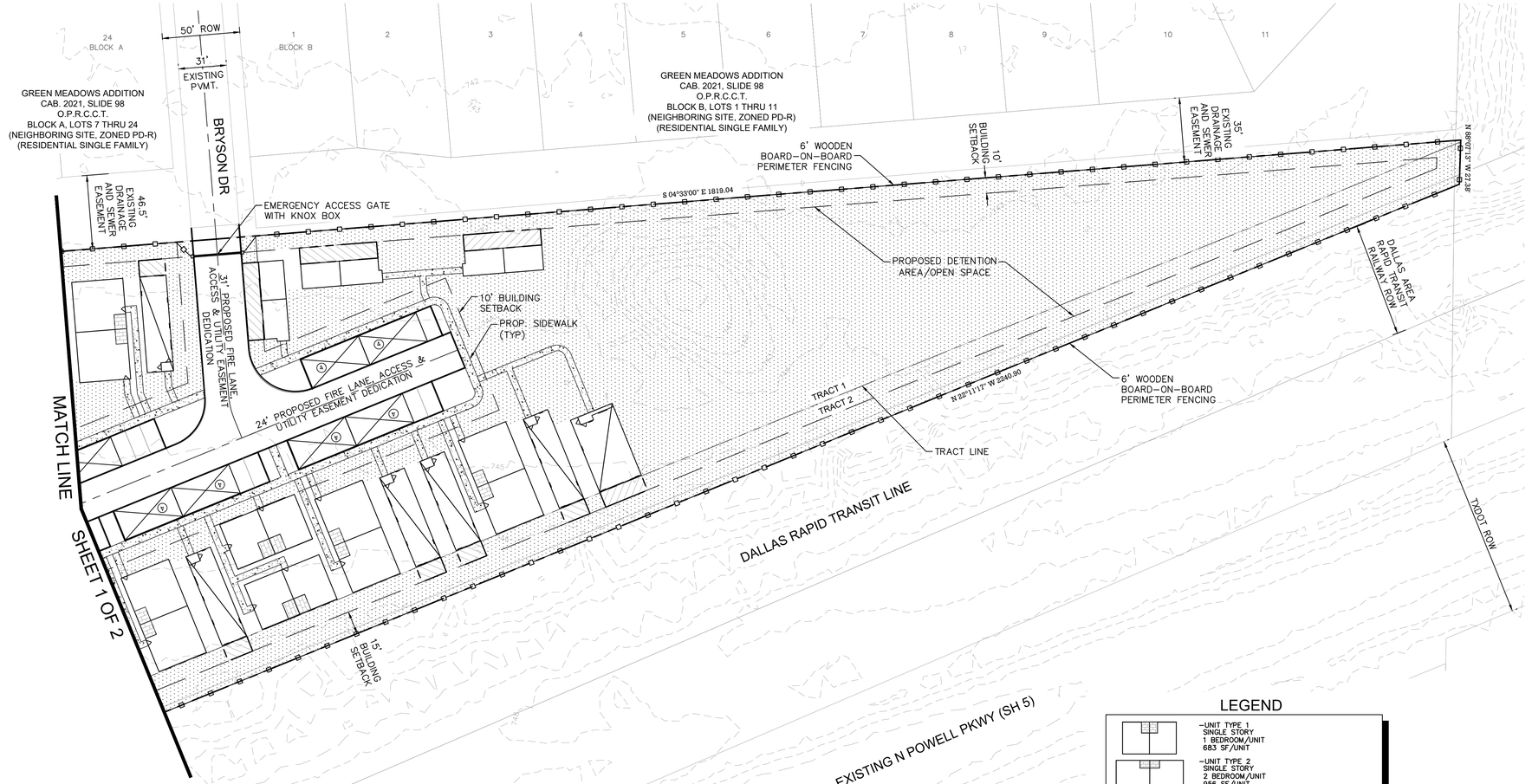
PLOTTED BY LESNANSKY, MCKENZIE 10/24/2022 10:06 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2023\23270 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010.DWG [10P-1]
LAST SAVED 10/24/2022 9:41 AM

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LESNANSKY, MCKENZIE 10/2/2022 8:44 AM
DWG NAME K:\CFL_CIVIL\SINGLE FAMILY PROJECTS_2023\202370 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010_ANNA CONCEPT PLAN_20221010.DWG
LAST SAVED 10/2/2022 9:41 AM

BUILDING TYPE





OPEN SPACE SUMMARY TABLE	
Open Space Acreage*	5.0 Acre
Private Backyard Acreage	0.23 Acre
Amenity Acreage**	0.75 Acre
Pool Acreage***	0.25 Acre
Total Open Space Acreage Provided	**6.23 Acre**
Total Open Space Acreage Required	**3.37 Acre**

*Open Space Acreage does not include area between buildings
**Open Space Acreage does not include sidewalk
***Base Pool Area + 10 FT Offset = 3,630 SF
(Credit of 3 SF Open Space/1 SF Pool Area = 3,630 SF x 3 = 10,890 SF = 0.25 Acres)

USEABLE OPEN SPACE REQUIREMENTS					
			# of Bedrooms/Unit		
Unit Type	Bedrooms Per Unit	Units	1 or Less (600 SF Open Space/Bedroom)	Each Additional Over 1 (300 SF Open Space/Bedroom)	Required Open Space (ACRES)
Type 1	1	72	72	0	0.99
Type 2	2	36	36	36	0.74
Type 3	1	8	8	0	0.11
Type 4	1	33	33	0	0.45
Type 4	2	33	33	33	0.68
Type 5	3	14	14	28	0.39
	Total	**196**		**Total**	**3.37**

LEGEND

- UNIT TYPE 1 — SINGLE STORY, 1 BEDROOM/UNIT, 683 SF/UNIT
- UNIT TYPE 2 — SINGLE STORY, 2 BEDROOM/UNIT, 956 SF/UNIT
- UNIT TYPE 3 — SINGLE STORY, 1 BEDROOM/UNIT, 367 SF/UNIT
- UNIT TYPE 4 — TWO STORY, 1 BEDROOM DOWNSTAIRS, 2 BEDROOM UPSTAIRS, 858 SF/UNIT (1 BEDROOM), 994 SF/UNIT (2 BEDROOM)
- UNIT TYPE 5 — TWO STORY, 3 BEDROOM/UNIT, 1234 SF/UNIT
- ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- OPEN SPACE

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT 3
1 OF 2

0 40' 80'
GRAPHIC SCALE 40'

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

EXHIBIT "D"
OPEN SPACE PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		2

Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:
Consider/Discuss/Action on a Resolution regarding Anna Station, Concept Plan. (Planning Manager Lauren Mecke)

SUMMARY:
Multiple-Family Residences on 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the conceptual layout and related site improvements associated with the future multiple-family development. The concept plan complies with the zoning districts area regulations as requested by the zoning case.

FINANCIAL IMPACT:
N/A

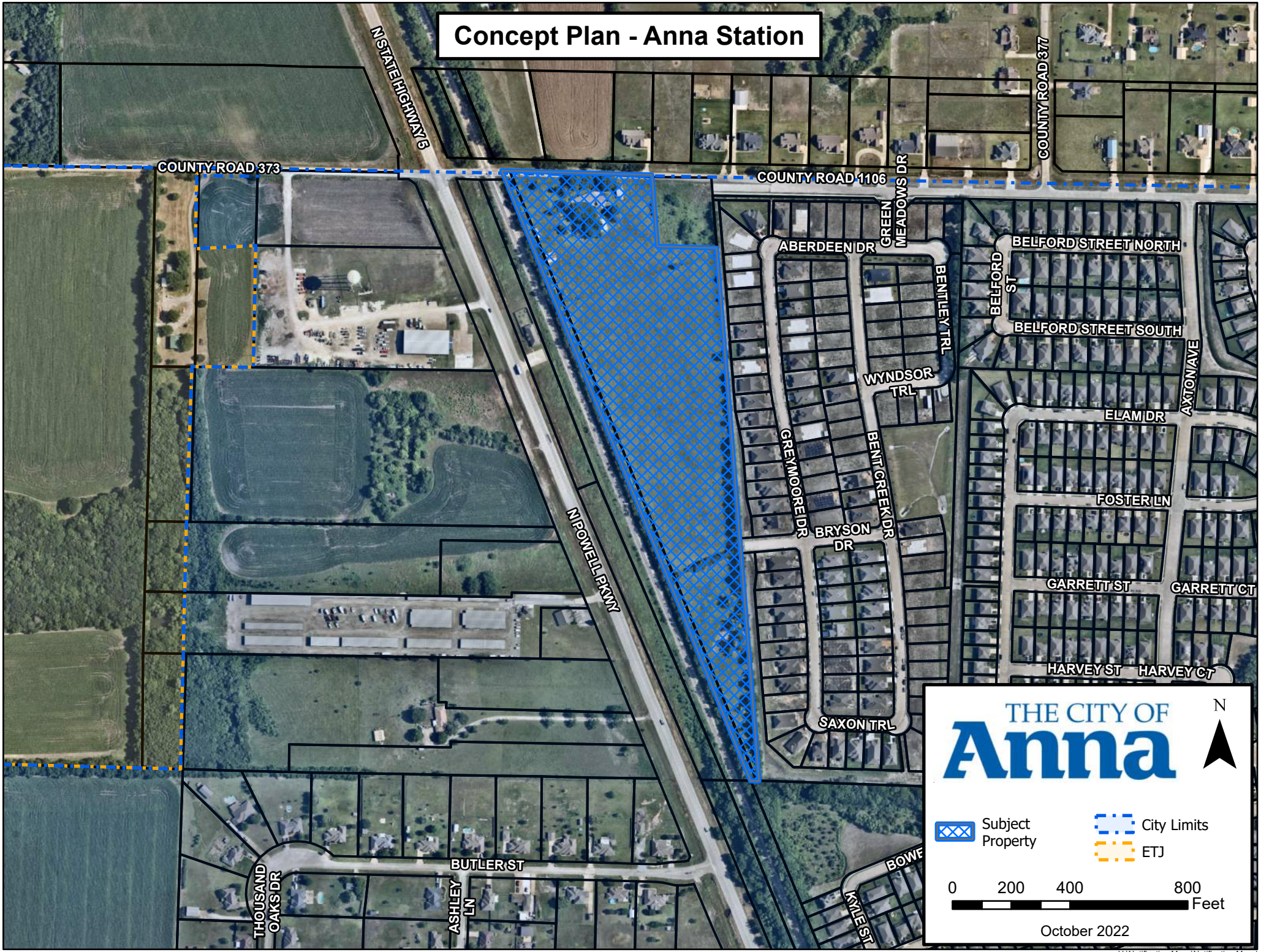
STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
The Planning & Zoning Commission recommended approval subject to approval of the zoning request.

ATTACHMENTS:
1. Anna Station Concept Plan Locator Map
2. RESOLUTION (CP) Anna Station
3. Exhibit A (CP) Anna Station

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 11/29/2022
Ross Altobelli, Director of Development Services	Approved - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ANNA STATION, BLOCK A, LOT 1.

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, Anna 1340 Holdings, LLC, has submitted an application for the approval of the Concept Plan for Anna Station, Block A, Lot 1; 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 Concept Plan

The City Council hereby approves the Concept Plan for Anna Station, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

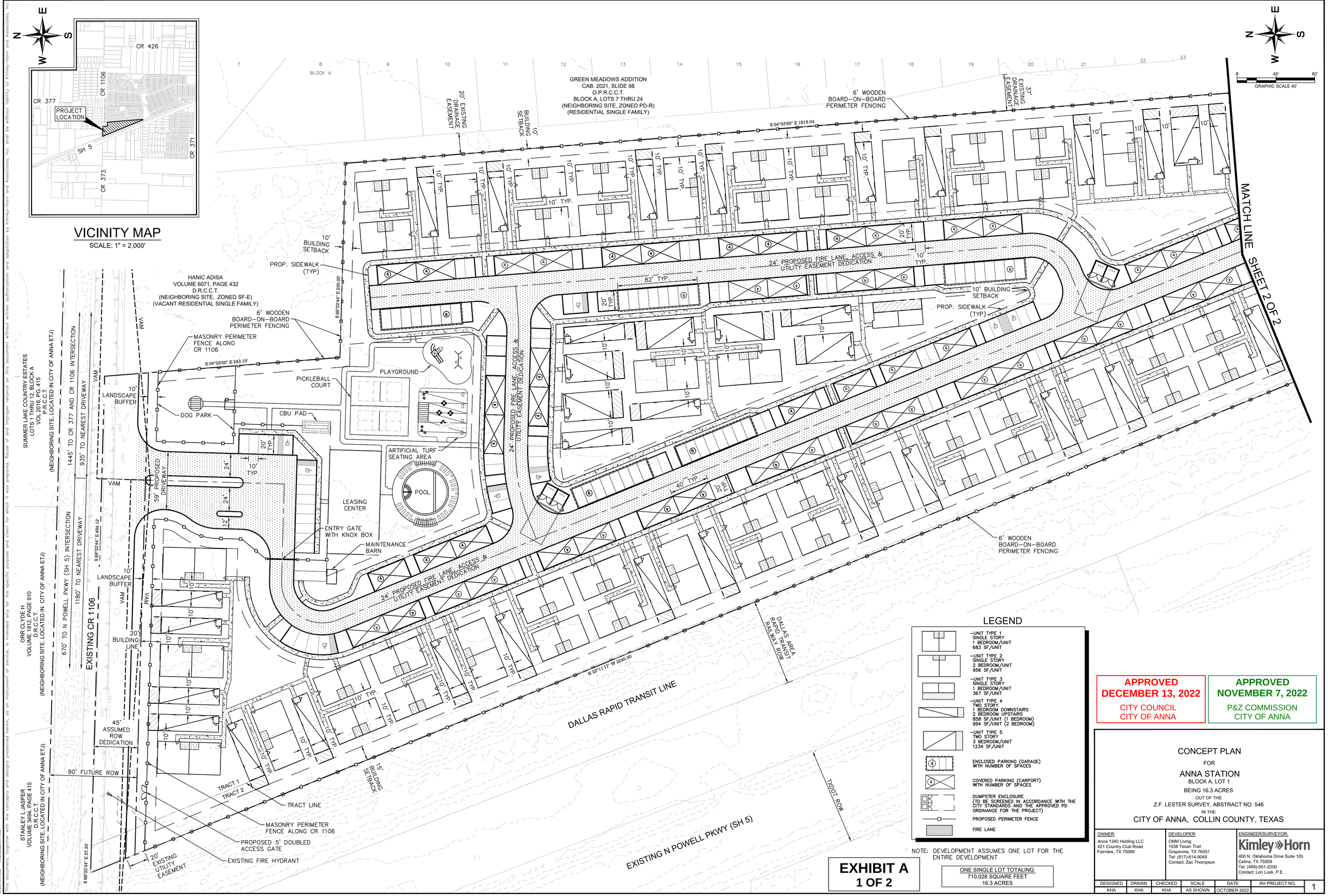
_____
Mayor, Nate Pike

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LESNANSKY, MCKENZIE 10/28/2022 8:40 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PROJECTS_2023\2023270 - ONNA\ANNA SITE\CAD\RELEASE\ANNA YES\UTILITIES\ZONING_20221010\ANNA CONCEPT PLAN_20221010.DWG [CP-1]
LAST SAVED 10/28/2022 8:39 AM

VICINITY MAP

SCALE: 1" = 2,000'



LEGEND

- UNIT TYPE 1
  SINGLE STORY
  1 BEDROOM/UNIT
  683 SF/UNIT
- UNIT TYPE 2
  SINGLE STORY
  2 BEDROOM/UNIT
  956 SF/UNIT
- UNIT TYPE 3
  SINGLE STORY
  1 BEDROOM/UNIT
  367 SF/UNIT
- UNIT TYPE 4
  TWO STORY
  1 BEDROOM DOWNSTAIRS
  2 BEDROOM UPSTAIRS
  858 SF/UNIT (1 BEDROOM)
  994 SF/UNIT (2 BEDROOM)
- UNIT TYPE 5
  TWO STORY
  3 BEDROOM/UNIT
  1234 SF/UNIT
- (4) ENCLOSED PARKING (GARAGE) WITH NUMBER OF SPACES
- (4) COVERED PARKING (CARPORT) WITH NUMBER OF SPACES
- DUMPSTER ENCLOSURE (TO BE SCREENED IN ACCORDANCE WITH THE CITY STANDARDS AND THE APPROVED PD ORDINANCE FOR THE PROJECT)
- PROPOSED PERIMETER FENCE
- FIRE LANE

▽ NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

EXHIBIT A
1 OF 2

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1

BEING 16.3 ACRES

OUT OF THE

Z.F. LESTER SURVEY, ABSTRACT NO. 546

IN THE

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		1

USEABLE OPEN SPACE REQUIREMENTS					
			# of Bedrooms/Unit		
Unit Type	Bedrooms Per Unit	Units	1 or Less (600 SF Open Space/Bedroom)	Each Additional Over 1 (300 SF Open Space/Bedroom)	Required Open Space (ACRES)
Type 1	1	72	72	0	0.99
Type 2	2	36	36	36	0.74
Type 3	1	8	8	0	0.11
Type 4	1	33	33	0	0.45
Type 4	2	33	33	33	0.68
Type 5	3	14	14	28	0.39
	Total	196		Total	3.37

OPEN SPACE SUMMARY TABLE	
Open Space Acreage*	5.0 Acre
Private Backyard Acreage	0.23 Acre
Amenity Acreage**	0.75 Acre
Pool Acreage***	0.25 Acre
Total Open Space Acreage Provided	**6.23 Acre**
Total Open Space Acreage Required	**3.37 Acre**

*Open Space Acreage does not include area between buildings
**Open Space Acreage does not include sidewalk
***Base Pool Area + 10 FT Offset = 3,630 SF
(Credit of 3 SF Open Space/1 SF Pool Area = 3,630 SF x 3 = 10,890 SF = 0.25 Acres)

GENERAL SITE DATA	
Zoning (from zoning map)	MF-1
Land Use (from Zoning Ordinance)	Undeveloped
Proposed Land Use	PD-MF-1
Lot Area* (square feet & acres, includes dedication)	16.3 acres 710,028 s.f.
Building Footprint Area (square feet)	
-Unit Type 1 (2 units per product/1 bedroom per unit)	1,605 SF
-Unit Type 2 (2 units per product/2 bedrooms per unit)	2,138 SF
-Unit Type 3 (2 units per product/1 bedroom per unit)	832 SF
-Unit Type 4 (2 units per product/1,2 bedrooms per unit)	1,048 SF
-Unit Type 5 (2 units per product/3 bedrooms per unit)	1,450 SF
Total Building Area (square feet)	
-Unit Type 1 (2 units per product, 1,605 s.f. x 36 products)	57,780 SF
-Unit Type 2 (2 units per product, 2,138 s.f. x 18 products)	38,484 SF
-Unit Type 3 (2 units per product, 832 s.f. x 4 products)	3,328 SF
-Unit Type 4 (2 units per product, 1,048 s.f. x 33 products)	34,584 SF
-Unit Type 5 (2 units per product, 1,450 s.f. x 7 products)	10,150 SF
Building Height (feet - distance to tallest building element)	
-Unit Type 1	1-Story
-Unit Type 2	1-Story
-Unit Type 3	1-Story
-Unit Type 4	2-Story/29' Max
-Unit Type 5	2-Story/29' Max
Lot Coverage (percent - x.xx%, 144,326 s.f./710,028 s.f.)	20%

*Development assumes one lot for the entire development

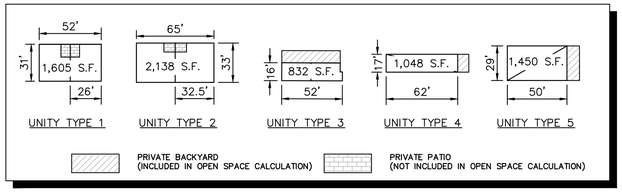
MULTIFAMILY UNITS	
# of 1 Bedrooms (Type 1) | Minimum Unit Size	72 units | 683 SF
# of 2 Bedrooms (Type 2) | Minimum Unit Size	36 units | 956 SF
# of 1 Bedrooms (Type 3) | Minimum Unit Size	8 units | 367 SF
# of 1 Bedrooms (Type 4) | Minimum Unit Size	33 units | 858 SF
# of 2 Bedrooms (Type 4) | Minimum Unit Size	33 units | 994 SF
# of 3 Bedrooms (Type 5) | Minimum Unit Size	14 units | 1234 SF
Total Unit Count	196 units
% of 1 Bedrooms	58%
% of 2 Bedrooms	35%
% of 3 Bedrooms	7%

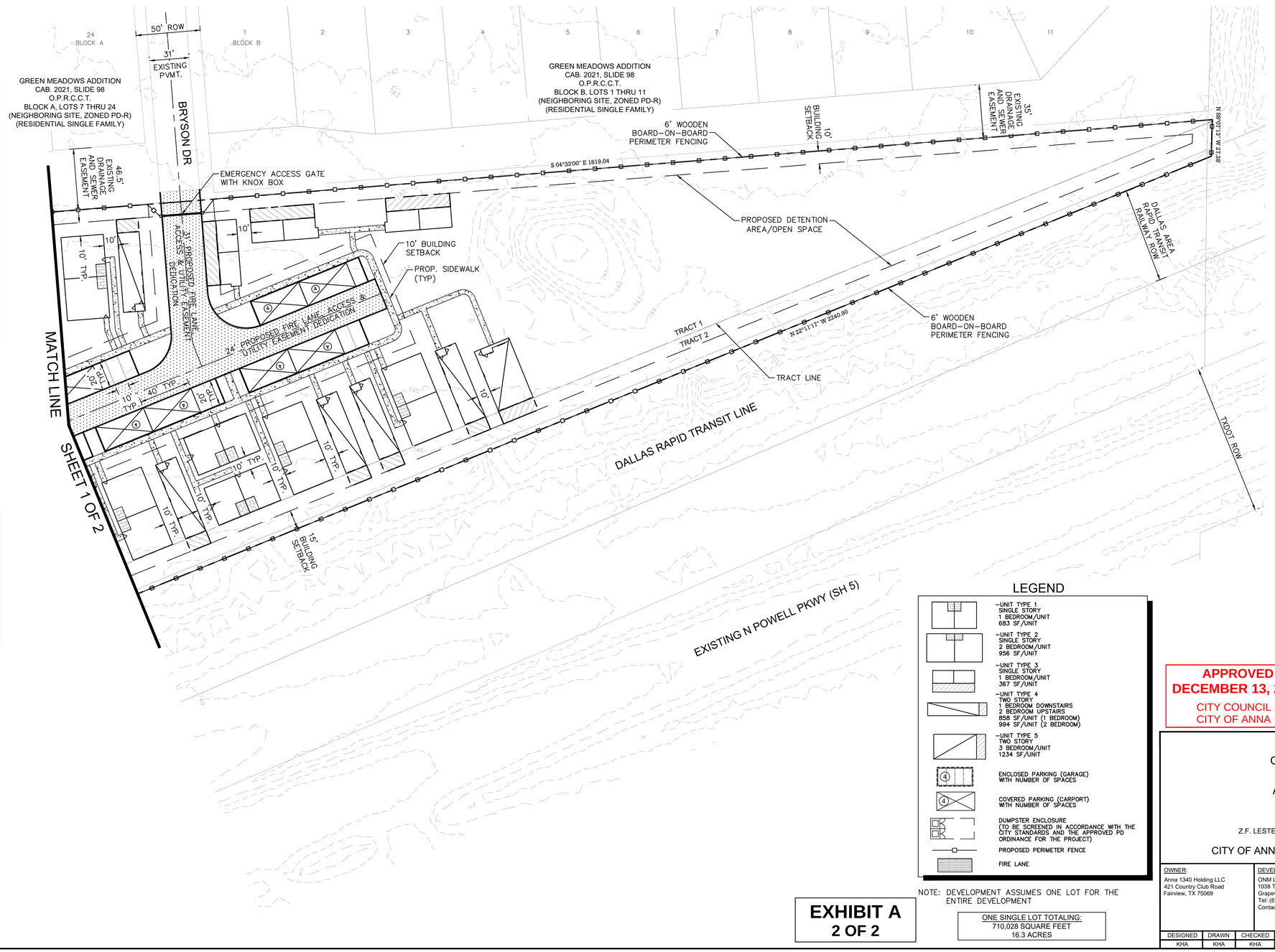
REQUIRED PARKING	
Required Parking (per planned development) (1 parking space per one-bedroom dwelling unit, 2 spaces per two-bedroom dwelling unit, and 3 parking spaces per three-bedroom dwelling unit)	293 spaces
Required Visitor Parking (0.25 spaces per dwelling unit)	49 spaces
Total Required Parking (required parking plus required visitor parking)	342 spaces
Required Covered Parking (50% of required parking must be covered)	171 spaces
Accessible Parking Required	8 spaces
Total Required Parking	342 spaces

PROVIDED PARKING	
Surface Parking (inclusive of visitor parking)	86 spaces | 25.1%
Covered Carport Parking	216 spaces | 63.2%
Garage Parking	40 spaces | 11.7%
Accessible Parking (included in surface parking total)	8 spaces
Total Provided Parking	342 spaces

LANDSCAPED AREA	
Required Internal Landscape Area (square feet - 8 square feet per parking space)	2,736 SF
Additional Interior Landscape Provided (square feet)	273,364 SF
Total Landscape Area (square feet)	276,100 SF

BUILDING TYPE



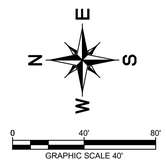


LEGEND

NOTE: DEVELOPMENT ASSUMES ONE LOT FOR THE ENTIRE DEVELOPMENT

ONE SINGLE LOT TOTALING:
710,028 SQUARE FEET
16.3 ACRES

EXHIBIT A
2 OF 2



APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

CONCEPT PLAN

FOR

ANNA STATION

BLOCK A, LOT 1
BEING 16.3 ACRES
OUT OF THE
Z.F. LESTER SURVEY, ABSTRACT NO. 546
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER:
Anna 1340 Holding LLC
421 Country Club Road
Fairview, TX 75069

DEVELOPER:
ONM Living
1038 Texan Trail
Grapevine, TX 76051
Tel: (817)-614-9049
Contact: Zac Thompson

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Drive Suite 105
Celina, TX 75009
Tel: (469)-501-2200
Contact: Lori Lusk, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KHA	KHA	KHA	AS SHOWN	OCTOBER 2022		2

PLOTTED BY LENA.NASSY.MCKENZIE 10/29/2022 8:43 AM
DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2022\2022070 - ONM-ANNA SITE\CAD\PRELIMINARY\EXHIBITS\ZONING_20221010.DWG [CP-2]
LAST SAVED 10/29/2022 8:42 AM
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. (Director of Development Services Ross Altobelli)

SUMMARY:

The City is requesting to rezone the subject property to a Planned Development District "PD" to allow for a park, playground, and service yard of governmental agency with modified development standards. A PD 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.

The subject property is currently developed as a city park with ground storage tanks and ground water wells. A Site Plan (Exhibit A) accompanies this request.

Surrounding Land Uses and Zoning

North: Across E. Fourth Street, vacant property previously used for commercial business zoned SF-1 Single-Family Residential District (SF-1)
East: Single-family residences zoned SF-1
South: Across E. Fifth Street, Religious facility zoned SF-1
West: Across S Sherley Ave D.A.R.T. right-of-way

REQUEST:

In order to accommodate proposed and existing park and service yard improvements the city is requesting to establish a PD with a base zoning of CBRD Central Business Redevelopment District (CBRD) with modified development standards. The development standards that the city is requesting relief from include:

1. Maximum height: Structures located on the service yard (Block A, Lot 2) are exempt from the maximum height allowance.

2. Setbacks (front and side):

a. 0’ front yard setback along all rights-of-way

b. 5’ side yard setback.

3. Screening device requirements:

a. Screening shall not be required along the eastern zoning district boundary.

b. Barbed wire fencing shall be allowed on the service yard, Block A, Lot 2.

4. Landscape setback on street rights-of-way: PD is exempt from the 10’ landscape buffer requirement.

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

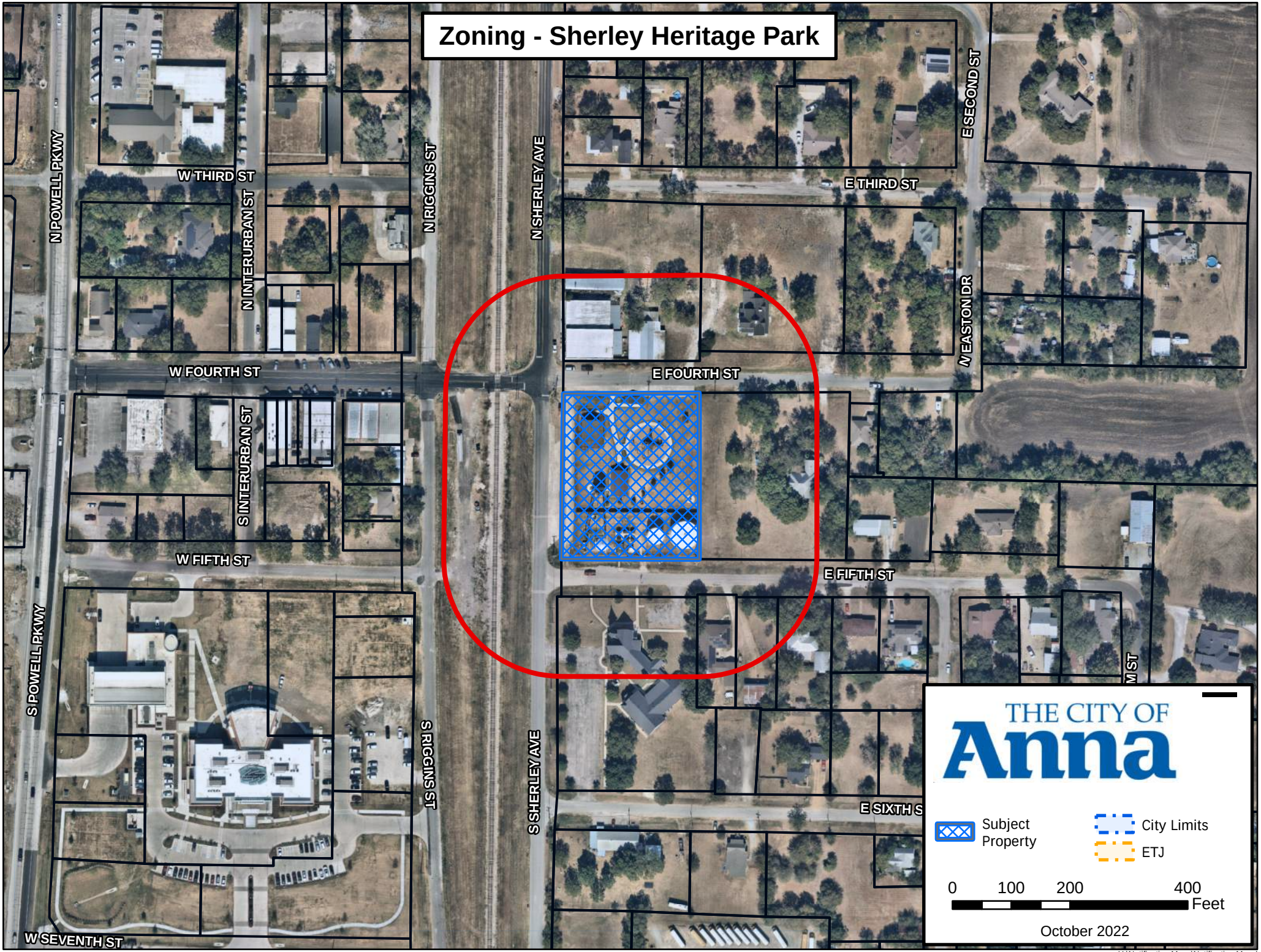
Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Sherley Heritage Park, Block A, Lot 1 Zoning Locator Map
2. Ordinance - Sherely Heritage Park (PD zoning)
3. EXHIBIT A - Ord. (Sherley Park Addn, Bl A, Lts 1 & 2))
4. PZ - STAFF REPORT (Zoning) - Sherley Heritage Park

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services	Approved - 12/5/2022
Jim Proce, City Manager	Final Approval - 12/7/2022



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS
(Property zoned under this ordinance is located at the southeast corner of E. Fourth Street and S. Sherley Avenue.)

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 is requesting a zoning amendment 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 is located at the southeast corner of E. Fourth Street and S. Sherley Avenue; 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 Site Plan on the attached Exhibit 1.

1. **Purpose.**

The purpose of this Planned Development (PD) District is to facilitate the development of the park, playground, and service yard of governmental agency with modified development standards.

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 PD District shall be in substantial conformance with the Site Plan (Exhibit 1).

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 the CBRD Central Business Redevelopment District (CBRD) and the Planning and Development Regulations except as otherwise specified herein.

1. Maximum height: Structures located on the service yard (Block A, Lot 2) are exempt from the maximum height allowance.

2. Setbacks (front and side):

    a. 0' front yard setback along all rights-of-way

    b. 5' side yard setback.

3. Screening device requirements:

    a. Screening shall not be required along the eastern zoning district boundary.

    b. Barbed wire fencing shall be allowed on the service yard, Block A, Lot 2.

4. Landscape setback on street rights-of-way: PD is exempt from the 10' landscape buffer requirement.

C. Plats and/or site plans submitted for the development of the PD district shall conform to the data presented and approved on the Site Plan. Substantial changes of detail that differ from the Site Plan may be authorized by the City Council with the approval of a Revised Site Plan and without public hearing.

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.

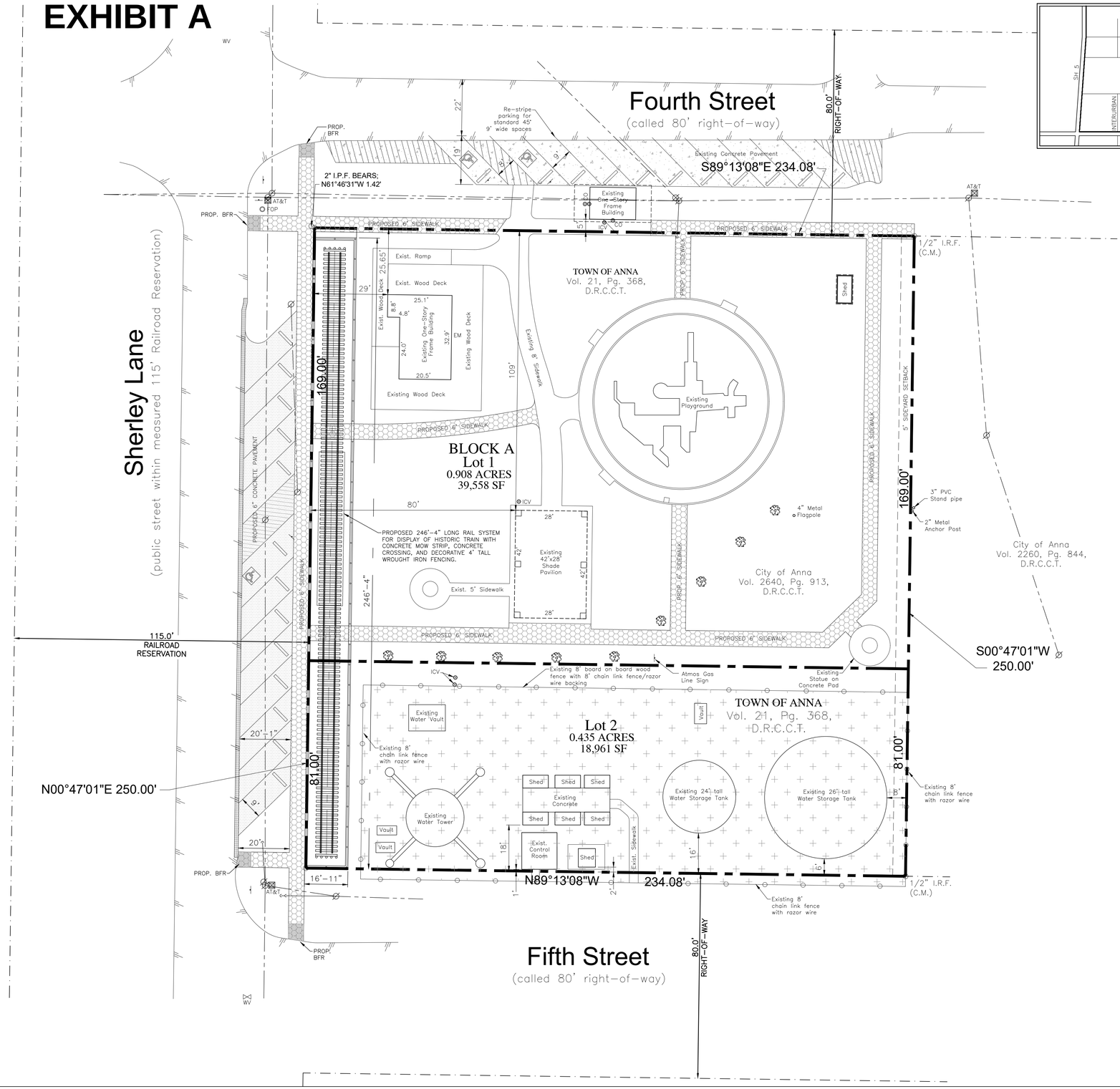
PASSED by the City Council of the City of Anna, Texas this 13th day of December 2022.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

EXHIBIT A



N

0 10' 20' 40'

SCALE: 1"=20'

LEGEND

- PROPERTY LINE (PER SURVEY BY OTHERS)
- RIGHT-OF-WAY LINE
- EDGE OF EXISTING PAVEMENT
- EXISTING UTILITY
- PROPOSED CONCRETE PAVING
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVING
- 16,120 SF PUBLIC WORKS WATER PUMP STATION FACILITY
- PROPOSED RAIL SYSTEM FOR HISTORIC TRAIN DISPLAY

EXISTING SYMBOLS LEGEND

	Asphalt	WV	Water Valve
	Concrete	WM	Water Meter
	Barbed Wire Fence		Fire Hydrant
	Wood Fence	ICV	Irrigation Control Valve
	Chain Link Fence	CO	Sanitary Sewer Cleanout
x	Wrought Iron Fence	SSMH	Sanitary Sewer Manhole
	Utility Pole	STMH	Storm Drain Manhole
	Light Standard	GM	Gas Meter
	Overhead Wires	GV	Gas Valve

SITE DATA TABLE

ITEM	TOTAL (LOT 1 & 2)
GENERAL SITE DATA	
ZONING	SF-1
LAND USE	PARK (PUBLIC)
LOT AREA (SF/AC)	50,750 SF / 1.165 AC
BUILDING FOOTPRINT AREA (SF)	5,154 SF
TOTAL BUILDING AREA	5,154 SF
BUILDING HEIGHT (# STORIES)	1
BUILDING HEIGHT (FT)	26 FT
LOT COVERAGE (%)	10.16%
PARKING	
PARKING RATIO	PER PARK BOARD
REQUIRED PARKING (# SPACES)	PER PARK BOARD
PROVIDED PARKING (# SPACES)	24
ACCESSIBLE PARKING REQUIRED (# SPACES)	1
ACCESSIBLE PARKING PROVIDED (# SPACES)	3
LANDSCAPE AREA (INCLUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (8SF/PARKING SPACE)	192 SF
ADDITIONAL LANDSCAPE AREA PROVIDED (SF)	24,590 SF
TOTAL LANDSCAPE AREA (SF)	24,782 SF

SITE PLAN
SHERLEY PARK ADDITION
BLOCK A, LOT 1 & 2
1.343 ACRES
ANNA, TX, COLLIN COUNTY
ANNA ORIGINAL DONATION
BLOCK 13, LOT 1
DECEMBER 2, 2022

SHERLEY PARK ADDITION
SITE PLAN
CITY OF ANNA, DEPARTMENT OF PARKS AND RECREATION
111N. POWELL PARKWAY; 75409

NOT FOR CONSTRUCTION!!!
THIS PLAN IS FOR REVIEW PURPOSES ONLY.

PREPARED BY:
GREGORY A. PETERS, P.E.
TX LICENSE #105115

ISSUES:		
1	10.14.22	PLANNING DEPT. REVIEW
2	11.10.22	PLANNING DEPT. REVIEW
3		
4		
5		
6		

REVISIONS:		
1		
2		
3		
4		
5		
6		

PROJECT NO.

DRAWN BY:

CHECKED BY:

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
SP 1.0

CITY OF ANNA

PLANNING & ZONING COMMISSION

November 7, 2022

Public Hearing: Rezoning – Sherley Heritage Park

Applicant: City of Anna

DESCRIPTION:

Request to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. Zoned: SF-1 Single Family Residential. Project Contact: Greg Peters, City of Anna.

REMARKS:

The applicant is requesting to rezone the subject property to a Planned Development District "PD" to allow for a park, playground, and service yard of governmental agency with modified development standards. A PD 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.

The subject property is currently developed as a city park with ground storage tanks and ground water wells. A concept plan (Exhibit A) accompanies this request.

Surrounding Land Uses and Zoning

North	Across E. Fourth Street, vacant property previously used for commercial business zoned SF-1 Single-Family Residential District (SF-1)
East	Single-family residences zoned SF-1
South	Across E. Fifth Street, Religious facility zoned SF-1
West	Across S Sherley Ave D.A.R.T. right-of-way

REQUEST:

In order to accommodate proposed and existing park and service yard improvements the city is requesting to establish a PD with a base zoning of CBRD Central Business Redevelopment District (CBRD) with modified development standards. The development standards that the city is requesting relief from include:

1. Maximum height: Structures located on the service yard (Block A, Lot 2) are exempt from the maximum height allowance.

2. Setbacks (front and side):

    a. 0’ front yard setback along all rights-of-way

    b. 5’ side yard setback.

3. Screening device requirements:

    a. Screening shall not be required along the eastern zoning district boundary.

    b. Barbed wire fencing shall be allowed on the service yard, Block A, Lot 2.

4. Landscape setback on street rights-of-way: PD is exempt from the 10’ landscape buffer requirement.

SUMMARY:

Request to rezone 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. The City is requested to rezone the property to a PD to accommodate existing and proposed improvements to the property.

RECOMMENDATION:

Recommended for approval subject to City Council approval.

Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding Sherley Park Addition, Block A, Lots 1 and 2, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Park, playground, and service yard of governmental agency on 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. Zoned: Planned Development.

The purpose for the Replat is to dedicate lot and block boundaries, easements, and abandon rights-of-way necessary for existing and proposed improvements to the park, playground, and service yard.

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

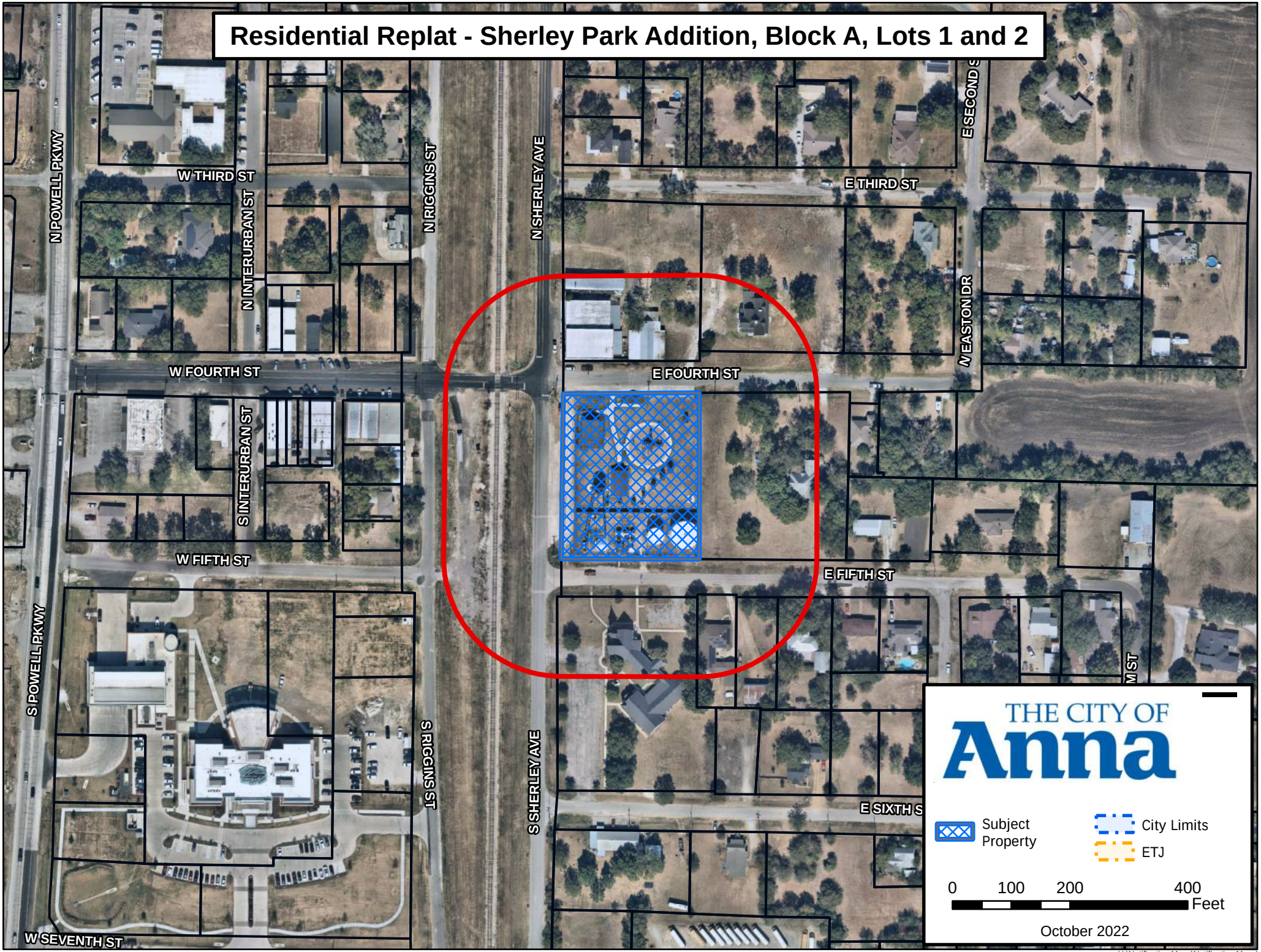
STAFF RECOMMENDATION:
The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Sherley Heritage Park Residential Replat Locator Map
2. Resolution-(R) Sherley Park Addition, Bl A, Lts 1 and 2
3. EXHIBIT A - STAMPED - R (Sherley Park Addn, Bl A, Lots 1 and 2)

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services	Approved - 12/5/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Residential Replat - Sherley Park Addition, Block A, Lots 1 and 2



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING SHERLEY PARK ADDITION, BLOCK A, LOTS 1 AND 2, 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, The City of Anna has submitted an application for the approval of Sherley Park Addition, Block A, Lots 1 and 2, Replat;

WHEREAS, Sherley Park Addition, Block A, Lots 1 and 2, 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 Site Plan

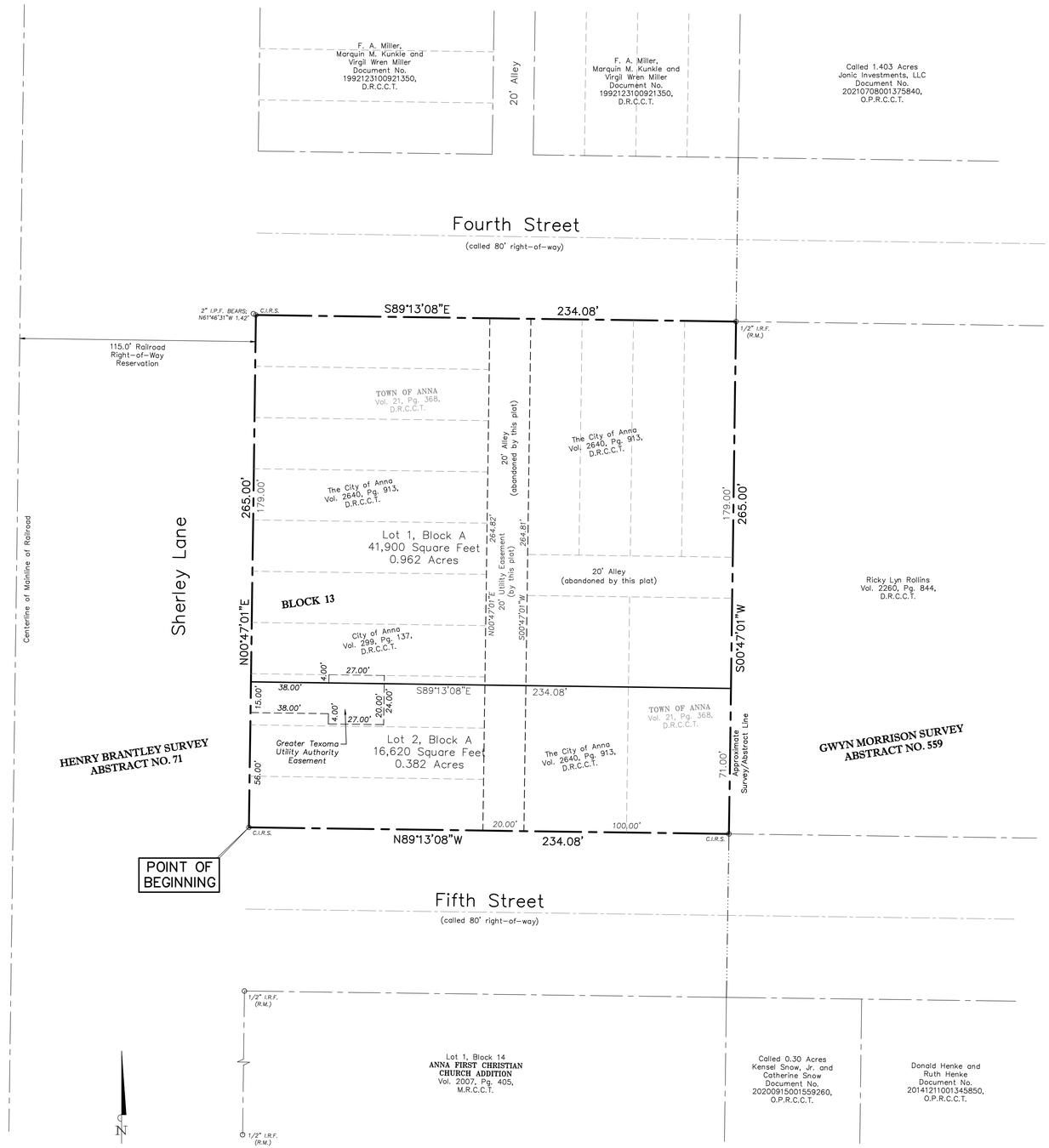
The City Council hereby approves the Sherley Park Addition, Block A, Lots 1 and 2, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

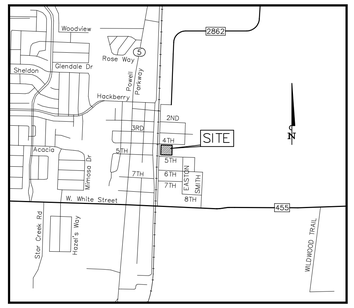
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST: APPROVED:

_____ _____
City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A





Vicinity Map
(not to scale)

CERTIFICATE OF APPROVAL

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

_____
Mayor

_____
City Secretary

General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0160J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way.

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

3. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999851984.

4. 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.

5. All easements are parallel and perpendicular, unless otherwise noted with bearing and distance.

ABBREVIATIONS

I.R.F. = Iron Rod Found

(C.M.) = Controlling Monument

C.I.R.F. = Capped Iron Rod Found

C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set

M.R.C.C.T. = Map Records, Collin County, Texas

D.R.C.C.T. = Deed Records, Collin County, Texas

O.P.R.C.C.T. = Official Public Records, Collin County, Texas

OWNER'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 Lots 1-6, Block 13, a 20' alley right-of-way, a 5' portion of Fourth Street and a 10' portion of Fifth Street, of the **TOWN OF ANNA**, an addition to the City of Anna, as recorded in Volume 21, Page 368, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract of land, being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) for the southwesterly corner of said Block 13, same being at the intersection of the northerly monumented line of Fifth Street and the easterly monumented line of Sherley Lane;

THENCE North 00°47'01" East, along said easterly monumented line of Sherley Lane, same being the westerly line of said Block 13, a distance of 250.00' to a capped iron rod set for the northwesterly corner of said Block 13, same being at the intersection of said easterly monumented line of Sherley Lane and the southerly monumented line of Fourth Street, from which a 2" iron pipe found bears, North 61°46'31" West, a distance of 1.42';

THENCE South 89°13'08" East, along the southerly monumented line of Fourth Street, same being the northerly line of said Block 13, a distance of 234.08' to a 1/2" iron rod found for the northeasterly corner of said Block 13, same being the northwesterly corner of a tract of land, described in deed to Ricky Lyn Rollins, as recorded in Volume 2260, Page 844, D.R.C.C.T.;

THENCE South 00°47'01" West, along the common line between said Block 13 and said Rollins tract, a distance of 250.00' to a capped iron rod set for the southeasterly corner of said Block 13, same being the northwesterly corner of said Rollins tract, said corner also being in the northerly monumented line of Fifth Street;

THENCE North 89°13'08" West, along the northerly monumented line of Fifth Street, same being the southerly line of said Block 13, a distance of 234.08' to the **POINT OF BEGINNING** and containing 58,520 square feet or 1.343 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 **SHERLEY PARK ADDITION, LOTS 1 AND 2, 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

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

Date: _____

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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____
NOTARY PUBLIC in and for the State of Texas

APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

Owner:
City of Anna, Texas
101 N. Powell Parkway
Anna, Texas 75409

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

REPLAT
SHERLEY PARK ADDITION
LOTS 1 AND 2, BLOCK A

Being a replat of
Lots 1-16, Block 13 and
a 20' Alley Right-of-Way
TOWN OF ANNA
Vol. 21, Pg. 368, D.R.C.C.T.
58,520 Sq. Ft. / 1.343 Acres
Henry Brantley Survey, Abstract No. 71
City of Anna, Collin County, Texas
Preparation Date: October 19, 2022
Scale: 1" = 30'

DATE: 10/23/2020	SCALE: 1" = 30'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2020-0111

Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Consider/Discuss/Action on a Resolution regarding Sherley Park Addition, Block A, Lots 1 and 2, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Park, playground, and service yard of a governmental agency on 1.2± acres located at the southeast corner of E. Fourth Street and S. Sherley Avenue. Zoned: Planned Development.

The purpose for the Site Plan is to show the existing and proposed site improvements of the park, playground, and service yard.

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:
The Site Plan is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances

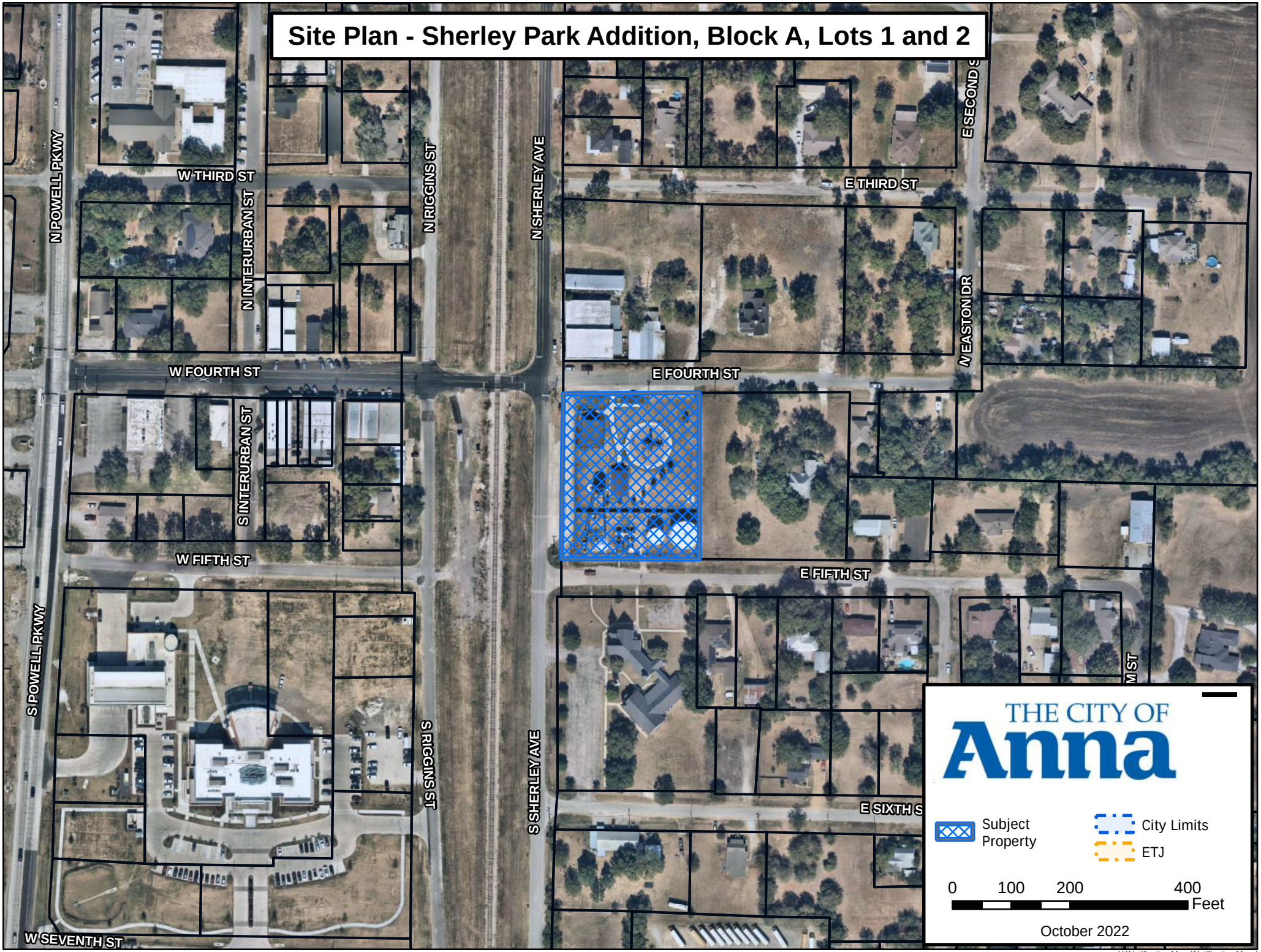
The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Sherley Heritage Park Site Plan Locator Map
2. Resolution - (SP) Sherley Park Addition, Bl A, Lts 1 and 2
3. EXHIBIT A - STAMPED (SP) Sherley Park Addn, Bl A, Lts 1 & 2

APPROVALS:
Ross Altobelli, Director of Development Services — Created/Initiated - 12/5/2022
Ross Altobelli, Director of Development Services — Approved - 12/5/2022

Jim Proce, City Manager Final Approval - 12/7/2022

Site Plan - Sherley Park Addition, Block A, Lots 1 and 2



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF SHERLEY PARK ADDITION, BLOCK A, LOTS 1 AND 2.

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 approval for the site plan of Sherley Park Addition, Block A, Lots 1 and 2; 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

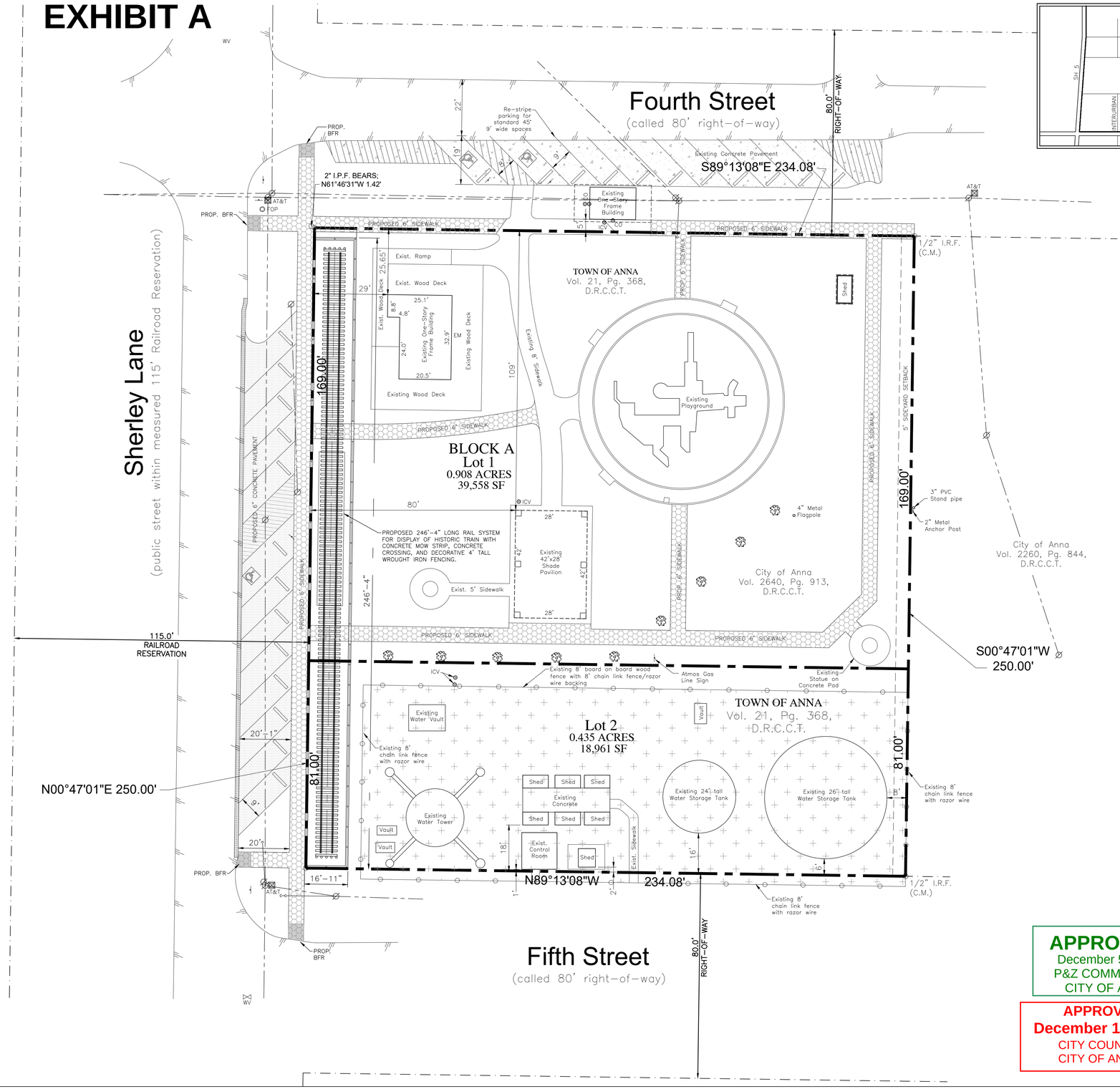
The City Council hereby approves the Sherley Park Addition, Block A, Lots 1 and 2, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST: APPROVED:

_____ _____
City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A



N

0 10' 20' 40'

SCALE: 1"=20'

LEGEND

- PROPERTY LINE (PER SURVEY BY OTHERS)
- RIGHT-OF-WAY LINE
- EDGE OF EXISTING PAVEMENT
- EXISTING UTILITY
- PROPOSED CONCRETE PAVING
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVING
- 16,120 SF PUBLIC WORKS WATER PUMP STATION FACILITY
- PROPOSED RAIL SYSTEM FOR HISTORIC TRAIN DISPLAY

EXISTING SYMBOLS LEGEND

	Asphalt	WV	Water Valve
	Concrete	WM	Water Meter
	Barbed Wire Fence		Fire Hydrant
	Wood Fence	ICV	Irrigation Control Valve
	Chain Link Fence	CO	Sanitary Sewer Cleanout
x	Wrought Iron Fence	SSMH	Sanitary Sewer Manhole
	Utility Pole	STMH	Storm Drain Manhole
	Light Standard	GM	Gas Meter
	Overhead Wires	GV	Gas Valve

SITE DATA TABLE

ITEM	TOTAL (LOT 1 & 2)
GENERAL SITE DATA	
ZONING	SF-1
LAND USE	PARK (PUBLIC)
LOT AREA (SF/AC)	50,750 SF / 1.165 AC
BUILDING FOOTPRINT AREA (SF)	5,154 SF
TOTAL BUILDING AREA	5,154 SF
BUILDING HEIGHT (# STORIES)	1
BUILDING HEIGHT (FT)	26 FT
LOT COVERAGE (%)	10.16%
PARKING	
PARKING RATIO	PER PARK BOARD
REQUIRED PARKING (# SPACES)	PER PARK BOARD
PROVIDED PARKING (# SPACES)	24
ACCESSIBLE PARKING REQUIRED (# SPACES)	1
ACCESSIBLE PARKING PROVIDED (# SPACES)	3
LANDSCAPE AREA (INCLUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (8SF/PARKING SPACE)	192 SF
ADDITIONAL LANDSCAPE AREA PROVIDED (SF)	24,590 SF
TOTAL LANDSCAPE AREA (SF)	24,782 SF

APPROVED
December 5, 2022
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 13, 2022
CITY COUNCIL
CITY OF ANNA

SITE PLAN
SHERLEY PARK ADDITION
BLOCK A, LOT 1 & 2
1.343 ACRES
ANNA, TX, COLLIN COUNTY
ANNA ORIGINAL DONATION
BLOCK 13, LOT 1
DECEMBER 2, 2022

SHERLEY PARK ADDITION
SITE PLAN
CITY OF ANNA, DEPARTMENT OF PARKS AND RECREATION
111N. POWELL PARKWAY; 75409

NOT FOR CONSTRUCTION!!!
THIS PLAN IS FOR REVIEW PURPOSES ONLY.

PREPARED BY:
GREGORY A. PETERS, P.E.
TX LICENSE #105115

ISSUES:		
1	10.14.22	PLANNING DEPT. REVIEW
2	11.10.22	PLANNING DEPT. REVIEW
3		
4		
5		
6		

REVISIONS:	
1	
2	
3	
4	
5	
6	

PROJECT NO.
DRAWN BY:
CHECKED BY:

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
SP 1.0

Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the NexMetro/SWBC Anna, Development Agreement. (Director of Development Services Ross Altobelli)

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. Additionally, the development agreement includes construction deadlines associated with the single-family for rent product and impact fee reimbursements associated with the construction of a major thoroughfare and upsized utilities.

The applicant is proposing the following masonry standards:

Single-Unit and Two-Unit Multiple-Family Residence Buildings
Front elevation: 80% masonry
Remaining cumulative surface (excluding windows and doors): 60% masonry

Multiple-Family Residence Buildings
80% masonry

Restricted Commercial
Exterior facade visible from US Highway 75: 100% masonry
Exterior facade visible to the public: 75% masonry
Exterior facade not visible to the public: 60% masonry

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 rezoning request.

ATTACHMENTS:

1. Resolution - DA (NexMetro SWBC Anna)
2. Council Watermark DRAFT- NexMetro - Development Agreement

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/8/2022
Ross Altobelli, Director of Development Services	Approved - 12/8/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH CAALMS GROUP, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE AND COMMERCIAL DEVELOPMENT LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 1,200± FEET SOUTH OF W. WHITE STREET.

WHEREAS, Caalms Group, LLC is the Property Owners of real estate generally located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street; and

WHEREAS, Property Owners desire to rezone the subject property to allow multiple-family residential and commercial uses; and

WHEREAS, Property Owners have 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 Caalms Group, LLC., 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 13th day of December 2022.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of December 13, 2022 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Caalms Group, 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, the current zoning classification of the Property is Planned Development (PD) (the “Original Zoning Classification”); and,

WHEREAS, the Owner has applied to amend the Planned Development zoning to allow for MF-1 Multiple-Family Residential – Medium Density (MF-1), MF-2 Multiple-Family Residential – High Density (MF-2), and C-2 General Commercial District (C-2) with modified development standards as an additional land use. (the “Zoning Change”); 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 rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future multiple-family residence development is 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.

DRAFT

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.

DRAFT

Single-Unit and Two-Unit Multiple-Family Residence Buildings

A. Except as noted below, the exterior walls (excluding windows and doors) on the front elevation of any structure shall be 80 percent masonry. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 60 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 adjacent to and face a travel way (i.e., fire lane).

C. A maximum of 10 percent of any exposed exterior wall may consist of exterior insulation and finish system (EIFS).

D. 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.

E. Roofing materials of a 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 an equivalent 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.

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.).

DRAFT

ii. Balconies.

iii. Bay windows.

iv. Masonry chimney(s).

v. Double-entry door(s).

vi. Covered Entry(ies)

vii. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

viii. Front porch of at least 50 square feet.

ix. The installation of at least two (2) coach lights.

x. 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.

Multiple-Family Residence Buildings

A. All multi-family buildings and structures shall have at least eighty percent (80%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick/rock veneer) materials with no more than (20%) consisting of cementitious siding (Hardie products) or stucco materials. For any fourth story, seventy percent (70%) shall be constructed of masonry (brick/rock veneer) with no more than (20%) consisting of cementitious siding (Hardie products) or stucco materials.

B. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing or standing seam metal, slate and slate-type shingles, or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing

DRAFT

material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.

C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

D. Two or more distinct building models shall be designed for projects with more than four primary buildings.

E. A covered entry area shall be designed at the main entry to each building.

F. A minimum of 75% of all units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.

G. No building façade may exceed a length of 75 feet without a break in the façade of a minimum depth of two (2) feet for a minimum length of ten (10) feet.

H. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:

1) Articulation of building façade

2) Extensions to the building through bay or box windows, and other similar features projecting out from the façade

3) A horizontal change in building materials between stories of a building

4) Variation in building materials between vertical intervals

5) Variations in window placement

6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details

7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

<u>Nonresidential Buildings (C-2 Zoning District)</u>

A. The exterior walls that are visible to U.S. Highway 75 (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.

B. At least 75 percent of exterior façades that are visible to the public (excluding doors, door frames, windows, and window frames) are required to be brick or rock veneer.

DRAFT

C. 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.

D. A maximum of 10 percent of any exposed exterior wall may consist of EIFS

E. 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 AND PAYMENTS.

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: Caalms Group, LLC
2416 Lismore Lane
Irving, TX 75063
Attn: SriKanth Routhu

SECTION 4. DEADLINES, 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. 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 13th day of December 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 120 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.

2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multiple-family residence development), and civil plans.

3. A preconstruction meeting between Owner and City staff shall occur within 90 days of final approval of the civil plans.

4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting.

5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 180 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multiple-family residence development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).

6. Recordation in the Official Records of Collin County, Texas of the multiple-family residence development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the multi-family residence final plat and obtaining a building permit.

8. All deadlines set forth in Section 5.

C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the

DRAFT

zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. ROADWAY AND WATER MAIN CONSTRUCTION; IMPACT FEE REIMBURSEMENT.

A. Roadway Improvements. The Parties agree that Owner shall at its sole cost shall acquire any necessary right of way and shall design, construct and install that certain 4-lane segment of Throckmorton Blvd from the end of the existing concrete roadway north of the Owner's property to the southern boundary of the Owner's property in the alignment shown on Exhibit 3 along with all necessary appurtenances (the "Roadway Improvements"). The design, construction, and installation of the Roadway Improvements shall be in accordance with City Standards and the civil construction plans that must be approved by the City in advance of Commencement of Construction. Commencement of Construction of the Roadway Improvements shall occur on or before the 120th day after the City's approval of the civil construction plans for the Roadway Improvements and the issuance of the permit(s) required for construction of the Roadway Improvements. Completion of Construction of the Roadway Improvements must be completed on or before the 360th day after Commencement of Construction.

B. Water Main Improvements. The Parties agree that Owner shall at its sole cost shall acquire any necessary easement and shall design, construct and install that certain 12-inch water main from the end of the existing 12-inch water main north of the Owner's property to the southern boundary of the Owner's property in the alignment shown on Exhibit 4 along with all necessary appurtenances (the "Water Main Improvements"). The design, construction, and installation of the Water Main Improvements shall be in accordance with City Standards and the civil construction plans that must be approved by the City in advance of Commencement of Construction. Commencement of Construction of the Water Main Improvements shall occur on or before the 120th day after the City's approval of the civil construction plans for the Water Main Improvements and the issuance of the permit(s) required for construction of the Water Main Improvements. Completion of Construction of the Water Main Improvements must be completed on or before the 360th day after Commencement of Construction.

C. Impact Fee Reimbursement. If Owner meets the deadlines set forth in Section 5.A. for Commencement of Construction and Completion of Construction, the City will pay to Owner all Roadway and Water Impact Fees it actually collects from any property within the Impact Fee Reimbursement Area up to an amount that is the lesser of the Owner's

actual cost of design and construction of the Roadway Improvements and Water Main Improvements or the total amount actually collected from the Impact Fee Reimbursement Area. Under no circumstances shall the City be required to reimburse Owner from any funding source other than Roadway Impact Fees and Water Impact Fees actually collected from properties within the Impact Fee Area. The City shall establish a Roadway Impact Fee Account and a Water Impact Fee Account and shall use the funds in said account to make payments to the Owner under this Agreement and said payments shall be made every three (3) months beginning three (3) months after the first deposit in to said account.

D. Definitions. For purposes of this Section 5, the following terms have the following meanings:

1. "Commencement of Construction" means that Owner has entered the right of way for the Roadway Improvements or easement for the Water Main Improvements with construction equipment and begun grading of the Roadway Improvements or trenching of the Water Main Improvements.
2. "Completion of Construction" means that the City has inspected and accepted the Roadway and Water Main Improvements.
3. "Roadway Impact Fee" means the fees assessed on property with new development in the Impact Fee Area that are collected to fund roadway capital improvements identified on the City's Capital Improvement Plan.
4. "Water Impact Fee" means the fees assessed on property with new development in the Impact Fee Area that are collected to fund water capital improvements identified on the City's Capital Improvement Plan.
5. "Impact Fee Account" means an interest-bearing deposit account maintained by the City pursuant to Section 395.024. Texas Local Government Code, as amended into which the City shall deposit all Roadway Impact Fees actually collected from properties within the Roadway Impact Fee Area.
6. "Impact Fee Area" means the real property described and/or depicted in Exhibit 5.

E. Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Owner after the Effective Date, the name and delivery address of the payee for such payment shall be:

_____
_____
_____
_____

Owner may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an

DRAFT

assignment of Owner's rights hereunder.

F. Contract Award. Owner's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents to the City before awarding a contract for construction of any part of the Roadway Improvements.

G. Construction Standards and Inspection. The Roadway Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected—and all fees applicable to the Project shall be paid by Owner—in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Roadway Improvements.

H. Contract Letting. This Agreement and construction of the Roadway Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Roadway Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bids or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Roadway Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Roadway Improvements, the Parties agree as follows:

1. Owner's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.

2. Owner shall submit all such documents along with a written notice of intention to let a construction contract at least 20 days in advance of the date that Owner intends to execute such contract.

3. WITHIN 15 DAYS AFTER RECEIPT OF THE WRITTEN NOTICE AND ASSOCIATED DOCUMENTS, THE CITY MANAGER MAY: (I) APPROVE THE AMOUNT OF THE CONTRACT PRICE AND PROVIDE WRITTEN NOTICE TO OWNER THAT OWNER MAY EXECUTE THE CONSTRUCTION CONTRACT AND PROVIDE A COPY TO THE PID ADMINISTRATOR, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD; OR (II) REQUIRE THAT THE CONTRACT BE PROCURED THROUGH COMPETITIVE BIDDING OR COMPETITIVE SEALED PROPOSALS ("COMPETITIVE PROCUREMENT") SOLELY TO THE EXTENT THAT THE ROADWAY IMPROVEMENTS FOR WHICH SUCH CONSTRUCTION CONTRACT IS TO BE LET DO NOT MEET THE PARAMETERS FOR EXEMPTION FROM THE COMPETITIVE BIDDING PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 252.022. IF THE CITY FAILS TO NOTIFY OWNER WITHIN SUCH 15-DAY PERIOD, THE

DRAFT

CITY SHALL BE DEEMED TO HAVE APPROVED THE CONTRACT PRICE AND AUTHORIZED OWNER TO EXECUTE THE CONSTRUCTION CONTRACT; PROVIDED, HOWEVER, NO SUCH CONTRACT SHALL BE DEEMED TO BE APPROVED AND OWNER SHALL NOT BE DEEMED TO BE AUTHORIZED TO EXECUTE SUCH CONTRACT UNLESS OWNER SUBMITS THE WRITTEN NOTICE AND ASSOCIATED DOCUMENTS WITH A WRITTEN STATEMENT PROMINENTLY DISPLAYED ON THE FIRST PAGE OF THE NOTICE IN BOLD-FACE, UNDERLINE, CAPITALIZED TEXT IN AT LEAST 12-POINT SIZE FONT READING AS FOLLOWS: "**WARNING: IF THE CITY FAILS TO RESPOND TO THIS NOTICE WITHIN FIFTEEN (15) DAYS IN ACCORDANCE WITH SECTION 5.G.3 OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANNA AND CAALMS GROUP, LLC , EFFECTIVE ON OR ABOUT DECEMBER 13, 2022, AS AMENDED, THE SUBMITTED PROPOSED CONTRACT(S) SHALL BE DEEMED TO BE APPROVED BY THE CITY AND OWNER SHALL BE DEEMED TO BE AUTHORIZED TO EXECUTE THE PROPOSED CONTRACT(S)**."

4. Competitive Bids/Proposals. In order to require Competitive Procurement, the City must provide Owner with written notice of said requirement within 15 days of delivery to the City of the written notice required under Section 5.G.3., above. If the City Manager requires Competitive Procurement, then Owner must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252 as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

5. Ownership. All of the Roadway Improvements shall be owned by the City upon acceptance of them by the City. Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Roadway Improvements to the City and the public.

6. Operation and Maintenance. Except as otherwise set forth in this Agreement, upon inspection, approval, and acceptance of the Roadway Improvements, the City shall maintain and operate the accepted Roadway Improvements.

7. Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Owner shall provide all Public Infrastructure necessary to serve the Project, including without limitation streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City's Director of Public Works or his/her designee. Owner shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Owner 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 Director of Public Works or his/her designee prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed.

8. Maintenance Bonds. Owner shall execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Roadway Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

9. Inspections, Acceptance of Public Infrastructure, and Owner's Remedy. The City shall inspect, as required by City Regulations, the construction of all Authorized Improvements and any Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections/acceptance shall not release Owner from its responsibility to construct or ensure the construction of adequate Roadway Improvements and other 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 this Agreement if the City withholds building permits, certificates of occupancy, and/or City utility services as to any portion of the Property until all required Public Infrastructure necessary to such portion is properly constructed according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Owner's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

10. 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 Owner pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, its engineers, 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 Owner or Owner's engineers, or their respective officers, agents, servants or employees, it being the intent of the Parties that approval by the City's Director of Public Works or his/her

DRAFT

designee signifies approval on only the general design concept of the improvements to be constructed.

11. Insurance. Owner 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 Owner, 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, Owner 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.

12. INDEMNIFICATION and HOLD HARMLESS. OWNER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS 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 WILLFUL CONDUCT OF OWNER, 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 (TOGETHER, "CLAIMS"); 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 PARAGRAPH. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST

DRAFT

CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL CONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. OWNER, 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 OWNER'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.

13. Status of Parties. At no time shall the City have any control over or charge/supervision of Owner's design, construction, installation or other work related to any of the Public Infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Owner.

14. Eminent Domain. Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Roadway Improvements. If, however, Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers that for any reason and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Roadway Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Owner within thirty (30) days after any condemnation award or settlement becomes final and non-appealable.

Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

SECTION 6. 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.

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 Defaulting Owner shall be liable to pay to the City the sum of $2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said $2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur.

C. The City may withhold and retain and/or expend any remaining Roadway Impact Fees for any lawful purpose.

D. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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 7. 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 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 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.

DRAFT

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. EFFECTIVE DATE.

This Agreement will be effective upon the Effective Date first stated herein.

[signature page follows]

DRAFT

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

Caalms Group, LLC, a Texas limited liability company

By:_____
SriKanth Routhu

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS
Before me, the undersigned notary public, on the____day of_____, 2022, appeared _____, 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 property owner

_____
Notary Public, State of Texas

DRAFT

EXHIBIT "1"
PROPERTY DESCRIPTION

LEGAL DESCRIPTION - OVERALL

BEING a parcel of land situated in the City of Anna, Collin County, Texas, out of the Thomas Rattan Survey, Abstract No. 782, being all of that called 64.847 acre parcel of land described by Special Warranty Deed with Vendor's Lien to Caalms Group, LLC, as recorded by County Clerk's File No. 20180904001111350, as affected by that Statutory Correction Affidavit recorded by County Clerk's File No. 20180906001124710, both of the Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of said 64.847 acre parcel and the northwest corner of the remainder of that called 67.53 acre parcel of land (called "The Coffman Place") described by Special Warranty Deed to MJLA Adams, Ltd., as recorded by County Clerk's File No. 20110505000462590, Official Public Records, Collin County, Texas, the same lying in the east right-of-way line of United States Highway No. 75 (US-75; a variable width public right-of-way);

THENCE along said east right-of-way line as follows:

North 07 degrees 37 minutes 29 seconds East, a distance of 175.48 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears South 48 degrees 36 minutes 52 seconds West, a distance of 0.25 feet;

North 00 degrees 29 minutes 59 seconds East, a distance of 201.56 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears South 55 degrees 10 minutes 10 seconds West, a distance of 0.30 feet;

North 07 degrees 37 minutes 29 seconds East, a distance of 600.00 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears North 80 degrees 21 minutes 21 seconds West, a distance of 0.52 feet;

North 05 degrees 54 minutes 23 seconds East, a distance of 100.05 feet to a 5/8 inch iron rod with red plastic cap stamped "SCI" set;

North 07 degrees 37 minutes 29 seconds East, a distance of 534.76 feet to a point for the northwest corner of said 64.847 acre parcel and the southwest corner of that called 0.10 acre parcel of land described by General Warranty Deed to Anna 31 Retail, LP, as recorded by County Clerk's File No. 20151123001472990, Official Public Records, Collin County, Texas, same being the southwest corner of Lot 3, Block A, Anna Retail Addition, an addition to the City of Anna, Collin County, Texas, according to the Final Replat thereof recorded by Volume 2022, Page 158, Map Records, Collin County, Texas;

THENCE, departing said east right-of-way line and along the common line of said 64.847 acre parcel and said Anna Retail Addition (replat), North 88 degrees 57 minutes 44 seconds East, at a distance of 91.60 feet pass a point from which a 5/8 inch iron rod with yellow plastic cap stamped "DC&A" found for the southeast corner of said 0.10 acre parcel bears South 01 degrees 02 minutes 16 seconds East, a distance of 0.60 feet, and continuing for a total distance of 1635.70 feet to a 5/8 inch iron rod at broken fence corner post found for the common corner of said 64.847 acre parcel and said replat, said point also being an angle break in the west line of that called 50.769 acre parcel of land described by Warranty Deed with Vendor's Lien to Anna 51 Joint Venture, as recorded by County Clerk's File No. 20150120000064460, Official Public Records, Collin County, Texas;

DRAFT

THENCE, along the common line of said 64.847 acre parcel and said 50.769 acre parcel, South 01 degrees 56 minutes 16 seconds East, at a distance of 1395.16 feet pass a 5/8 inch iron rod with orange plastic cap stamped "REFERENCE COR" set, and continuing for a total distance of 1495.16 feet to a point in the approximate center of Throckmorton Creek;

THENCE along the approximate center of said creek as follows:

South 28 degrees 16 minutes 39 seconds West, a distance of 61.64 feet to a point for corner in the approximate center of said creek;

South 25 degrees 56 minutes 04 seconds East, a distance of 58.94 feet to a point for corner in the approximate center of said creek;

THENCE, departing said creek and along the south line of said 64.847 acre parcel, South 88 degrees 49 minutes 21 seconds West, at a distance of 150.00 feet pass a 5/8 inch iron rod with orange plastic cap stamped "REFERENCE COR" set, and continuing for a total distance of 935.92 feet to a point for corner from which a 5/8 inch iron rod found bears South 81 degrees 21 minutes 00 seconds West, a distance of 0.68 feet;

THENCE, continuing along said south line, South 89 degrees 18 minutes 21 seconds West, at a distance of 394.95 feet pass the calculated point of intersection of the said south line and the north line of said "The Coffman Tract", and continuing for a total distance of 760.79 feet to a point for corner from which a 1/2 inch iron rod found bears South 70 degrees 24 minutes 37 seconds West, a distance of 0.71 feet;

THENCE, continuing along the common line of said 64.847 acre parcel and said "The Coffman Tract", North 89 degrees 46 minutes 11 seconds West, a distance of 172.01 feet to the **POINT OF BEGINNING**, containing 2,824,691 square feet or 64.846 acres of land, more or less

DRAFT

EXHIBIT “2”

CONCEPT PLAN

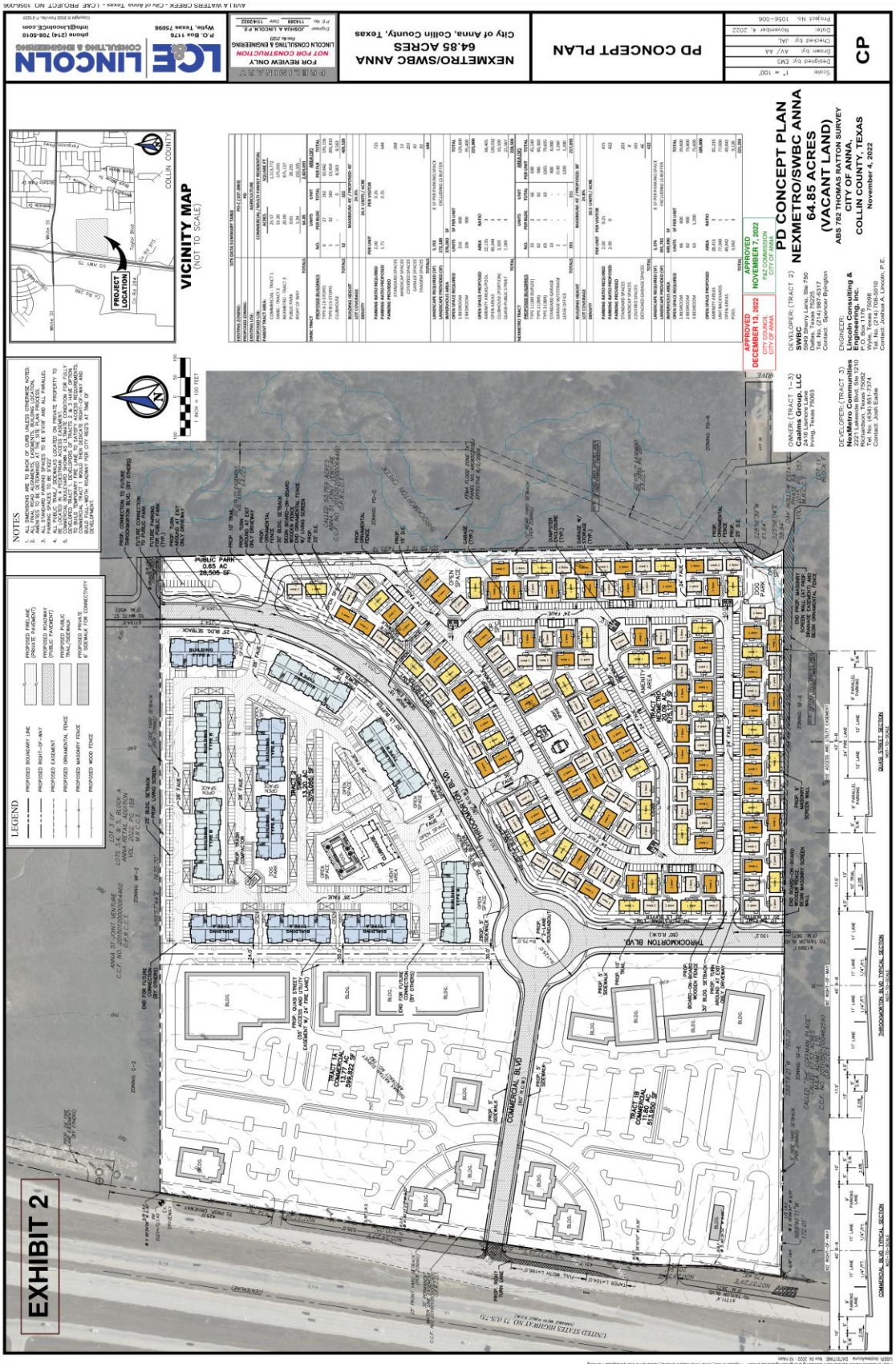


EXHIBIT “3”

THROCKMORTON BLVD CONSTRUCTION PLAN

DRAFT

EXHIBIT "4"

12-INCH WATER MAIN CONSTRUCTION PLAN

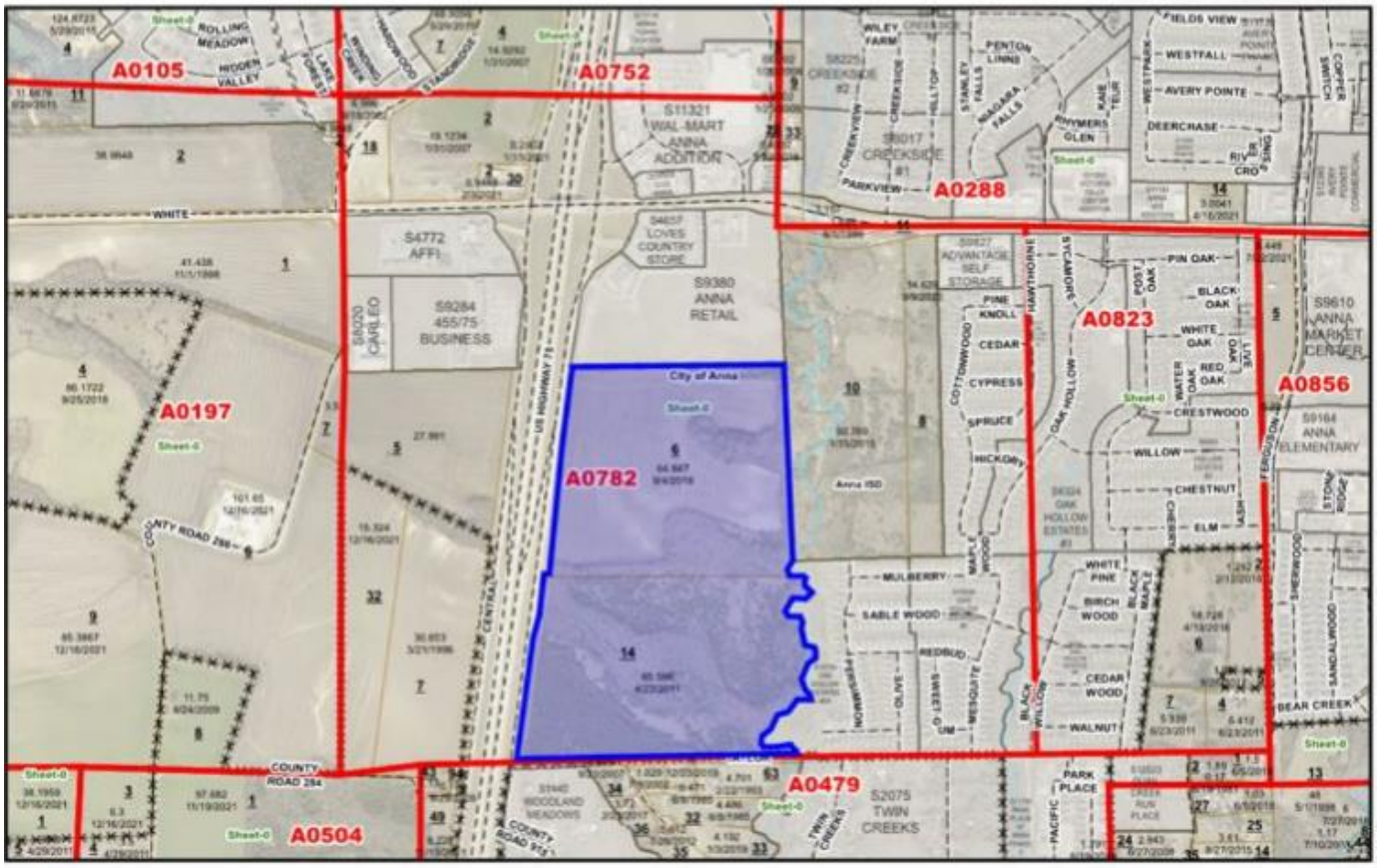
DRAFT

EXHIBIT "5"

DESCRIPTION OF ROADWAY IMPACT FEE AREA

Impact Fee Reimbursement Area

Roadway and Water Impact Fees collected by the City of Anna from Tract 6 (called 64.847 acres) and Tract 14 (called 65.596 acres) out of the Thomas Ratton Survey, Abstract 782, Collin County, Texas, shall be utilized by the City to reimburse the Developer up to the lesser of the total impact fees collected from the Impact Fee Reimbursement Area, or the approved construction cost of the Roadway Improvements and the Water System Improvements.



Item No. 7.k.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development. (Director of Development Services Ross Altobelli)

SUMMARY:
Request to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development (PD).

The proposed zoning will be Planned Development with the following zoning district, each having modified development standards:

- MF-1 Multiple-Family Residential – Medium Density
- MF-2 Multiple-Family Residential – High Density
- C-2 General Commercial District

REMARKS:

The applicant is requesting to rezone the subject property in order to allow for a multi-use development which will include multiple-family and general commercial zoning 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), NexMetro / SWBC Anna, accompanies this request.

Surrounding Land Uses and Zoning

North	Vacant lot zoned C-2 and multiple-family residences zoned Planned Development-Multiple-Family Residential – High Density (PD-MF-2) Ord. No.

	972-2022.
East	Vacant land zoned Planned Development-C-1 Restricted Commercial (PD-C-1) Or. No. 978-2022.
South	Vacant lot zoned SF-E Single-Family Residential – Large Lot (SF-E)
West	U.S. Highway 75 and vacant land zoned C-1 Restricted Commercial.

Proposed Planned Development Stipulations

The requested zoning is Planned Development. This Planned Development is to allow for MF-1 Multiple-Family Residential – Medium Density, MF-2 Multiple-Family Residential – High Density, and C-2 General Commercial District, each with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for a multi-use development.

Design Standards – The language in the proposed PD district would allow for modified development standards associated with the multiple-family residential developments (Tracts 2 & 3) as well as limit uses associated with the future commercial development (Tracts 1A & 1B).

Tracts 1A & 1B: C-2 General Commercial District

The overall C-2 development will include 26.8± acres of future commercial developable land.

Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-2 General Commercial (C-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Restricted Uses:

a. Residential Uses
b. Educational, Institutional and Special Uses
c. Transportation, Utility and Communications Uses
d. Automobile and Related Service Uses
e. Manufacturing, Storage and Warehouse Uses
f. Engine and Motor Repair
g. Feed and Farm Supply (inside sales/storage)
h. Mortuary or Funeral Home
i. Taxidermist
j. Washeteria

2. As shown on the approved Concept Plan a Quasi-Public Street shall be constructed as part of the initial development on Tract 1A (C-2 General Commercial District).

a. Quasi-Public Street Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.

b. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.

c. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.

d. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

e. The quasi-public street shall be located and designed in substantial conformance to Exhibit B: Quasi-Public Street Exhibit.

3. THOR Overlay District. Sec. 9.04.030 (THOR Thoroughfare Overlay District) of the Zoning Ordinance requires all new development and redevelopment located along U.S. Highway 75 shall have a minimum of one acre, minimum lot width of 100 feet, minimum front yard setback of 50 feet, minimum side yard setback of 10 feet, and a minimum driveway separation of 150 feet.

- The applicant is requesting an exemption for Tract 1A & Tract 1B from the THOR Thoroughfare Overlay District.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Tract 2: MF-2 Multiple-Family Residential – High Density

Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs,

and lighting, set forth in the MF-2 Multiple-Family Residential – High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Maximum height (feet): 3-story / 45 feet

2. Side yard interior (feet): 0-3

- Along the western property boundary adjacent to the general commercial zoning (Tract 1A) the applicant is proposing a zero (0) to three (3) foot building setback from the Quasi-Public Street. The intent of the reduced setback is enhancing the interconnectivity between the multi-family and commercial uses and create a true mixed-use environment. The MF-2 zoning only allows for two-story apartments and requires a 10-foot interior side yard.

3. Parking- Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is requesting to not provide visitor parking (0.25 per dwelling unit).
- The applicant is requesting to reduce the required covered parking 75% to 50%.

4. Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.

- The applicant is proposing one trash compactor for the development as well as a valet service to offset the requirement.

5. Screening fence - Sec. 9.04.020 (MF-2 zoning regulations) of the Zoning Ordinance requires that border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction of any multifamily complex, along the property line on any perimeter not abutting a public street or right-of-way.

- The applicant is requesting not to provide the required screening along the northern property boundary line. However, the applicant is proposing to provide a living screen with a minimum of 3 feet in height at time of planting.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Tract 3: MF-1 Multiple-Family Residential – Medium Density

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 the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Parking- Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is requesting not to provide the required visitor parking (0.25 per dwelling unit).
- The applicant is requesting to reduce the required covered parking 75% to 50%.

2. Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.

- The applicant is proposing four enclosed dumpster locations for the development as well as a valet service to offset the requirement.

3. Screening fence – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

- The applicant is requesting to install the following:

  a. Six-foot board on board wood fencing with masonry columns every 50 linear feet along Throckmorton Boulevard to ensure resident privacy.

  b. Six-foot ornamental fence with masonry columns every 50 linear feet along Throckmorton, along with interior landscaping when not adjacent to unit backyards.

  c. Six-foot ornamental fence with masonry columns every 100 linear feet along the eastern property boundary line.

  d. Six-foot masonry screening wall along the southern property boundary line.

4. Minimum Building Separation (feet): 8

- *The fire department requires a minimum 10-foot building separation but has agreed to the 8-foot separation as long as all units are sprinklered per NFPA, NCTCOG, and our local fire code amendments.*

5. Signage- Sec. 9.05.057 (Class 6, monument signs) of the Zoning Ordinance permits a maximum of one (1) sign per street frontage.

- The applicant is requesting two (2) monument signs along Throckmorton Boulevard.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Comprehensive Plan and Future Land Use Plan
Future Land Use Plan – The Future Land Use Plan designates this property as Community Commercial (CC). This category is only generally defined within the current Comprehensive Plan.

Character & Intent
Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

CONCLUSION:
The applicant is proposing a mixed-use development, preserving the frontage of U.S. Highway 75 for future commercial development while providing a mixture of residential

housing options. While this particular property is designated for Community Commercial, the property to the south is designated for Mixed-Use. The applicant is requesting to increase the mixed-use flexibility in order to spur economic growth while increasing tax revenue.

Although residential development is not listed as a specific use in the Community Commercial future land use description, the proposed layout and development standards encourage a mixed-use environment with pedestrian-oriented standards providing a live, shop, work and play environment.

FINANCIAL IMPACT:
N/A

STATEGIC CONNECTIONS:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:
The Planning & Zoning Commission recommended approval unanimously. Below are the recommended restrictions if the Council votes in favor of the zoning request:

1. The location of Tracts and associated planned development zoning districts shall be in substantial conformance with the Concept Plan (Exhibit A).

2. Tract 1A & 1B, 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 the C-2 General Commercial (C-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Restricted Uses:
   a. Residential Uses
   b. Educational, Institutional and Special Uses
   c. Transportation, Utility and Communications Uses
   d. Automobile and Related Service Uses
   e. Manufacturing, Storage and Warehouse Uses
   f. Engine and Motor Repair
   g. Feed and Farm Supply (inside sales/storage)
   h. Mortuary or Funeral Home
   i. Taxidermist

j. Washeteria

ii. As shown on the approved Concept Plan a Quasi-Public Street shall be constructed as part of the initial development on Tract 1A (C-2 General Commercial District).

a. Quasi-Public Street Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.

b. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.

c. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.

d. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

e. The quasi-public street shall be located and designed in substantial conformance to Exhibit B: Quasi-Public Street Exhibit.

iii. Tracts 1A & 1B (C-2 General Commercial) shall be exempt from the THOR Thoroughfare Overlay District zoning ordinance.

3. Tract 2, 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 the MF-2 Multiple-Family Residential – High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Maximum height (feet): 3-story / 45 feet

ii. Side yard interior (feet): Min. 0 - 3 feet from the Quasi-Public Street along the western property boundary.

iii. Parking:

a. 2 parking spaces per dwelling unit

b. Visitor parking not required

c. 50% of required parking must be covered (Garage or Carport)

iv. Refuse Facilities: Multiple-family buildings will be served by valet trash service with one trash compactor contained onsite.

v. The front building face of multiple-family buildings located adjacent to the Quasi-Public Street shall be oriented toward the Quasi-Public Street.

vi. With the exception of patios and balconies, fencing is not permitted in front of any building face fronting along the Quasi-Public Street.

vii. Screening not required along northern property boundary line.

4. Tract 3, 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 the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Parking:

a. 2 parking spaces per dwelling unit

b. Visitor parking not required

c. 50% of required parking must be covered (Garage or Carport)

ii. Refuse Facilities: Multiple-family buildings will be served by valet trash service with four enclosed dumpster locations contained onsite.

iii. Screening:

a. Six-foot board on board wood fencing with masonry columns every 50 linear feet along Throckmorton Boulevard.

b. Six-foot ornamental fence with masonry columns every 50 linear feet along

Throckmorton, along with interior landscaping when not adjacent to unit backyards.

c. Six-foot ornamental fence with masonry columns every 100 linear feet along the eastern property boundary line.

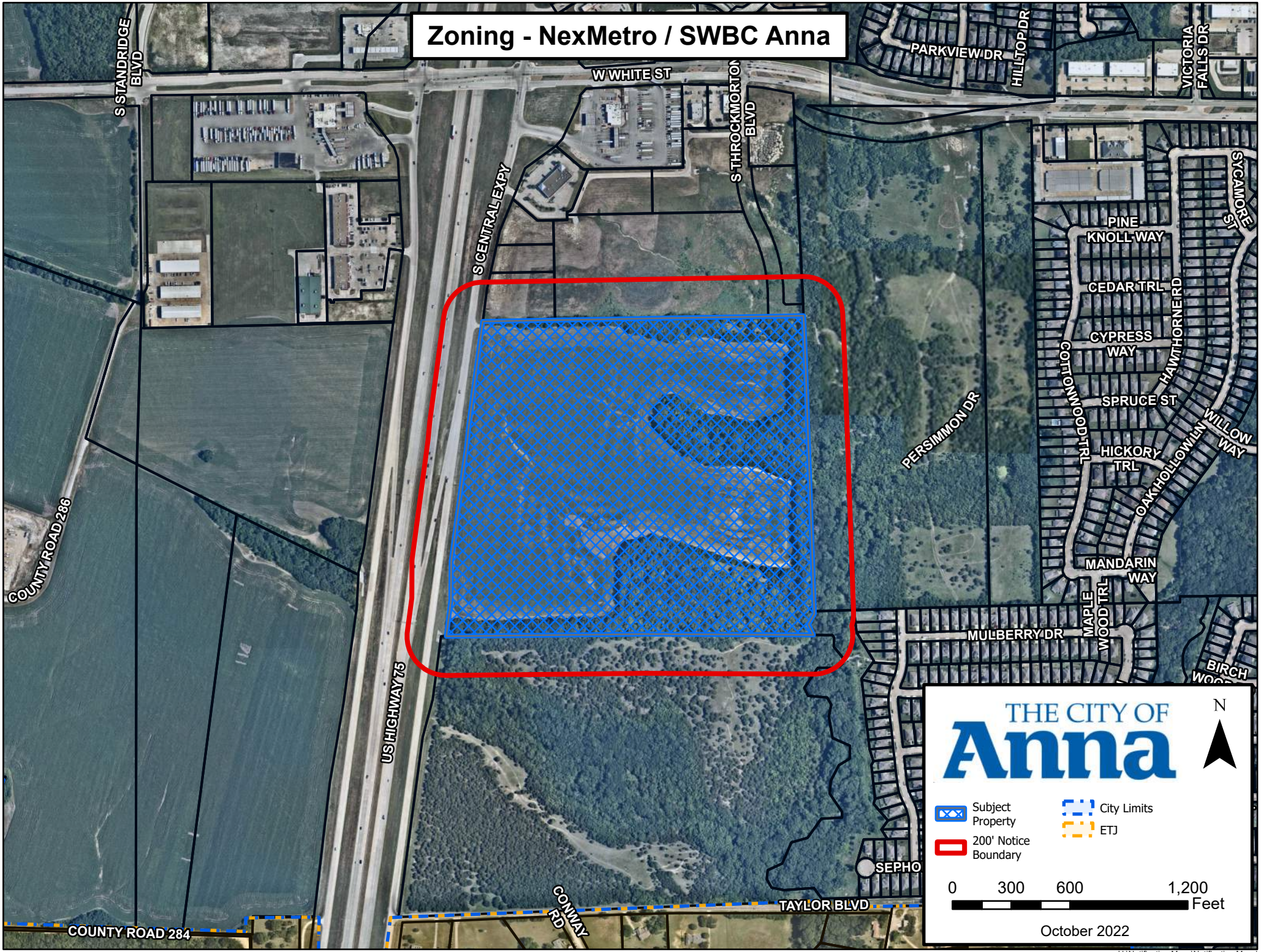
d. Six-foot masonry screening wall along the southern property boundary line.

iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.

v. Signage: Two (2) monument signs along Throckmorton Boulevard.

ATTACHMENTS:

1. NexMetro SWBC Anna Locator Map
2. Ordinance - NexMetro SWBC Anna
3. Ord. Exhibit 1 - Legal Description (Metes & Bounds)
4. Ord. Exhibit 2 - NexMetro SWBC Anna - PD Concept Plan
5. Ord. Exhibit 3 - NexMetro SWBC Anna - Quasi Public Street Exhibit
6. Council - STAFF REPORT (Zoning) - NexMetro SWBC Anna
7. Exhibit A Staff Report - NexMetro SWBC Anna - PD Concept Plan
8. Exhibit B Staff Report - NexMetro SWBC Anna - Quasi Public Street Exhibit
9. Exhibit C Staff Report - PD Design Statement



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS
(Property zoned under this ordinance is generally located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street)

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 Caalms Group, LLC on Property described 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 east side of U.S. Highway 75, 1,200± feet south of W. White Street is zoned Planned Development-C-1 Restricted Commercial; 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 described in Exhibit 1 and as 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 high-quality Multiple-Family Residences and commercial project.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 2).

2. Tract 1A & 1B, 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 the C-2 General Commercial (C-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

    i. Restricted Uses:

        a. Residential Uses
        b. Educational, Institutional and Special Uses
        c. Transportation, Utility and Communications Uses
        d. Automobile and Related Service Uses
        e. Manufacturing, Storage and Warehouse Uses
        f. Engine and Motor Repair
        g. Feed and Farm Supply (inside sales/storage)
        h. Mortuary or Funeral Home
        i. Taxidermist
        j. Washeteria

    ii. As shown on the approved Concept Plan a Quasi-Public Street shall be constructed as part of the initial development on Tract 1A (C-2 General Commercial District).

        a. Quasi-Public Street Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.

        b. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.

c. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.

d. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

e. The quasi-public street shall be located and designed in substantial conformance to Exhibit 3: Quasi-Public Street Exhibit.

iii. Tracts 1A & 1B (C-2 General Commercial) shall be exempt from the THOR Thoroughfare Overlay District zoning ordinance.

3. Tract 2, 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 the MF-2 Multiple-Family Residential – High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Maximum height (feet): 3-story / 45 feet

ii. Side yard interior (feet): Min. 0 - 3 feet from the Quasi-Public Street along the western property boundary.

iii. Parking:

a. 2 parking spaces per dwelling unit

b. Visitor parking not required

c. 50% of required parking must be covered (Garage or Carport)

iv. Refuse Facilities: Multiple-family buildings will be served by valet trash service with one trash compactor contained onsite.

v. The front building face of multiple-family buildings located adjacent to the Quasi-Public Street shall be oriented toward the Quasi-Public Street.

vi. With the exception of patios and balconies, fencing is not permitted in front of any building face fronting along the Quasi-Public Street.

vii. Screening not required along northern property boundary line.

4. Tract 3, 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 the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

   i. Parking:

      a. 2 parking spaces per dwelling unit

      b. Visitor parking not required

      c. 50% of required parking must be covered (Garage or Carport)

   ii. Refuse Facilities: Multiple-family buildings will be served by valet trash service with four enclosed dumpster locations contained onsite.

   iii. Screening:

      a. Six-foot board on board wood fencing with masonry columns every 50 linear feet along Throckmorton Boulevard.

      b. Six-foot ornamental fence with masonry columns every 50 linear feet along Throckmorton, along with interior landscaping when not adjacent to unit backyards.

      c. Six-foot ornamental fence with masonry columns every 100 linear feet along the eastern property boundary line.

      d. Six-foot masonry screening wall along the southern property boundary line.

   iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.

   v. Signage: Two (2) monument signs along Throckmorton Boulevard.

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 13th day of December 2022.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

EXHIBIT 1

LEGAL DESCRIPTION - OVERALL

BEING a parcel of land situated in the City of Anna, Collin County, Texas, out of the Thomas Rattan Survey, Abstract No. 782, being all of that called 64.847 acre parcel of land described by Special Warranty Deed with Vendor's Lien to Caalms Group, LLC, as recorded by County Clerk's File No. 20180904001111350, as affected by that Statutory Correction Affidavit recorded by County Clerk's File No. 20180906001124710, both of the Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of said 64.847 acre parcel and the northwest corner of the remainder of that called 67.53 acre parcel of land (called "The Coffman Place") described by Special Warranty Deed to MJLA Adams, Ltd., as recorded by County Clerk's File No. 20110505000462590, Official Public Records, Collin County, Texas, the same lying in the east right-of-way line of United States Highway No. 75 (US-75; a variable width public right-of-way);

THENCE along said east right-of-way line as follows:

North 07 degrees 37 minutes 29 seconds East, a distance of 175.48 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears South 48 degrees 36 minutes 52 seconds West, a distance of 0.25 feet;

North 00 degrees 29 minutes 59 seconds East, a distance of 201.56 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears South 55 degrees 10 minutes 10 seconds West, a distance of 0.30 feet;

North 07 degrees 37 minutes 29 seconds East, a distance of 600.00 feet to a point for corner from which a 4" brass disc found stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." bears North 80 degrees 21 minutes 21 seconds West, a distance of 0.52 feet;

North 05 degrees 54 minutes 23 seconds East, a distance of 100.05 feet to a 5/8 inch iron rod with red plastic cap stamped "SCI" set;

North 07 degrees 37 minutes 29 seconds East, a distance of 534.76 feet to a point for the northwest corner of said 64.847 acre parcel and the southwest corner of that called 0.10 acre parcel of land described by General Warranty Deed to Anna 31 Retail, LP, as recorded by County Clerk's File No. 20151123001472990, Official Public Records, Collin County, Texas, same being the southwest corner of Lot 3, Block A, Anna Retail Addition, an addition to the City of Anna, Collin County, Texas, according to the Final Replat thereof recorded by Volume 2022, Page 158, Map Records, Collin County, Texas;

THENCE, departing said east right-of-way line and along the common line of said 64.847 acre parcel and said Anna Retail Addition (replat), North 88 degrees 57 minutes 44 seconds East, at a distance of 91.60 feet pass a point from which a 5/8 inch iron rod with yellow plastic cap stamped "DC&A" found for the southeast corner of said 0.10 acre parcel bears South 01 degrees 02 minutes 16 seconds East, a distance of 0.60 feet, and continuing for a total distance of 1635.70 feet to a 5/8 inch iron rod at broken fence corner post found for the common corner of said 64.847 acre parcel and said replat, said point also being an angle break in the west line of that called 50.769 acre parcel of land described by Warranty Deed with Vendor's Lien to Anna 51 Joint Venture, as recorded by County Clerk's File No. 20150120000064460, Official Public Records, Collin County, Texas;

THENCE, along the common line of said 64.847 acre parcel and said 50.769 acre parcel, South 01 degrees 56 minutes 16 seconds East, at a distance of 1395.16 feet pass a 5/8 inch iron rod with orange plastic cap stamped "REFERENCE COR" set, and continuing for a total distance of 1495.16 feet to a point in the approximate center of Throckmorton Creek;

THENCE along the approximate center of said creek as follows:

EXHIBIT 1

South 28 degrees 16 minutes 39 seconds West, a distance of 61.64 feet to a point for corner in the approximate center of said creek;

South 25 degrees 56 minutes 04 seconds East, a distance of 58.94 feet to a point for corner in the approximate center of said creek;

THENCE, departing said creek and along the south line of said 64.847 acre parcel, South 88 degrees 49 minutes 21 seconds West, at a distance of 150.00 feet pass a 5/8 inch iron rod with orange plastic cap stamped "REFERENCE COR" set, and continuing for a total distance of 935.92 feet to a point for corner from which a 5/8 inch iron rod found bears South 81 degrees 21 minutes 00 seconds West, a distance of 0.68 feet;

THENCE, continuing along said south line, South 89 degrees 18 minutes 21 seconds West, at a distance of 394.95 feet pass the calculated point of intersection of the said south line and the north line of said "The Coffman Tract", and continuing for a total distance of 760.79 feet to a point for corner from which a 1/2 inch iron rod found bears South 70 degrees 24 minutes 37 seconds West, a distance of 0.71 feet;

THENCE, continuing along the common line of said 64.847 acre parcel and said "The Coffman Tract", North 89 degrees 46 minutes 11 seconds West, a distance of 172.01 feet to the **POINT OF BEGINNING**, containing 2,824,691 square feet or 64.846 acres of land, more or less

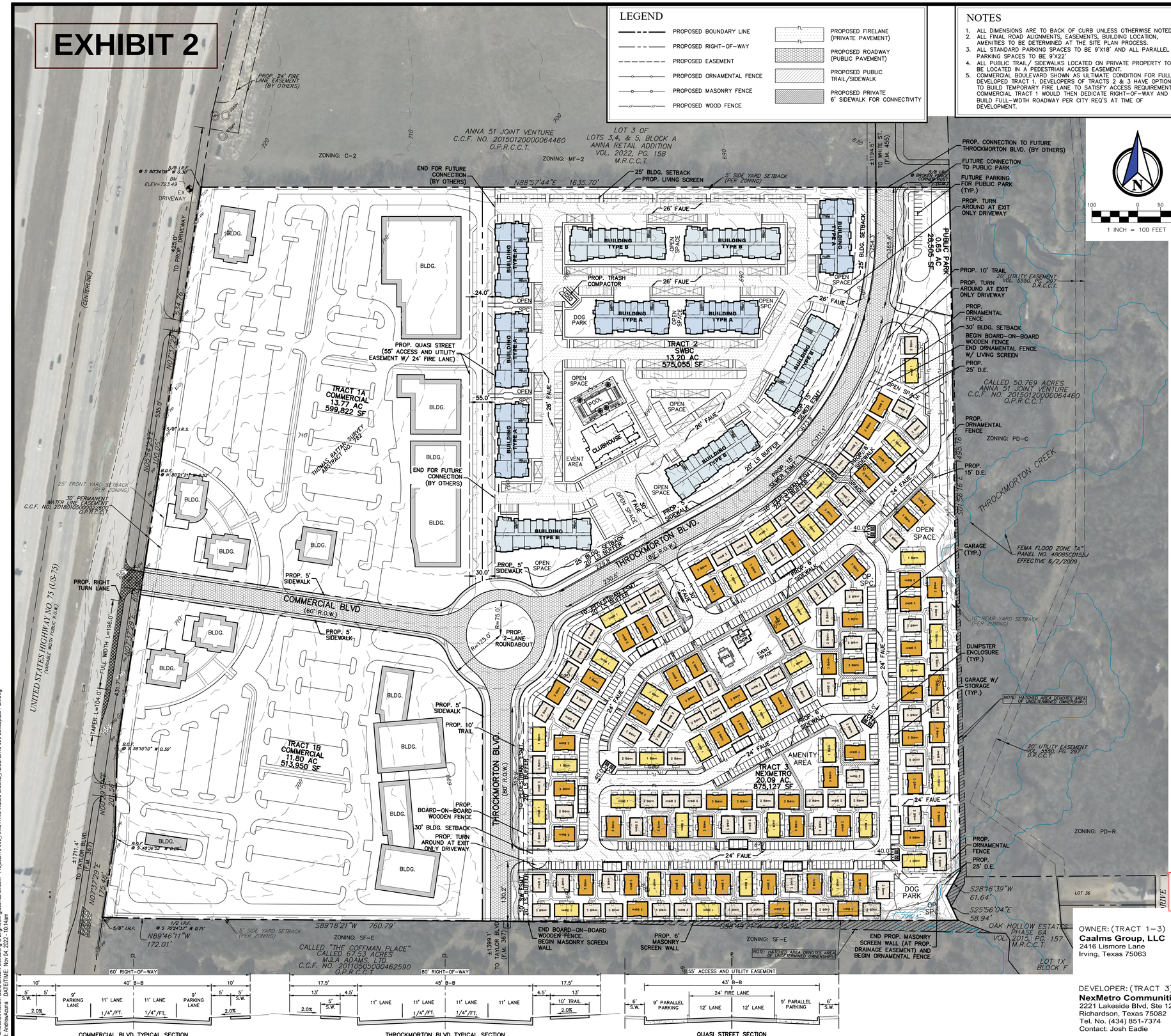
EXHIBIT 2

LEGEND

- PROPOSED BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED ORNAMENTAL FENCE
- PROPOSED MASONRY FENCE
- PROPOSED WOOD FENCE
- PROPOSED FIRELANE (PRIVATE PAVEMENT)
- PROPOSED ROADWAY (PUBLIC PAVEMENT)
- PROPOSED PUBLIC TRAIL/SIDEWALK
- PROPOSED PRIVATE 6' SIDEWALK FOR CONNECTIVITY

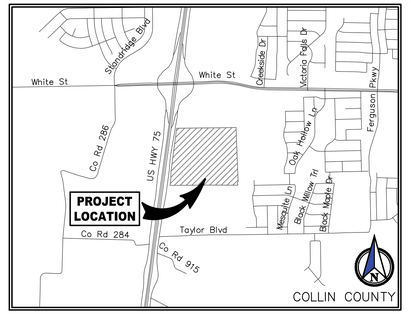
NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL FINAL ROAD ALIGNMENTS, EASEMENTS, BUILDING LOCATION, AMENITIES TO BE DETERMINED AT THE SITE PLAN PROCESS.
3. ALL STANDARD PARKING SPACES TO BE 9'X18' AND ALL PARALLEL PARKING SPACES TO BE 9'X22'
4. ALL PUBLIC TRAIL/ SIDEWALKS LOCATED ON PRIVATE PROPERTY TO BE LOCATED IN A PEDESTRIAN ACCESS EASEMENT.
5. COMMERCIAL BOULEVARD SHOWN AS ULTIMATE CONDITION FOR FULLY DEVELOPED TRACT 1. DEVELOPERS OF TRACTS 2 & 3 HAVE OPTION TO BUILD TEMPORARY FIRE LANE TO SATISFY ACCESS REQUIREMENTS. COMMERCIAL TRACT 1 WOULD THEN DEDICATE RIGHT-OF-WAY AND BUILD FULL-WIDTH ROADWAY PER CITY REQ'S AT TIME OF DEVELOPMENT.



100 0 50 100

1 INCH = 100 FEET



VICINITY MAP
(NOT TO SCALE)

SITE DATA SUMMARY TABLE					
EXISTING ZONING:	PD-C (107-2003)				
PROPOSED ZONING:	PD				
EXISTING USE:	AGRICULTURE				
PROPOSED USE:	COMMERCIAL / MULTI-FAMILY RESIDENTIAL				
PARENT TRACT AREA:	ACRES		SQUARE FT		
COMMERCIAL - TRACT 1	25.57		1,113,772		
SWBC - TRACT 2	13.20		575,055		
NEXMETRO - TRACT 3	20.09		875,127		
PUBLIC PARK	0.65		28,231		
RIGHT OF WAY	5.34		232,505		
TOTALS	64.85		2,824,691		
SWBC TRACT	UNITS	UNIT	AREA (SF)		
PROPOSED BUILDINGS	NO.	PER BLDG	TOTAL	PER FLR	TOTAL
TYPE A (3-STORY)	6	27	162	10,842	195,156
TYPE B (3-STORY)	5	32	160	13,454	201,810
CLUBHOUSE	1	-	0	8,563	8,563
TOTALS	12		322		405,529
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 45'				
LOT COVERAGE	24.5%				
DENSITY	24.4 UNITS / ACRE				
	PER UNIT	PER VISITOR			
PARKING RATIO REQUIRED	2.00	0.25	725		
PARKING RATIO PROPOSED	1.75	0.25	644		
PARKING PROVIDED					
STANDARD SPACES			*268*		
HANDICAP SPACES			*13*		
COVERED SPACES			*201*		
GARAGE SPACES			*81*		
TANDEM SPACES			*81*		
TOTALS			644		
LANDSCAPE REQUIRED (SF)	5,152	8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	172,189	EXCLUDING LS BUFFER			
IMPERVIOUS AREA	376,003	SF			
OPEN SPACE REQUIRED	UNITS	SF PER UNIT	TOTAL		
1 BEDROOM	216	600	129,600		
2 BEDROOM	106	900	95,400		
			225,000		
OPEN SPACE PROPOSED	AREA	RATIO			
AMENITY AREAS/POOL	22,135	3	66,405		
OPEN AREAS	43,344	3	130,032		
CLUBHOUSE (PORTION)	3,500	3	10,500		
QUASI-PUBLIC STREET	7,189	3	21,567		
TOTAL			228,504		
NEXMETRO TRACT	UNITS	UNIT	AREA (SF)		
PROPOSED BUILDINGS	NO.	PER BLDG	TOTAL	PER UNIT	TOTAL
TYPE 1 (1BR DUPLEX)	33	2	66	690	45,540
TYPE 2 (2BR)	82	1	82	980	80,360
TYPE 3 (3BR)	63	1	63	1265	79,695
STANDARD GARAGE	10	-	-	800	8,000
GARAGE W/STORAGE	2	-	-	1130	2,260
LEASE OFFICE	1	-	-	1200	1,200
TOTALS	191		211		217,055
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 30'				
LOT COVERAGE	24.8%				
DENSITY	10.5 UNITS / ACRE				
	PER UNIT	PER VISITOR			
PARKING RATIO REQUIRED	2.00	0.25	475		
PARKING RATIO PROPOSED	2.00	0	422		
PARKING PROVIDED					
STANDARD SPACES			*203*		
HANDICAP SPACES			*8*		
COVERED SPACES			*165*		
DETACHED GARAGE SPACES			*46*		
TOTAL			422		
LANDSCAPE REQUIRED (SF)	3,376	8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	391,781	EXCLUDING LS BUFFER			
IMPERVIOUS AREA	449,490	SF			
OPEN SPACE REQUIRED	UNITS	SF PER UNIT	TOTAL		
1 BEDROOM	66	600	39,600		
2 BEDROOM	82	900	73,800		
3 BEDROOM	63	1,200	75,600		
			189,000		
OPEN SPACE PROPOSED	AREA	RATIO			
AMENITY AREAS	28,411	3	85,233		
UNIT BACKYARDS	77,000	1	77,000		
OPEN AREAS	49,842	1	49,842		
POOL	3,042	3	9,126		
TOTAL			221,201		

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

OWNER: (TRACT 1-3)
Caalms Group, LLC
2416 Lismore Lane
Irving, Texas 75063

DEVELOPER: (TRACT 2)
SWBC
5949 Sherry Lane, Ste 750
Dallas, Texas 75225
Tel. No. (214) 987-6317
Contact: Spencer Byington

DEVELOPER: (TRACT 3)
NexMetro Communities
2221 Lakeside Blvd, Ste 1210
Richardson, Texas 75082
Tel. No. (434) 851-7374
Contact: Josh Eadie

ENGINEER:
Lincoln Consulting & Engineering, inc.
P.O. Box 1176
Wylie, Texas 75098
Tel. No. (214) 708-5010
Contact: Joshua A. Lincoln, P.E.

PD CONCEPT PLAN
NEXMETRO/SWBC ANNA
64.85 ACRES
(VACANT LAND)
ABS 782 THOMAS RATTON SURVEY
CITY OF ANNA,
COLLIN COUNTY, TEXAS
November 4, 2022

LCE LINCOLN CONSULTING & ENGINEERING
P.O. Box 1176
Wylie, Texas 75098
phone (214) 708-5010
info@LincolnCE.com

Copyright © 2022 Firm No. F-21223

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-006

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer: JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 11/4/2022

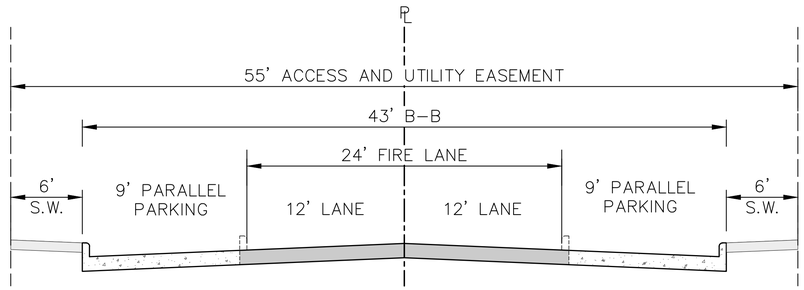
PD CONCEPT PLAN

Scale: 1" = 100'
Designed by: EWS
Drawn by: AV/ AA
Checked by: JAL
Date: November 4, 2022
Project No. 1056-006

CP

FILE: C:\Users\Andrew\Aurora\Lincoln Consulting & Engineering\Joshua Lincoln - Projects\15-006_Anna-Avilla Waters Creek\z_AutoCAD\15-006 Conceptual Plan.dwg
USER: Andrew/Aurora DATE/TIME: Nov 04, 2022 - 10:14am

EXHIBIT 3

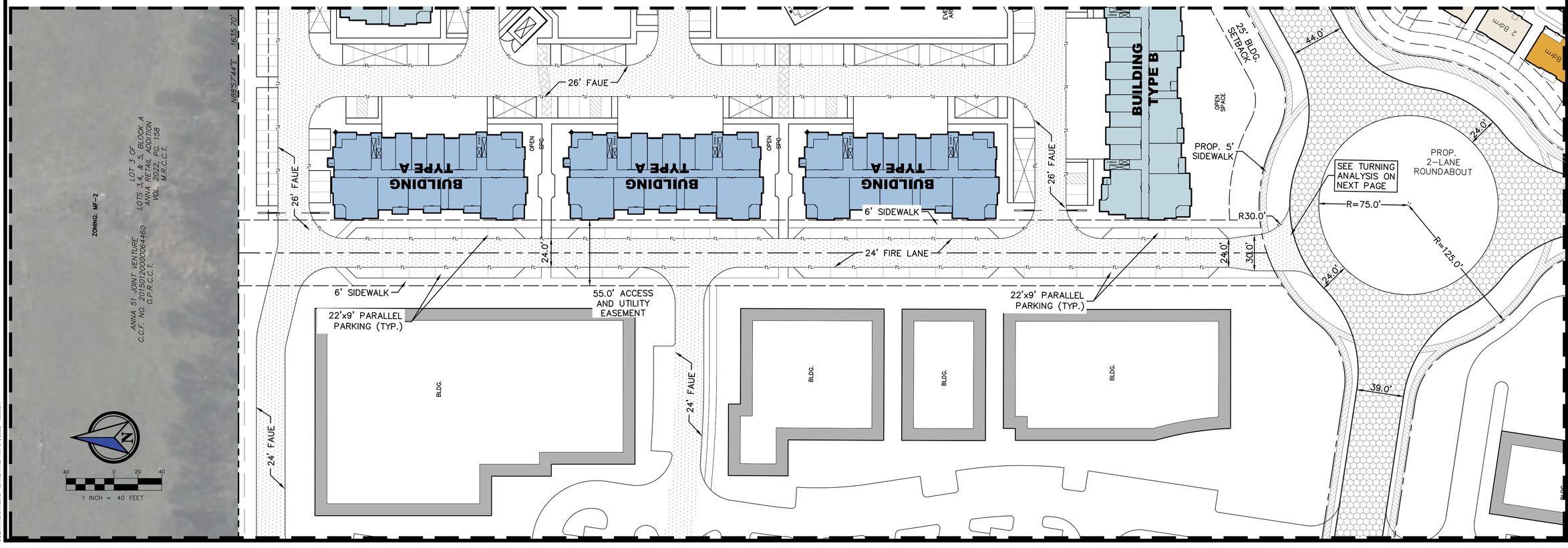


QUASI STREET SECTION

NOT-TO-SCALE

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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



LCE LINCOLN CONSULTING & ENGINEERING
P.O. Box 1176
Wylie, Texas 75098
phone (214) 708-5010
info@LincolnCE.com

Copyright © 2022 Firm No. F-21223

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-006

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 11/4/2022

NEXEMETRO/SWBC ANNA
64.85 ACRES
City of Anna, Collin County, Texas

QUASI STREET EXHIBIT

Scale: 1" = 40'
Designed by: EMS
Drawn by: AV/ AA
Checked by: JAL
Date: November 4, 2022
Project No. 1056-006

EX.1

FILE: C:\Users\Andrew\Acurea\Lincoln Consulting & Engineering\Joshua Lincoln - Projects\57.001_Anna - SWBC Waters Creek\z_AutoCAD\Exhibits\Site\2022.11.03 Quasi Street\15-006 Quasi Street Exhibit 2.dwg
USER: Andrew\Acurea DATE/TIME: Nov 04, 2022 - 10:05am

CITY OF ANNA

PLANNING & ZONING COMMISSION

December 13, 2022

Public Hearing: Zoning – NexMetro / SWBC Anna

Applicant: CAALMS GROUP, LLC

DESCRIPTION:

Request to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development (PD).

The proposed zoning will be Planned Development with the following zoning district, each having modified development standards:

- MF-1 Multiple-Family Residential – Medium Density
- MF-2 Multiple-Family Residential – High Density
- C-2 General Commercial District

REMARKS:

The applicant is requesting to rezone the subject property in order to allow for a multi-use development which will include multiple-family and general commercial zoning 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), NexMetro / SWBC Anna, accompanies this request.

Surrounding Land Uses and Zoning

North	Vacant lot zoned C-2 and multiple-family residences zoned Planned Development-Multiple-Family Residential – High Density (PD-MF-2) Ord. No. 972-2022.
East	Vacant land zoned Planned Development-C-1 Restricted Commercial (PD-C-1) Or. No. 978-2022.
South	Vacant lot zoned SF-E Single-Family Residential – Large Lot (SF-E)
West	U.S. Highway 75 and vacant land zoned C-1 Restricted Commercial.

Proposed Planned Development Stipulations

The requested zoning is Planned Development. This Planned Development is to allow for MF-1 Multiple-Family Residential – Medium Density, MF-2 Multiple-Family Residential – High Density, and C-2 General Commercial District, each with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for a multi-use development.

Design Standards – The language in the proposed PD district would allow for modified development standards associated with the multiple-family residential developments (Tracts 2 & 3) as well as limit uses associated with the future commercial development (Tracts 1A & 1B).

Tracts 1A & 1B: C-2 General Commercial District

The overall C-2 development will include 26.8± acres of future commercial developable land.

Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-2 General Commercial (C-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Restricted Uses:

    a. Residential Uses
    b. Educational, Institutional and Special Uses
    c. Transportation, Utility and Communications Uses
    d. Automobile and Related Service Uses
    e. Manufacturing, Storage and Warehouse Uses
    f. Engine and Motor Repair
    g. Feed and Farm Supply (inside sales/storage)
    h. Mortuary or Funeral Home
    i. Taxidermist
    j. Washeteria

2. As shown on the approved Concept Plan a Quasi-Public Street shall be constructed as part of the initial development on Tract 1A (C-2 General Commercial District).

    a. Quasi-Public Street Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.

    b. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.

c. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.

d. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

e. The quasi-public street shall be located and designed in substantial conformance to Exhibit B: Quasi-Public Street Exhibit.

3. THOR Overlay District. Sec. 9.04.030 (THOR Thoroughfare Overlay District) of the Zoning Ordinance requires all new development and redevelopment located along U.S. Highway 75 shall have a minimum of one acre, minimum lot width of 100 feet, minimum front yard setback of 50 feet, minimum side yard setback of 10 feet, and a minimum driveway separation of 150 feet.

   - The applicant is requesting an exemption for Tract 1A & Tract 1B from the THOR Thoroughfare Overlay District.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Tract 2: MF-2 Multiple-Family Residential – High Density

Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential – High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Maximum height (feet): 3-story / 45 feet

2. Side yard interior (feet): 0-3

   - Along the western property boundary adjacent to the general commercial zoning (Tract 1A) the applicant is proposing a zero (0) to three (3) foot building setback from the Quasi-Public Street. The intent of the reduced setback is enhancing the interconnectivity between the multi-family and commercial uses and create a true mixed-use environment. The MF-2 zoning only allows for two-story apartments and requires a 10-foot interior side yard.

3. Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

    - The applicant is requesting to not provide visitor parking (0.25 per dwelling unit).

    - The applicant is requesting to reduce the required covered parking 75% to 50%.

4. Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.

    - The applicant is proposing one trash compactor for the development as well as a valet service to offset the requirement.

5. Screening fence – Sec. 9.04.020 (MF-2 zoning regulations) of the Zoning Ordinance requires that border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction of any multifamily complex, along the property boundary line on any perimeter not abutting a public street or right-of-way.

    - The applicant is requesting not to provide the required screening along the northern property boundary line. However, the applicant is proposing to provide a living screen with a minimum of 3 feet in height at time of planting.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Tract 3: MF-1 Multiple-Family Residential – Medium Density

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 the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

    - The applicant is requesting not to provide the required visitor parking (0.25 per dwelling unit).

    - The applicant is requesting to reduce the required covered parking 75% to 50%.

2. Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.

   - The applicant is proposing four enclosed dumpster locations for the development as well as a valet service to offset the requirement.

3. Screening fence – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

   - The applicant is requesting to install the following:

     a. Six-foot board on board wood fencing with masonry columns every 50 linear feet along Throckmorton Boulevard to ensure resident privacy.

     b. Six-foot ornamental fence with masonry columns every 50 linear feet along Throckmorton, along with interior landscaping when not adjacent to unit backyards.

     c. Six-foot ornamental fence with masonry columns every 100 linear feet along the eastern property boundary line.

     d. Six-foot masonry screening wall along the southern property boundary line.

4. Minimum Building Separation (feet): 8

   - *The fire department requires a minimum 10-foot building separation but has agreed to the 8-foot separation as long as all units are sprinklered per NFPA, NCTCOG, and our local fire code amendments.*

5. Signage - Sec. 9.05.057 (Class 6, monument signs) of the Zoning Ordinance permits a maximum of one (1) sign per street frontage.

   - The applicant is requesting two (2) monument signs along Throckmorton Boulevard.

To help support and justify the modified standards the applicant has provided additional information (Exhibit C).

Comprehensive Plan and Future Land Use Plan

Future Land Use Plan – The Future Land Use Plan designates this property as Community Commercial (CC). This category is only generally defined within the current Comprehensive Plan.

Character & Intent

Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

The applicant is proposing a mixed-use development, preserving the frontage of U.S. Highway 75 for future commercial development while providing a mixture of residential housing options. While this particular property is designated for Community Commercial, the property to the south is designated for Mixed-Use. The applicant is requesting to increase the mixed-use flexibility in order to spur economic growth while increasing tax revenue.

SUMMARY:

Request to rezone 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street from Planned Development-C-1 Restricted Commercial District (PD-C-1) (Ord. No. 107-2003) to Planned Development which will allow for a multi-use development that will include commercial zoning along U.S. Highway 75 frontage road and multiple-family residential to the east. Although residential development is not listed as a specific use in the Community Commercial future land use description, the proposed layout and development standards encourage a mixed-use environment with pedestrian-oriented standards providing a live, shop, work and play environment.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval unanimously. Below are the recommended restrictions if the Council votes in favor of the zoning request:

1. The location of Tracts and associated planned development zoning districts shall be in substantial conformance with the Concept Plan (Exhibit A).

2. Tract 1A & 1B, 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 the C-2 General Commercial (C-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

    i. Restricted Uses:

        a. Residential Uses
        b. Educational, Institutional and Special Uses
        c. Transportation, Utility and Communications Uses
        d. Automobile and Related Service Uses
        e. Manufacturing, Storage and Warehouse Uses
        f. Engine and Motor Repair
        g. Feed and Farm Supply (inside sales/storage)
        h. Mortuary or Funeral Home
        i. Taxidermist
        j. Washeteria

ii. As shown on the approved Concept Plan a Quasi-Public Street shall be constructed as part of the initial development on Tract 1A (C-2 General Commercial District).

a. Quasi-Public Street Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.

b. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.

c. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.

d. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

e. The quasi-public street shall be located and designed in substantial conformance to Exhibit B: Quasi-Public Street Exhibit.

iii. Tracts 1A & 1B (C-2 General Commercial) shall be exempt from the THOR Thoroughfare Overlay District zoning ordinance.

3. Tract 2, 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 the MF-2 Multiple-Family Residential – High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Maximum height (feet): 3-story / 45 feet

ii. Side yard interior (feet): Min. 0 - 3 feet from the Quasi-Public Street along the western property boundary.

iii. Parking:

a. 2 parking spaces per dwelling unit

b. Visitor parking not required

c. 50% of required parking must be covered (Garage or Carport)

iv. Refuse Facilities: Multiple-family buildings will be served by valet trash service with one trash compactor contained onsite.

v. The front building face of multiple-family buildings located adjacent to the Quasi-Public Street shall be oriented toward the Quasi-Public Street.

vi. With the exception of patios and balconies, fencing is not permitted in front of any building face fronting along the Quasi-Public Street.

vii. Screening not required along northern property boundary line.

4. Tract 3, 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 the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

i. Parking:

a. 2 parking spaces per dwelling unit

b. Visitor parking not required

c. 50% of required parking must be covered (Garage or Carport)

ii. Refuse Facilities: Multiple-family buildings will be served by valet trash service with four enclosed dumpster locations contained onsite.

iii. Screening:

a. Six-foot board on board wood fencing with masonry columns every 50 linear feet along Throckmorton Boulevard.

b. Six-foot ornamental fence with masonry columns every 50 linear feet along Throckmorton, along with interior landscaping when not adjacent to unit backyards.

c. Six-foot ornamental fence with masonry columns every 100 linear feet along the eastern property boundary line.

d. Six-foot masonry screening wall along the southern property boundary line.

iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.

v. Signage: Two (2) monument signs along Throckmorton Boulevard.

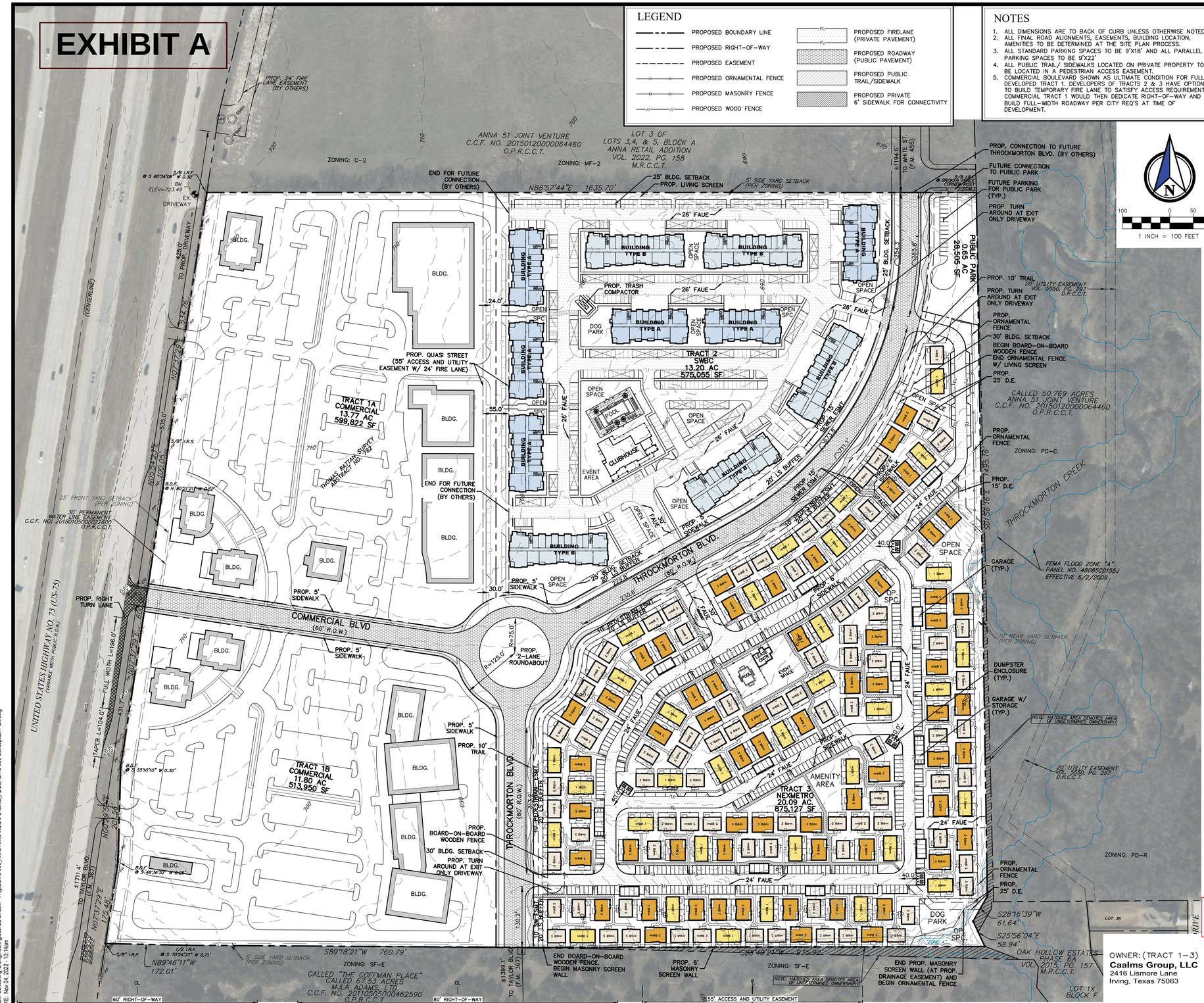
EXHIBIT A

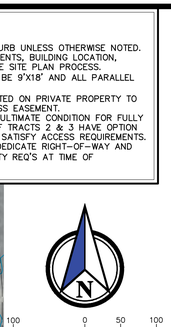
LEGEND

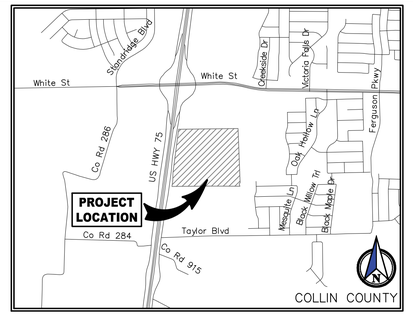
- PROPOSED BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED ORNAMENTAL FENCE
- PROPOSED MASONRY FENCE
- PROPOSED WOOD FENCE
- PROPOSED FIRELANE (PRIVATE PAVEMENT)
- PROPOSED ROADWAY (PUBLIC PAVEMENT)
- PROPOSED PUBLIC TRAIL/SIDEWALK
- PROPOSED PRIVATE 6' SIDEWALK FOR CONNECTIVITY

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL FINAL ROAD ALIGNMENTS, EASEMENTS, BUILDING LOCATION, AMENITIES TO BE DETERMINED AT THE SITE PLAN PROCESS.
3. ALL STANDARD PARKING SPACES TO BE 9'X18' AND ALL PARALLEL PARKING SPACES TO BE 9'X22'
4. ALL PUBLIC TRAIL/ SIDEWALKS LOCATED ON PRIVATE PROPERTY TO BE LOCATED IN A PEDESTRIAN ACCESS EASEMENT.
5. COMMERCIAL BOULEVARD SHOWN AS ULTIMATE CONDITION FOR FULLY DEVELOPED TRACT 1. DEVELOPERS OF TRACTS 2 & 3 HAVE OPTION TO BUILD TEMPORARY FIRE LANE TO SATISFY ACCESS REQUIREMENTS. COMMERCIAL TRACT 1 WOULD THEN DEDICATE RIGHT-OF-WAY AND BUILD FULL-WIDTH ROADWAY PER CITY REQ'S AT TIME OF DEVELOPMENT.







VICINITY MAP
(NOT TO SCALE)

SITE DATA SUMMARY TABLE					
EXISTING ZONING:	PD-C (107-2003)				
PROPOSED ZONING:	PD				
EXISTING USE:	AGRICULTURE				
PROPOSED USE:	COMMERCIAL / MULTI-FAMILY RESIDENTIAL				
PARENT TRACT AREA:	ACRES			SQUARE FT	
COMMERCIAL - TRACT 1	25.57			1,113,772	
SWBC - TRACT 2	13.20			575,055	
NEXMETRO - TRACT 3	20.09			875,127	
PUBLIC PARK	0.65			28,231	
RIGHT OF WAY	5.34			232,505	
TOTALS	64.85			2,824,691	
SWBC TRACT	UNITS		UNIT	AREA (SF)	
PROPOSED BUILDINGS	NO.		PER BLDG	TOTAL	PER FLR	TOTAL
TYPE A (3-STORY)	6		27	162	10,842	195,156
TYPE B (3-STORY)	5		32	160	13,454	201,810
CLUBHOUSE	1		-	0	8,563	8,563
TOTALS	12			322		405,529
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 45'					
LOT COVERAGE	24.5%					
DENSITY	24.4 UNITS / ACRE					
	PER UNIT		PER VISITOR			
PARKING RATIO REQUIRED	2.00		0.25			725
PARKING RATIO PROPOSED	1.75		0.25			644
PARKING PROVIDED						
STANDARD SPACES						268
HANDICAP SPACES						13
COVERED SPACES						201
GARAGE SPACES						81
TANDEM SPACES						81
TOTALS						644
LANDSCAPE REQUIRED (SF)	5,152		8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	172,189		EXCLUDING LS BUFFER			
IMPERVIOUS AREA	376,003	SF				
OPEN SPACE REQUIRED	UNITS		SF PER UNIT			TOTAL
1 BEDROOM	216		600			129,600
2 BEDROOM	106		900			95,400
						225,000
OPEN SPACE PROPOSED	AREA		RATIO			
AMENITY AREAS/POOL	22,135		3			66,405
OPEN AREAS	43,344		3			130,032
CLUBHOUSE (PORTION)	3,500		3			10,500
QUASI-PUBLIC STREET	7,189		3			21,567
TOTAL						228,504
NEXMETRO TRACT		UNITS	UNIT	AREA (SF)		
PROPOSED BUILDINGS	NO.		PER BLDG	TOTAL	PER UNIT	TOTAL
TYPE 1 (1BR DUPLEX)	33		2	66	690	45,540
TYPE 2 (2BR)	82		1	82	980	80,360
TYPE 3 (3BR)	63		1	63	1265	79,695
STANDARD GARAGE	10		-	-	800	8,000
GARAGE W/STORAGE	2		-	-	1130	2,260
LEASE OFFICE	1		-	-	1200	1,200
TOTALS	191			211		217,055
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 30'					
LOT COVERAGE	24.8%					
DENSITY	10.5 UNITS / ACRE					
	PER UNIT		PER VISITOR			
PARKING RATIO REQUIRED	2.00		0.25			475
PARKING RATIO PROPOSED	2.00		0			422
PARKING PROVIDED						
STANDARD SPACES						203
HANDICAP SPACES						8
COVERED SPACES						165
DETACHED GARAGE SPACES						46
TOTAL						422
LANDSCAPE REQUIRED (SF)	3,376		8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	391,781		EXCLUDING LS BUFFER			
IMPERVIOUS AREA	449,490	SF				
OPEN SPACE REQUIRED	UNITS		SF PER UNIT			TOTAL
1 BEDROOM	66		600			39,600
2 BEDROOM	82		900			73,800
3 BEDROOM	63		1,200			75,600
						189,000
OPEN SPACE PROPOSED	AREA		RATIO			
AMENITY AREAS	28,411		3			85,233
UNIT BACKYARDS	77,000		1			77,000
OPEN AREAS	49,842		1			49,842
POOL	3,042		3			9,126
TOTAL						221,201

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

PD CONCEPT PLAN
NEXMETRO/SWBC ANNA
64.85 ACRES
(VACANT LAND)

ABS 782 THOMAS RATTON SURVEY
CITY OF ANNA,
COLLIN COUNTY, TEXAS
November 4, 2022

OWNER: (TRACT 1-3)
Caalms Group, LLC
2416 Lismore Lane
Irving, Texas 75063

DEVELOPER: (TRACT 2)
SWBC
5949 Sherry Lane, Ste 750
Dallas, Texas 75225
Tel. No. (214) 987-6317
Contact: Spencer Byington

DEVELOPER: (TRACT 3)
NexMetro Communities
2221 Lakeside Blvd, Ste 1210
Richardson, Texas 75082
Tel. No. (434) 851-7374
Contact: Josh Eadie

ENGINEER:
Lincoln Consulting & Engineering, inc.
P.O. Box 1176
Wylie, Texas 75098
Tel. No. (214) 708-5010
Contact: Joshua A. Lincoln, P.E.

LCE LINCOLN CONSULTING & ENGINEERING
P.O. Box 1176
Wylie, Texas 75098
phone (214) 708-5010
info@LincolnCE.com

Copyright © 2022 Firm No. F-21223

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-006

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 11/4/2022

NEXMETRO/SWBC ANNA
64.85 ACRES
City of Anna, Collin County, Texas

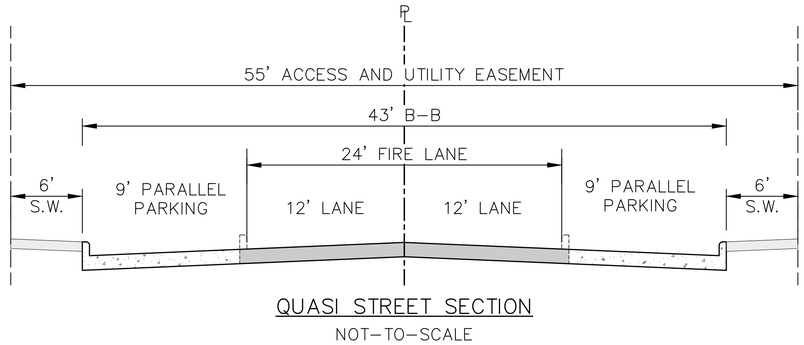
PD CONCEPT PLAN

Scale: 1" = 100'
Designed by: EWS
Drawn by: AV/ AA
Checked by: JAL
Date: November 4, 2022
Project No. 1056-006

CP

FILE: C:\Users\Andrew\Aurora\Lincoln Consulting & Engineering\Joshua Lincoln - Projects\15-006_Anna-Avilla Waters Creek\z_AutoCAD\15-006 Conceptual Plan.dwg
USER: Andrew/Aurora DATE/TIME: Nov 04, 2022 - 10:14am

EXHIBIT B

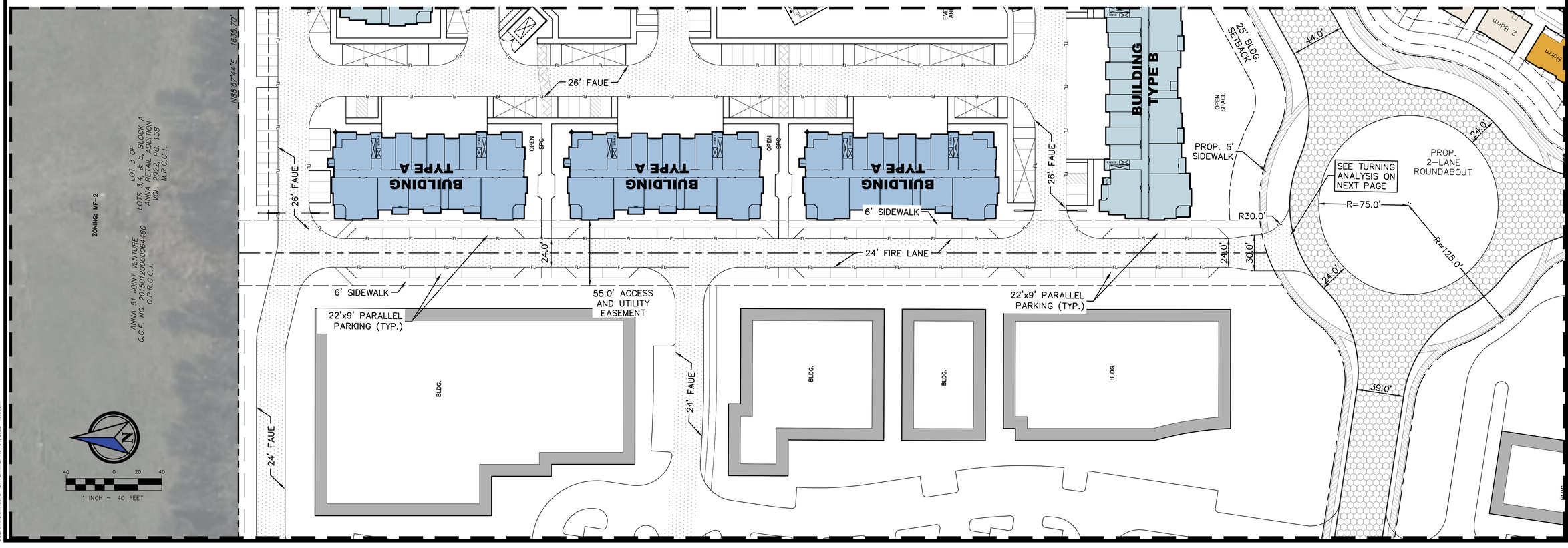


QUASI STREET SECTION

NOT-TO-SCALE

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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



LINCOLN CONSULTING & ENGINEERING
LCE
P.O. Box 1176
Wylie, Texas 75098
phone (214) 708-5010
info@LincolnCE.com

Copyright © 2022 Firm No. F-21223

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 *Date* 11/4/2022

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-006

NEXEMETRO/SWBC ANNA
64.85 ACRES
City of Anna, Collin County, Texas

QUASI STREET EXHIBIT

Scale:	1" = 40'
Designed by:	EMS
Drawn by:	AV/ AA
Checked by:	JAL
Date:	November 4, 2022
Project No.	1056-006

EX.1

FILE: C:\Users\Andrew\Acurio\Lincoln Consulting & Engineering\Joshua Lincoln - Projects\57.001_Anna - SWBC Waters Creek\z_AutoCAD\Exhibits\Site\2022.11.03 Quasi Street\15-006 Quasi Street Exhibit 2.dwg
USER: AndrewAcuna DATE/TIME: Nov 04, 2022 - 10:05am

EXHIBIT C

PD DESIGN STATEMENT
Tract 1 – Caalms Commerical Anna
November 3, 2022

A. Purpose

The regulations set forth in this Planned Development (PD) Design Statement provide development standards for a ±26.8-acre Commercial tract, proposed by developer/applicant NexMetro Communities. The boundary of this PD is identified by metes and bounds on the attached Legal Description. The property shall be developed in accordance with these regulations, and PD Concept and Illustrative plans as depicted in attached exhibits.

B. General Information

The subject property is part of an overall tract currently owned by Caalms Group, LLC. The tract is located at approximately 1,850 linear feet southeast of the intersection of U.S. Highway 75 and White Street (F.M. 455). The property is vacant with minimal tree cover along the eastern portion of the property at Throckmorton Creek, while most of the site slopes/drains to the east/ southeast.

C. Current Zoning

The subject tract is vacant and currently zoned PD-C. The surrounding zoning classifications are as follows:

- North: General Commercial District (C-2); Multiple-Family Residential – High Density (MF-2)
- South: Single-Family Residential – Large Lot (SF-E)
- East: Multiple-Family Residential – High Density (MF-2); Planned Development- Residential (PD-R)
- West: U.S. Highway 75

D. Base District

This Planned Development shall be subject to all regulations of the "C-2" General Commercial District of the City of Anna Code of Ordinances, as exists or as amended herein. The designation of the base district shall be to affect a zoning map change only (from PD-C to a new PD with a base zoning district of "C-2" General Commercial) and to establish base development regulations.

EXHIBIT C

E. Allowed Use Regulations

The following are restricted uses for the C-2 tract:

1. Restricted Uses
    a. Table 1 Residential Uses
    b. Table 2 Educational, Institutional and Special Use
    c. Table 3 Transportation, Utility and Communications Uses
    d. Table 4 Automobile and Related Services Uses
    e. Table 6 Manufacturing, Storage and Warehouse Uses
    f. Engine and motor repair
    g. Feed and farm supply (inside sales/storage)
    h. Mortuary or funeral home
    i. Taxidermist
    j. Washeteria

F. THOR Overlay District Exemption

Proposed commercial Tracts 1A and 1B shall not be subject to and shall be exempt from the THOR Thoroughfare Overlay District.

G. Quasi-Public Street Regulations

Development of a Quasi-Public Street shall be in general conformance and follow intent as shown on **PD Concept Plan**:

1. Definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement. Lots may derive required street frontage from quasi-public streets and maybe platted to the centerline of the quasi-public streets.
2. Lots with frontage on the quasi-public street must orient buildings to the quasi-public street.
3. Buildings must have a minimum of 75% of their façade within 30 feet of the back of curb unless restricted by easements. Where easements are present, a minimum of 75% of each façade must be built to the easement line.
4. Sidewalks and street trees must be provided along both sides of the quasi-public street. A clear pedestrian path of 6 feet in width shall be maintained in this area. Street trees are required at the rate of one tree per 40 linear feet. Trees shall be placed in planting beds or tree grates within 5 feet of the back of the street curb. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width.

EXHIBIT C

PD DESIGN STATEMENT
Tract 2 – SWBC Anna
November 3, 2022

A. Purpose

The regulations set forth in this Planned Development (PD) Design Statement provide development standards for a ±14.7-acre multi-family tract, proposed by developer/applicant SWBC Anna. The boundary of this PD is identified by metes and bounds on the attached Legal Description. The property shall be developed in accordance with these regulations, and PD Concept and Illustrative plans as depicted in attached exhibits.

B. General Information

The subject property is one tract and is currently owned by Caalms Group, LLC. The tract is located at approximately 1,850 linear feet southeast of the intersection of U.S. Highway 75 and White Street (F.M. 455). The property is vacant with minimal tree cover along the eastern portion of the property at Throckmorton Creek, while most of the site slopes/drains to the east/ southeast.

C. Current Zoning

The subject tract is vacant and currently zoned PD-C. The surrounding zoning classifications are as follows:

- North: General Commercial District (C-2); Multiple-Family Residential – High Density (MF-2)
- South: Single-Family Residential – Large Lot (SF-E)
- East: Multiple-Family Residential – High Density (MF-2); Planned Development- Residential (PD-R)
- West: U.S. Highway 75

D. Base District

This PD shall be subject to all regulations of the "MF-2" Multiple-Family Residential - High Density district of the City of Anna Code of Ordinances, as exists or as amended herein. The designation of the base district shall be to affect a zoning map change only (from PD-C to a new PD with a base zoning district of "MF-2" Multiple-Family Residential – High Density) and to establish base development regulations.

EXHIBIT C

E. Land Use Regulations

Permitted Uses and regulations shall be per MF-2 except where noted herein:

1. Dwelling Type & Density
   The PD is intended to provide for development of a Multi-Family Residential, consisting of 322 multi-family dwelling units with a density of approximately 24.4 units per acre.

2. Regulation of Specific Uses
   All structures (leasing center, dwelling units, garage, etc.) and amenities (pool, spa, dog park, grills, pergolas, fire pits, etc.) to be permitted on one (1) lot. Access and building locations to meet the intent of the PD Concept Plan.

3. Accessory Buildings and Uses
   All structure to meet intent of PD Concept Plan with respect to location, size, and number of detached garages

F. Dimensional Regulations

The dimensional regulations shall be per MF-2 except where noted:

1. Minimum Floor Area
   The minimum floor area is to be 600 square feet (sf) per dwelling unit and a maximum of 1,325 square feet (sf) per dwelling unit to align more with industry standards.

2. Building Setbacks
   The minimum building setbacks are as follows:
   - Front Setback, along Throckmorton Boulevard, is maintained at required 25 feet with 20-foot landscape buffer.
   - Rear Setback, along Commercial Tract, is maintained at maximum distance of 5’ from edge of Quasi-Public Street easement, with no required landscape buffer.
   - Side Setback, along north property line, is maintained at the required 25 feet with minimum 5’ landscape buffer.

EXHIBIT C

G. Development Regulations

Development standards shall be per MF-2 except where noted herein and shown on **PD Concept Plan**:

1. Landscape and Open Space Regulations
    - Development will include approximately 25-foot landscape open area along Commercial to be counted towards Open Space calculations.
    - Development proposes two Connectivity Nodes to Commercial tract to be counted as Amenity Areas towards the Open Space requirement.
    - Pool, Event Area, Dog Park, Portion of Clubhouse and other Amenity Areas onsite to be considered 3:1 for required open space requirements.
    - Parking lot terminus islands to be approximately 9' wide with 4' concrete sidewalk, resulting in approximately 100sf landscape area.
    - Parking lot terminus trees may be clustered where parking lot strings exceed 10 spaces.
    - Trees and landscape elements provided along and within Quasi-Public Street to be counted towards required landscape plantings and Open Space area.

2. Private Recreation Areas
   Required recreation areas to meet the intent of **PD Concept Plan.** These recreation/amenities areas may include one or more of the following: Pool and Spa, Dog Park, Outdoor Grills and Pergolas, Event Lawn, Fire Pit, Yard Game Area, Commercial Connectivity Nodes, Clubhouse, and multiple outdoor Open Space areas.

3. Vehicle Parking Regulations
   All vehicle parking to meet intent of the **PD Concept Plan**:
    a. Proposed garages and covered parking to be allowed per the **PD Concept Plan**.
    b. Parking spaces required shall be provided at a rate of 1.75 spaces per unit and 50% of required parking must be covered, plus 0.25 per dwelling unit for visitor parking evenly dispersed throughout site.
    c. Parking lot strings may exceed 10 spaces as long as one (1) extra terminus tree is located elsewhere on site.

4. Dumpster Regulations
   One (1) 30 cubic yard trash compactors will be provided for the development. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure. Refuse containers shall be provided and maintained in a manner to satisfy public health and sanitary regulations. SWBC will utilize a valet waste service to collect residents' trash directly on schedule days – valet service to offset the requirement of all units being within 250' of a refuse facility.

5. Sign Regulations
   All signage and monumentation to meet the intent of the **PD Concept Plan**:
   a. Portal signs to be located within landscape islands designating groupings of units.
   b. One (1) total monument signs proposed for this development along Throckmorton Boulevard at the main entry drive

6. Fence and Screening Regulations
   All fencing and screening to meet intent of the **PD Concept Plan**:
   a. Throckmorton: interior landscaping per City ordinance;
   b. North Property Line: Living screen along with interior landscaping per City ordinance.
   c. West Property Line: Buildings to front along future Quasi-Public Street; no fencing required; tree plantings provided along sidewalk within future parallel parking landscape islands.
   d. Dumpster Enclosure: Screened with landscape foundation plantings and 7' wall shall be of masonry material which shall match the material of adjacent dwelling units.

7. All façade and building elevations shall adhere to the masonry requirements set forth by the related Development Agreement with the City of Anna.

H. Tree Preservation Regulations

The following is taken from current Tree Preservation Ordinance:

1. Standards, Section 9.07.011
   a. Construction of Multifamily Development
      i. Protected trees located in a FEMA one-hundred-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback

zone shall be subject to all tree replacement and tree protection requirements of this article.

ii. In cases other than listed immediately above, all protected trees 18 inches in caliper or greater shall be subject to tree replacement and tree protection requirements except where protected trees must be critically altered to:

- Install and maintain any utility lines;
- Dedicate public right-of-way;
- Construct any public or private streets at the minimum required width only;
- Provide any required easement up to the minimum width needed to accommodate the required service;
- Construct any fire lanes at the minimum required width only;
- Construct any sidewalks;
- Construct swimming pools;
- Construct any hike/bike/equestrian trails;
- Construct any portions of a golf course, park playing field, equestrian center, or school playing field but not including buildings, additional parking, club houses, or ancillary buildings; or
- Achieve cut and fill drainage as designed in master drainage construction plan, including required retention or detention ponds. Transitional slopes to the original grade that are less steep than the maximum allowed slope shall not be exempt.

iii. All other areas of the lot shall be exempt from tree protection and tree replacement requirements of this article.

b. Tree Replacement

2. <u>Tree Credits, Section 9.07.013</u>
   a. All persons subject to payment of a tree permit fee under this article or any other city ordinance are entitled to apply for a credit for tree planting to offset the amount of the fee (“tree credit”).
   b. To qualify for a tree credit, the planted tree must measure no less than 2" in diameter at a point on the trunk four feet and six inches above the ground, and be:
      i. Planted on a property for which the tree permit fee was assessed; or
      ii. Planted on a property mutually agreed upon by the city and the applicant.

c. Tree credits shall be calculated and applied as offsets in the same manner as tree permit fees are determined, and subject to the following rules:
    i. Tree credits shall be equal to the amount of the tree mitigation fee assessed against the person if the property is an existing one-family or two-family dwelling that is the applicant's residence.
    ii. Tree credits shall be no less than 50 percent of the tree permit fee assessed against the applicant if the property is a residential structure or pertains to the development, construction, or renovation of a residential structure, and the applicant is developing, constructing, or renovating the property for a use other than use as the applicant's residence.
    iii. Tree credits shall be no less than 40 percent of the tree permit fee assessed against the applicant if the property is not a residential structure or the person is constructing or intends to construct a structure on the property that is not a residential structure.
d. Tree credits are only available for planting of trees from the city's approved list of species.
e. When any quality tree of 3 inches or more in caliper is preserved that would otherwise have been exempt, credits toward the total inches of caliper of replacement trees required for the development site will be given as per the following formula:
    i. If the caliper of the preserved exempt tree is 3" - 16", the credit applied will be equal to the caliper of the preserved trees.
    ii. If the caliper of the preserved exempt tree is greater than 16", the credit applied will be equal to twice the caliper of the preserved tree.
f. Tree credits may not be earned for preservation of existing trees located on land required to be dedicated for public right-of-way or easement purposes, unless the property owner can demonstrate the ability to protect the credited trees by way of restrictive covenant or other legal instruments considered satisfactory by the city council.
g. Tree credits will not be permitted unless temporary tree protection devices are installed at least to the limit of the critical root zone or the drip line, whichever is greater, during construction activity. The city may, prior to the issuance of a tree permit or allowing any offset of tree permit fees through tree credits, impose additional requirements for tree-planting methods and best management practices to ensure that the tree(s) grow to the anticipated height at maturity.

EXHIBIT C

PD DESIGN STATEMENT
Tract 3 – NexMetro Anna
November 3, 2022

A. Purpose

The regulations set forth in this Planned Development (PD) Design Statement provide development standards for a ±23.3-acre Residential Cottage Community, proposed by developer/applicant NexMetro Communities. The boundary of this PD is identified by metes and bounds on the attached Legal Description. The property shall be developed in accordance with these regulations, and PD Concept and Illustrative plans as depicted in attached exhibits.

B. General Information

The subject property is part of an overall tract currently owned by Caalms Group, LLC. The tract is located at approximately 1,850 linear feet southeast of the intersection of U.S. Highway 75 and White Street (F.M. 455). The property is vacant with minimal tree cover along the eastern portion of the property at Throckmorton Creek, while most of the site slopes/drains to the east/ southeast.

C. Current Zoning

The subject tract is vacant and currently zoned PD-C. The surrounding zoning classifications are as follows:

- North: General Commercial District (C-2); Multiple-Family Residential – High Density (MF-2)
- South: Single-Family Residential – Large Lot (SF-E)
- East: Multiple-Family Residential – High Density (MF-2); Planned Development- Residential (PD-R)
- West: U.S. Highway 75

D. Base District

This Planned Development shall be subject to all regulations of the "MF-1" Multiple-Family Residential – Medium Density District of the City of Anna Code of Ordinances, as exists or as amended herein. The designation of the base district shall be to affect a zoning map change only (from PD-C to a new PD with a base zoning district of "MF-1" Multiple-Family Residential – Medium Density) and to establish base development regulations.

E. Land Use Regulations

Permitted Uses and Regulations shall be per MF-1 except where noted herein:

1. Dwelling Type & Density
   The PD is intended to provide for development of a Residential Cottage Community, consisting of 211 multi-family detached and duplex dwelling units with a density of approximately 10.2 units per acre.

2. Regulations of Specific Uses
   All structures (leasing center, dwelling units, garages, etc.) and amenities (pool, spa, dog park, grills, pergolas, fire pits, etc.) to be permitted on one (1) lot. Access and building locations to meet the intent of the **PD Concept Plan.**

3. Accessory Buildings and Uses
   All structures to meet intent of the **PD Concept Plan** with respect to location, size, and number of detached garages (with and without storage closets).

F. Dimensional Regulations

The dimensional regulations shall be per MF-1 except where noted:

1. Minimum Floor Area
   The minimum floor area to be 690 square feet (sf) per dwelling unit to align more with industry standards for a one-bedroom units. All proposed one-bedroom units are located in pairs as attached (duplex) buildings. Two-bedroom units to utilize minimum 980 sf floor area, while three-bedroom units to be minimum 1,265 sf floor area. All units will have a private backyard that is not reflected in the minimum floor areas.

2. Building Setbacks
   The minimum building setbacks are as follows:
   - Front Setback, along Throckmorton Boulevard, is required to be 25 feet. NexMetro proposes 30-foot building setback with 20-foot landscape buffer.
   - Rear Setback, along Creek, is maintained at the required 25 feet. NexMetro proposes 20-foot landscape buffer.
   - Side Setback, along south property line, is maintained at the required 10 feet with the landscape buffer being within the unit backyards, on the north side of the proposed masonry screening wall.

EXHIBIT C

G. Development Regulations

Development standards shall be per MF-1 except where noted herein and shown on **PD Concept Plan**:

1. Landscape and Open Space Regulations
    - Development will include approximately 20-foot landscape open area along Throckmorton Creek to be counted towards Open Space calculations.
    - Development proposes 10-foot landscape buffer along south property line to be contiguous with abutting unit backyards.
    - Pool, Event Area, and Open Space areas onsite to be considered 3:1 for required open space requirements – available landscape area onsite that is outside of LS buffer is more than double requirement of Open Space area.
    - Parking lot terminus islands to be minimum 10' wide with 4' concrete sidewalk, resulting in approximately 106sf landscape area.

2. Private Recreation Areas
   Required recreation areas to meet the intent of **PD Concept Plan.** These recreation/amenities areas may include one or more of the following: Pool and Spa, Dog Park, Outdoor Grills and Pergolas, Event Lawn, Fire Pit, and multiple Open Space areas.

3. Public Recreation Areas
    - Optional Public Park in northeast corner of tract to be dedicated to City. Park to include parking and trail connection at Throckmorton Creek.
    - Proposed 10-foot trail along east side of Throckmorton Boulevard. Trail to meander in/out of public right-of-way and 20' landscape buffer on developer's lot. See picture below for example:

4. Vehicle Parking Regulations
   Garages and covered parking to be allowed per the **PD Concept Plan.** Based upon an independent parking study of existing NexMetro developments, this product yields a parking space demand of 0.75 spaces per bedroom, which equates to 1.85 spaces per unit in a 1, 2, and 3 bedroom unit mix. For this project, NexMetro proposes a minimum of two (2.0) parking spaces per unit, including surface, covered, and garage parking spaces (resident and visitor). NexMetro is proposing a departure from the MF-1 requirement that 75% of required parking must be covered. Per the Site Data Summary table NexMetro proposes to assign either a covered space or garage space with every unit, ensuring a 50% covered parking per unit ratio across the site (2 parking spaces per unit). When referencing other NexMetro developments across the Dallas-Fort Worth metroplex, it should be noted that the proposed Concept Plan ranks near the top of all projects to date in terms of parking ratios.

5. Dumpster Regulations
   There shall be available at all times at least six cubic yards of refuse container per 30 multifamily dwelling units. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies. NexMetro will utilize a valet trash service to offset the requirement of all units being within 250' of a refuse facility.

6. Sign Regulations
   All signage and monumentation to meet the intent of the **PD Concept Plan**:
   a. Portal signs to be located within landscape islands designating groupings of units.
   b. Two (2) total monument signs proposed for this development along Throckmorton Boulevard.

7. Fence and Screening Regulations
   All fencing and screening to meet intent of the **PD Concept Plan**:
   a. Throckmorton: 6' ornamental fence with masonry columns every 50 linear feet, along with interior landscaping when not adjacent to unit back yards; 6' board-on-board wooden fence with masonry columns every 50 linear feet when adjacent to unit backyards.
   b. East Property Line: 6' ornamental fence with masonry columns every 100 linear feet;
   c. South Property Line: 6' masonry screening wall to a point along the southeast open space area at the floodplain/creek;
   d. Unit Backyards: 6' wood fencing to be utilized for unit backyards;

e. Dumpster Enclosures: Screened with landscape foundation plantings and 7' wall shall be of masonry material which shall match the material of adjacent dwelling units.

8. Cottage community building separation minimum to be 8-feet (foundation to foundation). Typical unit spacing onsite is 10-feet. All resident units to be fire sprinkled per NFPA-13D requirements.

9. Cottage community to be 1 story max height residential buildings.

10. Cottage community open space to be per PD Concept Plan and as described herein.

11. All residential structures shall adhere to the International Residential Code.

12. All façade and building elevations shall adhere to the masonry requirements set forth by the related Development Agreement with the City of Anna.

H. Tree Preservation Regulations

The following is taken from current Tree Preservation Ordinance:

1. Standards, Section 9.07.011
    a. Construction of Multifamily Development
        i. Protected trees located in a FEMA one-hundred-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback zone shall be subject to all tree replacement and tree protection requirements of this article.
        ii. In cases other than listed immediately above, all protected trees 18 inches in caliper or greater shall be subject to tree replacement and tree protection requirements except where protected trees must be critically altered to:
            - Install and maintain any utility lines;
            - Dedicate public right-of-way;
            - Construct any public or private streets at the minimum required width only;
            - Provide any required easement up to the minimum width needed to accommodate the required service;
            - Construct any fire lanes at the minimum required width only;
            - Construct any sidewalks;
            - Construct swimming pools;
            - Construct any hike/bike/equestrian trails;

- Construct any portions of a golf course, park playing field, equestrian center, or school playing field but not including buildings, additional parking, club houses, or ancillary buildings; or
- Achieve cut and fill drainage as designed in master drainage construction plan, including required retention or detention ponds. Transitional slopes to the original grade that are less steep than the maximum allowed slope shall not be exempt.

iii. All other areas of the lot shall be exempt from tree protection and tree replacement requirements of this article.

b. Tree Replacement

2. Tree Credits, Section 9.07.013
   a. All persons subject to payment of a tree permit fee under this article or any other city ordinance are entitled to apply for a credit for tree planting to offset the amount of the fee ("tree credit").
   b. To qualify for a tree credit, the planted tree must measure no less than 2" in diameter at a point on the trunk four feet and six inches above the ground, and be:
      i. Planted on a property for which the tree permit fee was assessed; or
      ii. Planted on a property mutually agreed upon by the city and the applicant.
   c. Tree credits shall be calculated and applied as offsets in the same manner as tree permit fees are determined, and subject to the following rules:
      i. Tree credits shall be equal to the amount of the tree mitigation fee assessed against the person if the property is an existing one-family or two-family dwelling that is the applicant's residence.
      ii. Tree credits shall be no less than 50 percent of the tree permit fee assessed against the applicant if the property is a residential structure or pertains to the development, construction, or renovation of a residential structure, and the applicant is developing, constructing, or renovating the property for a use other than use as the applicant's residence.

iii. Tree credits shall be no less than 40 percent of the tree permit fee assessed against the applicant if the property is not a residential structure or the person is constructing or intends to construct a structure on the property that is not a residential structure.

d. Tree credits are only available for planting of trees from the city's approved list of species.
e. When any quality tree of 3 inches or more in caliper is preserved that would otherwise have been exempt, credits toward the total inches of caliper of replacement trees required for the development site will be given as per the following formula:
   i. If the caliper of the preserved exempt tree is 3" - 16", the credit applied will be equal to the caliper of the preserved trees.
   ii. If the caliper of the preserved exempt tree is greater than 16", the credit applied will be equal to twice the caliper of the preserved tree.
f. Tree credits may not be earned for preservation of existing trees located on land required to be dedicated for public right-of-way or easement purposes, unless the property owner can demonstrate the ability to protect the credited trees by way of restrictive covenant or other legal instruments considered satisfactory by the city council.
g. Tree credits will not be permitted unless temporary tree protection devices are installed at least to the limit of the critical root zone or the drip line, whichever is greater, during construction activity. The city may, prior to the issuance of a tree permit or allowing any offset of tree permit fees through tree credits, impose additional requirements for tree-planting methods and best management practices to ensure that the tree(s) grow to the anticipated height at maturity.

Item No. 7.I.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Consider/Discuss/Action on a Resolution regarding NexMetro / SWBC Anna, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Multiple-family residential dwellings on two lots and commercial uses on 65.0± acres located on the east side of U.S. Highway 75, 1,200± feet south of W. White Street. Zoned: Planned Development (Ord. No. 107-2003).

This concept plan is associated with the zoning request to allow a multiple-family residential and commercial development with modified development standards and is contingent upon approval of that request.

The purpose for the Concept Plan is to show the future multiple-family residential and commercial development and related site improvements.

FINANCIAL IMPACT:
N/A

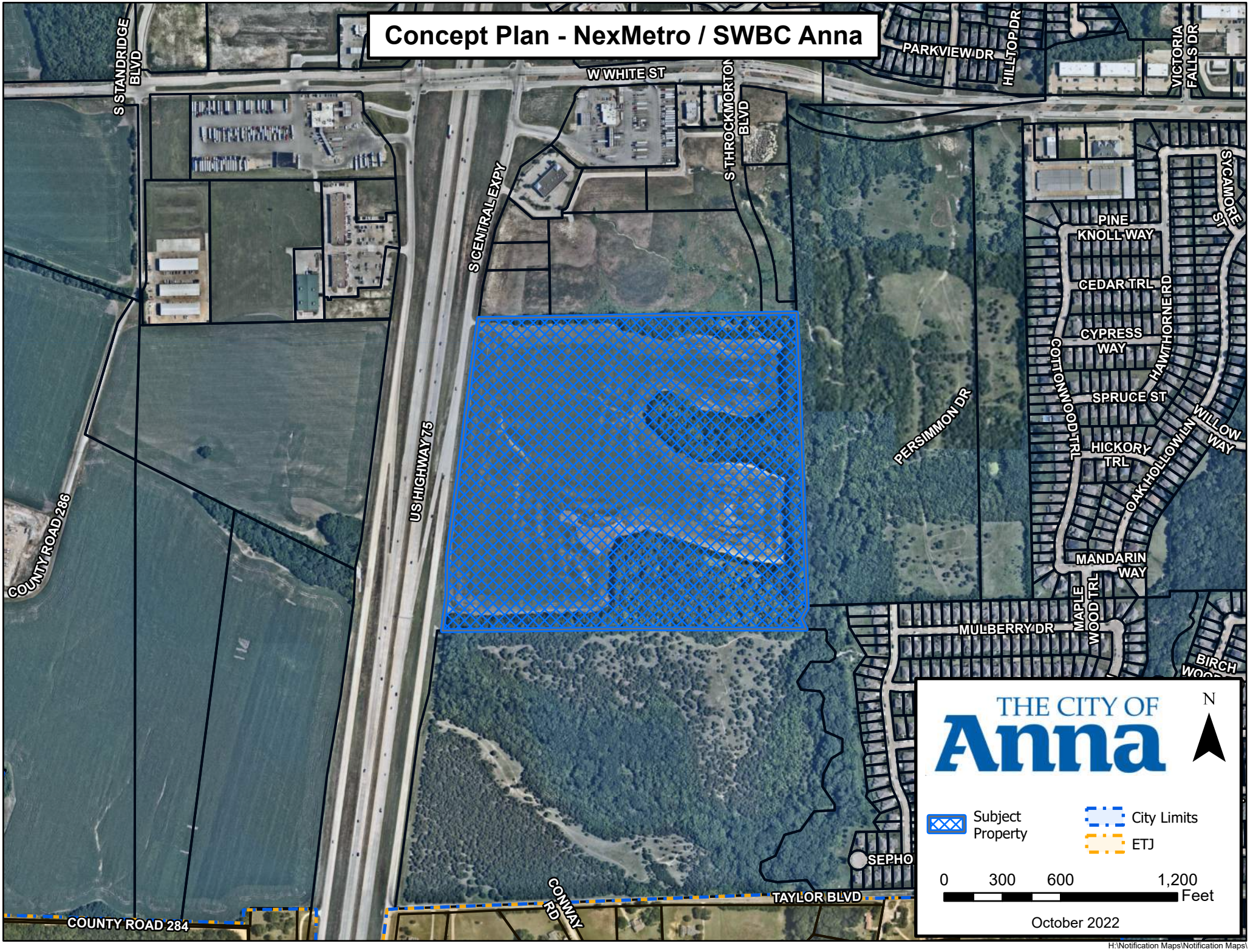
STATEGIC CONNECTIONS:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:
The Planning & Zoning Commission recommended approval subject to City Council approval of the zoning request.

ATTACHMENTS:

1. NexMetro SWBC Anna Concept Plan Locator Map
2. RESOLUTION- CP (NexMetroSWBC Anna)
3. Exhibit A (STAMPED) - NexMetro SWBC Anna - PD Concept Plan


Concept Plan - NexMetro / SWBC Anna
S STANDRIDGE BLVD
W WHITE ST
S THROCKMORTON BLVD
PARKVIEW DR
HILLTOP DR
VICTORIA FALLS DR
S CENTRAL EXPY
US HIGHWAY 75
PINE KNOLL WAY
SYCAMORE ST
CEDAR TRL
CYPRESS WAY
HAWTHORNE RD
COTTONWOOD TRL
SPRUCE ST
WILLOW WAY
HICKORY TRL
OAK HOLLOW LN
PERSIMMON DR
MANDARIN WAY
MAPLE WOOD TRL
MULBERRY DR
BIRCH
COUNTY ROAD 286
COUNTY ROAD 284
CONWAY RD
TAYLOR BLVD
SEPHO
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 300 600 1,200 Feet
October 2022
H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR NEXMETRO / SWBC ANNA.

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, CAALMS GROUP, LLC, has submitted an application for the approval of the Concept Plan for NexMetro / SWBC Anna; 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 NexMetro / SWBC Anna attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of December 2022.

ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

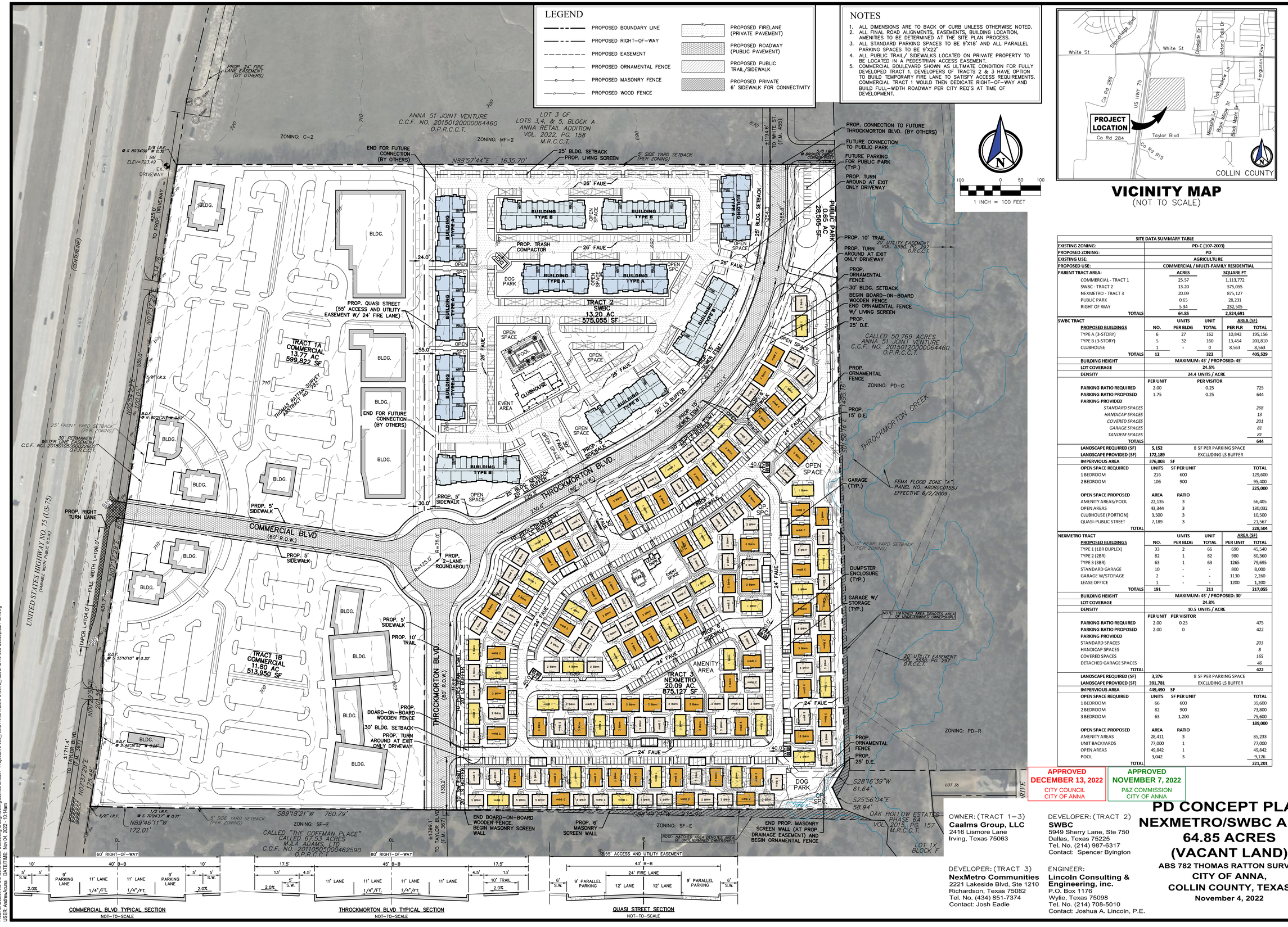
_____
Mayor, Nate Pike

LEGEND

- PROPOSED BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED ORNAMENTAL FENCE
- PROPOSED MASONRY FENCE
- PROPOSED WOOD FENCE
- PROPOSED FIRELANE (PRIVATE PAVEMENT)
- PROPOSED ROADWAY (PUBLIC PAVEMENT)
- PROPOSED PUBLIC TRAIL/SIDEWALK
- PROPOSED PRIVATE 6' SIDEWALK FOR CONNECTIVITY

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL FINAL ROAD ALIGNMENTS, EASEMENTS, BUILDING LOCATION, AMENITIES TO BE DETERMINED AT THE SITE PLAN PROCESS.
3. ALL STANDARD PARKING SPACES TO BE 9'X18' AND ALL PARALLEL PARKING SPACES TO BE 9'X22'
4. ALL PUBLIC TRAIL/ SIDEWALKS LOCATED ON PRIVATE PROPERTY TO BE LOCATED IN A PEDESTRIAN ACCESS EASEMENT.
5. COMMERCIAL BOULEVARD SHOWN AS ULTIMATE CONDITION FOR FULLY DEVELOPED TRACT 1. DEVELOPERS OF TRACTS 2 & 3 HAVE OPTION TO BUILD TEMPORARY FIRE LANE TO SATISFY ACCESS REQUIREMENTS. COMMERCIAL TRACT 1 WOULD THEN DEDICATE RIGHT-OF-WAY AND BUILD FULL-WIDTH ROADWAY PER CITY REQ'S AT TIME OF DEVELOPMENT.



VICINITY MAP
(NOT TO SCALE)

100 0 50 100
1 INCH = 100 FEET

SITE DATA SUMMARY TABLE					
EXISTING ZONING:	PD-C (107-2003)				
PROPOSED ZONING:	PD				
EXISTING USE:	AGRICULTURE				
PROPOSED USE:	COMMERCIAL / MULTI-FAMILY RESIDENTIAL				
PARENT TRACT AREA:	ACRES			SQUARE FT	
COMMERCIAL - TRACT 1	25.57			1,113,772	
SWBC - TRACT 2	13.20			575,055	
NEXMETRO - TRACT 3	20.09			875,127	
PUBLIC PARK	0.65			28,231	
RIGHT OF WAY	5.34			232,505	
TOTALS	64.85			2,824,691	
SWBC TRACT	UNITS		UNIT	AREA (SF)	
PROPOSED BUILDINGS	NO.		PER BLDG	TOTAL	PER FLR	TOTAL
TYPE A (3-STORY)	6		27	162	10,842	195,156
TYPE B (3-STORY)	5		32	160	13,454	201,810
CLUBHOUSE	1		-	0	8,563	8,563
TOTALS	12			322		405,529
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 45'					
LOT COVERAGE	24.5%					
DENSITY	24.4 UNITS / ACRE					
	PER UNIT		PER VISITOR			
PARKING RATIO REQUIRED	2.00		0.25			725
PARKING RATIO PROPOSED	1.75		0.25			644
PARKING PROVIDED						
STANDARD SPACES						268
HANDICAP SPACES						13
COVERED SPACES						201
GARAGE SPACES						81
TANDEM SPACES						81
TOTALS						644
LANDSCAPE REQUIRED (SF)	5,152		8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	172,189		EXCLUDING LS BUFFER			
IMPERVIOUS AREA	376,003	SF				
OPEN SPACE REQUIRED	UNITS		SF PER UNIT			TOTAL
1 BEDROOM	216		600			129,600
2 BEDROOM	106		900			95,400
						225,000
OPEN SPACE PROPOSED	AREA		RATIO			
AMENITY AREAS/POOL	22,135		3			66,405
OPEN AREAS	43,344		3			130,032
CLUBHOUSE (PORTION)	3,500		3			10,500
QUASI-PUBLIC STREET	7,189		3			21,567
TOTAL						228,504
NEXMETRO TRACT		UNITS	UNIT	AREA (SF)		
PROPOSED BUILDINGS	NO.		PER BLDG	TOTAL	PER UNIT	TOTAL
TYPE 1 (1BR DUPLEX)	33		2	66	690	45,540
TYPE 2 (2BR)	82		1	82	980	80,360
TYPE 3 (3BR)	63		1	63	1265	79,695
STANDARD GARAGE	10		-	-	800	8,000
GARAGE W/STORAGE	2		-	-	1130	2,260
LEASE OFFICE	1		-	-	1200	1,200
TOTALS	191			211		217,055
BUILDING HEIGHT	MAXIMUM: 45' / PROPOSED: 30'					
LOT COVERAGE	24.8%					
DENSITY	10.5 UNITS / ACRE					
	PER UNIT		PER VISITOR			
PARKING RATIO REQUIRED	2.00		0.25			475
PARKING RATIO PROPOSED	2.00		0			422
PARKING PROVIDED						
STANDARD SPACES						203
HANDICAP SPACES						8
COVERED SPACES						165
DETACHED GARAGE SPACES						46
TOTAL						422
LANDSCAPE REQUIRED (SF)	3,376		8 SF PER PARKING SPACE			
LANDSCAPE PROVIDED (SF)	391,781		EXCLUDING LS BUFFER			
IMPERVIOUS AREA	449,490	SF				
OPEN SPACE REQUIRED	UNITS		SF PER UNIT			TOTAL
1 BEDROOM	66		600			39,600
2 BEDROOM	82		900			73,800
3 BEDROOM	63		1,200			75,600
						189,000
OPEN SPACE PROPOSED	AREA		RATIO			
AMENITY AREAS	28,411		3			85,233
UNIT BACKYARDS	77,000		1			77,000
OPEN AREAS	49,842		1			49,842
POOL	3,042		3			9,126
TOTAL						221,201

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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

PD CONCEPT PLAN
NEXMETRO/SWBC ANNA
64.85 ACRES
(VACANT LAND)

ABS 782 THOMAS RATTON SURVEY
CITY OF ANNA,
COLLIN COUNTY, TEXAS
November 4, 2022

OWNER: (TRACT 1-3)
Caalms Group, LLC
2416 Lismore Lane
Irving, Texas 75063

DEVELOPER: (TRACT 2)
SWBC
5949 Sherry Lane, Ste 750
Dallas, Texas 75225
Tel. No. (214) 987-6317
Contact: Spencer Byington

DEVELOPER: (TRACT 3)
NexMetro Communities
2221 Lakeside Blvd, Ste 1210
Richardson, Texas 75082
Tel. No. (434) 851-7374
Contact: Josh Eadie

ENGINEER:
Lincoln Consulting & Engineering, inc.
P.O. Box 1176
Wylie, Texas 75098
Tel. No. (214) 708-5010
Contact: Joshua A. Lincoln, P.E.

LCE LINCOLN CONSULTING & ENGINEERING
P.O. Box 1176
Wylie, Texas 75098
phone (214) 708-5010
info@LincolnCE.com

Copyright © 2022 Firm No. F-21223

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-006

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 11/4/2022

NEXMETRO/SWBC ANNA
64.85 ACRES
City of Anna, Collin County, Texas

PD CONCEPT PLAN

Scale: 1" = 100'
Designed by: EWS
Drawn by: AV/ AA
Checked by: JAL
Date: November 4, 2022
Project No. 1056-006

CP

FILE: C:\Users\Andrew\Aurora\Lincoln Consulting & Engineering\Joshua Lincoln - Projects\15-006_Anna-Avilla Waters Creek\z_AutoCAD\15-006 Conceptual Plan.dwg
USER: Andrew/Aurora DATE/TIME: Nov 04, 2022 - 10:14am

Item No. 7.m.

City Council Agenda
Planning Staff Report

Meeting Date: 12/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on the Avery Pointe, Phase 1, Block U, Lots CA-67R & 68, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Two vacant lots on 6.4± acres located on the north side of W. White Street, 143± feet west of Buffalo Bill Drive. Zoned: Planned Development (Ord. No. 673-2014).

The purpose of the Replat is to dedicate lot and block boundaries and easements necessary to subdivide the property.

FINANCIAL IMPACT:
N/A

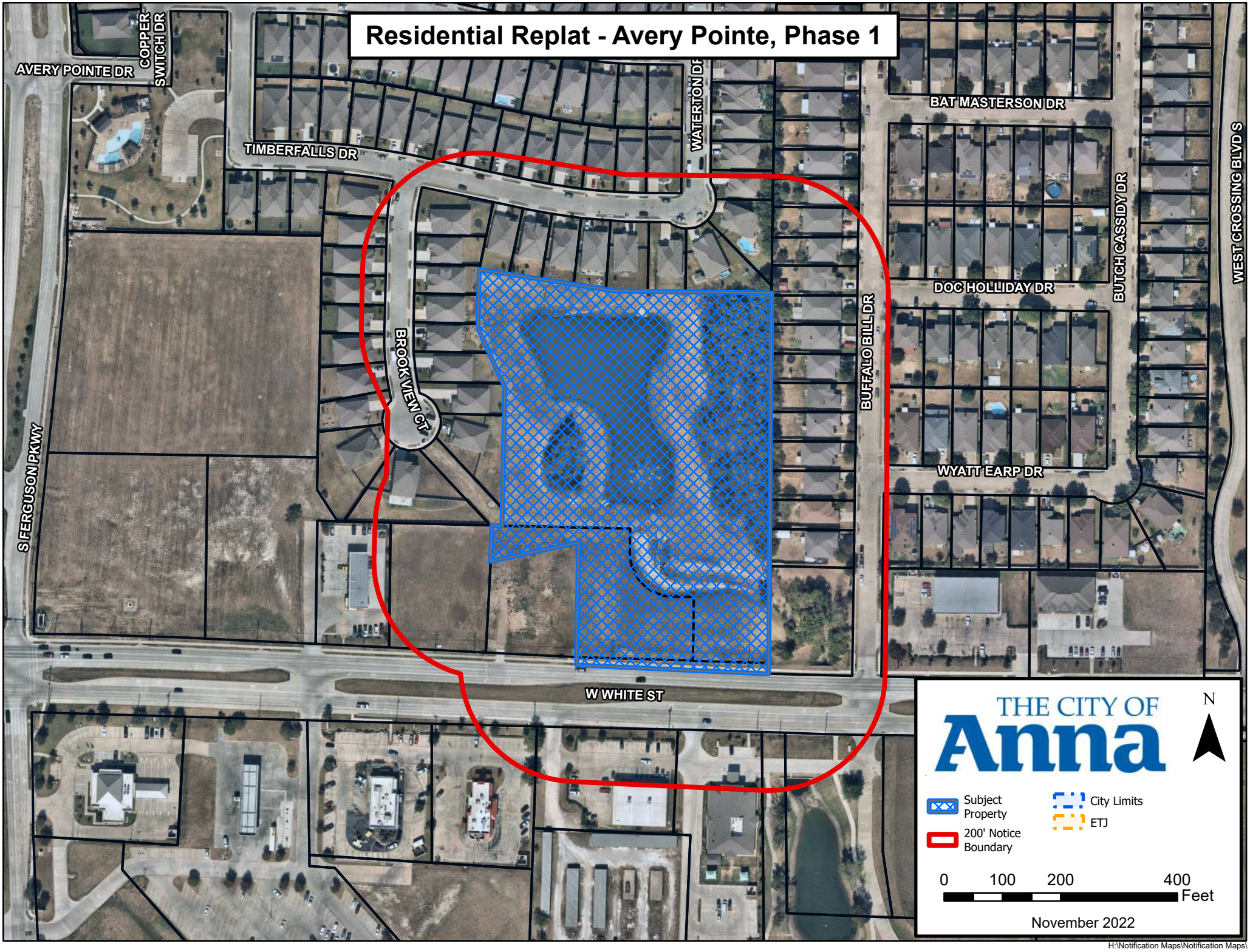
STATEGIC CONNECTIONS:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

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

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Avery Pointe Phase 1 Residential Replat Locator Map
2. RESOLUTION - (RP) Avery Pointe, Phase 1, Block U, Lots CA-67R & 68
3. Exhibit A (Stamped) - (Replat) Avery Pointe Phase 1, Block U, Lots CA-67R & 68



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AVERY POINTE, PHASE 1, BLOCK U, LOTS CA-67R & 68, 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, Avery Pointe Residential Community Inc C/O Danielle Lascalere Managing Agent & Novus NDT Realty LLC have submitted an application for the approval of the Avery Pointe, Phase 1, Block U, Lots CA-67R & 68, Replat; and

WHEREAS, The Replat of Avery Pointe, Phase 1, Block U, Lots CA-67R & 68 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 Replat

The City Council hereby approves the Avery Pointe, Phase 1, Block U, Lots CA-67R & 68, 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 13th day of December, 2022.

ATTEST:

_____

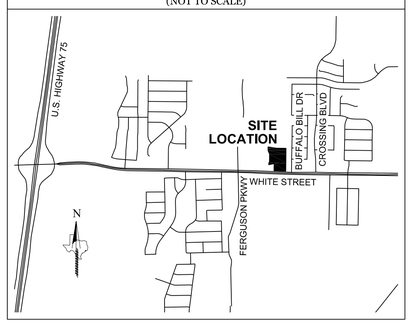
City Secretary, Carrie L. Land

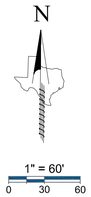
APPROVED:

_____

Mayor, Nate Pike

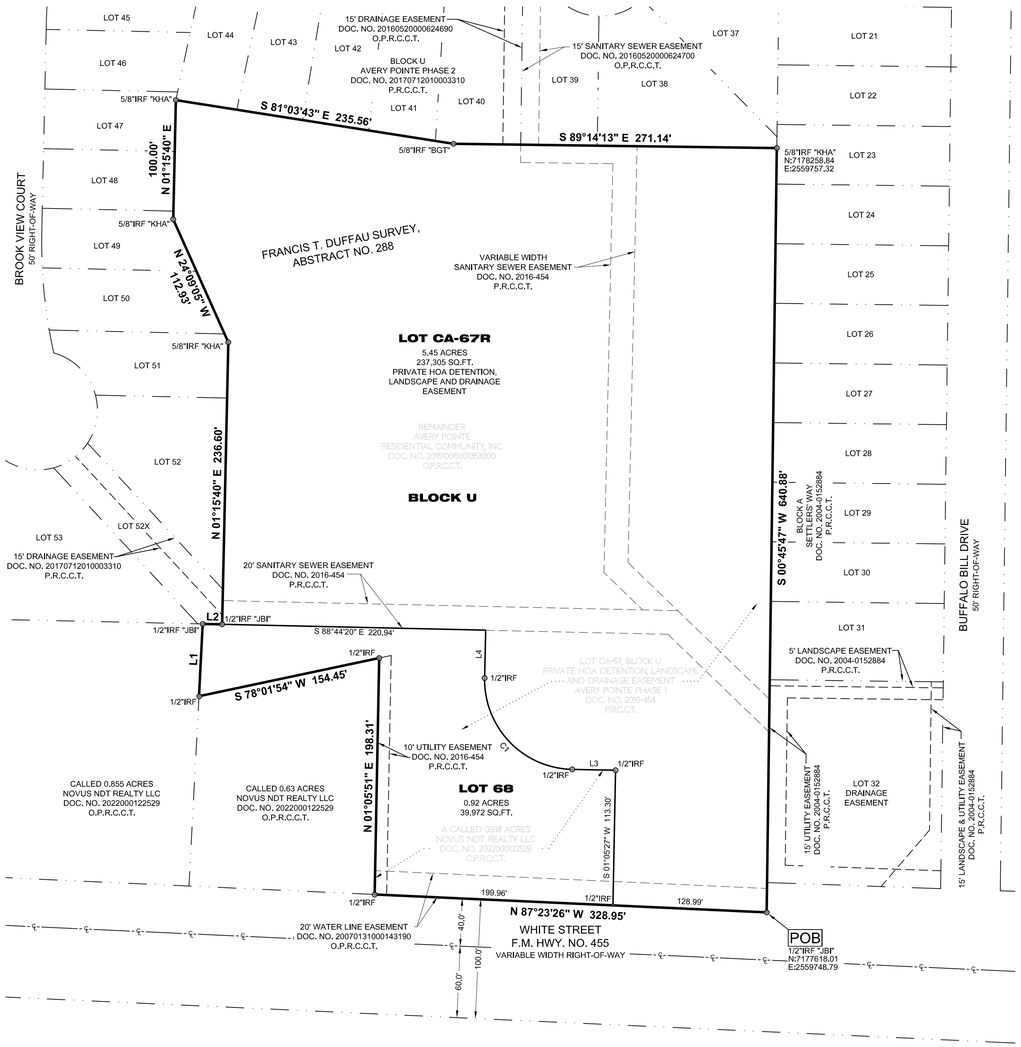
VICINITY MAP
(NOT TO SCALE)





LEGEND

DOC.NO.	= DOCUMENT NUMBER
POB	= POINT OF BEGINNING
IPF	= IRON PIPE FOUND
IRF	= IRON ROD FOUND
PKS	= PK NAIL SET
MNF	= MAG NAIL FOUND
O.P.R.C.C.T.	= OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	= PLAT RECORDS, COLLIN COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°57'41" E	60.69'
L2	S 88°44'20" E	16.29'
L3	S 88°54'33" E	36.23'
L4	S 01°15'16" W	40.15'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	118.02'	75.00'	90°09'49"	S 43°49'39" E	106.22'

GENERAL NOTES

1.) The purpose of this plat is to create two lots of record from one lot of record to coincide with current ownership of the land.

2.) This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated June 2, 2009 as shown on Map Number 48085C0155J.

3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Network. North American Datum of 1983 (Adjustment Realization 2011) State Plane Coordinate System (Texas North Central Zone - 4202).

4.) Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes, and is subject to fines and/or withholding of utilities and building permits.

5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

6.) The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Network. North American Datum of 1983 (Adjustment Realization 2011).

EXHIBIT A
Pg. 1 of 2

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

REPLAT
AVERY POINTE PHASE 1
LOT 68 & LOT CA-67R, BLOCK U

ZONED PD-R

BEING A REPLAT OF LOT CA-67, BLOCK U, AVERY POINTE PHASE 1 RECORDED IN DOCUMENT NUMBER 2016-454, P.R.C.C.T. AND BEING 6.37 ACRES OF LAND SITUATED IN THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288, CITY OF ANNA, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: NOVEMBER 29, 2022

Project	2209.033
Date	11/29/2022
Drafter	EN

EAGLE SURVEYING
EAGLE SURVEYING, LLC
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
Novus NDT Realty LLC
10941 Pattison Drive
Frisco, Texas 75035
(614) 946-2271

OWNER
Avery Pointe Residential Community, Inc.
8668 John Hickman Parkway, Suite 801
Frisco, Texas 75034
(214) 705-1615

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, **NOVUS NDT REALTY LLC** and **AVERY POINTE RESIDENTIAL COMMUNITY, INC**, are the owners of a 6.37 acre tract of land situated in the FRANCIS T. DUFFAU SURVEY, ABSTRACT NUMBER 288, City of Anna, Collin County, Texas, being all of a called 0.918 acre tract of land conveyed to NOVUS NDT REALTY LLC by Special Warranty Deed recorded in Document Number 2022000122529 of the Official Public Records of Collin County, Texas, being a portion of a tract of land conveyed to AVERY POINTE RESIDENTIAL COMMUNITY, INC by Deed Without Warranty recorded in Document Number 20161006001353000 of the Official Public Records of Collin County, Texas, being all of Lot CA-67, Block U, Avery Pointe Phase 1, a subdivision of record in Document Number 2016-454 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2" iron rod with yellow plastic cap stamped "JBI" found in the north right-of-way line of White Street (variable width right-of-way), being the southeast corner of said Lot CA-67;

THENCE, N87°23'26"W, along the north right-of-way of said White Street, being the south line of said Lot CA-67, a distance of 328.95 feet to a 1/2" iron rod found, being the southeast corner of a called 0.63 acre tract of land conveyed to NOVUS NDT REALTY LLC by Special Warranty Deed recorded in Document Number 2022000122529 of the Official Public Records of Collin County, Texas and the southwest corner of said Lot CA-67;

THENCE, along the common lines between said 0.63 acre tract and said Lot CA-67, the following bearings and distances:

1. N01°05'51"E, a distance of 198.31 feet to a 1/2" iron rod found, being the northeast corner of said 0.63 acre tract;
2. S78°01'54"W, a distance of 154.45 feet to a 1/2" iron rod found in the easterly line of a called 0.855 acre tract of land conveyed to NOVUS NDT REALTY LLC by Special Warranty Deed recorded in Document Number 2022000122529 of the Official Public Records of Collin County, Texas, being the northwest corner of said 0.63 acre tract;

THENCE, N02°57'41"E, along the east line of said 0.855 acre tract, being the west line of said Lot CA-67, a distance of 60.69 feet to a 1/2" iron rod with yellow plastic cap stamped "JBI" found in the south line of Block U, Avery Pointe Phase 2, an addition to the City of Anna, Collin County, Texas according to the plat recorded in Document Number 20170712010003310 of the Plat Records of Collin County, Texas;

THENCE, along the common lines between Block U of said Avery Pointe Phase 2 and said Lot CA-67, the following bearings and distances:

1. S88°44'20"E, a distance of 16.29 feet to a 1/2" iron rod with yellow plastic cap stamped "JBI" found;
2. N01°15'40"E, a distance of 236.60 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
3. N24°09'05"W, a distance of 112.93 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
4. N01°15'40"E, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
5. S81°03'43"E, a distance of 235.56 feet to a 5/8" iron rod with red plastic cap stamped "BGT" found;
6. S89°14'13"E, a distance of 271.14 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found in the west line of Block A, Settlers' Way, an addition to the City of Anna, Collin County, Texas according to the plat recorded in Document Number 2004-0152884 of the Plat Records of Collin County, Texas, being the northeast corner of said Lot CA-67;

THENCE, S00°45'47"W, along the west line of Block A of said Settlers' Way, being the east line of said Lot CA-67, a distance of 640.88 feet to the **POINT OF BEGINNING**, containing 6.37 acres or 277,277 square feet, more or less.;

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **NOVUS NDT REALTY LLC** and **AVERY POINTE RESIDENTIAL COMMUNITY, INC.**, do hereby adopt this plat, designating herein described property as **AVERY POINTE PHASE 1, LOT 68 AND LOT CA-67R, BLOCK U**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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.

OWNER: **NOVUS NDT REALTY LLC**

BY: _____ _____
Signature Date
Owner

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

OWNER: **AVERY POINTE RESIDENTIAL COMMUNITY, INC.**

BY: _____ _____
Signature Date
Owner

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Anna, Collin County, Texas.

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

_____ _____
Matthew Raabe, R.P.L.S. # 6402 Date

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

EXHIBIT A
Pg. 2 of 2

APPROVED
DECEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
DECEMBER 5, 2022
P&Z COMMISSION
CITY OF ANNA

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 20____, by the City Council, City of Anna, Texas.

_____
Mayor

_____
City Secretary

REPLAT
AVERY POINTE PHASE 1
LOT 68 & LOT CA-67R, BLOCK U

ZONED PD-R

BEING A REPLAT OF LOT CA-67, BLOCK U, AVERY POINTE PHASE 1
RECORDED IN DOCUMENT NUMBER 2016-454, P.R.C.C.T.
AND BEING 6.37 ACRES OF LAND SITUATED IN THE
FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: NOVEMBER 29, 2022

Project	2209.033
Date	11/29/2022
Drafter	EN

EAGLE SURVEYING, LLC
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
Novus NDT Realty LLC
10941 Pattison Drive
Frisco, Texas 75035
(614) 946-2271

OWNER
Avery Pointe Residential Community, Inc.
8668 John Hickman Parkway, Suite 801
Frisco, Texas 75034
(214) 705-1615

Item No. 7.n.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

First reading of a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

SUMMARY:

Two readings are required--the CDC Board approved the project on November 9, 2022. This is the first reading. The presiding officer will read the following:

A Resolution of the City of Anna, Texas City Council ratifying and approving an Anna Community Development Corporation Project for Phase 1 of the City of Anna Wayfinding Program and Approving the Anna CDC entering into a Professional Services Agreement with Lee Engineering, LLC.

FINANCIAL IMPACT:

$35,960 for Phase 1 from CDC funds.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

First Reading.

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator — Created/Initiated - 12/6/2022
Jim Proce, City Manager — Final Approval - 12/8/2022

Item No. 7.o.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Second reading of a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

SUMMARY:

This is the 2nd Reading of the Resolution. The presiding officer will read the following:

A Resolution of the City of Anna, Texas City Council ratifying and approving an Anna Community Development Corporation Project for Phase 1 of the City of Anna Wayfinding Program and Approving the Anna CDC entering into a Professional Services Agreement with Lee Engineering, LLC.

FINANCIAL IMPACT:

$35,960 for Phase 1 from CDC funds.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

2nd Reading.

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator — Created/Initiated - 12/6/2022
Jim Proce, City Manager — Final Approval - 12/8/2022

Item No. 7.p.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an Anna Community Development Corporation project for Phase I of City of Anna Wayfinding Program and approving the CDC entering into a Professional Services Agreement with Lee Engineering, L.LC. (Director of Economic Development Joey Grisham)

SUMMARY:

Following the sale of the Anna Business Park, the CDC/EDC Boards held a specialcalled meeting with the City Council in June 2022. Members discussed various projects related to the development of the downtown and citywide. One Citywide project that was identified as a priority was wayfinding and gateway signage that will help attract visitors and provide a sense of place and direction to destinations. As much as the City of Anna's major ROW entrances are owned by TxDOT, we coordinated with the city's engineering team to select Lee Engineering to lead the study and design of gateway entrance and wayfinding signage. MERJE will serve as a subcontractor and has extensive experience in community wayfinding programs. The scope and methodology as well as project timelines are attached, with Phase I expected to cost $35,960.

The CDC Board approved this item on November 9, 2022 and City Council approval is also required.

FINANCIAL IMPACT:

$35,960 for Phase 1 from CDC funds.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. City Council resolution Wayfinding C08009D20221028CR1
2. Lee Engineering Wayfinding PSA Resolution
3. Scope of Work
4. Project Schedule
5. Wayfinding PSA_Signed Notarized_11_17_22

APPROVALS:

Taylor Lough, Economic Development Administrator	Created/Initiated - 12/6/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN ANNA COMMUNITY DEVELOPMENT CORPORATION PROJECT FOR PHASE I OF CITY OF ANNA WAYFINDING PROGRAM AND APPROVING THE ANNA COMMUNITY DEVELOPMENT CORPORATION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEE ENGINEERING, L.L.C.

WHEREAS, the Anna Community Development Corporation (the "CDC") approved and authorized the expenditure of funds for Phase I of the City of Anna Wayfinding Program (the "Project") at its special called meeting on November 9, 2022; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has reviewed the content of the Project as well as the proposed Professional Services Agreement between the CDC and Lee Engineering, L.L.C. to provide professional services in relation to the Project; and

WHEREAS, the City Council is in favor of the Project and has found and determined that the Project will promote new or expanded business development; and

WHEREAS, the City Council adopts this resolution after two separate readings of same at a duly noticed public meeting on December 13, 2022;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Project and Professional Services Agreement

The City Council approves the Project and further approves the CDC and Lee Engineering, L.L.C. entering into a Professional Services Agreement to provide professional services in relation to the Project.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this 13th day of December 2022.

APPROVED: ATTEST:

_____ _____
Nate Pike, Mayor Carrie L. Land, City Secretary

ANNA COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO. 01.11.09.22

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PHASE I OF CITY OF ANNA WAYFINDING PROGRAM AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LEE ENGINEERING, L.L.C.

WHEREAS, the Anna Community Development Corporation (the "CDC") wishes to expend funds for Phase I of the City of Anna Wayfinding Program (the "Project"); and

WHEREAS, the CDC Board of Directors included funds for such a program in its current fiscal year budget; and

WHEREAS, the CDC desires to engage Lee Engineering, L.L.C. to provide professional services in relation to the Project; and

WHEREAS, the CDC Board of Directors has found and determined that the Project will promote new or expanded business development; and

WHEREAS, the CDC Board of Directors held a public hearing on the Project at a duly noticed public meeting on November 9, 2022;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:

Section 1. Recitals Incorporated

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

Section 2. Approval of Project and Professional Services Agreement

The CDC Board of Directors hereby approves and authorizes the expenditure of funds for the Project in the amounts set forth in the Professional Services Agreement attached to this resolution as Exhibit "1" and further approves said Professional Services Agreement and authorizes the CDC's President or Vice President to execute same on behalf of the CDC.

PASSED AND APPROVED by the Anna Community Development Corporation this 9th day of November 2022.

APPROVED:

Bruce Norwood, CDC President

ATTEST:

Rocio Gonzalez, CDC Secretary

October 19, 2022

Kimberly Garduno
Economic Development Coordinator
City of Anna
120 W. 7th St.
Anna, TX 75409

RE: PROPOSAL FOR THE CITY OF ANNA WAYFINDING PROGRAM – Phase I – Wayfinding Assessment and Schematic Design

Dear Ms. Garduno:

Thank you for contacting Lee Engineering and MERJE team for the development of a wayfinding program for the City of Anna. MERJE focuses exclusively on wayfinding and signage projects, with specific expertise in Community Wayfinding programs.

Lee Engineering and MERJE have previously worked on various projects, including the City of Denton Wayfinding Program, LBJ / TEXpress Wayfinding Study, and a Communications Audit for DART.

MERJE has worked with cities, towns, and communities of all sizes and aspirations. We work with organizations, local stakeholders, and approving agencies daily, helping them establish wayfinding programs.

Having developed programs for more than 125 communities nationwide, we can share with you the best practices for designing a regional wayfinding program and the strategies associated with obtaining funding, long-term maintenance, and DOT regulations.

METHODOLOGY
Based on our discussions, we understand the best way to get the project off the ground is to start with a Wayfinding Assessment and Schematic Design. This will help the City and the design team establish appropriate wayfinding tools that are based on community priorities, wayfinding needs, and available funding. This design process provides a basic structure for advancing through the project and offers opportunities to address individual project issues that are unique to the City of Anna.

PHASE 1: DISCOVERY & DESIGN

Task 1 Wayfinding Assessment

TASK 1.1 Virtual Kick-Off meeting with Steering Committee.

The Consultant will conduct a virtual meeting with the City of Anna within one week of receiving a Notice to Proceed and a signed contract.

- Discuss the project work plan and schedule
- The City will identify stakeholders and steering committee members
- Obtain existing relevant documents (i.e., Comprehensive Plan, Downtown Master Plan, branding studies, tourism/marketing initiatives, etc.)

TASK 1.2 INFORMATION GATHERING (MERGE Trip #1)

The Consultant will:

- Conduct a field visit to tour and photograph critical features.
- Review existing relevant documents and planning work accomplished to date. (i.e., Comprehensive Plan, Downtown Master Plan, branding studies, tourism/marketing initiatives, etc.)
- Identify city gateways, districts, primary routes, major areas, points of interest, and destinations (cultural, business, shopping, education, parking, recreation, neighborhoods, etc.).

TASK 1.3 INTERVIEWS (MERGE Trip #1)

To provide the design team with an understanding of the issues, the Consultant will conduct a series of brief working meetings with wayfinding participants and user groups to review program criteria.

Conduct Stakeholder Interviews: The Consultant will conduct working meetings (interviews) with wayfinding participants and user groups to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking facilities, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance. Interviews will be held over a maximum of 3-day period, in small groups of 4-5 participants, typically for 45 min – 1 hour each. (TRIP #1)

TASK 1.4 Summarize the information gathered and set design and planning criteria for the project moving forward.

Confirm traffic engineering and design criteria with DOT and approving agencies. Identify a preliminary budget based on information gathered to date.

TASK 1.5 ADMINISTRATIVE STRATEGY

Finalize the Destination List and determine the terminology (or abbreviations) necessary for each destination/attraction.

DRAFT

Develop a project budget and identify public and private financial resources for the fabrication, installation, and maintenance of the wayfinding program. Outline potential Phasing plans if necessary.

TASK 1.5 DIGITAL STRATEGY REPORT (Optional)

Wayfinding Tools: Review requirements for digital and interactive tools, including wayfinding, mapping, transit, and other informational content and websites. Also, review available data feeds, formats, and existing capabilities (hardware, software, and connectivity). Finally, make recommendations on the types of digital wayfinding tools that may be considered.

Outline what digital content should be considered in the information architecture and user experience sequence. We will also identify the user interface information architecture and interactions. This step allows all stakeholders to understand how information is organized at all levels. It also serves as a diagrammatic map of how the information is stored and how the user accesses it. The resulting outline is a rich wireframe of the entire application structure, as well as the overall wayfinding strategy, including the potential use of electronic signage

TASK 1.7 Prepare a Summary Wayfinding Assessment Presentation.

TASK 1.8 Present Summary Wayfinding Report to Steering Committee (1), Stakeholders (1), and (1) Public Open House. (MERGE TRIP #2 - see Schematic Design Presentation also)

Task 1 Deliverable: WAYFINDING ASSESSMENT PRESENTATION: We will provide recommendations in the form of a presentation.

TASK 2.0 SCHEMATIC DESIGN

TASK 2.1 Schematic Design (3 options)

GATEWAYS: Based on the information gathered during stakeholder interviews, the Consultant team will identify 2-3 typical gateway locations and, through the use of case study images, present potential approaches, materials, and overall design intent. This will include a plan view, photographs of existing conditions, and visual examples of solutions from other places with similar situations. Note that these are not formal concepts, simply examples that show design intent to build consensus for placement and overall aesthetic direction. (See Task 4.0 for concepts).

This would also include an outline of "opportunities" and "challenges" associated with each type of gateway presented.

WAYFINDING SIGNAGE: Analyze tourism initiatives, historic elements, imagery, local architecture and culture, and additional information needed to formulate sign design concepts. Develop a conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape, and colors. Three design options will be included.

DRAFT

TASK 2.2 Develop Preliminary Budgets based on design options presented.

TASK 2.3 Prepare Schematic Design Presentations:

- Preview presentation (virtual) with the City of Anna Project Manager. (at least one week before the Steering Committee presentation)

The following presentations/meetings will be conducted during the design team's Trip # 2 and will be conducted on the same or consecutive days)

- Presentation to Steering Committee to receive feedback on proposed design concepts.
- Meet with DOT to review signage concepts/wayfinding on State roadways.
- Present Design Concepts to Stakeholders and/or General Public/Community Review

ASK 2.6

Task 2 Deliverable: A maximum of 3 formal presentations (Steering Committee, Stakeholders, and Public Open House). Note: All presentations shall be coordinated on the same or consecutive days.
Phase 1 recommendations will assist the City in determining which wayfinding initiatives and elements they may move forward with for Phase II.

Fee

Thank you for considering the Lee Engineering team for Phase I of the City of Anna Wayfinding Program development. Based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following Fee:

Phase I: Wayfinding Assessment and Schematic Design

Fee

Task	Fee
1. Wayfinding Analysis	$14,000 Lump Sum
2. Schematic Design	$17,960
3. Reimbursable	$4,000 (Not to Exceed) Bases on 2 Trips for MERGE
Phase I Total Fee	**$35,960**

Optional Services
Digital Strategy Report - $8,500
Additional In-Person Meetings / Trips for MERGE (based on 2 days) $ 4,640 (per person)
Additional In-Person Meetings for Lee Engineering – Hourly based on the attached hourly rate schedule

DRAFT

Phase II: Planning And Design Development (Not In Contract / Future Tasks)

The following tasks will be required for Phase II. The level of effort for each task (simple vs. complex) will be determined by Phase I recommendations, priorities, and budgets.

Task 3	**Programming**	Prepare sign location plans and messages.
Task 4	**Design Development**	Refine and expand the selected design.
Task 5	**Documentation**	Prepare documentation drawings (Bid Package)
Task 6	**Construction Admin.**	Review shop drawings, samples, etc.

REIMBURSABLE EXPENSES

Reimbursable expenses, not to exceed the amounts identified per Phase, without prior written approval, are in addition to the basic compensation outlined above and will be billed to the client at the cost as incurred by the Consultant in the interest of the project. These expenses include but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, foam-core mock-ups, first-class mail, special overnight mail, and delivery services, and messenger services.

ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client, a separate proposal will be developed to address a specific project requirement.

- Programming, Design Development, and/or Documentation
- Bidding Assistance and Construction Administration.
- Additional Meeting Per Diem ($ 1,320 + Travel Expenses)
- Structural, electrical or civil engineering
- Interpretive signage for historic areas
- Historic markers or special historic walking tour
- Design of wall murals, super graphics, or other sign types outside the agreed-upon menu.
- Landscape or lighting design.
- Orientation map design and artwork.
- Trail or Bicycle Signage
- Mobile phone applications and any other digital wayfinding tools.

We appreciate you considering the Lee Engineering team to provide professional services for this project. If you have any questions regarding the above, do not hesitate to get in touch with me at (972) 948 1009.

Thank you very much for the opportunity. We look forward to working with you on this project.

Sincerely,

Dharmesh Shah, PE, PTOE
Lee Engineering, LLC

DRAFT

Lee Engineering
Terms and Conditions
March 31, 2022

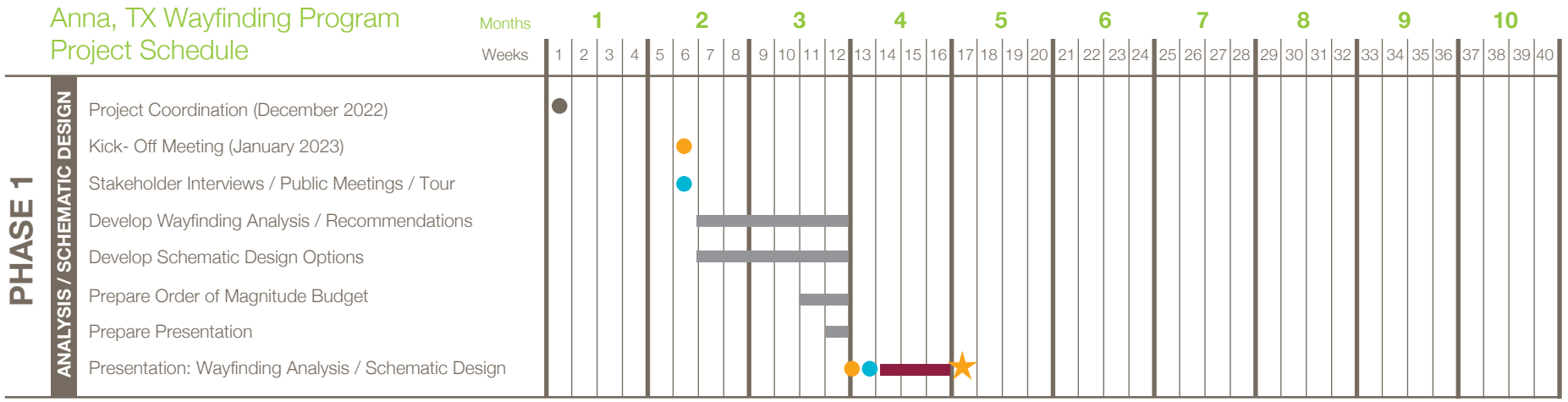
Hourly and additional services as authorized by you will be performed at the following rates:

Principal	$285.00 per hour
Senior Project Manager	$240.00 per hour
Project Manager	$185.00 per hour
Senior Program Manager	$240.00 per hour
Program Manager	$185.00 per hour
Senior Engineer	$175.00 per hour
Project Engineer	$150.00 per hour
Sr. Engineering Designer	$125.00 per hour
Engineering Designer	$115.00 per hour
Engineering Designer I	$ 75.00 per hour
Senior ITS System Designer	$185.00 per hour
ITS System Designer	$130.00 per hour
CAD Designer	$ 95.00 per hour
Senior Technician	$120.00 per hour
Technician	$ 75.00 per hour
Data Collector	$ 80.00 per hour
Accountant	$ 75.00 per hour
Admin Assistant	$ 50.00 per hour
Intern	$ 60.00 per hour
Highway travel	IRS Allowable Rate
Meals, lodging, air fares	out-of-pocket costs
Other Direct Expenses	at cost

TERMS AND CONDITIONS:

1. This proposal is valid for 60 days. After 60 days we reserve the right to modify the proposed fee and/or schedule.
2. Invoices will be submitted monthly and are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. We reserve the right to bill for expenses related to delays caused by contracting party.
6. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement, regardless of the outcome of the project. Credit will be given for payments received directly from clients of the contracting party or from others.
7. The retainer fee will be credited against fee with the final invoice.
8. In addition to invoices rendered and interest thereon, contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
9. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
10. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
11. Extra copies of reports will be billed at $10.00 per copy.
12. All contracts shall be subject to the laws of the State of Texas.

Anna, TX Wayfinding Program
Project Schedule



Key

Steering Committee

Stakeholders / Public

Site Checks

MERJE Tasks

Client Review / Approvals

Stage Complete

Phase 1: Analysis and Schematic Design Schedule:

Schedule shown illustrates typical time frames for tasks provide by Lee Engineerg and MERJE. Client reviews and approvals, including State, County and City are difficult to predict and generally have a effect on the final completion date

We will work with you to develop a revised project schedule once we have a better understanding of the project and your internal approval requirements and protocols.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 9th day of November 2022, by and between the Anna Community Development Corporation, a Texas Type B Corporation with its corporate office at 120 W. 7th Street, Anna, Texas 75409, hereinafter called "OWNER" and Lee Engineering, L.L.C., an Arizona limited liability company, with its corporate office at 3030 LBJ Freeway, Suite 1660, Dallas, TX 75234, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
ENGAGEMENT OF CONSULTANT

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services described herein in connection with the project(s) as stated herein: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The professional services set out here are in connection with the following described project(s) (the "Project" whether one or more):

CITY OF ANNA WAYFINDING PROGRAM – Phase I – Wayfinding Assessment and Schematic Design

The Project shall include the professional services described under Article 2.A. of this Agreement and/or individual task orders which shall be governed by the terms of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

CONSULTANT shall perform the following services in a professional manner:

A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth in Exhibit "A" which is attached hereto and made part hereof as if written word for word herein.

B. CONSULTANT may perform further services set forth in individual task orders which shall be signed by the parties and governed by the terms of this Agreement.

C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3
ADDITIONAL SERVICES

Additional services to be performed by CONSULTANT, if authorized in writing by OWNER, whether included in the above-described Scope of Services, are described as follows:

A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.

B. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.

D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.

ARTICLE 4
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement.

CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the following schedule for completion:

See Exhibit "B" attached hereto. CONSULTANT shall provide written notice to OWNER if CONSULTANT anticipates any change to the schedule and in such event shall supply a new written schedule to replace Exhibit "B".

ARTICLE 5
COMPENSATION

A. COMPENSATION TERMS:

The amount of compensation paid to CONSULTANT shall be a not to exceed amount of $35,960, except for option services including: Digital Strategy Report - $8,500; Additional In-Person Meetings / Trips for MERGE (based on 2 days) $ 4,640 (per person); and Additional In-Person Meetings for Lee Engineering – Hourly based on the attached hourly rate schedule.

B. BILLING AND PAYMENT: Partial payments to CONSULTANT will be made on the basis of detailed monthly (or agreed upon periodic) statements rendered to and approved by OWNER; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the OWNER'S Project representative or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated herein (including without limitation any applicable exhibits) within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the OWNER'S Project representative or his designee.

C. ADDITIONAL SERVICES: For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "A". Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

D. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 30th

day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6
OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants of CONSULTANT or of any other party providing construction services or related services in furtherance of the Project.

ARTICLE 7
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to the Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

ARTICLE 9
AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of CONSULTANT'S books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents

and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10
INDEMNITY AGREEMENT

A. This Article 10A. applies solely to claims related to, arising from or growing out of professional services rendered by CONSULTANT. The Consultant shall indemnify and hold and save the OWNER and the OWNER's officers, directors, members, and employees harmless from and against damages, losses and judgments including without limitation reasonable attorney's fees and related expenses, and expert and consultant fees and related expenses arising from claims by third parties, but only to the extent they are caused by the willful misconduct or negligent acts, errors, or omissions of CONSULTANT, its employees and its consultants, or anyone for whose acts any of them may be legally liable, in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify OWNER in any manner whatsoever for the OWNER's own negligence.

B. This Article 10B. applies to any and all claims for which OWNER is not indemnified by CONSULTANT under Article 10A., above. CONSULTANT shall indemnify, defend and hold harmless OWNER from any and all liabilities, claims, demands, causes of action, loss, cost, damages and expenses, including without limitation reasonable attorney's fees and related expenses, and expert and consultant fees and related expenses to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT and those of its employees and its consultants, or anyone for whose acts any of them may be legally liable. CONSULTANT is not obligated to indemnify or defend OWNER in any manner whatsoever for the OWNER's own negligence.

C. Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including without limitation the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

A. Comprehensive General Liability Insurance with bodily injury limits of not less than $500,000 for each occurrence and not less than $500,000 in the aggregate, and with property damage limits of not less than $100,000 for each occurrence and not less than $100,000 in the aggregate.

B. Automobile Liability Insurance with bodily injury limits of not less than $500,000 for each person and not less than $500,000 for each accident, and with property damage limits of not less than $100,000 for each accident.

C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than $100,000 for each accident.

D. Professional Liability Insurance with limits of not less than $1,000,000 annual aggregate.

E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12
TERMINATION OF AGREEMENT

A. Notwithstanding any other provision of this Agreement, OWNER may terminate by giving 30 days' advance written notice to the CONSULTANT.

B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 13
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed delivered as of three days after mailing:

To CONSULTANT:

Attn: Dharmesh Shah, PE, PTOE
Lee Engineering, L.L.C.
3030 LBJ Freeway, Suite 1660
Dallas, TX 75234

To OWNER:

Attn: Kimberly Garduno
Anna CDC
120 W. 7th St.
Anna, Texas 75409

ARTICLE 15
ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19
PERSONNEL

A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20
ASSIGNABILITY

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – PROPOSAL FOR THE CITY OF ANNA WAYFINDING PROGRAM

B. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Dharmesh M. Shah. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.

E. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement.

F. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER, unless disclosure is compelled by law, court, or other compulsory legal process. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.

G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the OWNER has caused this Agreement to be executed by its duly authorized undersigned officer, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer.

ANNA COMMUNITY DEVELOPMENT CORPORATION,
a Texas Type B corporation

By: _____
Bruce Norwood, its President

IN WITNESS WHEREOF:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the 9th day of November 2022, 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 Community Development Corporation.

JEOVANNA RUBIO
Notary Public, State of Texas
Comm. Expires 10-03-2026
Notary ID 133995676

_____
Notary Public, State of Texas

(SEAL)

LEE ENGINEERING, L.L.C.,
an Arizona limited liability company

Digitally signed by Dharmesh Shah, PE, PTOE
DN: cn=Dharmesh Shah, PE, PTOE, o=Lee Engineering, LLC, ou, email=dshah@lee-eng.com, c=US
Date: 2022.11.16 14:03:58 -06'00'

By: _____
Dharmesh Shah, its Vice President

IN WITNESS WHEREOF:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned notary public, on the 16th day of November 2022, personally appeared Dharmesh Shah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same for the purposes and consideration therein expressed and in his/her capacity as Vice President of Lee Engineering, L.L.C., an Arizona limited liability company.

JULIE SHORT
Notary Public, State of Texas
Comm. Expires 01-04-2023
Notary ID 131842915

_____
Notary Public, State of Texas

(SEAL)

Item No. 7.q.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:
Conduct a Public Hearing on the Levying of Assessments in Improvement Area #2 within the Hurricane Creek Public Improvement District. (Director of Economic Development Joey Grisham)

SUMMARY:
Open the public hearing and take public comments. This item is required for the levying of assessments for Improvement Area #2 in 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:
Open the public hearing and take public comments.

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary — Created/Initiated - 12/6/2022
Jim Proce, City Manager — Final Approval - 12/8/2022

Item No. 7.r.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for Improvement Area#2 of the Hurricane Creek Public Improvement District; Making a finding of Special Benefit to the property in Improvement Area #2 of the District; Levying Special Assessments against property within Improvement Area #2 of the District and establishing a lien on such property; Providing for the method of assessment and the payment of the assessments in accordance with Chaper 372, Texas Local Government Code, as amended, proving penalties and interest on delinquent assessments, providing for severability, and proving an effective date. (Director of Economic Development Joey Grisham)

SUMMARY:

This item includes an Ordinance approving the Service and Assessment (SAP) Plan and Assessment roll and for the levying of assessments in Improvement Area #2 of the Hurricane Creek Public Improvement District as required by Chapter 372.

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. 03 - Assessment Ordinance v3

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 12/6/2022
Final Approval - 12/8/2022

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA

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

1. The City Council (the "Council") of the City convened in a regular meeting on December 13, 2022, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

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

Jim Proce, City Manager
Carrie L. Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #2 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

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

3. The Council has approved and hereby approves the Ordinance; and the Mayor and City Secretary hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON DECEMBER 13, 2022

Carrie L. Land, City Secretary

Nate Pike, Mayor

(City Seal)

CITY OF ANNA

ORDINANCE NO. ____-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #2 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE..

WHEREAS, the governing body (the "***City Council***") of the City of Anna, Texas (the "***City***") is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "***PID Act***") to create public improvement districts within the City and the extraterritorial jurisdiction ("***ETJ***"); and

WHEREAS, the City has previously created the Hurricane Creek Public Improvement District (the "***District***") within the City in accordance with the PID Act; and

WHEREAS, on November 8, 2022, the City Council adopted a resolution determining total costs of certain authorized public improvements within Improvement Area #2 of the District, approving a preliminary service and assessment plan, including proposed assessment roll, and directing the publication and mailing of notice of a public hearing (the "***Assessment Hearing***") to consider an ordinance levying assessments on property within Improvement Area #2 of the District (the "***Assessments***"); and

WHEREAS, the City Secretary filed the proposed Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on November 15, 2022 in the *Herald-Democrat*, a newspaper of general circulation in the City and ETJ of the City; and

WHEREAS, the City Council opened and convened the Assessment 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 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of Assessed Property within Improvement Area #2 of the District (the "***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¸ the owners of 100% of the property subject to the proposed assessment within Improvement Area #2 of the District (the "***Landowners***") had actual knowledge of the Assessment Hearing to be held on December 13, 2022, and support the creation of the District and the levy of assessments against the property in accordance with the Service and Assessment Plan to finance the Improvement Area #2 Improvements for benefit of the property within Improvement Area #2 of the District; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Hurricane Creek Public Improvement District 2022 Amended and Restated Service and Assessment Plan, dated December 13, 2022 (the "***Service and Assessment Plan***"), attached as ***Exhibit A*** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the Assessment Roll attached thereto as Exhibit I-1 (the "***Assessment Roll***"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, at the Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, appeared in support of the levy of the Assessments against their property located within Improvement Area #2 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The City Council hereby finds, determines, and ordains, as follows:

(a) The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the City Council acting in its discretionary, legislative capacity;

(b) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper and valid manners; and (iii) are approved and ratified;

(c) The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan, and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Improvements;

(e) The Service and Assessment Plan apportions the Actual Cost(s) of the Improvement Area #2 Improvements to be assessed against certain property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #2 Improvements;

(f) All of the Improvement Area #2 Assessed Property being assessed in the amounts shown on the Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #2 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #2 Improvements;

(g) The method of apportionment of the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs set forth in the Service and Assessment

Plan results in imposing equal shares of the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(h) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the City Council and should be approved as the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the PID Act;

(i) The Assessment Roll should be approved as the assessment roll for Improvement Area #2 of the District;

(j) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 within the District; and

(k) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan relating to the Authorized Improvements for the District. The Service and Assessment Plan shall be updated by the City Council no less frequently than annually as required by the PID Act and more frequently as may be required by the Service and Assessment Plan including upon the issuance of PID Bonds.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll for Improvement Area #2 of the District for all purposes.

Section 5. Levy and Payment of Assessments for Costs of the Improvement Area #2 Improvements.

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described

in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be

personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

Section 11. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Collin County, Texas, on or before December 20, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

(*Execution page follows.*)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 13th DAY OF DECEMBER, 2022.

ATTEST:

_____
Nate Pike, Mayor

_____
Carrie L. Land, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Nate Pike, the Mayor, and Carrie L. Land, the City Secretary, of the City of Anna, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

Hurricane Creek Public Improvement District

2022 PRELIMINARY AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

NOVEMBER 8, 2022

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

TABLE OF CONTENTS

Table of Contents 1
Introduction 3
Section I: Definitions 5
Section II: The District 14
Section III: Authorized Improvements 14
Section IV: Service Plan 17
Section V: Assessment Plan 18
Section VI: Terms of the Assessments 24
Section VII: Assessment Roll 30
Section VIII: Additional Provisions 30
Exhibits 33
Appendices 33
Exhibit A-1 – Map of District 34
Exhibit A-2 – Map of Improvement Area #1 35
Exhibit A-3 – Map of Major Improvement Area 36
Exhibit A-4 – Map of Improvement Area #2 37
Exhibit B – Project Costs 38
Exhibit C – Service Plan 39
Exhibit D – Sources and Uses of Funds 40
Exhibit E – Maximum Assessment and Tax Rate Equivalent 41
Exhibit F – TIRZ No. 2 Maximum Annual Credit Amount 42
Exhibit G-1 – Improvement Area #1 Assessment Roll 43
Exhibit G-2 – Improvement Area #1 Annual Installments 49
Exhibit H-1 – Major Improvement Area Assessment Roll 50
Exhibit H-2 – Major Improvement Area Annual Installments 51
Exhibit I-1 – Improvement Area #2 Assessment Roll 52
Exhibit I-2 – Improvement Area #2 Annual Installments 53
Exhibit J-1 – Maps of Improvement Area #1 Improvements 54
Exhibit J-2 – Maps of Major Improvements 58
Exhibit J-3 – Maps of Improvement Area #2 Improvements 63
Exhibit K – Form of Notice of PID Assessment Termination 67

Exhibit L-1 – Debt Service Schedule for Improvement Area #1 Bonds 70
Exhibit L-2 – Debt Service Schedule for Major Improvement Area Bonds..... 71
Exhibit L-3 – Debt Service Schedule for Improvement Area #2 Bonds 72
Exhibit M-1 – District Boundary Description 73
Exhibit M-2 – Improvement Area #1 Boundary Description..... 74
Exhibit M-3 – Major Improvement Area Boundary Description 77
Exhibit M-4 – Improvement Area #2 Boundary Description..... 81
Appendix A – Engineer's Report..... 87
Appendix B – Buyer Disclosures 94
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 1 95
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 2 101
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 2821998 107
Hurricane Creek Public Improvement District – Major Improvement Area Initial Parcel Buyer Disclosure..... 113
Hurricane Creek Public Improvement District – Improvement Area #2 Initial Parcel Buyer Disclosure..... 119
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 3 125
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 4 131
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 5 137
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 6 143
Hurricane Creek Public Improvement District Buyer Disclosure Lot Type 7 149

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 _____, 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. _____ which was approved by the City Council on _____, 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.

[Remainder of page intentionally left blank.]

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 (≥ $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

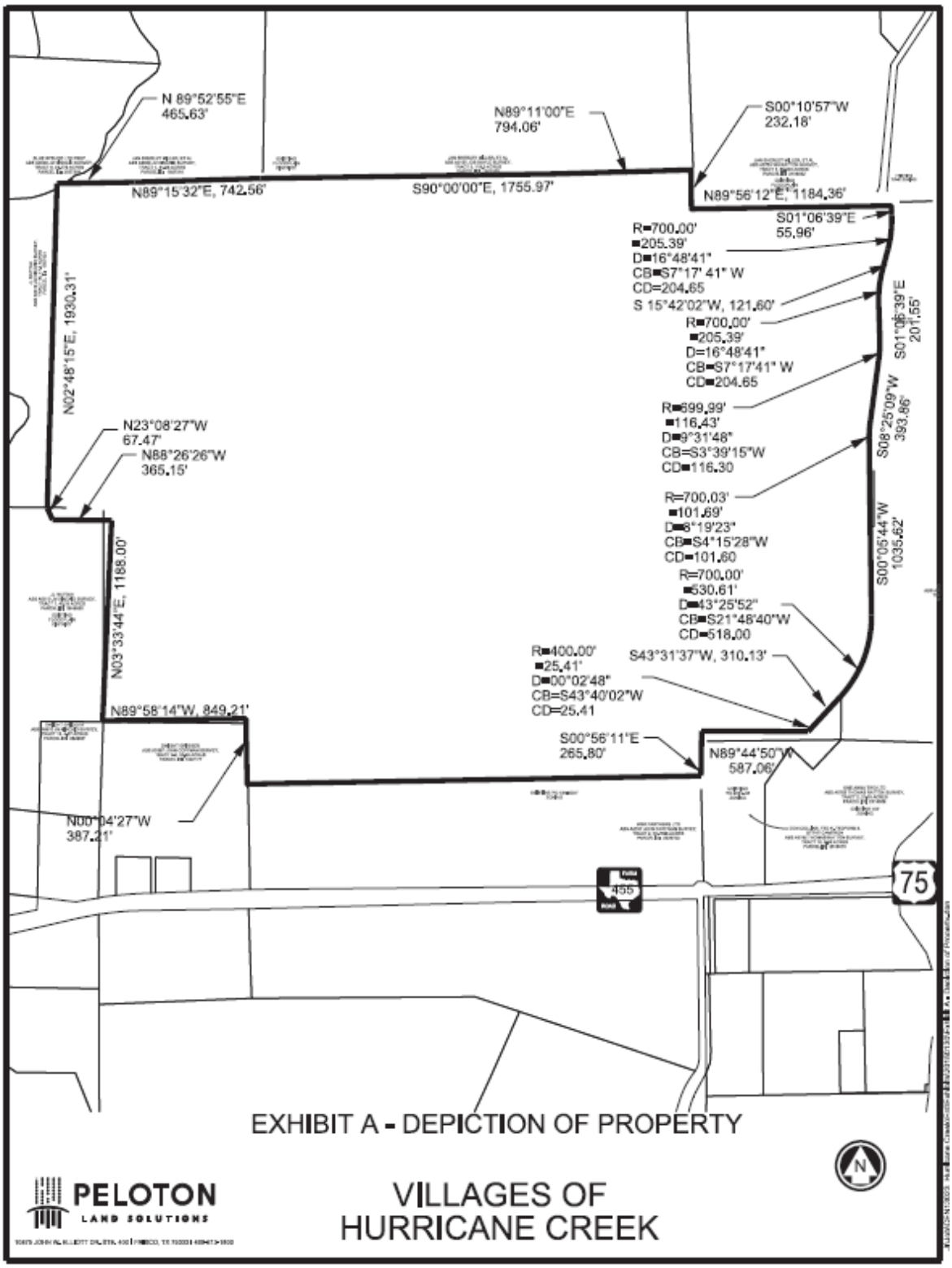


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

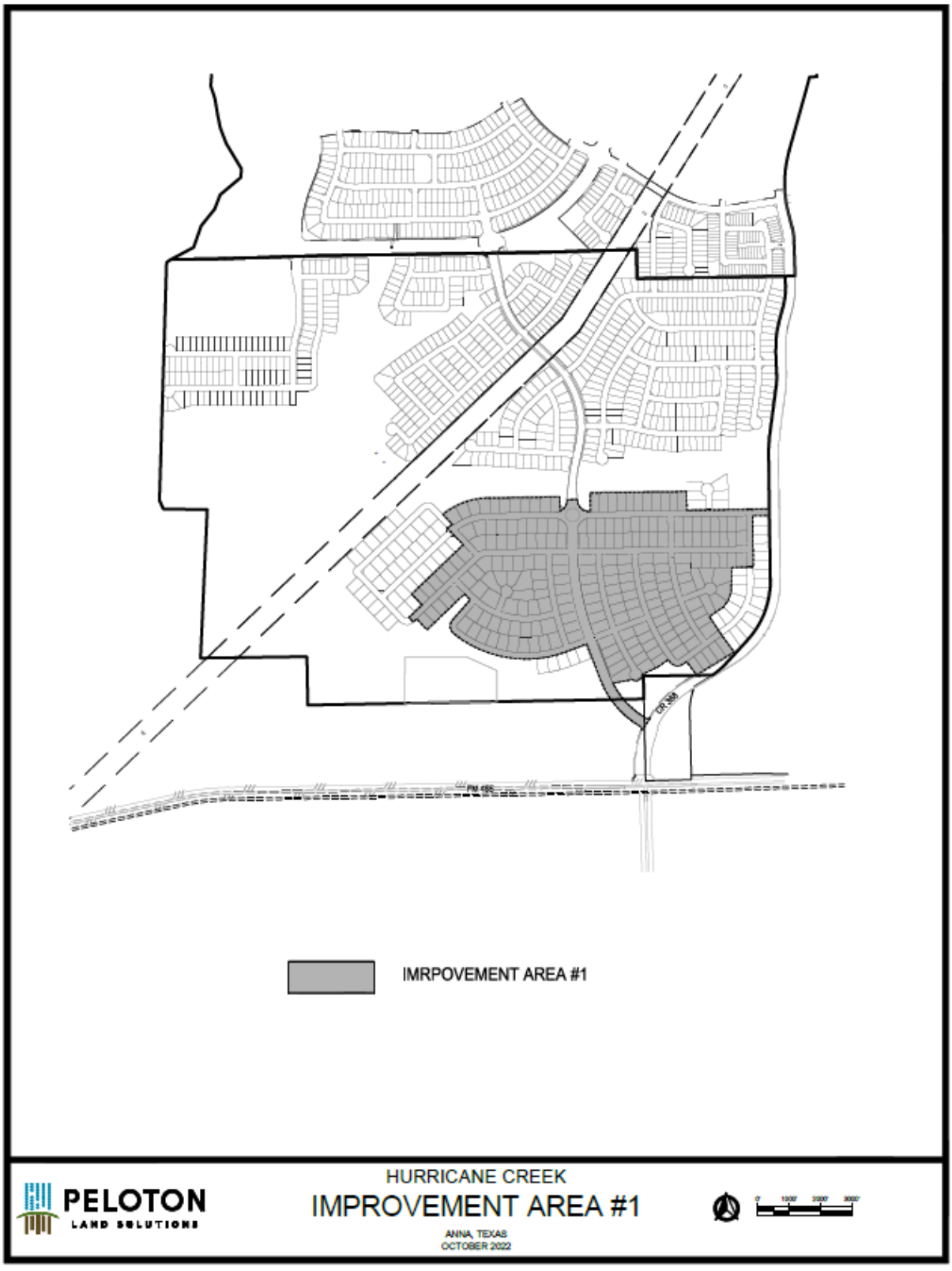


EXHIBIT A-3 – MAP OF MAJOR IMPROVEMENT AREA

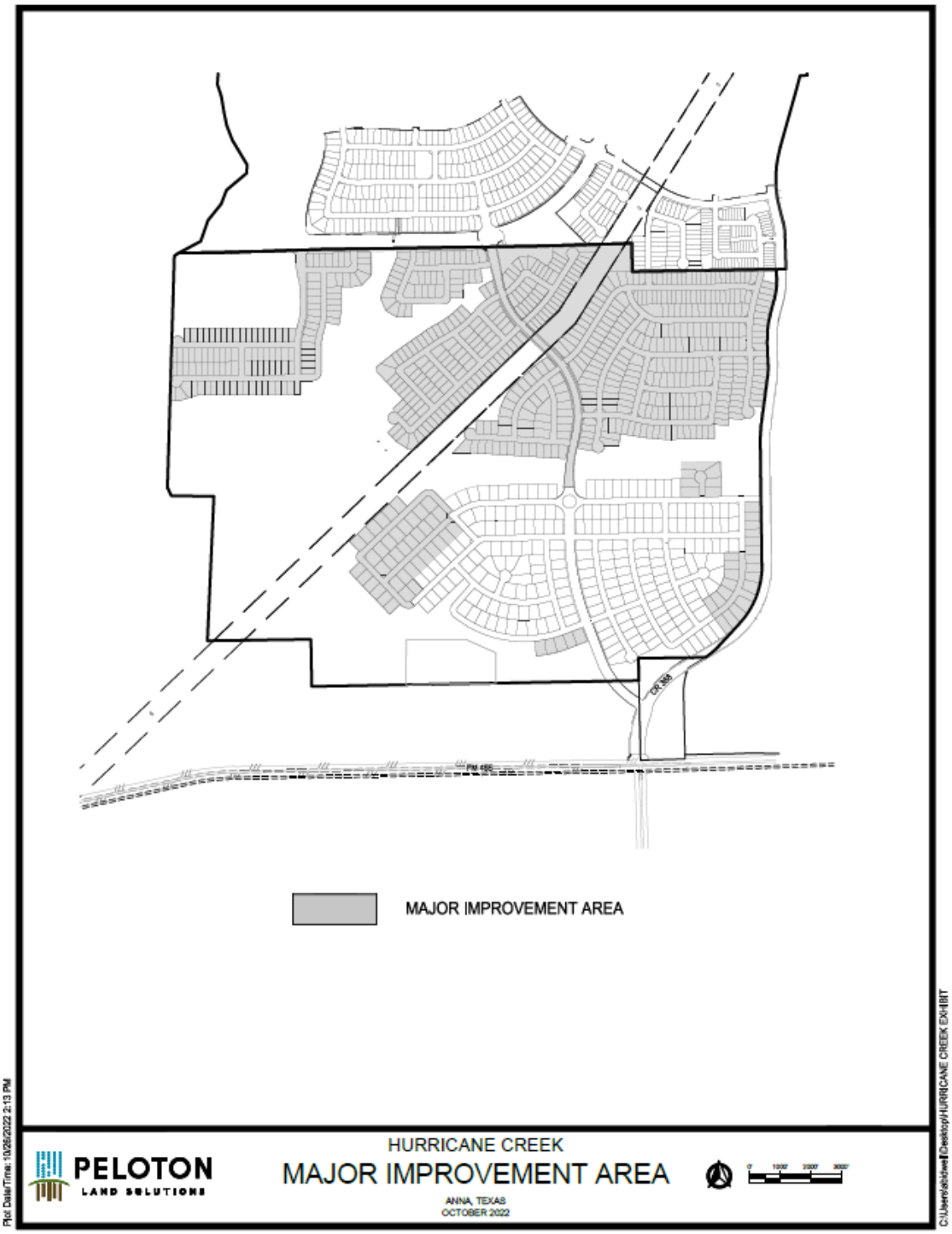


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #2

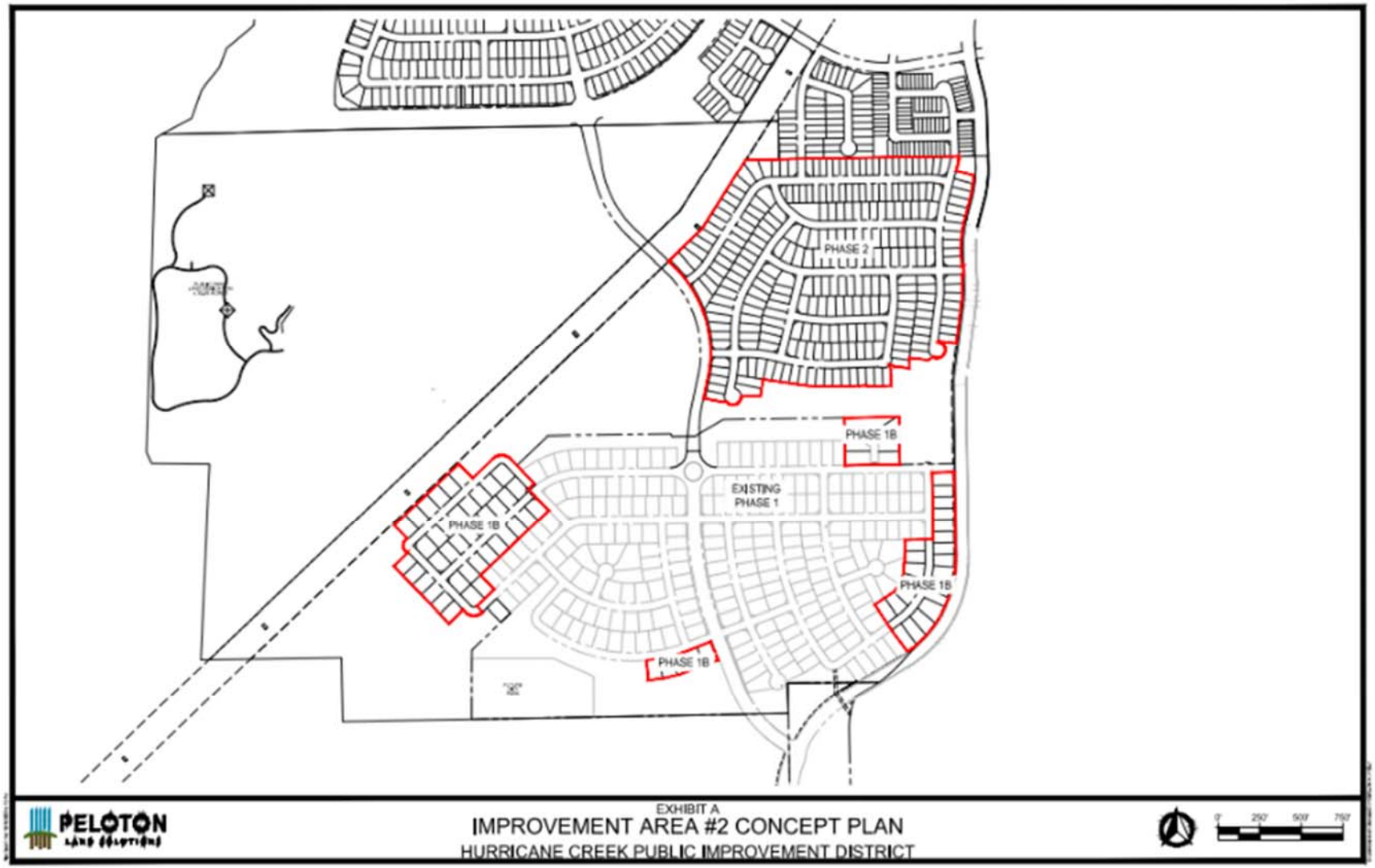


EXHIBIT B – PROJECT COSTS

	Total Costs	Non-PID (Oversizing)	Private Improvements	District Eligible Costs	Improvement Area #1		Major Improvement Area		Improvement Area #2	
					%	Cost	%	Cost	%	Cost
Improvement Area #1 Improvements										
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%	-
	$ 5,366,613	$ -	$ -	$ 5,366,613		$ 5,366,613		$ -		$ -
Major Improvements										
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%	-
	$ 3,744,925	$ 228,747	$ -	$ 3,516,178		$ 1,107,944		$ 2,408,234		$ -
Improvement Area #2 Improvements [a]										
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
	$ 8,340,808	$ -	$ -	$ 8,340,808		$ -		$ -		$ 8,340,808
Private Improvements										
Private Improvements	$ 606,990	$ -	$ 606,990	$ -		$ -		$ -		$ -
	$ 606,990	$ -	$ 606,990	$ -		$ -		$ -		$ -
Bond Issuance Costs										
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
	$ 5,297,971	$ -	$ -	$ 5,331,387		$ 1,874,855		$ 1,091,766		$ 2,331,350
Other Costs										
Deposit to Administrative Fund	$ 110,000	$ -	$ -	$ -		$ 35,000		$ 35,000		$ 40,000
	$ 110,000	$ -	$ -	$ -		$ 35,000		$ 35,000		$ 40,000
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
Bond Issuance Costs [b]						
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
Other Costs						
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

		Improvement Area #1[a]	
Property ID	Lot Type	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	Outstanding Assessment	Annual Installment Due 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	Outstanding Assessment	Annual Installment Due 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	Outstanding Assessment	Annual Installment Due 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	Outstanding Assessment	Annual Installment Due 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	Outstanding Assessment	Annual Installment Due 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

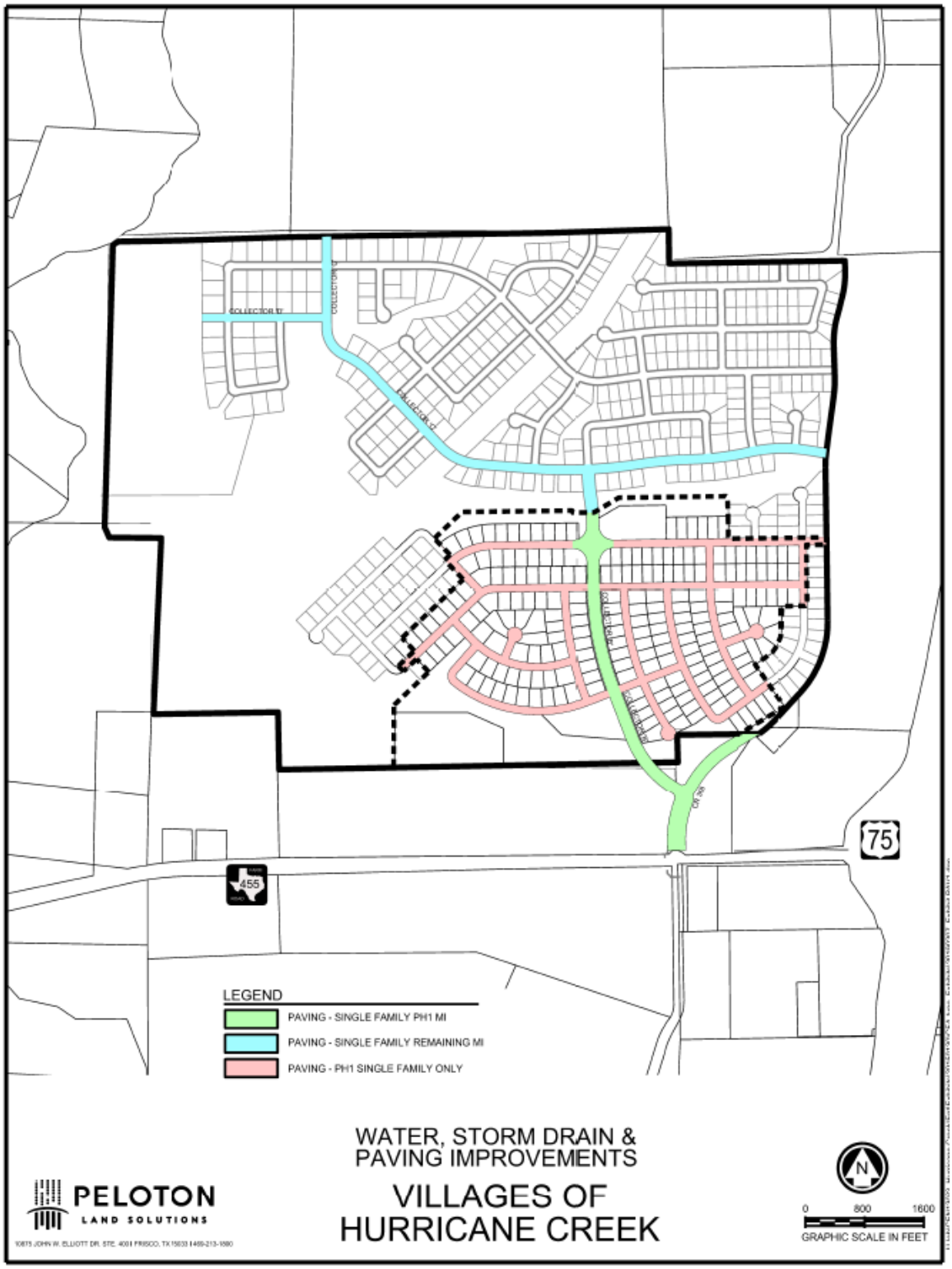
Annual Installments Due 1/31	Principal	Interest[b]	Capitalized Interest	Additional Interest	Annual Collection Costs	Reserve Fund	Total Annual Installment[a]
2023	$ -	$ 618,000.00	$ (618,000.00)	$ 51,500.00	$ 40,000.00	$ -	$ 91,500.00
2024	$ 140,000.00	$ 618,000.00	$ -	$ 51,500.00	$ 40,800.00	$ -	$ 850,300.00
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**

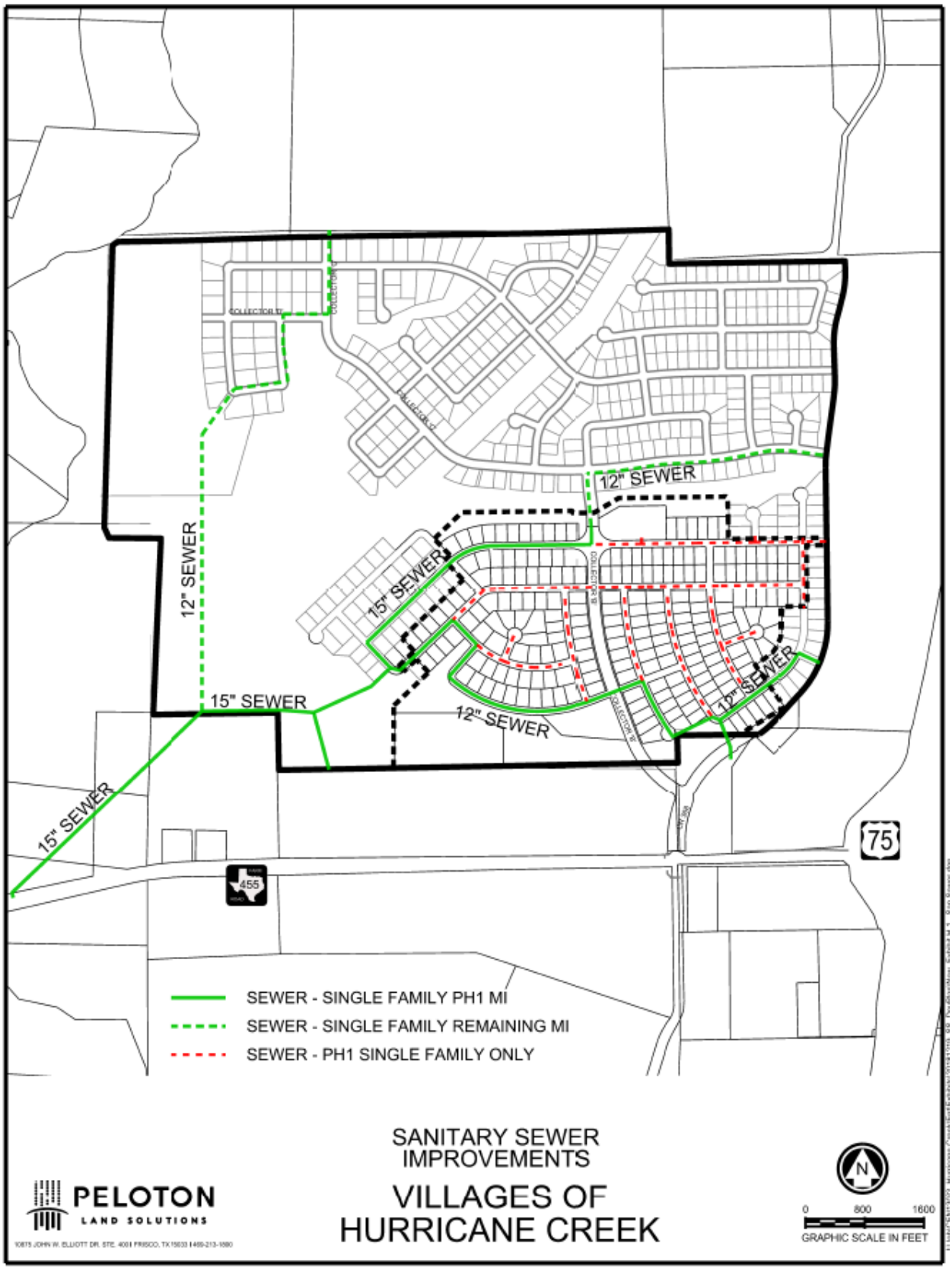
Footnotes:

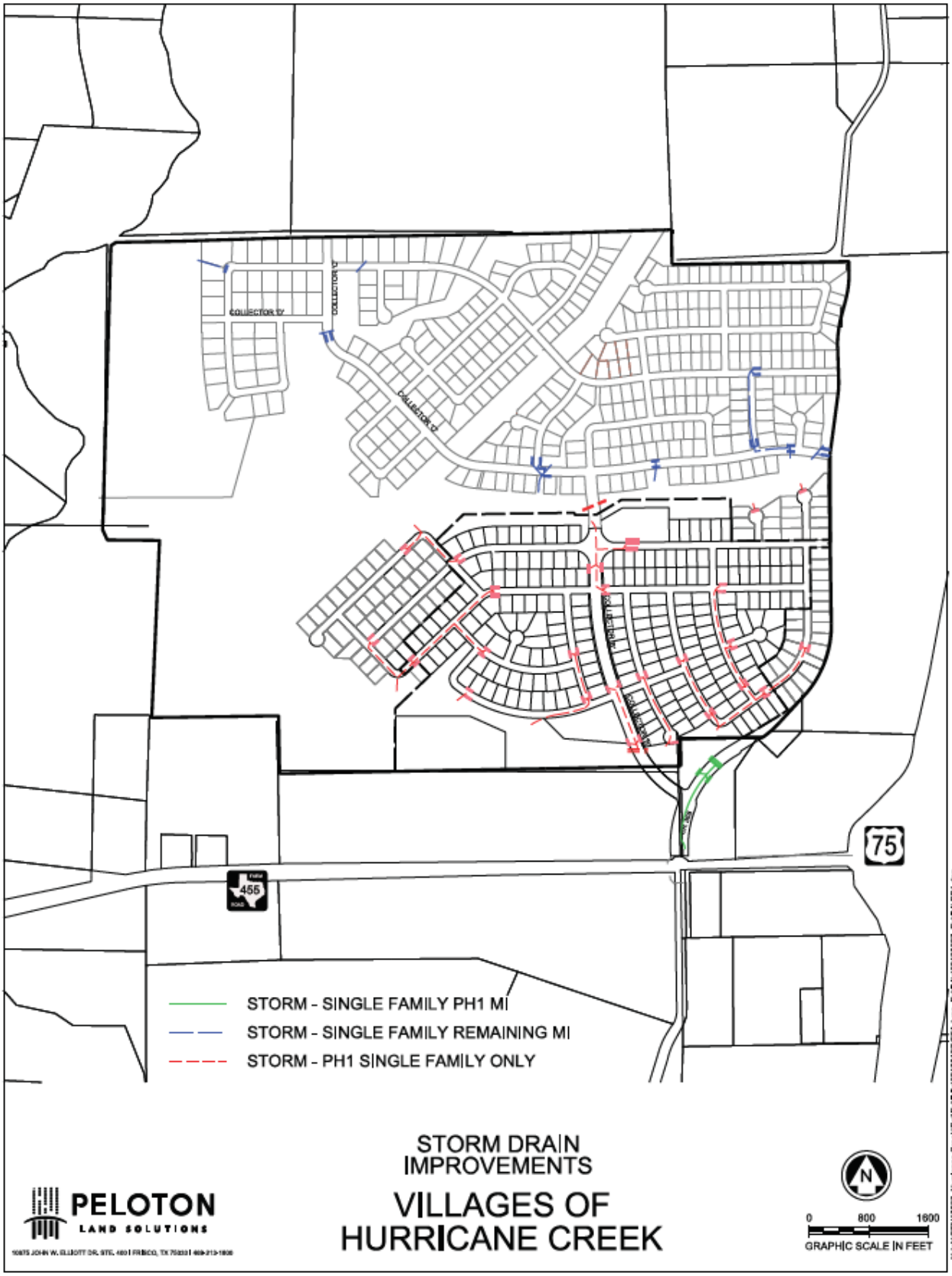
[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest on the Improvement Area #2 Bonds is calculated at 6.00% for illustrative purposes only.

EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




12" SEWER
15" SEWER
12" SEWER
15" SEWER
12" SEWER
12" SEWER
15" SEWER
COLLECTOR B
COLLECTOR C
COLLECTOR D
455
75
SEWER - SINGLE FAMILY PH1 MI
SEWER - SINGLE FAMILY REMAINING MI
SEWER - PH1 SINGLE FAMILY ONLY
SANITARY SEWER IMPROVEMENTS
VILLAGES OF HURRICANE CREEK
PELOTON LAND SOLUTIONS
0 800 1600
GRAPHIC SCALE IN FEET


COLLECTOR 'D'
COLLECTOR 'C'
COLLECTOR 'A'
COLLECTOR 'B'
75
455
STORM - SINGLE FAMILY PH1 MI
STORM - SINGLE FAMILY REMAINING MI
STORM - PH1 SINGLE FAMILY ONLY
STORM DRAIN IMPROVEMENTS
VILLAGES OF HURRICANE CREEK
PELOTON LAND SOLUTIONS
N
0
800
1600
GRAPHIC SCALE IN FEET

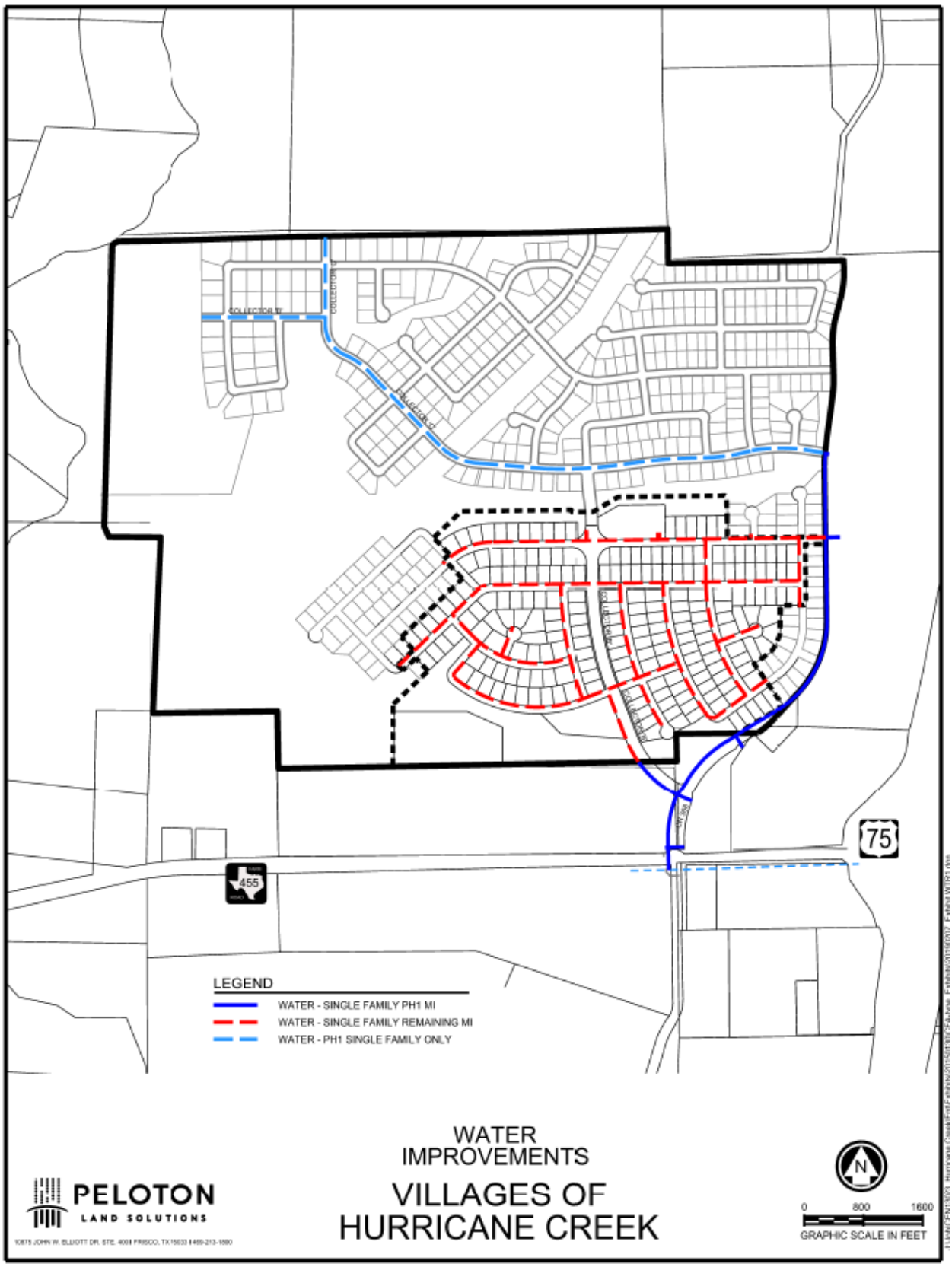
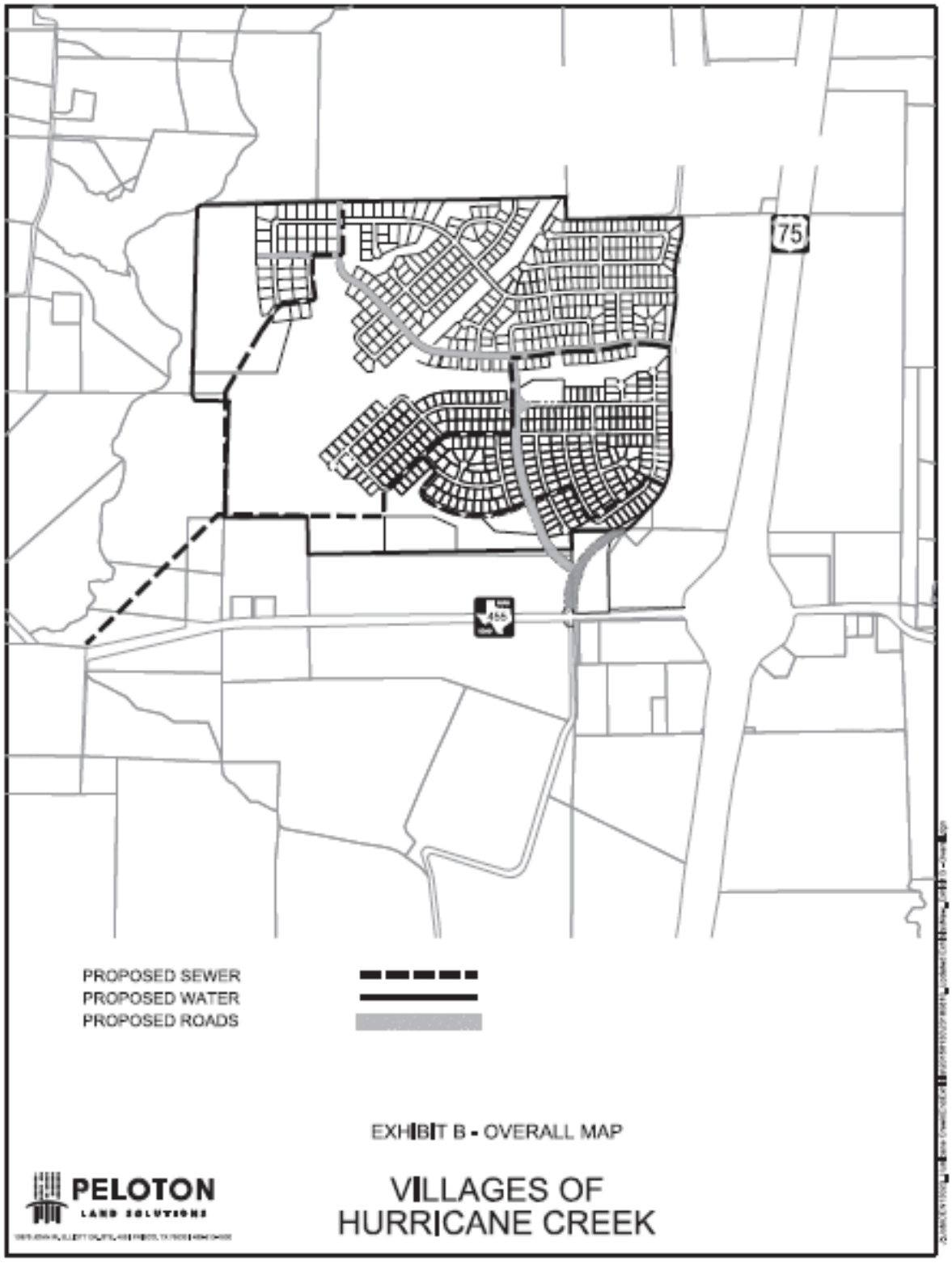
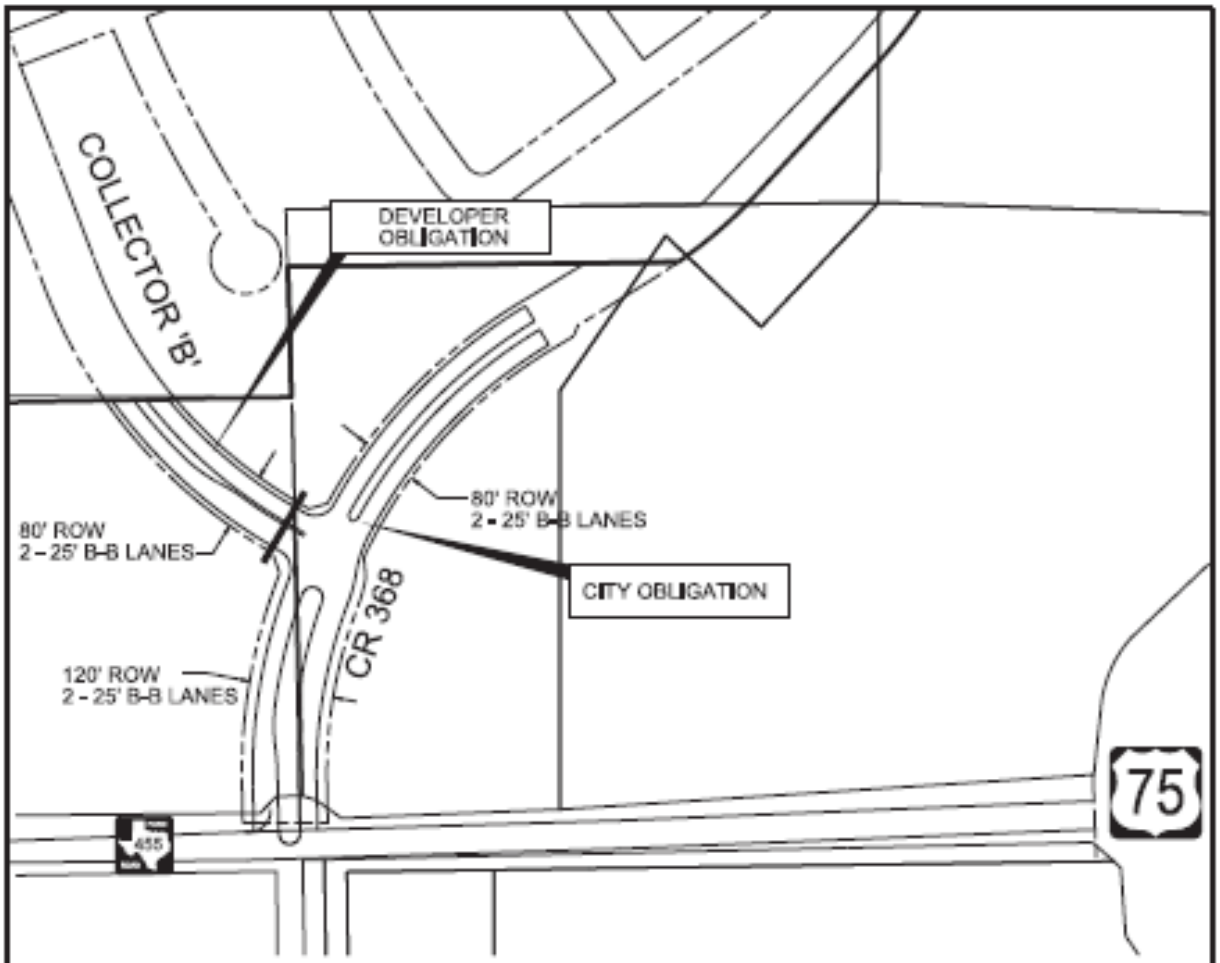

COLLECTOR ST
COLLECTOR C
COLLECTOR D
COLLECTOR E
COLLECTOR F
COLLECTOR G
W. MAIN
75
455
LEGEND
WATER - SINGLE FAMILY PH1 MI
WATER - SINGLE FAMILY REMAINING MI
WATER - PH1 SINGLE FAMILY ONLY
PELOTON
LAND SOLUTIONS
1875 JOHN W. ELLIOTT DR. STE. 400 I FRISCO, TX 75033 I 469-213-1880
WATER
IMPROVEMENTS
VILLAGES OF
HURRICANE CREEK
N
0
800
1600
GRAPHIC SCALE IN FEET

EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS





THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF A PORTION OF CR 368 AS DEPICTED WHICH SHALL BE LOCATED IN A 120 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES (ULTIMATE 6 LANES) DIVIDED BY A RAISED MEDIAN.

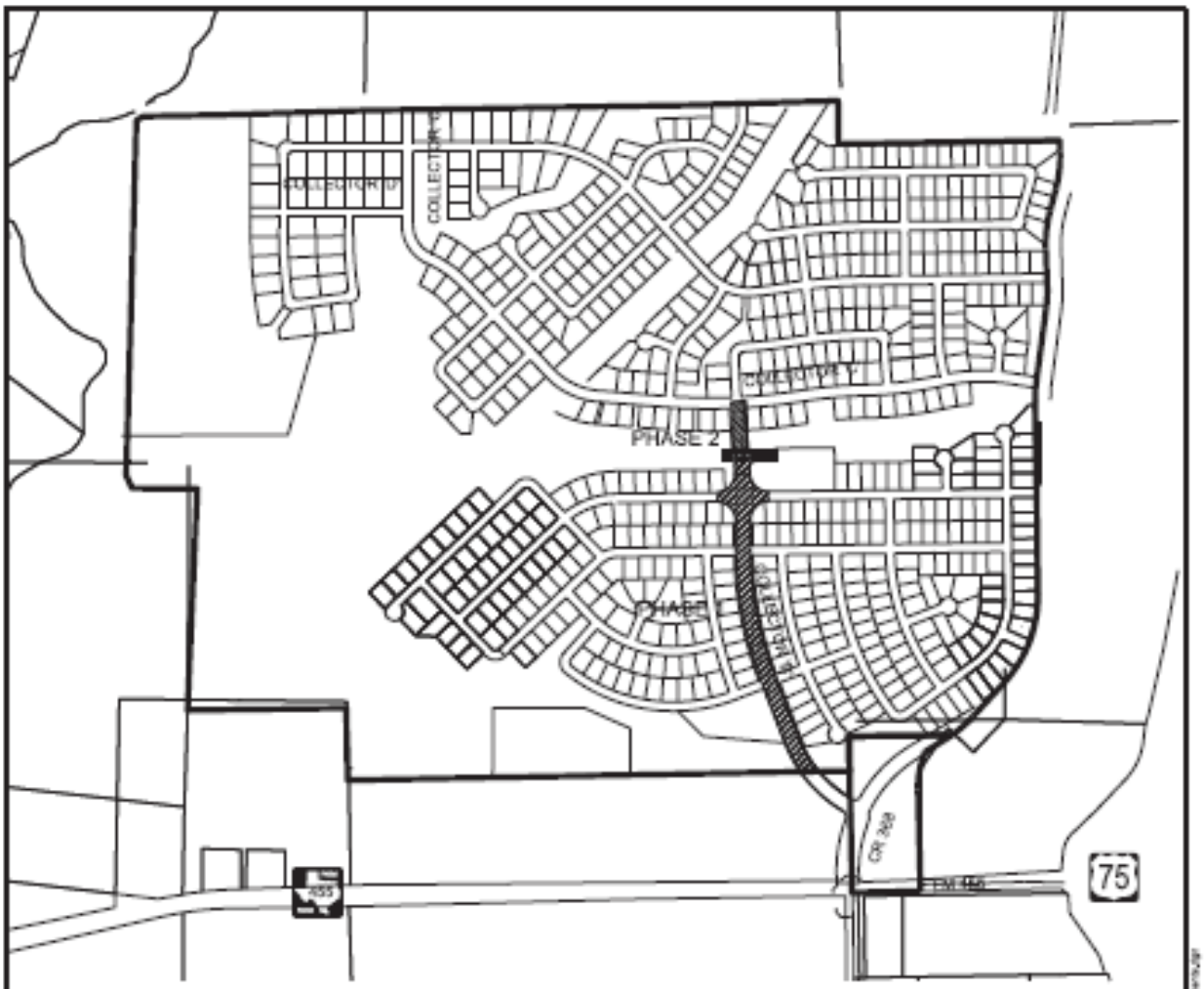
2) PERIMTER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO ALL DIVIDED ROADWAYS.

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.

THE FINAL LOCATION AND ALIGNMENT OF THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS. STATE OF TEXAS REGULATIONS SHALL APPLY WHERE APPLICABLE.

EXHIBIT D1 - ROADWAY IMPROVEMENTS
PHASE 1 ROADWAY
VILLAGES OF
HURRICANE CREEK

PELOTON
LAND SOLUTIONS



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.

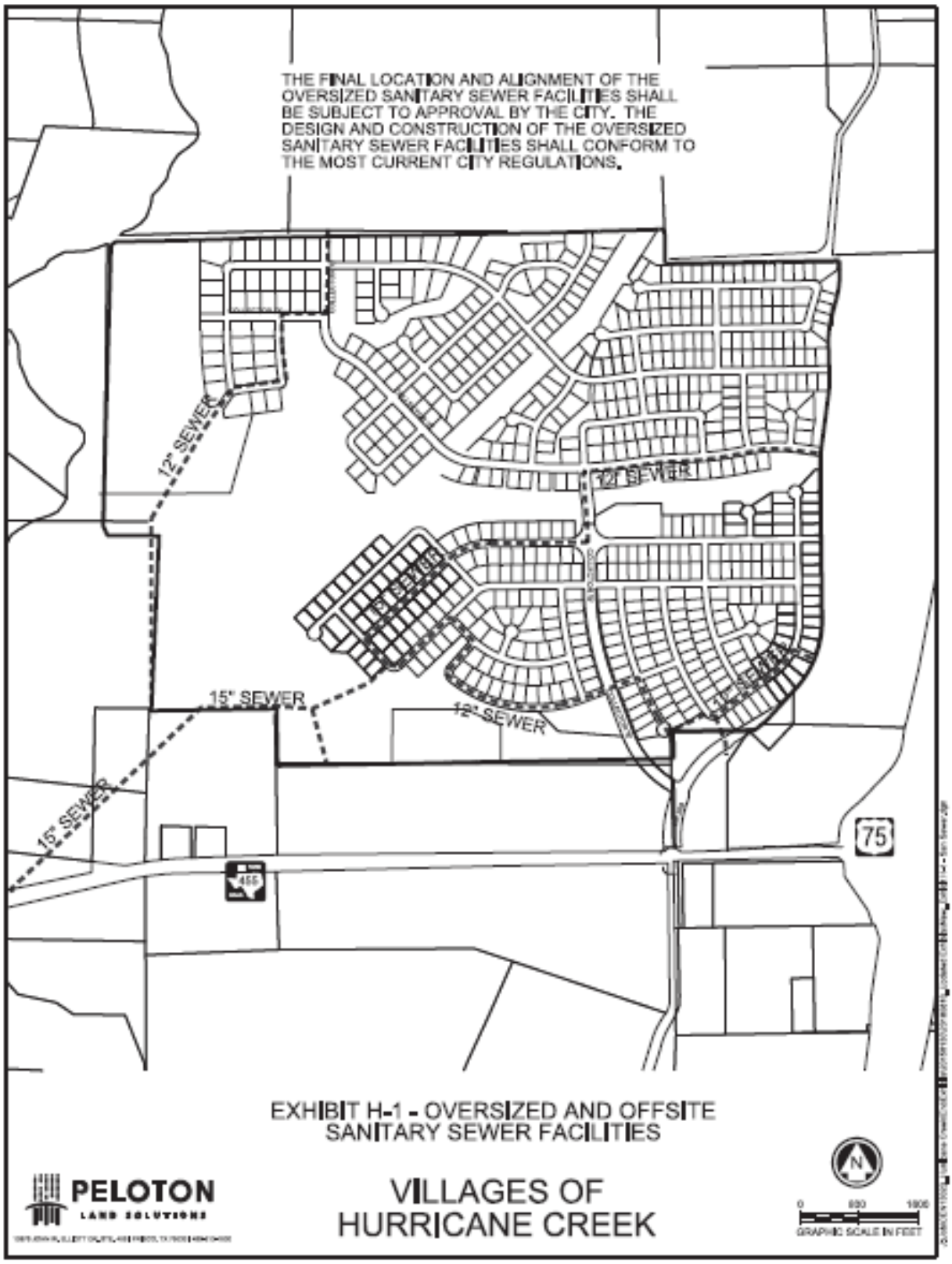
STREET	PAVEMENT	ROW	LENGTH	PHASE
COLLECTOR B	2 @ 25' B-B	80'	2155 LF	1
COLLECTOR B	2 @ 25' B-B	80'	285 LF	2
TOTAL			2440 LF	

EXHIBIT D2 - COLLECTOR "B" ROADWAY IMPROVEMENTS

PELOTON LAND SOLUTIONS

VILLAGES OF HURRICANE CREEK

0 800 1600
GRAPHIC SCALE IN FEET


THE FINAL LOCATION AND ALIGNMENT OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.
12" SEWER
12" SEWER
8" SEWER
15" SEWER
12" SEWER
15" SEWER
75
EXHIBIT H-1 - OVERSIZED AND OFFSITE SANITARY SEWER FACILITIES
PELOTON
LAND SOLUTIONS
VILLAGES OF HURRICANE CREEK
0
800
1600
GRAPHIC SCALE IN FEET

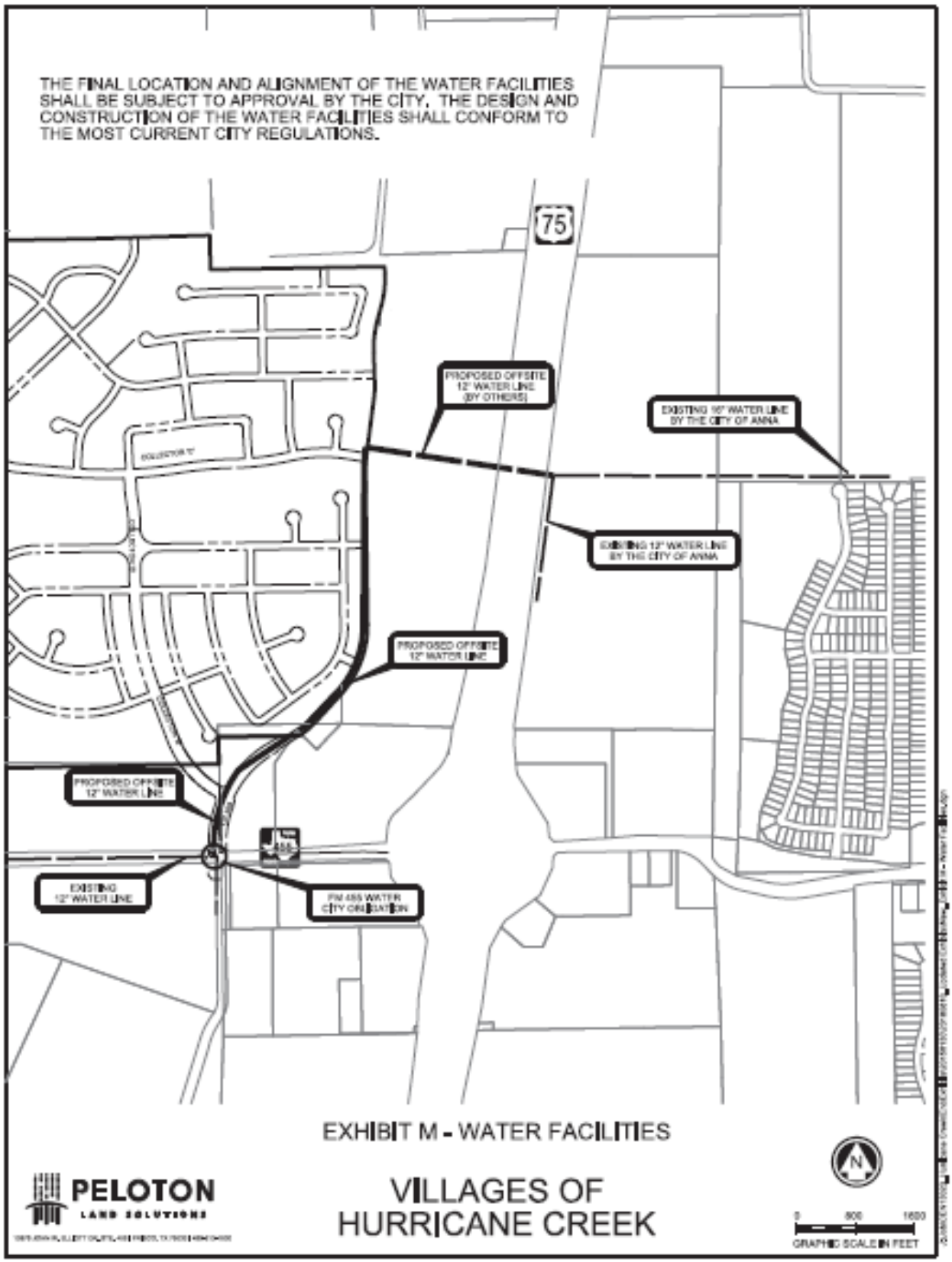
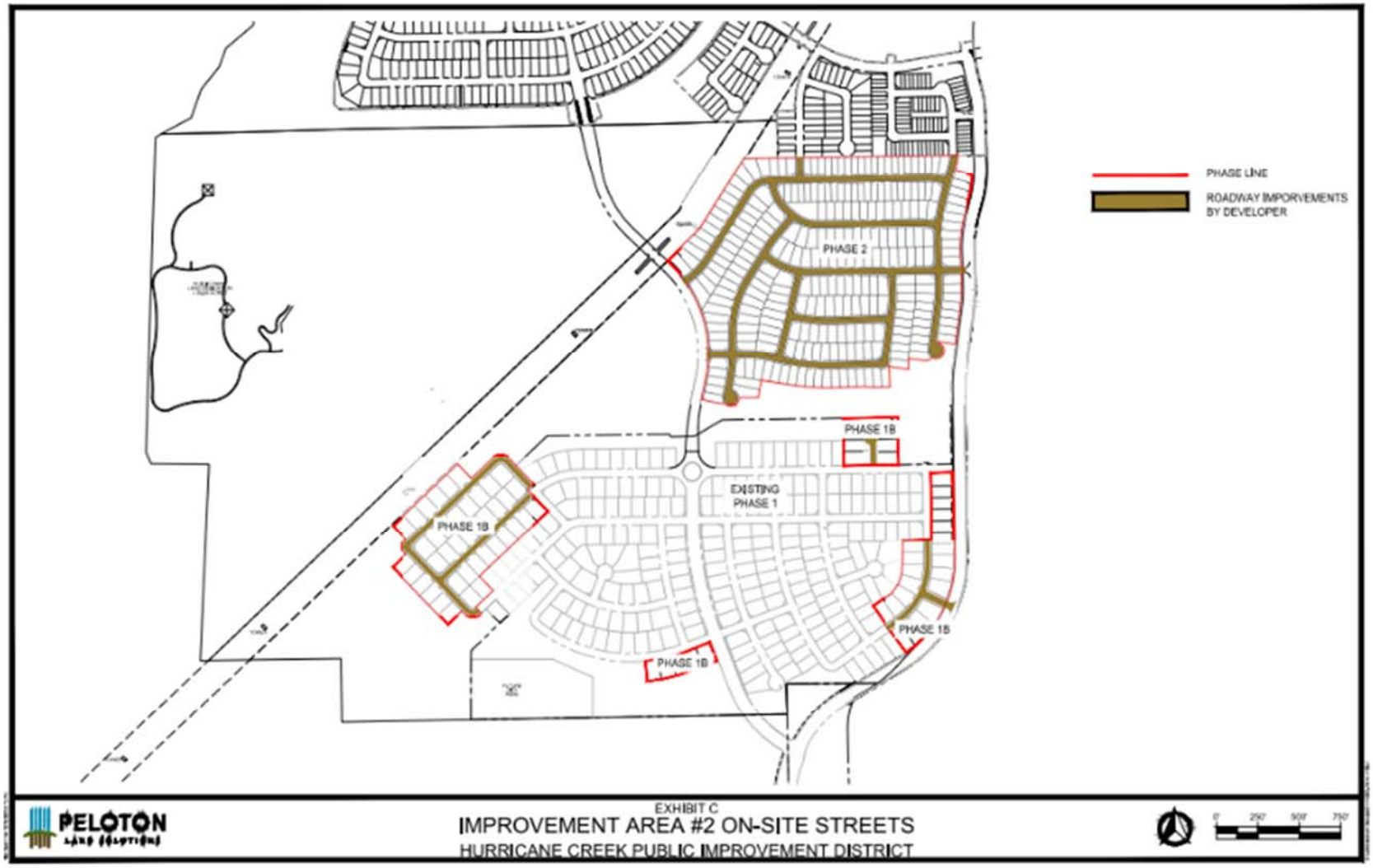
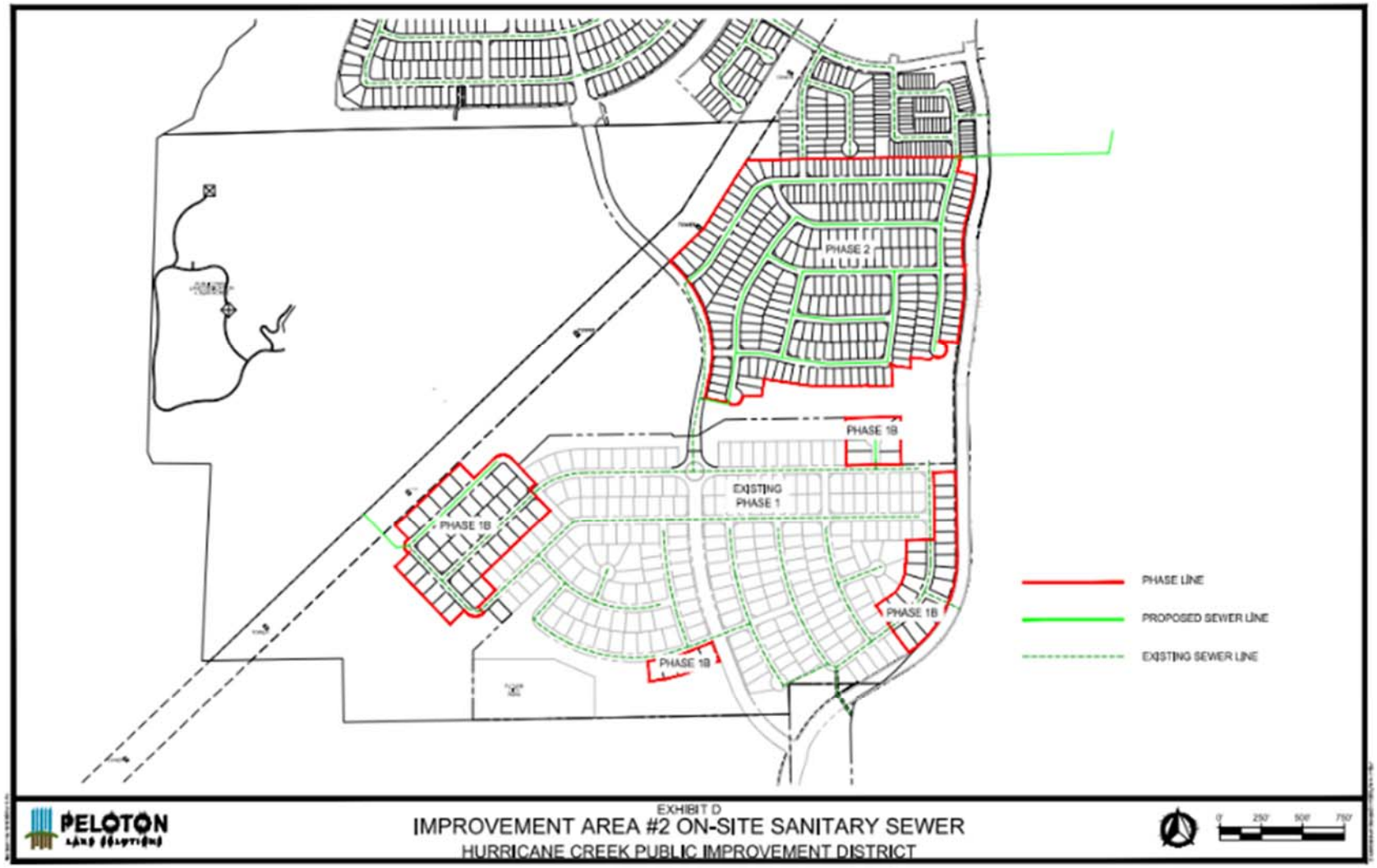
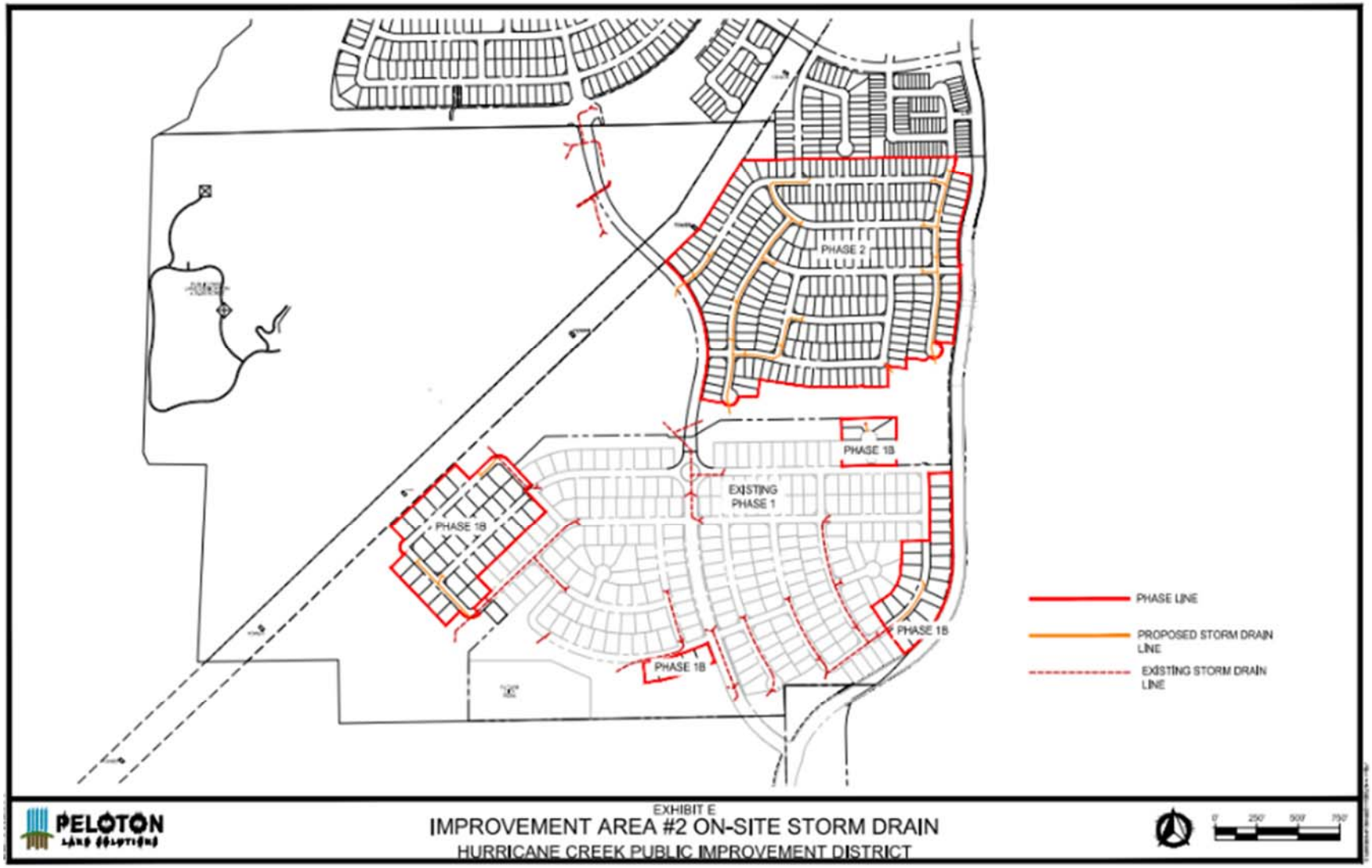

THE FINAL LOCATION AND ALIGNMENT OF THE WATER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE WATER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.
75
PROPOSED OFFSITE 12" WATER LINE (BY OTHERS)
EXISTING 16" WATER LINE BY THE CITY OF ANNA
EXISTING 12" WATER LINE BY THE CITY OF ANNA
PROPOSED OFFSITE 12" WATER LINE
PROPOSED OFFSITE 12" WATER LINE
EXISTING 12" WATER LINE
FM 455 WATER CITY CIRCULATION
EXHIBIT M - WATER FACILITIES
PELOTON
LAND SOLUTIONS
VILLAGES OF HURRICANE CREEK
0
500
1000
GRAPHIC SCALE IN FEET

EXHIBIT J-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS




PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED SEWER LINE
EXISTING SEWER LINE
PELOTON
EXHIBIT D
IMPROVEMENT AREA #2 ON-SITE SANITARY SEWER
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0
250
500
750


PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED STORM DRAIN LINE
EXISTING STORM DRAIN LINE
PELOTON
EXHIBIT E
IMPROVEMENT AREA #2 ON-SITE STORM DRAIN
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

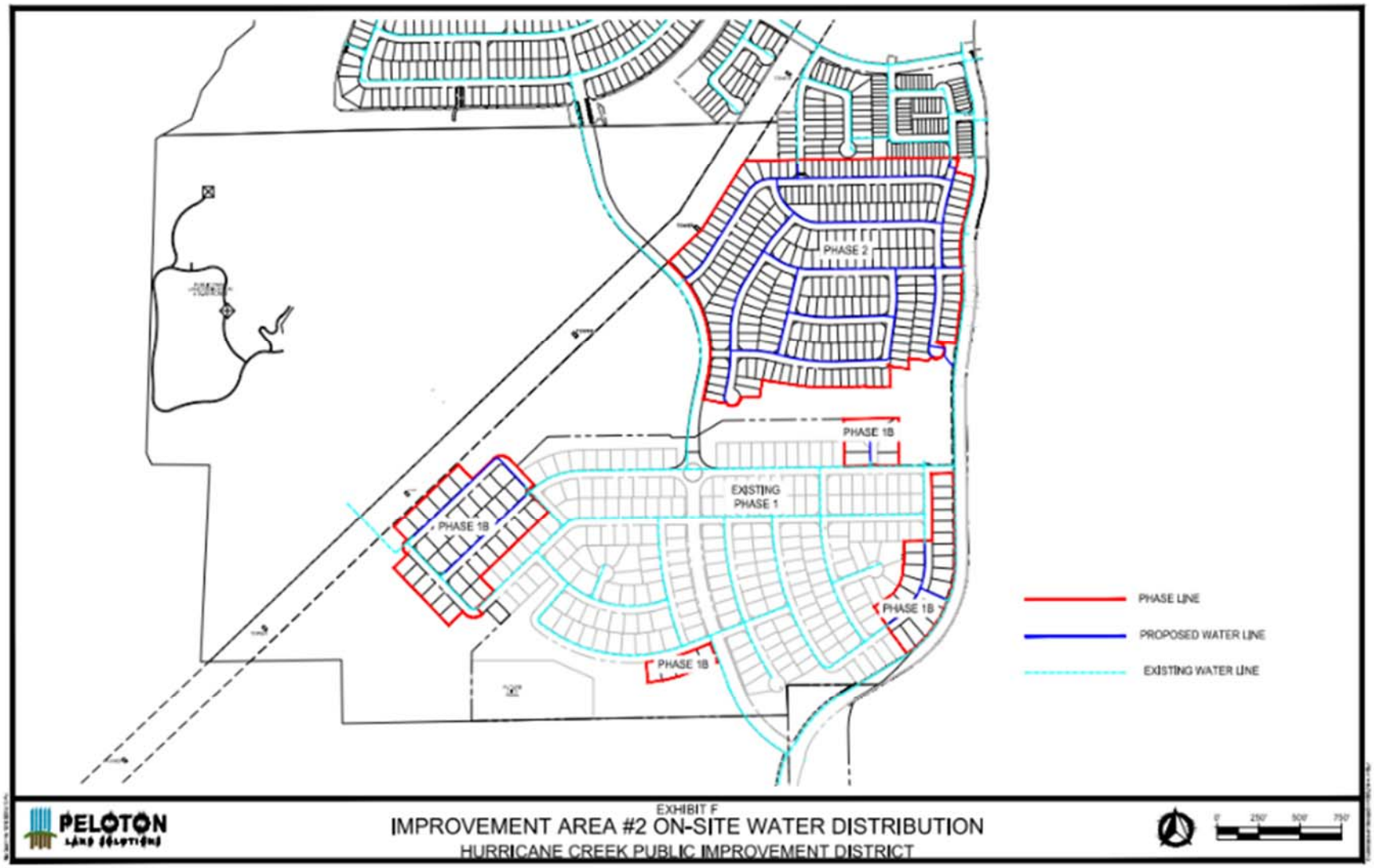

PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED WATER LINE
EXISTING WATER LINE
PELOTON
LAND SOLUTIONS
EXHIBIT F
IMPROVEMENT AREA #2 ON-SITE WATER DISTRIBUTION
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

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

AFTER RECORDING RETURN TO:

[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 §
§ **NOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

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], [_____], (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:

Year Ending (September 1)	Principal	Interest	Total
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	**$7,375,000.00**	**$9,445,444.69**	**$16,820,444.69**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

Year Ending (September 1)	Principal	Interest	Total
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	**$3,535,000.00**	**$4,749,967.50**	**$8,284,967.50**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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°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.

PELOTON LAND SOLUTIONS

EXHIBIT A1 - METES AND BOUNDS
VILLAGES OF
HURRICANE CREEK

J:\Job\CEN13002_Hurricane Creek\Civil\Exhibits\20150130\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 "PELOTON" 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 "PELOTON" set;

THENCE N 46°18'49" E, 320.76 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S46°18'49" W, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" 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 “PELOTON” set;

THENCE S 36°16'47” E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 53°43'13” W, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 36°16'47” E, 163.61 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” set;

THENCE S 59°01'02” W, 294.65 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 89°21'12” W, 420.50 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 20150529000063102O 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 20210120000126700 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 “PELOTON” found;

N 53° 43' 13" E, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 36° 16' 47" W, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 33° 07' 12" W, 131.90 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 55° 11' 09" E, 70.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 56° 29' 24" E, 66.49 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 34° 31' 32" E, 64.92 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 20° 40' 36" E, 64.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 03° 56' 49" E, 63.28 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 01° 32' 35" E, 138.83 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 13' 07" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 00° 46' 53" W, 410.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 14' 17" E, 135.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

N 69° 02' 12" E, 90.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 "PELOTON" 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 "PELOTON" 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 "PELOTON" set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" 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 "PELOTON" set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8" iron rod with plastic cap stamped "PELOTON" 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 "PELOTON" 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 "PELOTON" found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;)

THENCE S 46° 18' 49" W, 570.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 46° 18' 49" W, 145.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 46° 18' 49" E, 117.05 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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

PELOTON
LAND SOLUTIONS

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

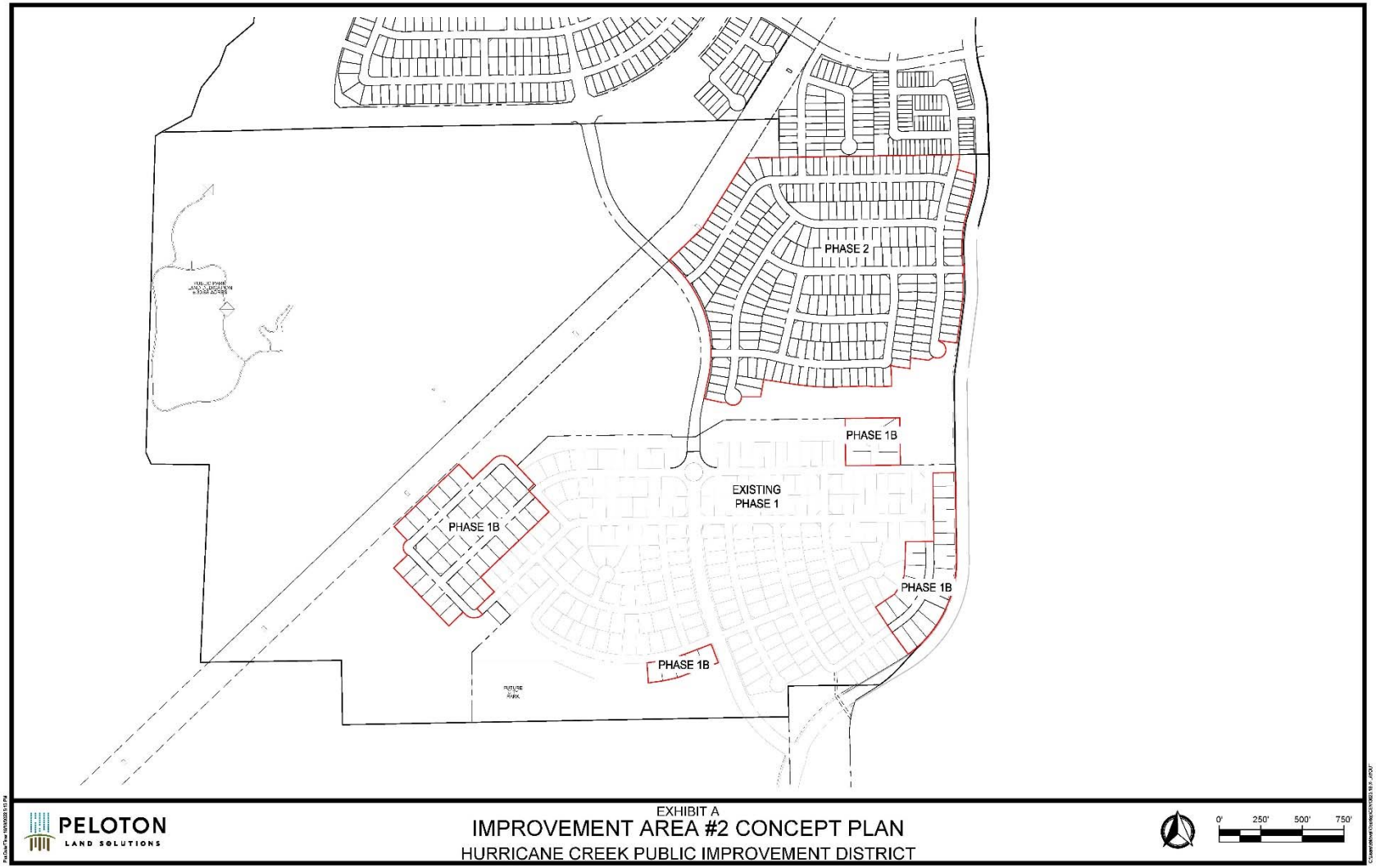
Introduction: The Sherley Tract PID #2 (Hurricane Creek Phases 1B & 2) is a single-family development consisting of approximately 340 single-family residential homes, over approximately 69.1 Ac. as depicted on Exhibit A. The parcel is located at the Northwest corner of US Highway 75 and W White St (FM 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.


PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PELOTON
LAND SOLUTIONS
EXHIBIT A
IMPROVEMENT AREA #2 CONCEPT PLAN
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0'
250'
500'
750'

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

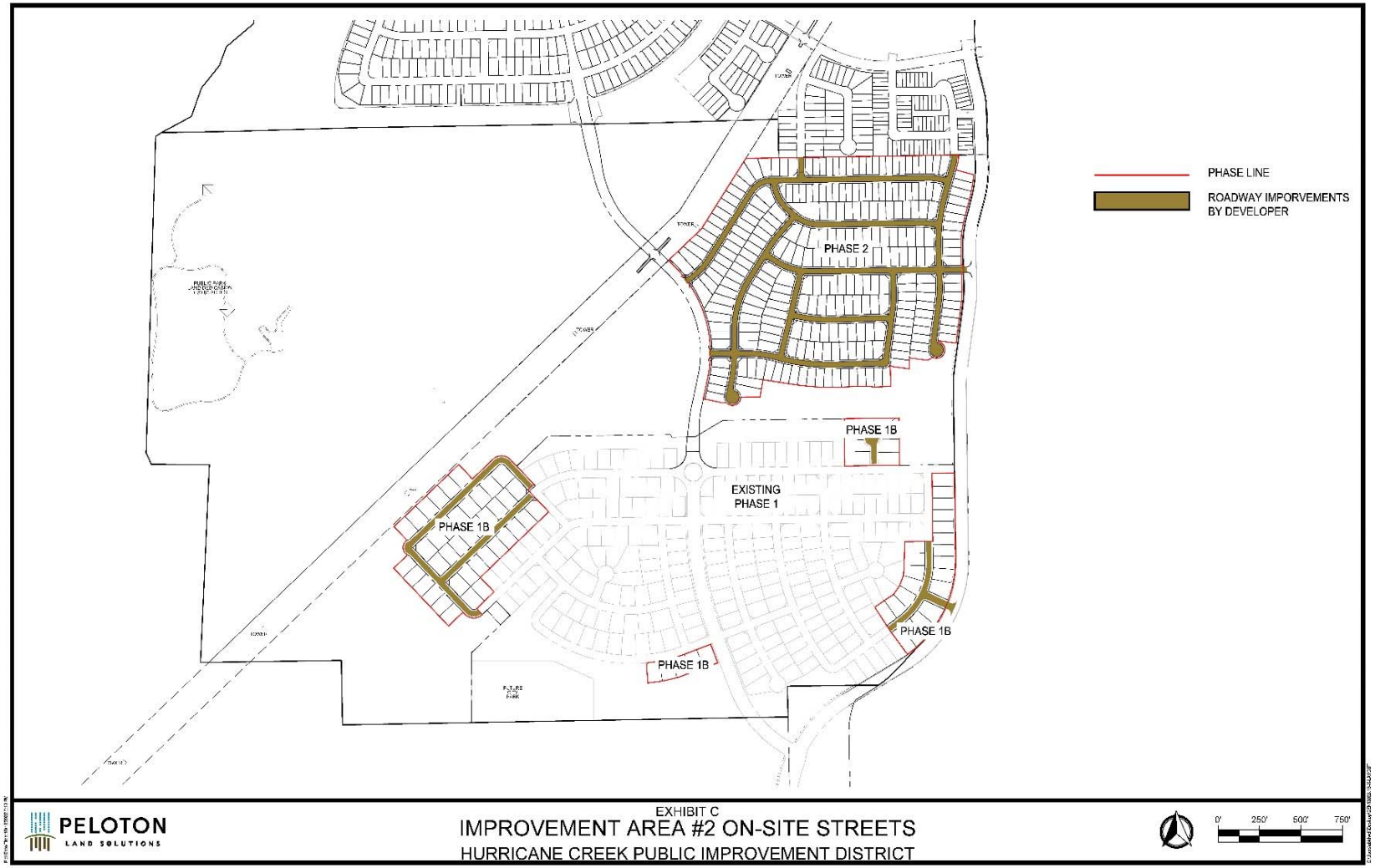
MISCELLANEOUS COSTS

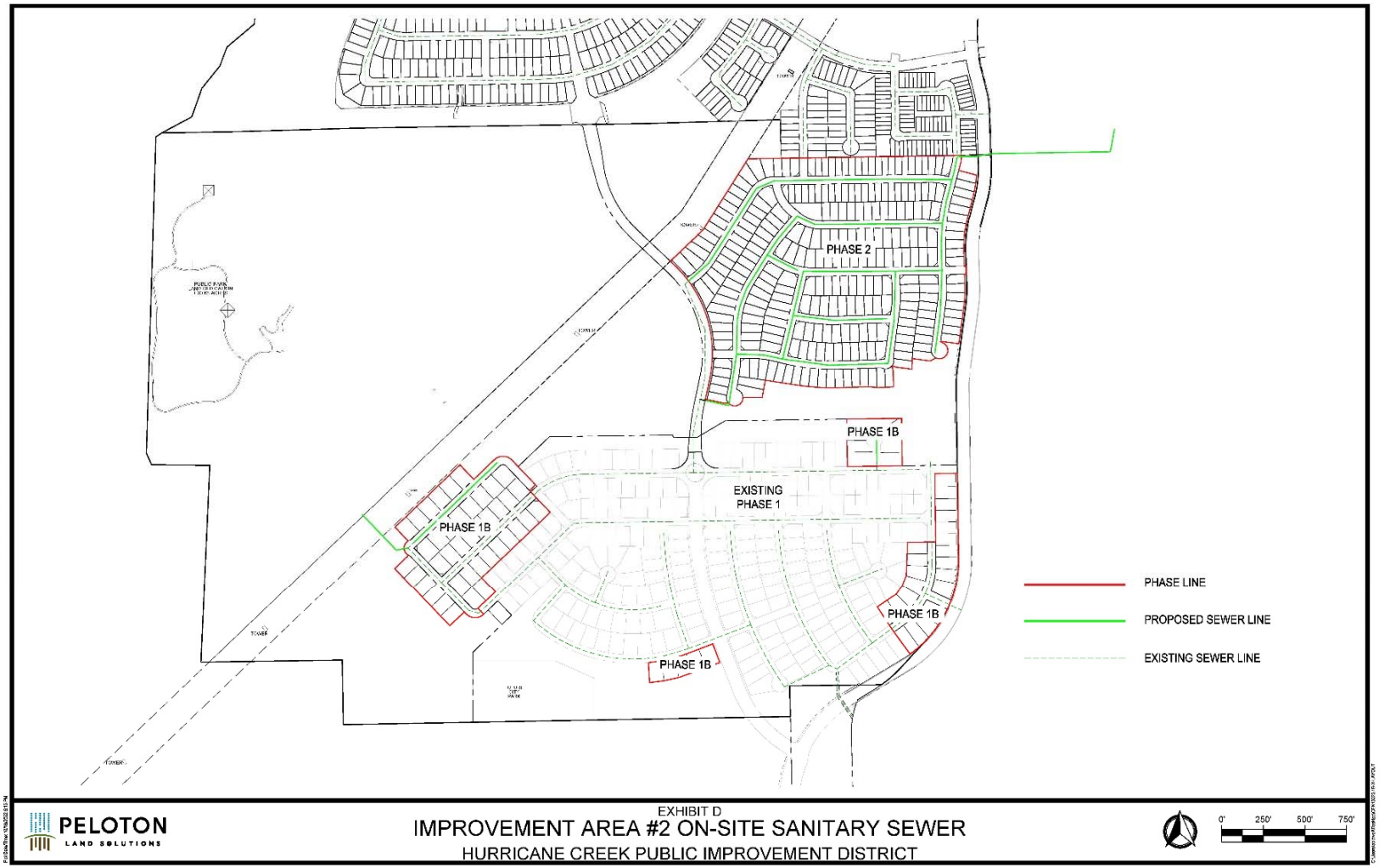
DESCRIPTION	QTY	UNIT			Total			Total	TOTAL
Entitlements, Dev Agmt, District Creation	1	LOT	$0	$0	$0	$0	$0	$0	$0
Eng & Surveying (Ph. 1 is per contract)	1	LS	$580,725	$535,112	$1,115,837	$64,525	$47,567	$112,092	$1,227,928
LOMR (Assumes 2 required)	1	LS	$0	$0	$0	$0	$0	$0	$0
FEMA LOMR Fees (Assumes 2 required)	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**

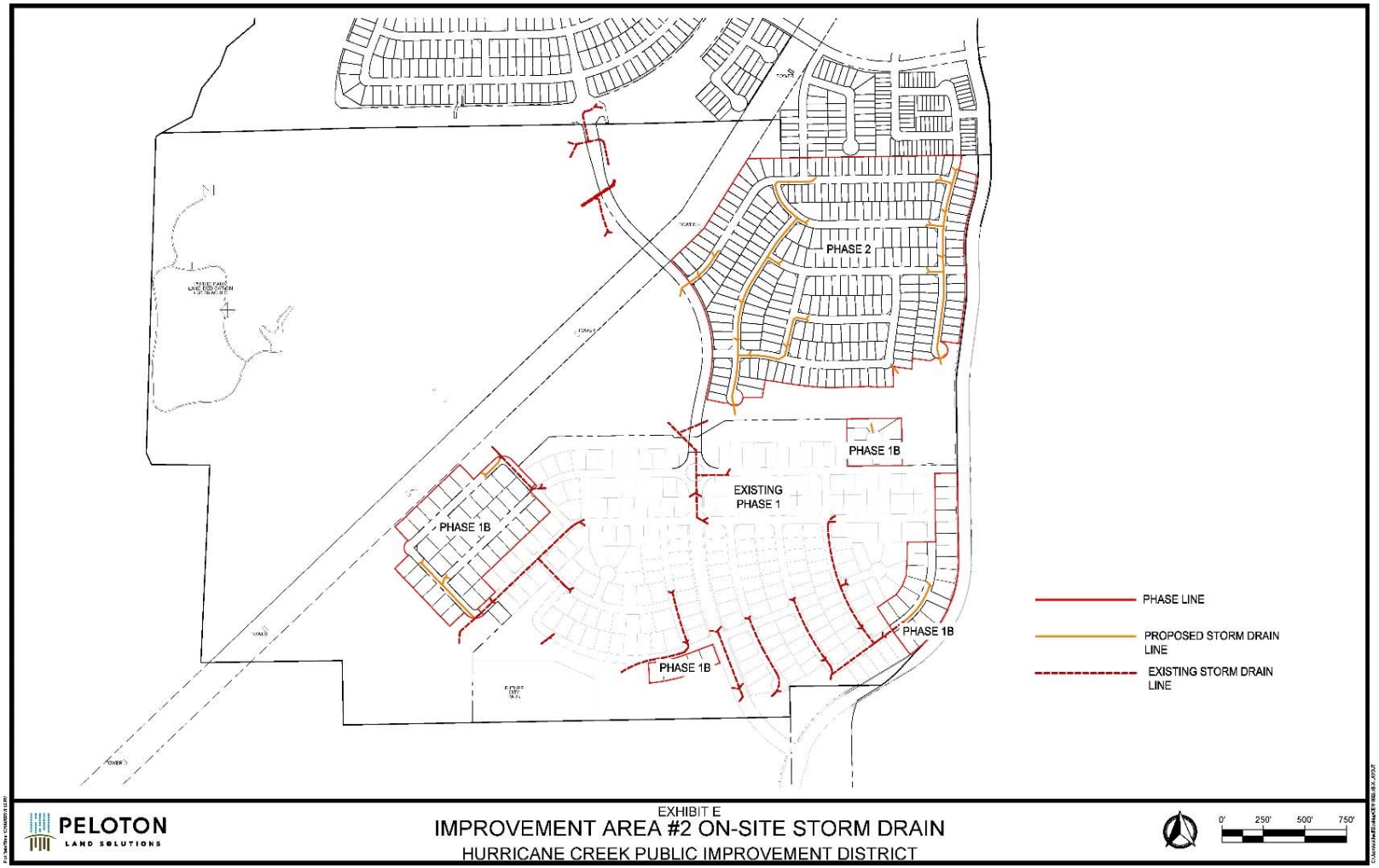
SUMMARY

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


PHASE LINE
ROADWAY IMPORVEMENTS BY DEVELOPER
PHASE 2
PHASE 1B
EXISTING PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PELOTON
LAND SOLUTIONS
EXHIBIT C
IMPROVEMENT AREA #2 ON-SITE STREETS
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0'
250'
500'
750'


PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED SEWER LINE
EXISTING SEWER LINE
PELOTON
LAND SOLUTIONS
EXHIBIT D
IMPROVEMENT AREA #2 ON-SITE SANITARY SEWER
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0'
250'
500'
750'


PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED STORM DRAIN LINE
EXISTING STORM DRAIN LINE
PELOTON
LAND SOLUTIONS
EXHIBIT E
IMPROVEMENT AREA #2 ON-SITE STORM DRAIN
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0'
250'
500'
750'

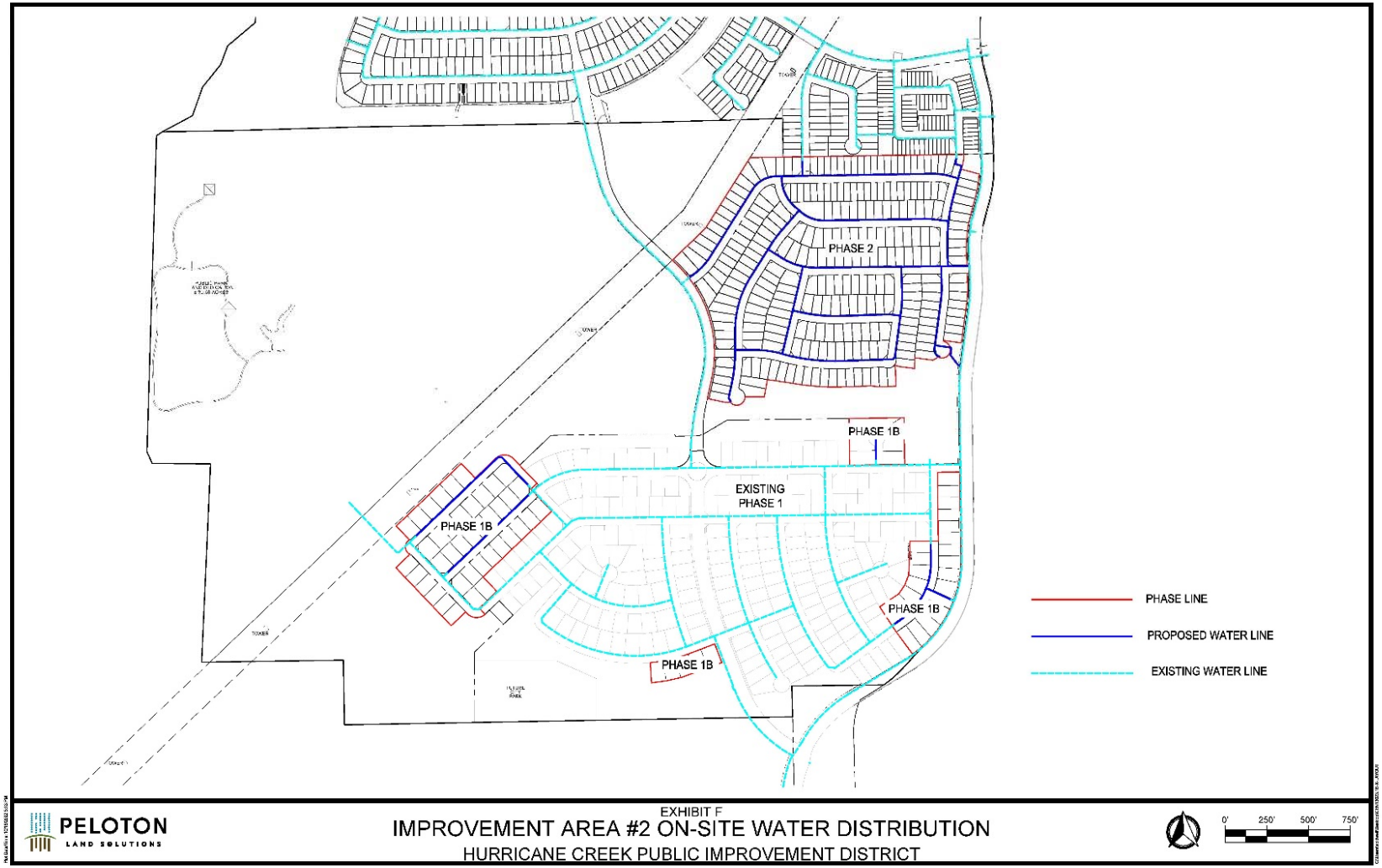


EXHIBIT F

IMPROVEMENT AREA #2 ON-SITE WATER DISTRIBUTION

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

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 RECORDING[1] 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**

Footn*otes* *:*

[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 RECORDING[1] 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 RECORDING[1] 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 RECORDING[1] 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 §
§
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 - 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 RECORDING[1] 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 §
§
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 - IMPROVEMENT AREA #2 INITIAL PARCEL

	Improvement Area #2 Bond					Major Improvement Area Bond					
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment[a]
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.

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 RECORDING[1] 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 §
§
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 3

	Improvement Area #2 Bond					Major Improvement Area Bond						
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual 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.

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 RECORDING[1] 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 §
§
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 4

	Improvement Area #2 Bond					Major Improvement Area Bond						
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual 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.

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 RECORDING[1] 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 §
§
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 5

	Improvement Area #2 Bond					Major Improvement Area Bond					
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment[a]
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.

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 RECORDING[1] 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 §
§
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

	Improvement Area #2 Bond					Major Improvement Area Bond					
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual 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 RECORDING[1] 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

	Improvement Area #2 Bond					Major Improvement Area Bond					
Annual Installments Due 1/31	Principal	Interest [b]	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest [c]	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment[a]
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.

Item No. 7.s.

City Council Agenda
Staff Report

Meeting Date:	12/13/2022
Staff Contact:	Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on adoption of an Ordinance authorizing the issuance of the "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)"' approving and authorizing an Indenture of Trust, A Bond Purchase Agreement, A Limited Offering Memorandum, A Continuing Disclosure Agreement and Other Agreements and Documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date." (Director of Economic Development Joey Grisham)

SUMMARY:

This item includes an Ordinance authorizing the issuance of Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) .

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. Hurricane Creek PID 2022 (IA#2) Bond Ordinance v3

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 12/6/2022
Final Approval - 12/8/2022

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA

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

1. The City Council (the "Council") of the City convened in a regular meeting on December 13, 2022, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

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

Jim Proce, City Manager
Carrie L. Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ANNA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

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

3. The Council has approved and hereby approves the Ordinance; and the Mayor (or Mayor Pro-Tem) and City Secretary hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON DECEMBER 13, 2022

Carrie L. Land, City Secretary

Nate Pike, Mayor

(City Seal)

CITY OF ANNA

ORDINANCE NO. ____-2022

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ANNA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Anna, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the "Hurricane Creek Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act, the City Council of the City (the "Council") published notice of the assessment hearing in a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City, and opened a public hearing on December 13, 2022, regarding the levy of special assessments within the District, and the City Council convened the hearing on December 13, 2022; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 13, 2022 and, on such date, the Council adopted an ordinance levying such special assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (as defined in the Assessment Ordinance) relating to the District and levied the Assessments (as defined in the Indenture (defined below)) against the Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues (as defined in the Indenture); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying the Costs (as defined in the Indenture), (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements (as defined in the Indenture), (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 Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #2 Projects, (ii) the form, terms and provisions of the

Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), (v) a Continuing Disclosure Agreement (defined below), (vi) the form, terms and provisions of a Landowner Agreement (defined below), and (vii) the form, terms and provisions of a Funding and Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of [$_____] for the purpose of (i) paying the Costs, (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, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of December 15, 2022, between the City and Regions Bank, an Alabama state banking corporation with offices in Houston, Texas, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro-Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be registered as to both principal and interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase Agreement"), dated the date

hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement. The Mayor's or Mayor Pro-Tem's signature on the Purchase Agreement may be attested by the City Secretary. The Initial Bond shall be registered in the name of the Underwriter.

Section 4. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Limited Offering Memorandum") are hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the Mayor and Mayor Pro-Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the Improvement Area #2 Projects, the Developer or its financial ability, any builders, any landowners or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The 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 (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and Regions Bank is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro-Tem, such approval to be evidenced by the execution thereof.

Section 6. Landowner Agreement. That certain Hurricane Creek Public Improvement District Improvement Area #2 Landowner Agreement (the "Landowner Agreement"), between the City and the entity defined in the Landowner Agreement as the "Landowner" is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the Mayor and Mayor Pro-Tem is each hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance and

approved by the Mayor or Mayor Pro-Tem, such approval to be evidenced by the execution thereof.

Section 7. Funding and Reimbursement Agreement. That certain agreement titled Improvement Area #2 Funding and Reimbursement Agreement (the "Funding and Reimbursement Agreement") between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro-Tem is hereby authorized and directed to execute and deliver such Funding and Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and then as approved by the Mayor or Mayor Pro-Tem, such approval to be evidenced by the execution thereof. The Mayor's or Mayor Pro-Tem's signature on the Funding and Reimbursement Agreement may be attested by the City Secretary.

Section 8. Additional Actions. The Mayor, Mayor Pro Tem, Deputy Mayor Pro-Tem, the City Manager, the Finance Director and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, Deputy Mayor Pro-Tem, the City Manager, the Finance Director and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

EXHIBIT A

INDENTURE OF TRUST

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)

TABLE OF CONTENTS

Page

ARTICLE I – DEFINITIONS, FINDINGS AND INTERPRETATION 4

Section 1.1. Definitions..... 4
Section 1.2. Findings..... 12
Section 1.3. Table of Contents, Titles and Headings..... 13
Section 1.4. Interpretation..... 13

ARTICLE II – THE BONDS..... 13

Section 2.1. Security for the Bonds. 13
Section 2.2. Limited Obligations. 14
Section 2.3. Authorization for Indenture. 14
Section 2.4. Contract with Owners and Trustee. 14

ARTICLE III – AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS 14

Section 3.1. Authorization. 14
Section 3.2. Date, Denomination, Maturities, Numbers and Interest. 15
Section 3.3. Conditions Precedent to Delivery of Bonds..... 15
Section 3.4. Medium, Method and Place of Payment..... 16
Section 3.5. Execution and Registration of Bonds. 17
Section 3.7. Ownership..... 18
Section 3.8. Registration, Transfer and Exchange..... 18
Section 3.9. Cancellation. 19
Section 3.10. Temporary Bonds..... 19
Section 3.11. Replacement Bonds. 20
Section 3.12. Book-Entry-Only System..... 21
Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System. 22
Section 3.14. Payments to Cede & Co..... 22

ARTICLE IV – REDEMPTION OF BONDS BEFORE MATURITY 22

Section 4.1. Limitation on Redemption. 22
Section 4.2. Mandatory Sinking Fund Redemption..... 22
Section 4.3. Optional Redemption..... 24
Section 4.5. Partial Redemption..... 24
Section 4.6. Notice of Redemption to Owners. 25
Section 4.7. Payment upon Redemption..... 26
Section 4.8. Effect of Redemption..... 26

ARTICLE V – FORM OF THE BONDS 26

Section 5.1. Form Generally..... 26
Section 5.2. Form of the Bonds. 27
Section 5.3. Cusip Registration..... 35
Section 5.4. Legal Opinion. 35

ARTICLE VI – FUNDS AND ACCOUNTS 35

Section 6.1. Establishment of Funds and Accounts. 35
Section 6.2. Initial Deposits to Funds and Accounts. 37
Section 6.3. Pledged Revenue Fund. 37
Section 6.4. Bond Fund. 39
Section 6.5. Project Fund. 39
Section 6.6. Redemption Fund. 41
Section 6.7. Reserve Fund. 42
Section 6.8. Rebate Fund: Rebatable Arbitrage. 44
Section 6.9. Administrative Fund. 44
Section 6.10. Investment of Funds. 44

ARTICLE VII – COVENANTS 46

Section 7.1. Confirmation of Assessments. 46
Section 7.2. Collection and Enforcement of Assessments. 46
Section 7.3. Against Encumbrances. 47
Section 7.4. Records, Accounts, Accounting Reports. 47
Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds. 47

ARTICLE VIII – LIABILITY OF CITY 50

Section 8.1. Liability of City 50

ARTICLE IX – THE TRUSTEE 51

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent. 51
Section 9.2. Trustee Entitled to Indemnity. 52
Section 9.3. Responsibilities of the Trustee. 52
Section 9.4. Property Held in Trust. 54
Section 9.5. Trustee Protected in Relying on Certain Documents. 54
Section 9.6. Compensation. 54
Section 9.7. Permitted Acts. 55
Section 9.8. Resignation of Trustee. 55
Section 9.9. Removal of Trustee. 55
Section 9.10. Successor Trustee 56
Section 9.11. Transfer of Rights and Property to Successor Trustee 57
Section 9.12. Merger, Conversion or Consolidation of Trustee. 57
Section 9.13. Trustee to File Continuation Statements. 57
Section 9.14. Accounts, Periodic Reports and Certificates. 58
Section 9.15. Construction of Indenture. 58
Section 9.16. Offering Documentation. 58

ARTICLE X – MODIFICATION OR AMENDMENT OF THIS INDENTURE 58

Section 10.1. Amendments Permitted. 58
Section 10.2. Owners' Meetings. 59
Section 10.3. Procedure for Amendment with Written Consent of Owners. 59
Section 10.4. Procedure for Amendment not Requiring Owner Consent. 60
Section 10.5. Effect of Supplemental Indenture. 60
Section 10.6. Endorsement or Replacement of Bonds Issued after Amendments. 61
Section 10.7. Amendatory Endorsement of Bonds. 61

Section 10.8. Waiver of Default. 61
Section 10.9. Execution of Supplemental Indenture. 61

ARTICLE XI – DEFAULT AND REMEDIES 62

Section 11.1. Events of Default. 62
Section 11.2. Immediate Remedies for Default. 62
Section 11.3. Restriction on Owner's Action. 63
Section 11.4. Application of Revenues and Other Moneys after Default. 64
Section 11.5. Effect of Waiver. 65
Section 11.6. Evidence of Ownership of Bonds. 65
Section 11.7. No Acceleration. 66
Section 11.8. Mailing of Notice. 66
Section 11.9. Exclusion of Bonds. 66

ARTICLE XII – GENERAL COVENANTS AND REPRESENTATIONS 66

Section 12.1. Representations as to Trust Estate. 66
Section 12.2. General. 66

ARTICLE XIII – SPECIAL COVENANTS 67

Section 13.1. Further Assurances; Due Performance. 67
Section 13.2. Other Obligations or Other Liens; Refunding Bonds. 67
Section 13.3. Books of Record. 67

ARTICLE XIV – PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE 68

Section 14.1. Trust Irrevocable. 68
Section 14.2. Satisfaction of Indenture. 68
Section 14.3. Bonds Deemed Paid. 68

ARTICLE XV - MISCELLANEOUS 69

Section 15.1. Benefits of Indenture Limited to Parties. 69
Section 15.2. Successor is Deemed Included in all References to Predecessor. 69
Section 15.3. Execution of Documents and Proof of Ownership by Owners. 69
Section 15.4. No Waiver of Personal Liability. 70
Section 15.5. Notices to and Demands on City and Trustee. 70
Section 15.6. Partial Invalidity 71
Section 15.7. Applicable Laws. 71
Section 15.8. Payment on Business Day 71
Section 15.9. Reimbursement Agreement Amendments and Supplements. 71
Section 15.10. Counterparts. 71
Section 15.11. Texas Government Code Verifications. 71

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 372.0l6(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 372.0l6(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 372.0l6(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 $1,000 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.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*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 Account 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 Improvement Area #2 Funding and Reimbursement Agreement, Hurricane Creek Public Improvement District, by and between the City and the Developer, dated as of December 15, 2022, 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) an optional redemption pursuant to Section 4.3 or (2) 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 September 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:

Year	Principal Amount	Interest Rate
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__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
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 $1,000 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 $1,000 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 $1,000. 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 $1,000, 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	United States of America	REGISTERED
NO. _____	State of Texas	$_____

CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #2 PROJECT)

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP NUMBER
_____%	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 September 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 $1,000 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__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__*	

_____

* Stated Maturity.

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
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 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 principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date 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 sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and 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 shall be reduced in integral multiples of $1,000 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 $1,000 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 $1,000. 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 $1,000, 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	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

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:

Year	Principal Amount	Interest Rate"

(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.

(i) The following Account is hereby created and established under the Bond Fund:

(A) Principal and Interest Account; and

(B) Capitalized Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #2 Bond Improvement Account;

(B) Improvement Area #2 Developer Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(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 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, 2024, 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.

(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 $1,000, 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 the 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 permissib1e 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 proposes 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;

(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; 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 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 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.

[Remainder of page left blank intentionally]

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

EXHIBIT B

BOND PURCHASE AGREEMENT

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

BOND PURCHASE AGREEMENT

December 13, 2022

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Anna, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and Regions Bank, an Alabama state banking corporation with offices in Houston, Texas, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project")" (the "Bonds"), at a purchase price of $_____ representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges

and agrees that (i) the purchase and placement of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #2 Improvements (as defined in the Service and Assessment Plan) financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated December 30, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 30, 2022 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on December 13, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of December 15, 2022, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within Improvement Area #2 of the Hurricane Creek Public Improvement District (the "District"). The District was established by Resolution No. 2018-11-506 (the "Creation Resolution"), enacted by the City Council on November 13, 2018, in accordance with the Act.

An amended and restated Service and Assessment Plan (as so updated, the "Service and Assessment Plan") which sets forth the costs of the Improvement Area #2 Improvements and the method of payment of the Assessments levied against assessable property located within Improvement Area #2 of the District, was approved pursuant to an assessment ordinance adopted

by the City Council on December 13, 2022 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying 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.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds. On or before the fifth (5^{th}) business day prior to Closing, the Underwriter shall executed and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated November 30, 2022 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the placement of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate

delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "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), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors")as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement between the City and CADG Hurricane Creek, LLC, a Texas limited liability company (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");

(4) Improvement Area #2 Funding and Reimbursement Agreement Hurricane Creek Public Improvement District, effective December 13, 2022, and executed and delivered by the City and the Developer (the "Funding & Reimbursement Agreement");

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 15, 2022 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, P3Works, LLC (the "Administrator"), and Regions Bank, an Alabama state banking corporation, as Dissemination Agent; and

(6) the Improvement Area #2 Landowner Agreement dated as of December 13, 2022 executed by the City and the Developer (the "Landowner Agreement");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Funding & Reimbursement Agreement, (5) the Landowner Agreement, (6) the City Continuing Disclosure Agreement, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the "City Documents").

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid

and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such

Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been or will be levied by the City on the date hereof in accordance with the Act on those parcels of land identified in the Improvement Area #2 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "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), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE."

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "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), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE;" and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton, L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full

force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Boghetich Law, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Funding & Reimbursement Agreement, the Landowner Agreement and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 15, 2022 executed and delivered by the Developer, Regions Bank, as dissemination agent, and P3Works, LLC (the "Continuing Disclosure Agreement of the Developer,") and together with the Developer Letter of Representations, the Development Agreement, the Funding & Reimbursement Agreement and the Landowner Agreement, (the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #2 Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase and place the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either

the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or order (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or no-action letter by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the

City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal or interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred;

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the United States Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the

Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of, payment for, and placement of the Bonds by the Underwriter on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, which provides that the Underwriter may rely upon the opinion of Bond Counsel delivered in accordance with the provisions of Section 9(a) hereof, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that 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 subcaptions "The City's Compliance with Prior Undertakings" and "The Developer"), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL

INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Funding & Reimbursement Agreement, the Landowner Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the Underwriter's Counsel, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such persons, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee was founded as an Alabama state banking corporation organized under the laws of the State of Alabama, and has not been dissolved, cancelled, or terminated, and has the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond

Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the

Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District attached as Appendix E to the Limited Offering Memorandum.

(p) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Assessment Ordinance and Landowner Agreement. Evidence that (i) the Assessment Ordinance, including the Assessment Roll for Improvement Area #2 of the District and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed and (ii) the Landowner Agreement have been filed of record in the real property records of Collin County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of Simmons Bank consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of its lien to the lien create by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, the opinion of Bond Counsel described in Section 9(a) hereof, and any documents to be provided by the Developer.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has sold all the Bonds of each maturity to the Purchaser on or before the date of the Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth herein. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The Underwriter confirms that no other entity has participated in the initial placement of the Bonds with the Purchaser.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the

Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's fee applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Anna, Texas, 111 N. Powell Parkway, Anna, Texas 75409, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase and placement of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. 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.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, 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 State or Federal law and excludes the Underwriter and each of 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.

25. Verification Regarding Energy Company Boycotts. To the extent this 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 Underwriter 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 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," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), 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 and state law; or (B) does business with a company described by (A) above.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this 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 Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any does not contravene applicable Federal or Texas law.

As used in the foregoing verification, and the following definitions,

(a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (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,

(b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as 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 (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

"firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any 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.

27. Affiliate. As used in Section 23 through 26, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor

SCHEDULE I

$[PAR AMOUNT]
CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Interest Accrues From: Date of Delivery

$_____ ____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (c)]

$_____ ____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (c)]

$_____ ____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (b) (c)]

$_____ ____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (b) (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the 10% test, and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 1, 20__ 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 in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund and extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Term Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__*	

$_____Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__*	

* Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

December 13, 2022

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Anna, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and placement of the $[PAR AMOUNT] "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the City has agreed to sell the Bonds to the Underwriter, and the Underwriter has agreed to purchase the Bonds from the City and use its best efforts to place the Bonds on behalf of the City. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution sale, and delivery of the Bonds to the Underwriter and the purchase and placement of the Bonds by the Underwriter, the undersigned, CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used and not otherwise defined in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Sale and Placement of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understand, and hereby confirm, that the

Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Improvement Area #2 Improvements and the Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE."

1. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) the Development Agreement;

(c) the Funding and Reimbursement Agreement;

(d) the Landowner Agreement; and

(e) the Continuing Disclosure Agreement of the Developer;

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

2. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE — Status of Development and Plan of Finance," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE — The Developer," and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer" is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #2 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

3. Indemnification.

The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Status of Development and Plan of Finance," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE — The Developer" and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(a) Promptly after receipt by an indemnified party under the paragraph above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so

to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

4. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

5. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signatures to Follow]

CADG HURRICANE CREEK, LLC, a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
its Sole managing Member

By: MMM Ventures, LLC
a Texas limited liability company
its Manager

By: 2M Ventures, LLC
a Delaware limited liability company
its Manager

By:_____
Printed Name: _____
Title: _____

APPENDIX B

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., hereby certifies with respect to the as set forth below with respect to the $[PAR AMOUNT] City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) ("the "Bonds") issued by the City of Anna, Texas (the "Issuer"), hereby certifies, based on its records and information, as follows:

1. The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

2. A copy of the pricing wires or equivalent communication for the Bonds is attached to this certificate as Schedule A.

3. For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

4. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this December 30, 2022.

FMSbonds, Inc.

By:_____

Name:_____

Title:_____

SCHEDULE A

SALE PRICES OF THE BONDS

(*Attached*)

APPENDIX C

[LETTERHEAD OF WOLFE, TIDWELL & MCCOY, LLP]

December 30, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75218

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Anna, Texas (the "City") for limited purposes, and are rendering this opinion in connection with the issuance and sale of $[PAR AMOUNT] "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the "City Council") on December 13, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of December 15, 2022 (the "Indenture") by and between the City and Regions Bank, an Alabama state banking corporation, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The Resolution No. 2018-11-506 (the "Creation Resolution"), enacted by the City Council on November 13, 2018.

(b) The Ordinance No. _____, adopted by the City Council on December 13, 2022 (the "Assessment Ordinance").

(c) The Bond Ordinance.

(d) The Indenture.

(e) That First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement between the City and CADG Hurricane Creek, LLC, a Texas limited liability company (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").

(f) That certain Continuing Disclosure Agreement of Issuer, dated as of December 15, 200, executed and delivered by the City, P3Works, LLC (the "Administrator"), and Regions Bank, an Alabama state banking corporation (the "Dissemination Agent").

(g) That certain Improvement Area #2 Funding and Reimbursement Agreement Hurricane Creek Public Improvement Area effective December 13, 2022, and executed and delivered by the City and the Developer (the "Funding and Reimbursement Agreement").

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "City Documents."

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #2 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's

performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

8. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

9. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" and "– Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS – Litigation – The City" and "CONTINUING DISCLOSURE – The City" is a fair and accurate summary of the law relating to collection and enforcement of Assessments and the documents and facts summarized therein.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

WOLFE, TIDWELL & MCCOY, LLP
ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF BOGETICH LAW PLLC]

December 30, 2022

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 72034

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to CADG Hurricane Creek, LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the City of Anna, Texas (the *"City"),* of $[PAR AMOUNT] City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of December 15, 2022 (the *"Indenture"),* by and between the City and Regions Bank, an Alabama state banking corporation, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Villages of Hurricane Creek" (the *"Development")* located in the City of Anna, Texas (the "*City*").

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated December 13, 2022 (the *"Bond Purchase Agreement"),* between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

1) the Development Agreement;

2) the Funding and Reimbursement Agreement;

3) the Landowner Agreement;

4) the Continuing Disclosure Agreement of Developer;

5) the Developer Letter of Representations dated as of December 30, 2022;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "Developer Certificate");

(c) The Preliminary Limited Offering Memorandum, dated November 30, 2022, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(d) The final Limited Offering Memorandum, dated December 13, 2022, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"); and

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform

its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is a Texas limited liability company duly formed, validly existing under the laws of the State of Texas and qualified to transact business as a Texas limited liability company in good standing under the laws of the State of Texas.

2. The Developer has the limited liability company power and authority under the Texas Business Organizations Code and the Developer Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Texas, the Texas Business Organizations Code and the Developer Basic Documents.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i)violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

6. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which

have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Status of Development and Plan of Finance," "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, each as defined in the Limited Offering Memorandum)," "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer," and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its Counsel, of the City and its counsel, and with representatives of the Developer at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificates, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

_____

Travis Boghetich

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

CADG Hurricane Creek, LLC, a Texas limited liability company ("Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of Developer have provided information to the City of Anna, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated November 30, 2022 and Limited Offering Memorandum dated December 13, 2022 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

(a) the Developer Letter of Representation;

(b) the Development Agreement;

(c) the Funding and Reimbursement Agreement;

(d) the Landowner Agreement; and

(e) the Continuing Disclosure Agreement of the Developer.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Status of Development and Plan of Finance," "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," "CONTINUING DISCLOSURE — The Developer," and "CONTINUING DISCLOSURE — The Developer's Compliance with Prior Undertakings" and certifies that the same 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 therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon Developer or any portion of the Development that would materially and adversely affect Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #2 of the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which Developer is a party or to which Developer or any of its property or assets is subject.

12. Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. Developer has no knowledge of any physical condition of the Development owned or to be developed by Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

14. For the purposes of the provisions of Section 13.2(d) of that certain Indenture of Trust dated March 15, 2019 relating the City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Major Improvement Project), the Developer hereby certifies that builder contracts have been executed for 100% of the lots in Improvement Area #2 of the District.

[Signatures to Follow]

Dated: December 30, 2022

DEVELOPER:

CADG HURRICANE CREEK, LLC, a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
its Sole managing Member

By: MMM Ventures, LLC
a Texas limited liability company
its Manager

By: 2M Ventures, LLC
a Delaware limited liability company
its Manager

By:_____
Printed Name: Mehrdad Moayedi
Title: Manager

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

December 30, 2022

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

FMSbonds, Inc.
100 Crescent Court, Suite 700
Dallas, Texas 75201

Regions Bank
3773 Richmond Avenue
Suite 1100
Houston, Texas 77046

Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

Re: City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, Integra Realty Resources - Dallas, appraiser of (i) the undeveloped property contained in Hurricane Creek Public Improvement District ("District"), does hereby represent the following:

1. On behalf of Integra Realty Resources - Dallas, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated November 30, 2022, and the Limited Offering Memorandum for the Bonds, dated on or about December 13, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Anna, Texas, as described above. The information I have provided is the real estate appraisal of the property in the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 30, 2022) which would render any such information in the Limited Offering Memorandum

untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES - DALLAS

_____

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF P3 WORKS, LLC]

DECEMBER 30, 2022

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

Re: City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative, of P3 Works, LLC, consultant in connection with the creation and administration by the City of Anna, Texas (the "City"), of Hurricane Creek Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of P3 Works, LLC, I have supplied certain information contained in the Preliminary Limited Offering Memorandum, dated November 30, 2022 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about December 13, 2022 (the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information I provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and " — Assessment Amounts," and "ASSESSMENT AND COLLECTION DATA FOR THE DISTRICT" (b) under the caption "THE ADMINISTRATOR" and (c) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 30, 2022) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

P3 WORKS, LLC

By: _____
Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

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) 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.

(iv) 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.

(v) 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.

(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, a 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.

(vii) 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:

(viii) 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.

(ix) 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).

(x) 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.

(xi) 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 insures 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

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 NOSs: [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

* Excluding Audited Financial Statements of the Issuer

Bond Proceed Balance, if any	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

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)

Debt Service Requirements on the Bonds			
Year Ending (September 30)	Principal	Interest	Total

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)

Top Assessment Payers in Improvement Area #2 of the District [(1)]		
Property Owner	Outstanding Assessments	Percentage of Total Assessments

[(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

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

[(1)] Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

Section 4(a)(ix)

Annual Installments Delinquent as of September 1 of Fiscal Year [(1)]		
Parcel Number		

[(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

History of Prepayment of Assessments				
Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$

[MARCH 1 OF CURRENT YEAR] [(1)]		$		$

[(1)] As of _____, 20__.

Section 4(a)(xi)

Foreclosure History Related to the Assessments				
Time Period	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[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*

Date	Delinquency Clock (Days)	Activity
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.**

* 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.

		If there are over 5% delinquencies or if there is 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.

EXHIBIT D

LANDOWNER AGREEMENT

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 LANDOWNER AGREEMENT

This **HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, 2022 between the City of Anna, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and CADG Hurricane Creek, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, Landowner owns all of the Improvement Area #2 Assessed Property located within the property described by the metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner's Parcel").

WHEREAS, the Landowner's Parcel is located (i) within the Hurricane Creek Public Improvement District (the "District") and (ii) within the corporate limits of the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Improvement Area #2 Projects (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Hurricane Creek Public Improvement District 2022 Amended & Restated Service and Assessment Plan included as an **Exhibit A** to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each parcel of Improvement Area #2 Assessed Property in the District (as identified in the Service and Assessment Plan**)** that will be pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of certain Improvement Area #2 Projects that will benefit the Improvement Area #2 Assessed Property; and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel, as shown on **Exhibit I,** and the location and development of the Improvement Area #2 Improvements on the Landowner's Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Improvement Area #2 Assessment levied by the City on the Landowner's Parcel within the District as shown on the assessment roll attached as Appendix I-1 to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Improvement Area #2 Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Improvement Area #2 Assessment levied on the Improvement Area #2 Assessed Property within the District, as such Improvement Area #2 Assessment is shown on the Assessment Roll;

(iii) each Improvement Area #2 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Improvement Area #2 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Improvement Area #2 Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Improvement Area #2 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Improvement Area #2 Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Improvement Area #2 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Improvement Area #2 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner's Parcel may pay at any time the entire Improvement Area #2 Assessment, with interest that has accrued on the Improvement Area #2 Assessment, including on any lot within the Landowner's Parcel;

(ix) the Annual Installments of the Improvement Area #2 Assessments may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Improvement Area #2 Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Improvement Area #2 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Improvement Area #2 Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Collin County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.
OWNERSHIP AND CONSTRUCTION OF THE IMPROVEMENT AREA #2 IMPROVEMENTS

A. Ownership and Transfer of Improvement Area #2 Improvements. Landowner acknowledges that all of the Improvement Area #2 Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of the Improvement Area #2 Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Improvement Area #2 Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Improvement Area #2 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Improvement Area #2 Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Improvement Area #2 Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Improvement Area #2 Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement (as amended, the Development Agreement"), or other agreement, with respect to the Improvement Area #2 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Improvement Area #2 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Improvement Area #2 Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement

may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or the Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the levy of the Improvement Area #2 Assessments, or (ii) the construction of the Improvement Area #2 Improvements on those portions of the property within the District which are to be owned by the City as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning the Improvement Area #2 Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Improvement Area #2 Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Anna, Texas
Attn: City Manager
120 W. 7th Street
Anna, Texas 75409

With a copy to: City Attorney
Attn: Clark McCoy
Wolfe, Tidwell & McCoy, LLP

2591 Dallas Pkwy Ste 300
Frisco, TX 75034

To the Landowner: CADG Hurricane Creek, LLC
Attn: Mehrdad Moayedi
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Boghetich Law, PLLC
Attn: Travis Boghetich
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Improvement Area #2 Assessment revenues of the City or any part thereof to finance the costs of the Improvement Area #2 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Improvement Area #2 Assessment(s) against such Landowner's Parcel.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and each of 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. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under

common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this 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 Landowner 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 Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), 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 and state law; or (B) does business with a company described by (A) above. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this 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 Landowner 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 Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (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;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as 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 (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any 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 this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

M. Form 1295 Certificate. Landowner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Landowner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Landowner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by

the Landowner. The information contained in the Form 1295 completed by the Landowner has been provided solely by the Landowner and the City has not verified such information.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____, 2022

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022 by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER:

CADG Hurricane Creek, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Hurricane Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

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 20150529000063102O 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 20210120000126700 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 “PELOTON” found;

N 53° 43' 13" E, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 36° 16' 47" W, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 33° 07' 12" W, 131.90 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 55° 11' 09" E, 70.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 56° 29' 24" E, 66.49 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 34° 31' 32" E, 64.92 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 20° 40' 36" E, 64.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 03° 56' 49" E, 63.28 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 01° 32' 35" E, 138.83 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 13' 07" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 00° 46' 53" W, 410.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 14' 17" E, 135.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

N 69° 02' 12" E, 90.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” 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 “PELOTON” set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;)

THENCE S 46° 18' 49" W, 570.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 46° 18' 49" W, 145.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 46° 18' 49" E, 117.05 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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.

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by CADG Hurricane Creek, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The City Council of the City of Anna (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Hurricane Creek Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain Improvement Area #2 Projects (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any Improvement Area #2 Assessed Property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended, and as included in the most recent Annual Service Plan Update of the Service and Assessment Plan filed in the real property records of Collin County, Texas.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

CADG Hurricane Creek, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Hurricane Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Assessment Ordinance and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner, who is a Builder, shall attach the Recorded Notices and the final Assessment Roll for such Improvement Area #2 Assessed Property (or if the Assessment Roll is not available for such Improvement Area #2 Assessed Property, then a schedule showing the maximum 30-year payment for such Improvement Area #2 Assessed Property) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT E

FUNDING AND REIMBURSEMENT AGREEMENT

IMPROVEMENT AREA #2
FUNDING AND REIMBURSEMENT AGREEMENT

Hurricane Creek Public Improvement District

This **IMPROVEMENT AREA #2 FUNDING AND REIMBURSEMENT AGREEMENT** (this "Agreement") is entered into effective this _____ day of _____, 2022, between the **CITY OF ANNA, TEXAS**, a home rule municipality located in Collin County, Texas (the "City"), and **CADG HURRICANE CREEK, LLC**, a Texas limited liability company (the "Developer").

SECTION 1
RECITALS

WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2 of this Agreement; and

WHEREAS, Developer is the developer of tracts of land located within the corporate limits of the City, containing, collectively, approximately 368.2 acres, and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, on November 13, 2018, the City Council passed and approved the PID Creation Resolution creating the PID pursuant to the authority of the Act, encompassing all of the District, but no other land; and

WHEREAS, the PID Creation Resolution identified, defined and authorized the public improvement projects that will promote the interests of the City and will confer a special benefit on the District; and

WHEREAS, the District is being developed in phases; and

WHEREAS, the Parties estimate that the total cost of the Improvement Area #2 Improvements needed to develop the Improvement Area #2 Assessed Property, are listed with approximate dollar amounts as shown in Exhibit D attached hereto and incorporated herein for all purposes; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall exercise its powers under Chapter 372, Texas Local Government Code, to provide financing arrangements that will enable the Developer, in accordance with the procedures and requirements of the Act and this Agreement, to fully develop the Improvement Area #2 Assessed Property and be reimbursed for a specified portion of the public improvement projects using the Bond Proceeds; and

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for issuing the Improvement Area #2 Bonds, the Developer's compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Improvement Area #2 Indenture, shall use best efforts to (i) adopt a SAP; (ii) adopt one or more assessment ordinances; and (iii) issue an aggregate principal amount of Improvement Area #2 Bonds estimated to be $_____ for the purpose of financing the Improvement Area #2 Improvements in accordance with the SAP and reimbursing the Developer for that portion of the Improvement Area #2 Improvements, including, without limitation, the Developer's costs to create the PID, heretofore funded or to be funded by Developer; and

WHEREAS, prior to the issuance of the Improvement Area #2 Bonds owners of the Improvement Area #2 Assessed Property shall have executed and delivered a Landowner Agreement to the City; and

WHEREAS, the Developer will construct the Improvement Area #2 Improvements set forth in the SAP on or otherwise serving the Improvement Area #2 Assessed Property; and

WHEREAS, the City has passed and approved an Assessment Ordinance and has approved a SAP as a part of the Assessment Ordinance; and

WHEREAS, the City and the Developer have agreed upon a budget (the "Budgeted Costs") of the Actual Costs of the Improvement Area #2 Improvements as set forth on Exhibit D; and

WHEREAS, the SAP will apportion the Actual Costs of the Improvement Area #2 Improvements to the Improvement Area #2 Assessed Property as set forth on an assessment roll in the Assessment Ordinance; and

WHEREAS, the Assessment Ordinance will levy the Actual Costs of the Improvement Area #2 Improvements as Special Assessments against the Improvement Area #2 Assessed Property in the amounts set forth on an assessment roll in the Assessment Ordinance; and

WHEREAS, Special Assessments will be due and payable as described in the SAP; and

WHEREAS, the Actual Costs of the Improvement Area #2 Improvements payable from the Special Assessments as set forth in this Agreement may be paid by the issuance and sale of bonds under Section 372.024 of the Act; and

WHEREAS, the City Council intends to pass and approve one or more Bond Ordinances pursuant to the authority of Section 372.024 of the Act and in accordance with Subtitles A and C, Title 9, of the Texas Government Code; and

WHEREAS, Bond Proceeds will be deposited into the Project Fund and disbursed for (i) the payment of the Bond Issuance Costs, (ii) reimbursement of the Developer for that portion of the Actual Costs of the Improvement Area #2 Improvements, including, without limitation, the Developer's costs to create the PID, that Developer has funded out of pocket from its own funds, and (iii) funding of a portion of all of the Actual Costs of the Improvement Area #2 Improvements; and

WHEREAS, following the sale of the Improvement Area #2 Bonds and the construction of the Improvement Area #2 Improvements, the Parties agree that they may enter into further agreements providing for the financing of additional phases of the development and the assessment of the portion of development benefitting from such development; and

WHEREAS, these recitals are incorporated into and made a part of this Agreement for all purposes; and

WHEREAS, all resolutions and ordinances referenced in this Agreement, together with all other documents referenced in this Agreement, are incorporated into this Agreement for all purposes as if such resolutions, ordinances and other documents were set forth in their entirety in or as exhibits to this Agreement; and

WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated

as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council.

NOW THEREFORE, for and in consideration of the mutual obligations of the City and the Developer set forth in this Agreement, the City and the Developer agree as follows:

SECTION 2.
DEFINITIONS

"Act" means Chapter 372, Texas Local Government Code, as amended.

"Actual Costs" has the meaning given such term in the SAP.

"Assessment Ordinance" means the ordinance passed and approved by the City Council on the date hereof for the purposes of levying the Actual Costs of the Improvement Area #2 Projects as Special Assessments against the Improvement Area #2 Assessed Property in the amounts set forth therein.

"Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Special Assessments.

"Authorized Improvements" shall have the meaning assigned such term in the SAP.

"Bond Closing" means the issuance and delivery, by the City, of the Improvement Area #2 Bonds.

"Bond Issuance Costs" shall have the meaning assigned such term in the SAP.

"Bond Ordinance" means the ordinance adopted by the City Council on the date hereof authorizing the issuance of the Improvement Area #2 Bonds.

"Bond Par Amount" means the cumulative face amount of issued and delivered Improvement Area #2 Bonds, equal to $10,300,000.00.

"Bond Proceeds" means the proceeds derived from the issuance and sale of the Improvement Area #2 Bonds that are deposited and made available to pay Actual Costs, District Formation Expenses, and Bond Issuance Costs in accordance with the Improvement Area #2 Indenture.

"Budgeted Costs" has the meaning given such term in the Recitals.

"Certificate for Payment" means a certificate (substantially in the form of Exhibit C-1 or as otherwise approved by the Developer and the City Representative) executed by a person approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the Trustee), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the Project Fund.

"City Council" means the governing body of the City.

"City Representative" means the person authorized by the City Council to undertake the actions referenced herein. As of the Effective Date, the City Representative is the City Manager.

"Closing Disbursement Request" means a certificate (substantially in the form of Exhibit C-2 or as otherwise approved by the Developer and the City Representative) executed by a person approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the Trustee), specifying the Developer Advances which are to be reimbursed from Bond Proceeds.

"Default" has the meaning given such term in Section 4.6.1 of this Agreement.

"Developer Advances" mean advances made by the Developer to pay Actual Costs in accordance with Section 3 of this Agreement.

"Developer Continuing Disclosure Agreement" means any Continuing Disclosure Agreement of the Developer executed contemporaneously with the issuance and sale of Improvement Area #2 Bonds.

"Developer Deposit" means the amount of $_____ being deposited into the Improvement Area #2 Developer Improvement Account of the Project Fund at the time of Bond Closing and governed by the Improvement Area #2 Indenture.

"Development Agreement" means that certain First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as of 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 as then amended and in effect.

"District" means the tract of land located in the corporate limits of the City, containing, collectively, approximately 368.2 acres, and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

"District Formation Expenses" shall have the meaning assigned such term in the SAP.

"Effective Date" has the meaning given such term in the Preamble to this Agreement.

"Failure" has the meaning given such term in Section 4.6.1 of this Agreement.

"Improvement Area #2 Assessed Property" means the means the second area to be developed within the District containing, approximately 69.1 acres, and being more particularly described in Exhibit B attached hereto and incorporated herein for all purposes.

"Improvement Area #2 Bonds" shall have the meaning assigned such term in the SAP.

"Improvement Area #2 Improvements" shall have the meaning assigned such term in the SAP.

"Improvement Area #2 Indenture" means the Indenture of Trust, between the City and the Trustee, pursuant to which the Improvement Area #2 Bonds are issued.

"Improvement Area #2 Projects" shall have the meaning assigned such term in the SAP.

"Maturity Date" means the final maturity date of the Improvement Area #2 Bonds.

"Party" means individually either City or Developer and "Parties" means collectively both the City and Developer.

"Pledged Revenue Fund" means the "Pledged Revenue Fund", including all accounts created within such fund, created pursuant to Section 6.1 of the Improvement Area #2 Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of the Special Assessments securing Improvement Area #2 Bonds issued and still outstanding.

"PID" means the Hurricane Creek Public Improvement District created by the PID Creation Resolution.

"PID Bond Net Amount" means an amount equal to (x) the Bond Par Amount, less (y) the District Formation Expenses and (z) Bond Issuance Costs.

"PID Creation Resolution" means City of Anna, Texas, Resolution No. 2018-11-506 passed and approved by the City Council on November 13, 2018.

"PID Payment Balance" means the unpaid principal balance owed the Developer for all Certificates of Payment.

"Project Fund" means the "Project Fund", including all accounts created within such fund, established by the City under the Improvement Area #2 Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds and any other funds authorized or required by the Improvement Area #2 Indenture.

"Reserve Fund" means the "Reserve Fund" created pursuant to Section 6.1 of the Improvement Area #2 Indenture.

"SAP" means the Hurricane Creek Public Improvement District Amended and Restated Service and Assessment Plan in form reasonably acceptable to Developer and approved as part of the Assessment Ordinance, as same may be amended by the City Council from time to time.

"Special Assessment(s)" means the special assessments levied against the Improvement Area #2 Assessed Property pursuant to the Assessment Ordinance and in accordance with the SAP for the payment of the Improvement Area #2 Bonds.

"Transfer" and "Transferee" have the meanings given such terms in Section 4.8 of this Agreement.

"Trustee" shall have the meaning assigned such term in the SAP, and as identified in the Improvement Area #2 Indenture.

SECTION 3.
FUNDING IMPROVEMENTS

3.1 Project Fund. The City, pursuant to the Bond Ordinance and in connection with this Agreement, is proceeding with the issuance and delivery of the Improvement Area #2 Bonds. The City shall deposit all Bond Proceeds and any other funds authorized or required by the Improvement Area #2 Indenture, including the Developer Deposit, into the Project Fund. Funds in the Project Fund shall only be used to pay District Formation Expenses, Bond Issuance Costs, and the Actual Costs of the Improvement Area #2 Improvements in accordance with the Improvement Area #2 Indenture. The Improvement Area #2 Indenture shall control in the event of any conflicts with this Agreement.

3.2 Improvement Area #2 Bonds. Provided that the Improvement Area #2 Bonds are issued and delivered and the Bond Proceeds from the Improvement Area #2 Bonds are deposited by the City in the Project Fund, the Developer will install and construct the Improvement Area #2 Improvements. Except as otherwise set forth in the preceding sentence, the Developer shall not be relieved of its obligation to construct or cause to be constructed the Improvement Area #2 Improvements, even if there are insufficient funds in the Project Fund to pay the Actual Costs of the Improvement Area #2 Improvements.

3.3 Payment of Actual Costs. The Bond Proceeds shall be used to pay (i) Actual Costs, up to the sum of the PID Bond Net Amount, (ii) the District Formation Expenses and (iii) Bond Issuance Costs, and except for the Developer Deposit, the Developer shall have no obligation to make Developer Advances unless the Bond Proceeds are insufficient to pay the Actual Costs of the Improvement Area #2 Improvements, in which case the Developer shall make Developer Advances to pay the deficit. The Developer shall also make Developer Advances to pay for cost overruns for Improvement Area #2 Improvements (after applying cost savings). The lack of Bond Proceeds shall not diminish the obligation of the Developer to pay Actual Costs; provided, however, the obligations of the Developer under this Section 3.3 are subject to the terms of Section 3.2 of this Agreement. The Developer may, in its discretion from time to time, elect to make Developer Advances to pay Actual Costs, for which Developer will be entitled to reimbursement pursuant to this Agreement. Bond Proceeds from Project Fund will be used first to pay for Actual Costs, and thereafter the Developer Deposit and Developer Advances shall be used to pay Actual Costs.

3.4 Disbursements at and after Bond Closing. The City and the Developer agree that from the Bond Proceeds, the City will direct the Trustee in writing under the Improvement Area #2 Indenture to pay at closing of the Improvement Area #2 Bonds the District Formation Expenses and Bond Issuance Costs in the amounts set forth on Exhibit D attached hereto. In order to receive an initial disbursement at the Bond Closing from Bond Proceeds for Actual Costs of the Improvement Area #2 Improvements, the Developer shall execute a Closing Disbursement Request to be delivered to the City (along with all accompanying documentation required by the City) no less than ten (10) business days prior to the scheduled date for the Bond Closing, and the City will direct the Trustee in writing under the Improvement Area #2 Indenture to pay at the Bond Closing the Actual Costs of the Improvement Area #2 Improvements set forth in the Closing Disbursement Request. In order to receive additional disbursements of Bond Proceeds or funds on deposit from Developer from the Project Fund, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review and inspection in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable City ordinances, codes and regulations and applicable plans therefore and with the terms of this Agreement and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. A cost overrun may be approved in the same manner as any cost underrun as set forth in Section 7.3 of the Development Agreement. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and inspection and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fourteen (14) calendar days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the Trustee with written instructions for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. If the City fails to approve or disapprove any Certificate of Payment within said 14-day period, the applicable Certificate of Payment shall be deemed approved following ten (10) calendar days from said 14-day deadline. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all

reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control. The City shall deliver the approved or partially approved Certificate for Payment to the Trustee with written instructions for payment, and after receipt of said written instructions or directive, the Trustee shall make the disbursements as quickly as practicable thereafter in accordance with the terms of the Improvement Area #2 Indenture.

3.5 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Improvement Area #2 Improvements; (2) the PID Payment Balance even if the PID Payment Balance is not paid in full on or before the Maturity Date; or (3) debt service on any Improvement Area #2 Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.6 Obligation to Pay. Subject to the provisions of Section 3.6 above and as determined solely by the City, if the Developer is current on the payment of all taxes, assessments and fees owed to the City, and (ii) the Developer is in then-current compliance with its obligations under this Agreement and the Developer Continuing Disclosure Agreement (if Improvement Area #2 Bonds are issued and remain outstanding), then following, as applicable, the City's approval of a Closing Disbursement Request or the inspection and approval of any portion of Improvement Area #2 Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and are unconditional and not subject to any defenses or rights of offset except as may be provided in the Improvement Area #2 Indenture. The City shall timely pay debt service on the Improvement Area #2 Bonds from the Pledged Revenue Fund created under Section 6.1 of the Improvement Area #2 Indenture, and, after depletion of such Pledged Revenue Fund, from the Reserve Fund.

3.7 Commencement and Completion of Construction. All Improvement Area #2 Improvements shall be constructed by or at the direction of the Developer in accordance with the City's applicable ordinances, codes and regulations, applicable plans therefor and this Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the installation and construction of Improvement Area #2 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ or hire/contract at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Improvement Area #2 Improvements to be conveyed to, and accepted by, the City from the Developer. If any Improvement Area #2 Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #2 Improvements. Inspection and acceptance of Improvement Area #2 Improvements will be in accordance with applicable City ordinances, codes and regulations.

3.8 Conveyance to the City; Security for Improvement Area #2 Improvements. Upon completion of the Improvement Area #2 Improvements, the Developer shall convey the Improvement Area #2 Improvements to the City, and, subject to the terms of Sections 3.7 and 3.9 of this Agreement, the City

shall approve and accept such conveyance. Prior to completion and conveyance to the City of any Improvement Area #2 Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's applicable subdivision regulations for the subject Improvement Area #2 Improvements, which maintenance bond shall be for a term of one (1) year from the date of final acceptance of the subject Improvement Area #2 Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject reasonably any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Improvement Area #2 Improvements to foreclosure, forfeiture or sale. In the event that any such lien and/or judgment with respect to the Improvement Area #2 Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred twenty percent (120%) percent of the disputed amount.

3.9 Ownership and Transfer of Improvement Area #2 Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Improvement Area #2 Improvements to be conveyed to, and accepted by, the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval prior to the scheduled conveyance. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Improvement Area #2 Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept the subject Improvement Area #2 Improvements until the Developer has cured the objections to the reasonable satisfaction of the City. The Developer shall provide all documents necessary to convey to the City all right, title and interest in and to the Improvement Area #2 Improvements, free and clear of all liens. The City shall issue a letter of acceptance for all Improvement Area #2 Improvements accepted by the City. Upon completion of all Improvement Area #2 Projects, any amounts remaining in the Project Fund shall be transferred pursuant to Section 6.3 of the Improvement Area #2 Indenture.

3.10 Pledged Revenue Fund. The City shall deposit Assessment Revenue from the collection of the Special Assessments securing the Improvement Area #2 Bonds issued and still outstanding in the Pledged Revenue Fund, except as otherwise provided in the Improvement Area #2 Indenture.

3.11 PID Bond Issuance. The issuance of Improvement Area #2 Bonds is subject to the following conditions:

(1) the adoption or amendment of an SAP and an assessment ordinance levying assessments on all or any portion of the Improvement Area #2 Assessed Property benefitted by such Improvement Area #2 Improvements in amounts sufficient to pay all costs related to such Improvement Area #2 Bonds;

(2) the Developer, at the request of the City, providing an appraisal report;

(3) approval by the Texas Attorney General of the Improvement Area #2 Bonds and registration of the Improvement Area #2 Bonds by the Comptroller of Public Accounts of the State of Texas;

(4) the Developer is not in default under this Agreement or any other agreement with the City;

(5) the Improvement Area #2 Improvements to be financed by the Improvement Area #2 Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement, if any, including any applicable City regulations;

(6) the maximum maturity for any Improvement Area #2 Bonds shall not exceed thirty (30) years from the date of delivery thereof; and

(7) the Developer agrees to provide periodic information and notices of material events regarding the Developer as it relates to the development of the Improvement Area #2 Assessed Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of Improvement Area #2 Bonds.

(8) the Improvement Area #2 Bonds are offered for sale by the Underwriter thereof in minimum denominations of $100,000 in a placement with a "qualified institutional buyer" as defined in Securities and Exchange Commission Rule 144A.

SECTION 4.
ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier of the (i) Maturity Date, or (ii) the date on which the PID Payment Balance is paid in full, such that the total of all such disbursements is not less than the full PID Bond Net Amount plus Developer Advances.

4.2 No Competitive Bidding. Construction of the Improvement Area #2 Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications for the Improvement Area #2 Improvements, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer's commencing construction of such Improvement Area #2 Improvements.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #2 Improvements. For a period of two (2) years after completion of the Improvement Area #2 Improvements, the Developer shall maintain proper books of record and account for the construction of the Improvement Area #2 Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

4.5 Mutual Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute

a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.5.2 If in connection with the issuance of Improvement Area #2 Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the Improvement Area #2 Bonds and will be, to the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #2 Improvements), the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Improvement Area #2 Bonds for federal income tax purposes.

4.5.3 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this Section 4.6, then such Failure shall constitute a "Default". If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.6.2 If the Developer is in Default, the City shall be limited to mandamus relief to compel actions required to be taken by the Developer under this Agreement, but in no event shall the City have any other recourse of any kind against the Developer or its officers, officials, employees or representatives, including but not limited to damages or other forms of monetary relief; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer from the Project Fund in accordance with this Agreement and the Improvement Area #2 Indenture.

4.6.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.6.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.7 Remedies Outside the Agreement. Except as otherwise provided in Section 4.6, nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee or any other person or entity involved in the design, installation or

construction of the Improvement Area #2 Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the rights or duties of the City or the Developer to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of property in the PID.

4.8 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title or interest of the Developer in and to payments of the PID Payment Balance (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). The rights of the Developer to Transfer are conditioned upon the Transferee agreeing, in writing, to assume the duties, obligations and rights being assigned and to be bound by the terms and conditions of this Agreement to the extent they apply to the duties, obligations or rights being assigned. A Transfer by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed Transfer or assignment agreement which shall include the information required by Section 4.11 and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive any payments under this Agreement, and from and after the effective date of any Transfer, the Developer shall be released from performing or benefiting from the duties, obligations and rights assigned. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice from the Developer. No Transfer shall increase the liability of, or impose additional liabilities upon, the City beyond what is specifically provided for herein or increase the duties or expenses of, or impose additional duties or expenses upon, the City beyond what is specifically provided for herein.

4.9 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third party rights-of-way, consents, or easements, if any, required for the Improvement Area #2 Improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain, pursuant to the provisions of Section 13.8 of the Development Agreement.

4.10 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. The substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

4.11 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as Federal Express or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) seventy-two (72) hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:

City of Anna
Attn: Jim Proce, City Manager
120 W. 7th Street
Anna, TX 75409

With a copy to:

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

To the Developer:

CADG Hurricane Creek, LLC
Attn: Mehrdad Moayedi
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to:

Boghetich Law, PLLC
Attn: Travis Boghetich
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any Party may change its address by delivering notice of the change in accordance with this section.

4.12 Amendment; Binding Agreement. This Agreement may only be amended by written agreement of the City and the Developer. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the City and the Developer.

4.13 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.14 Non-Waiver. The failure by a party to insist upon the strict performance of any provision of this Agreement by the other party, or the failure by a party to exercise its rights upon a Default by the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the provisions of this Agreement.

4.15 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer and Transferees.

4.16 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

[SIGNATURES FOLLOW ON THE NEXT PAGES]

CITY:

CITY OF ANNA, TEXAS,
a home rule municipality

ATTEST:

_____
Nate Pike, Mayor

_____
Carrie Land, City Secretary

(SEAL)

DEVELOPER:

CADG Hurricane Creek, LLC
a Texas limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of District

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°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.

EXHIBIT B

Legal Description of the Improvement Area #2 Assessed Property

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 20150529000063102O 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 “PELOTON” found;

N 53° 43' 13" E, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 36° 16' 47" W, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 33° 07' 12" W, 131.90 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 55° 11' 09" E, 70.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 56° 29' 24" E, 66.49 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 34° 31' 32" E, 64.92 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 20° 40' 36" E, 64.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 03° 56' 49" E, 63.28 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 01° 32' 35" E, 138.83 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 13' 07" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 00° 46' 53" W, 410.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 14' 17" E, 135.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

N 69° 02' 12" E, 90.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” 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 “PELOTON” set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8” iron rod with plastic cap stamped “PELOTON” 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 “PELOTON” 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 “PELOTON” found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;)

THENCE S 46° 18' 49" W, 570.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 120.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 46° 18' 49" W, 145.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 43° 41' 11" E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE N 46° 18' 49" E, 117.05 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” 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.

EXHIBIT B

EXHIBIT C-1

Form of Certificate for Payment

The undersigned, on behalf of CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer"), requests payment from the Project Fund from the City of Anna, Texas, a home rule municipality (the "City") in the amount of $_____ for labor, materials, fees and/or other general costs related to the acquisition, installation or construction of certain Improvement Area #2 Improvements pursuant to that certain Improvement Area #2 Funding and Reimbursement Agreement, dated _____, 2022, between the City and the Developer ("Funding Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment on behalf of the Developer and is knowledgeable as to the matters set forth herein. Capitalized terms not otherwise defined in this Certificate for Payment have the meanings given such terms in the Funding Agreement.

2. The payment requested for the below referenced Improvement Area #2 Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Improvement Area #2 Improvements below is a true and accurate representation of the Actual Costs associated with the acquisition, installation or construction of said Improvement Area #2 Improvements, and such costs are in compliance with the Funding Agreement and consistent with the SAP.

4. The Developer is in substantial compliance with the terms and provisions of the Funding Agreement, the Developer Continuing Disclosure Agreement, the Service and Assessment Plan and the Improvement Area #2 Indenture, if applicable.

5. All ad valorem taxes that the Developer owes and that are due and payable or that an entity the Developer controls owes and that are due and payable with respect to the Improvement Area #2 Assessed Property have been paid.

6. All conditions set forth in the Improvement Area #2 Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the Improvement Area #2 Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Improvement Area #2 Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. The Developer confirms that [based on the percentage of the Improvement Area #2 Improvements as of the date of this Certificate as verified by the City against the estimated costs from the SAP,] payment of the amounts requested in this Certificate for Payment, taking into account [all prior

payments for the Improvement Area #2 Improvements and] the amount of work related to the Improvement Area #2 Improvements remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in the [Improvement Area #2 Revenue Fund/ Project Fund] to fall below the amount necessary to complete the remaining Improvement Area #2 Improvements.

PAYMENTS REQUESTED ARE AS FOLLOWS:

Payee:
Work:
Amount:

Attached hereto are invoices, receipts, statements, purchase orders, change orders, notarized all bills paid affidavits for soft costs, lien releases, cancelled checks and similar instruments which support and validate the above requested payments.

DEVELOPER:

CADG Hurricane Creek, LLC,
a Texas limited liability company

By: _____

Name: _____

Its: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Improvement Area #2 Improvements (or its completed segment) covered by the certificate have been inspected by the City and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Project Fund to the Developer or to any person designated by the Developer.

CITY OF ANNA, TEXAS,
a home rule law municipality

By:_____

Printed Name:_____

Its:_____

EXHIBIT C-2

Form of Closing Disbursement Request

The undersigned, on behalf of CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer"), requests payment from the Project Fund from the City of Anna, Texas, a home rule municipality (the "City") in the amount of $_____ for costs and expenses incurred by Developer in connection with the Improvement Area #2 Improvements and/or District Formation Expenses and/or Bond Issuance Costs to be funded pursuant to that Improvement Area #2 Funding and Reimbursement Agreement, dated _____, 2022 ("Funding Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein. Capitalized terms not otherwise defined in this Closing Disbursement Request have the meanings given such terms in the Funding Agreement.

2. The payment requested for the below referenced costs for the Improvement Area #2 Improvements at the time of the delivery of the Improvement Area #2 Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the Improvement Area #2 Improvements at the time of the delivery of the Improvement Area #2 Bonds, and such costs are in compliance with the Funding Agreement and the SAP.

4. All conditions set forth in the Funding Agreement and in the Improvement Area #2 Indenture for the payment hereby requested have been satisfied.

5. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

PAYMENTS REQUESTED ARE AS FOLLOWS:

Payee:
Description of Cost:
Amount:

Attached hereto are invoices, receipts, statements, purchase orders, notarized all bills paid affidavits for soft costs, lien releases, cancelled checks and similar instruments which support and validate the above requested payments.

DEVELOPER:

CADG Hurricane Creek, LLC, a Texas limited liability company

By:_____
Name: _____
Its: _____

Date:_____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made upon delivery of the Improvement Area #2 Bonds.

CITY OF ANNA, TEXAS,
a general law municipality

By:_____

Printed Name:_____

Its:_____

EXHIBIT D

Budgeted Costs

Improvement Area #2 Improvements	Budgeted Costs
Street	$2,567,570
Water	$1,101,249
Sanitary Sewer	$1,223,558
Storm Drainage	$776,994
Soft Costs (includes $450,000) in District Formation Expenses	$2,671,437
Total:	**$8,340,808**

Item No. 7.t.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute documents for the purchase of a portion of real property located at 510 Hackberry Drive necessary for the construction of Hackberry Drive roadway improvements west of State Highway 5 in accordance with certified appraisals and in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna has a Capital Improvement Plan project to improve Hackberry Drive from State Highway 5 to Bamborough Drive. As a part of the project, the City must purchase strips of real property from the adjacent landowners to provide for the width required for the new road.

Staff worked with a real estate professional to acquire the required land with the use of certified appraisals. Multiple strips have already been purchased as they were smaller in size and impact on the property owner, and well below the City Manager's approval maximum of $50,000. This is one of a small group of parcels which is at a value above the $50,000 threshold based on the appraised value of the property being acquired and the appraised land damages, necessitating City Council authorization. This item will authorize the City Manager to complete the purchase process. Once the properties are purchased, staff will bid the project for construction.

FINANCIAL IMPACT:

Funding for the Hackberry Drive Project was appropriated in the FY2023 Community Investment Program budget in the amount of $1.46 million from the Non-Bond Capital Projects Fund. The total estimated cost for this right of way parcel is $97,327.00.

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.

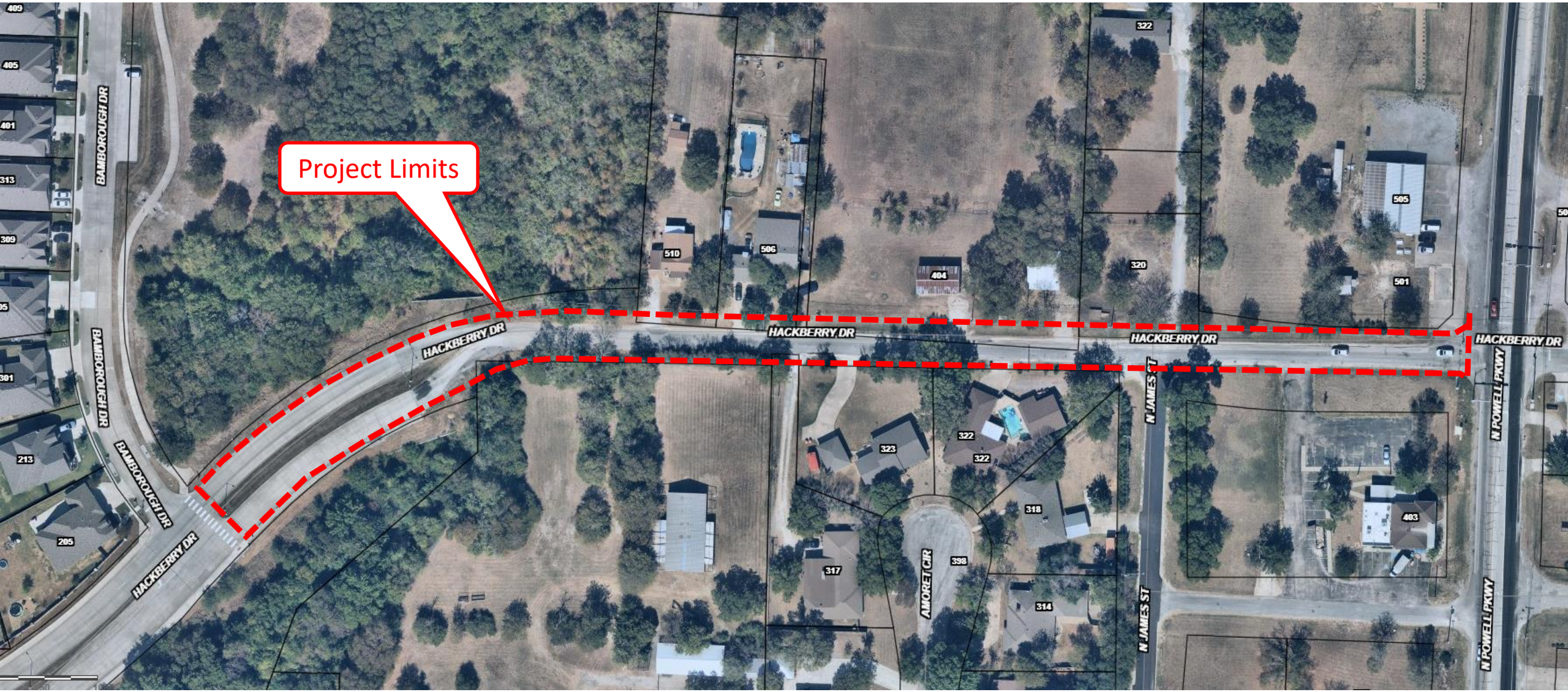
ATTACHMENTS:

1. Hackberry Project Map
2. Resolution -Parcel 1 Purchase ROW Hackberry Drive
3. Gillard Appraisal

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 12/7/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

Hackberry Drive Project Location Map



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT AND ASSOCIATED DOCUMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR THE PURCHASE OF A PORTION OF REAL PROPERTY LOCATED AT 510 HACKBERRY DRIVE, ANNA, TEXAS 75409; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Anna Capital Improvement Plan includes proposed improvements to Hackberry Drive from State Highway 5 to Bamborough Drive; and,

WHEREAS, the City of Anna is seeking to purchase a portion of real property located at 510 Hackberry Drive for use as public right-of-way; and,

WHEREAS, the property owner has agreed to the terms as shown in the attached Memorandum of Agreement; and,

WHEREAS, the City has determined it to be in the public interest for the City to purchase a portion of the property for public road improvements; and,

WHEREAS, the City Attorney shall review and approve all agreements and contracts for the purchase of the property prior to execution by the City Manager; 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 Agreement and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a Memorandum of Agreement and associated documents for the purchase of property at 510 Hackberry Drive in the amount of $97,327.

That funding for the purchase shall come from Roadway Impact Fees.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of December 2022.

ATTEST:

_____

City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Exhibit A

MEMORANDUM OF AGREEMENT

Jimmy & Terry Gillard
PO Box 82
Anna, TX 75409

RE: **Hackberry Dr Street Improvements**

Dear Property Owner,

The negotiations to secure Right of Way from you have progressed to the point that you have indicated a willingness to sign the *City of Anna's Special Warranty Deed for Right of Way* in return for payment as agreed to in this letter.

The rights being purchased have been explained by the right of way agent, Matthew Hutto. Compensation will be paid in the amount of **$97,327.00 (Ninety-Seven Thousand Three Hundred Twenty-Seven Dollars and Zero Cents)** by the City of Anna, as fair and just compensation for dedication of the Right of Way dedication with Temporary Construction easement described and depicted in Exhibit A of the Specialty Warranty Deed for Right of Way.

The payment of the amount herein stated, and the terms listed on the lines provided, constitute the only promises, consideration and conditions of this purchase; and no other promises, considerations or conditions have been signified or implied.

1) Payment in the amount of **$97,327.00 (Ninety-Seven Thousand Three Hundred Twenty-Seven Dollars and Zero Cents)** to Grantor by Grantee, as fair and just compensation for the Right of Way dedication
2) Grantor will execute the attached Special Warranty Deed for Right of Way
3) Grantor will provide an executed copy of a W-9, Request for Taxpayer Identification Number and Certification.

Sincerely,

Matthew Hutto

Specialty Land Services, LLC
903-714-4018
matthew@specialtyland.com

ACCEPTED:
Landowner

_____

By: Date

ACCEPTED:
City of Anna

_____

By: Date

EXHIBIT "A"

FIELD NOTE DESCRIPTION
PERMANENT RIGHT-OF-WAY
CITY OF ANNA, TEXAS

Being a 0.08 acre tract of land for permanent right-of-way in the Henry Brantley Survey, Abstract, No. 071, City of Anna, Collin County, Texas, and being part of a called 0.50 acre tract of land, conveyed to Jimmy and Terry Gillard, by deed recorded in Volume 1682, Page 693, Deed Records of Collin County Texas (D.R.C.C.T.), said right-of-way being more particularly described as follows:

BEGINNING at a point for corner, said point being on the southeast property corner of said 0.50 acre Gillard tract and also being on the southwest property corner of a called 0.4395 acre tract of land, conveyed to James and Lori Rivera, by deed recorded in Instrument Number 20080801000936340, said point bears N 84°13'25" W, a distance of 451.658 feet, from a 1/2-inch iron rod found on the northwest property corner of Lot 1, Block 1,ULAJ Addition, an addition to the City of Anna by plat recorded in Instrument Number 20080328010001220, PRCCT, said point also bears N 82°25'42" W, a distance of 389.58 feet from a 1/2-inch iron rod found on the northeast property corner of a 0.36 acre Lot 5 of the Slater Hollow Phase I Addition to the City of Anna, conveyed to Ely Bennett, by deed recorded in Instrument Number 20100713000715550, DRCCT;

THENCE, N 88°33'32" W, along the south property line of said 0.50 acre Gillard tract, a distance of 75.03 feet to a point for corner, said point being on the southwest property corner of said 0.50 acre Gillard tract, and also being on the east right-of-way line of Hackberry Drive, (called 80-foot R.O.W.) as shown on the 70.2596 acre West Crossing Phase I addition dedicated to the City of Anna, by plat recorded in Instrument Number 20060123010000130, PRCCT;

THENCE, N 03°09'40" E, along the west property line of said 0.50 acre Gillard tract, and along the east right-of-way line of said Hackberry Drive, a distance of 45.75 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the new north right-of-way line of Hackberry Lane (variable width R.O.W.);

THENCE, S 89°43'16" E, along the new north right-of-way line of said Hackberry Lane, a distance of 75.09 feet to a point for corner, said point being a 1/2-iron rod set with yellow cap stamped "BHC" on the east property line of said 0.50 acre Gillard tract, and also being on the west property line of said 0.4395 acre Rivera tract;

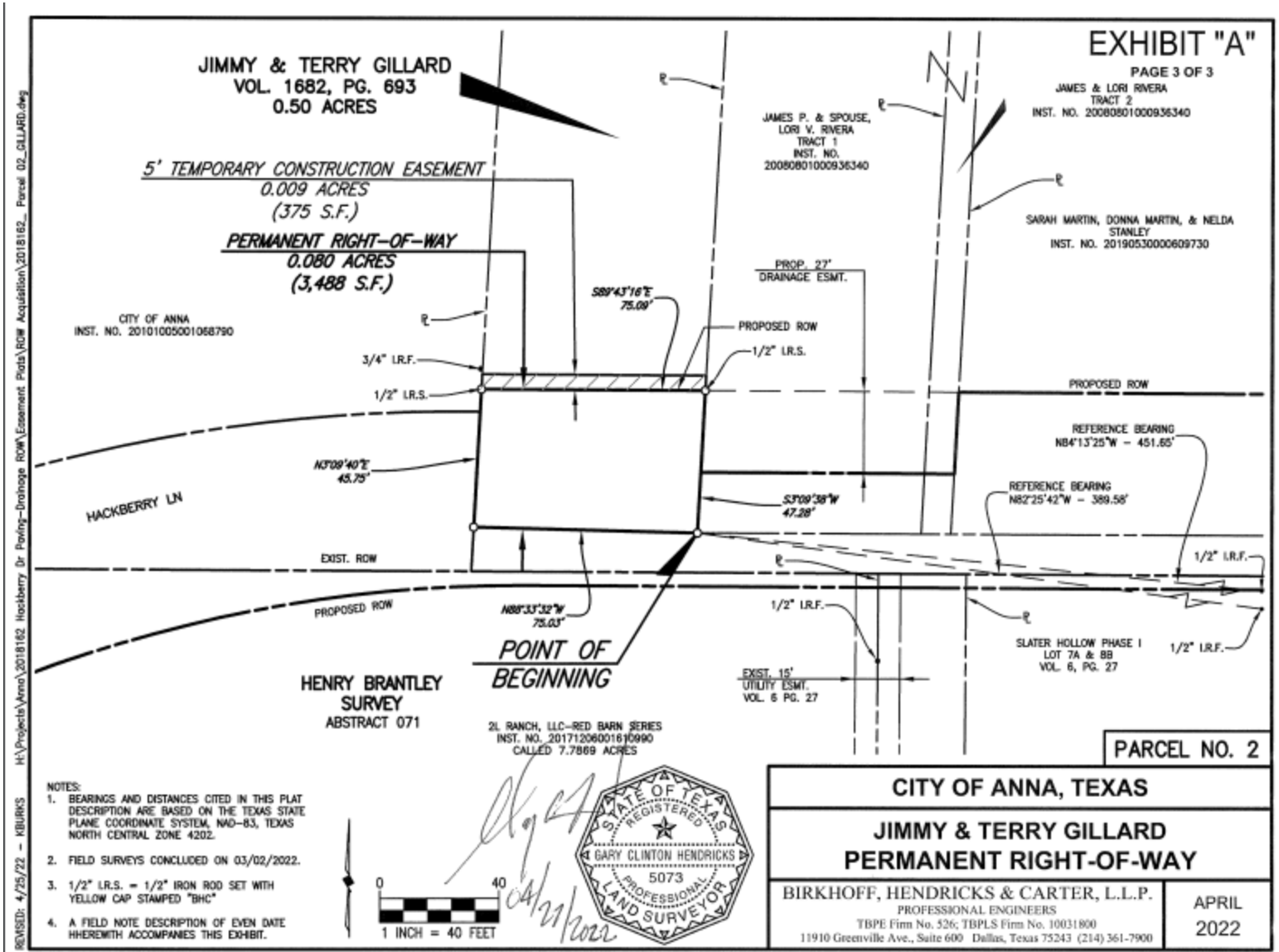
THENCE, S 03°09'38" W, along the east property line of said 0.50 acre Gillard tract, a distance of 47.28 feet to the POINT OF BEGINNING, containing 0.080 acres (3,488 square feet) of land, more or less.

Also, a temporary construction easement 5-feet in width and being immediately adjacent to and north of the north leg of the above described Permanent Right-Of-Way and containing 0.009 acres (375 square feet) of land more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 03/02/2022.
3. A Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 03/02/2022.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

REVISED: 4/25/22 - KBURKS H:\Projects\Anna\20181162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\20181162_ Parcel 02_GILLARD.dwg

An Appraisal Report

of

A Proposed Partial Acquisition of
A 0.500 Acre Tract of Land
Located Along the North Line
of Hackberry Lane, West of Powell Parkway
Anna, Collin County, Texas 75409

TPA File #: 22.0317.2

As of

July 21, 2022

Prepared for

Specialty Land Services, LLC
Attention: Mr. Buddy Minett
1341 South Preston Road, Suite A
Little Elm, Texas 75068

Prepared by

Todd Property Advisors
Real Property Analysts, Inc.

2301 Ohio Drive, Suite 150
Plano, Texas 75093
(214) 297-9000
www.ToddPropertyAdvisors.com

August 5, 2022

Mr. Buddy Minett
Specialty Land Services, LLC
1341 South Preston Road, Suite A
Little Elm, Texas 75068

RE: An appraisal regarding the potential acquisition of a right-of-way acquisition and a temporary construction easement on a 0.500 acre tract of land located along the north line of Hackberry Lane, west of Powell Parkway in, Anna, Collin County, Texas 75409.

Dear Mr. Minett:

We have personally inspected the above-referenced property and have prepared an opinion of value in accordance with your request. The purpose of this appraisal is to provide an opinion of market value of the fee simple estate of the subject property in "as is" condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal. The potential acquisition involves a right-of-way acquisition and a temporary construction easement by the City of Anna. All data considered pertinent to the preparation of this appraisal has been investigated and analyzed and the results of the analysis together with our conclusions may be found within the following report. Mitchell B. Todd, MAI and Michael A. Keane, MAI have performed numerous appraisals on similar properties and are sufficiently competent to complete this assignment.

This appraisal involves an appraisal report in compliance with the Scope of Work Rule of the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) (Effective January 1, 2020 through December 31, 2022) as provided by the Appraisal Foundation. It involves the application of the Sales Comparison Approach to value, as well as a Certification. Additionally, please note the Assumptions and Limiting Conditions located at the end of this report. For purposes of this report, we have only been asked to provide an opinion of market value.

All methodology utilized to arrive upon the opinion of market value can be found in The Appraisal of Real Estate, Fifteenth Edition, as published by The Appraisal Institute. This appraisal report sets forth the identification of the subject property, information regarding the subject property and its surrounding area, comparable sales data, the results of the investigations and analyses, and the reasoning leading to our conclusions. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

In our professional opinion, and after careful consideration of the various factors influencing this appraisal, the following illustrates the "as is" market value for the subject property and the recommended compensation, as of the effective date of appraisal, July 21, 2022:

Opinions of Recommended Compensation

Value of the Whole Property:	**$134,843**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Remainder Before Acquisition:	**$131,157**
Remainder After Acquisition:	**$131,157**
Enhancements:	**$0**
Damages:	**$90,000**
Cost to Cure:	**$3,576**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Recommended Compensation (0.009 Acre TCE):	**$65**
Total Recommended Compensation:	**$97,327**

Extraordinary Assumption: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

Further, these opinions of value are contingent upon the subject property being free of any hazardous wastes deposited thereupon by the present or previous owners/tenants of the site which would adversely affect the value of the property. The existence of any such materials was not observed upon the physical inspection of the property. However, we are not qualified to detect these substances and it is recommended that an expert in this field be obtained if the client has suspicion of these materials and substances existing on the property. It is also assumed there is full compliance with all requirements of Title III, of the Americans with Disabilities Act (ADA) which became effective January 26, 1992. No responsibility is assumed by the appraisers for any such conditions, or for any expertise of architectural/design knowledge and cost required identifying such non-compliance.

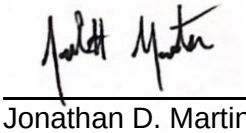
There was no information required or deemed pertinent to the completion of this appraisal, which was not available to the undersigned unless otherwise stated in this report. Additionally, the value conclusions found within this report are exclusive of any personal property, fixtures, or intangible items that are not real property. Thus, the reported values within this report pertain to the real property only. In order for the opinion of value set forth herein to be considered valid this letter of transmittal must not be considered separately or independently of the attached appraisal report, and this appraisal report must be used in its entirety and must not be separated into parts.

Should any questions regarding this appraisal arise, please contact us.

Respectfully submitted,

Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com

Michael A. Keane, MAI
Senior Vice President
State Certification #TX-1380384-G
michael@toddpa.com



Jonathan D. Martin
Appraisal Associate
State Certification #TX-1381200-G
jonathan@toddpa.com

TABLE OF CONTENTS

Section I - Introduction

Executive Summary 2
Identification of the Property 5
Objective of the Appraisal 6
Identification of the Appraisal Problem 6
Date of Value Opinion 6
Date of Report 6
Appraisal Report Option 6
Intended Use/Intended User 6
Statement of Prior Services Rendered 6
Property Rights Appraised 7
Definition of Market Value 7
Statement of Ownership 7
Scope of Work 7
Covid-19 Statement 9
History of the Subject Property 9
Estimate of Exposure Time 9
Estimate of Marketing Time 10

Section II – External Influences

Regional Analysis 12
City/Neighborhood Analysis 22

Section III - Factual Descriptions and Analyses

Site Description and Analysis 28
Zoning and Land Use Restrictions 34
Tax Analysis 36
Subject Property Photographs 37
Highest and Best Use Analysis 40
The Appraisal Process 43

Section IV – Land Valuation

Land Valuation 45
Comparable Land Sales Presentation 46
Land Sales Analysis 51
Conclusion of Land Value 56

Section V - Valuation Conclusion

Final Opinion of Value 60
Home Sales Analysis 68
Conclusion of Land Value 73

Section VI – Certification & Assumptions & Limiting Conditions

Assumptions and Limiting Conditions 80

Section VI - Addendum

Qualifications & Certifications of the Appraisers
Prescriptive ROW Surveys

SECTION I - INTRODUCTION

EXECUTIVE SUMMARY

SALIENT FACTS & CONCLUSIONS

Property Appraised:	A 0.500 acre (21,780 square feet) tract of land improved with a single family residence and other site improvements. The source of the land size is the Collin Central Appraisal District (Collin CAD). According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.080 acre (3,488 square foot) right-of-way acquisition and a 0.009 acre (375 square foot) temporary construction easement.
Property Type:	Land improved with single-family residence
Location:	510 Hackberry Lane, Anna, Collin County, Texas
Date of Inspection:	July 21, 2022
Date of Valuation:	July 21, 2022
Date of Report:	August 5, 2022
Property Rights Appraised:	Fee Simple Estate
Ownership:	Jimmy & Terry Gillard

Land Size:	Total Land: 0.500 acres (21,780 square feet) Right-of-way Acquisition: 0.080 acres (3,488 square feet) TCE: 0.009 acres (375 square feet)
Status of Property:	As of the date of the appraisal, the subject property consists of a 0.500 acre (21,780 square feet) tract of land improved with a single family residence and other site improvements. The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas, and has a municipal address of 510 Hackberry Lane, Anna, Texas. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.080 acre (3,488 square foot) right-of-way acquisition and a 0.009 acre (375 square foot) temporary construction easement. The subject property currently has access to all public utilities from the City of Anna.
Zoning:	SF-1, Single Family Residential

HIGHEST AND BEST USE:

As If Vacant:	Residential Development

SCOPE OF WORK

Appraisal Problem Identification:	To provide an opinion of market value of the fee simple estate of the subject property in “as is” condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022).
Objective of the Appraisal:	To provide an opinion of market value of the fee simple estate of the subject property in “as is” condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022). It is our understanding that this opinion of value will be utilized by the client to assist in determining compensation regarding the potential acquisitions by the City of Anna.
Intended User:	Specialty Land Services, LLC, and The City of Anna
Client:	Specialty Land Services, LLC
Valuation Approaches Used:	Sales Comparison Approach

CONCLUSION OF VALUES

Opinions of Recommended Compensation

Value of the Whole Property:	**$134,843**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Remainder Before Acquisition:	**$131,157**
Remainder After Acquisition:	**$131,157**
Enhancements:	**$0**
Damages:	**$90,000**
Cost to Cure:	**$3,576**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Recommended Compensation (0.009 Acre TCE):	**$65**
Total Recommended Compensation:	**$97,327**

IDENTIFICATION OF THE PROPERTY

As of the date of the appraisal, the subject property consists of a 0.500 acre (21,780 square feet) tract of land improved with a single family residence and other site improvements. The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas, and has a municipal address of 510 Hackberry Lane, Anna, Texas. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP, the portions of the site from which property rights will potentially be acquired involve a 0.080 acre (3,488 square foot) right-of-way acquisition and a 0.009 acre (375 square foot) temporary construction easement. The part to be acquired includes the single-family residence located on the subject property. According to the Collin CAD, the improvements were constructed in 1940 and comprise 992 square feet. The subject property currently has access to all public utilities. A summary of the legal description of the subject tract is located below followed by an aerial photograph of the subject property.

Being a tract of land situated in the Henry Brantley Survey, Abstract No. 071, City of Anna, Collin County, Texas, and being part of a tract of land, conveyed to Jimmy and Terry Gillard, by deed recorded in Volume 1682, Page 693, Deed Records of Collin County, Texas (D.R.C.C.T).

*Aerial photograph provided by the Collin CAD website (www.collincad.org). The purple lines depict the boundaries of the subject tract. The red lines depict the boundaries of the right-of-way acquisition. The orange lines depict the boundaries of the temporary construction easement. Boundaries are approximations based on the surveys provided and may not be exact.

OBJECTIVE OF THE APPRAISAL

To provide an opinion of market value of the fee simple estate of the subject property in "as is" condition and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the effective date of appraisal (July 21, 2022). It is our understanding that this opinion of value will be utilized by the client to assist in determining compensation regarding the potential acquisitions by the City of Anna.

IDENTIFICATION OF THE APPRAISAL PROBLEM

The appraisal problem of this report is to provide an opinion of the market value of the fee simple estate of the subject tract and recommended compensation for the parts to be acquired and damages to the remainder, if any, as of the date of appraisal (July 21, 2022).

DATE OF VALUE OPINION

An inspection of the property was conducted on July 21, 2022. The effective date of valuation is July 21, 2022.

DATE OF REPORT

The transmittal date of this appraisal is August 5, 2022.

APPRAISAL REPORT OPTION

This is an Appraisal Report that complies with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it presents sufficient information to enable the client and other intended users as identified to understand it properly. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

INTENDED USE/INTENDED USER

This appraisal report has been prepared for and is intended to be used by Specialty Land Services, LLC. The intended use of this appraisal report has been identified by the appraisers based on communications with the client, at the time of the assignment to assist in determining compensation regarding the potential acquisitions by the City of Anna. Therefore, the intended user of this report is Specialty Land Services, LLC and the City of Anna. Use of this report by others is not intended by the appraisers. No one other than the intended users should rely on the opinion of value or any other conclusions contained in this report.

STATEMENT OF PRIOR SERVICES RENDERED

Todd Property Advisors, Mitchell B. Todd, MAI, Michael A. Keane, MAI, and Jonathan D. Martin have rendered no services as an appraiser or in any other capacity regarding this property within the three-year period immediately preceding acceptance of this assignment.

PROPERTY RIGHTS APPRAISED

The fee simple estate is defined as *"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat"* [1] This differs from the leased fee estate. *"In appraisal practice, the lessor's, or landlord's, position is referred to as the leased fee. The rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained in the lease".* [2] Easement ownership is defined as *"the right to use another's land for a stated purpose".* [3]

The fee simple estate has been appraised due to the subject not being currently encumbered by any long-term lease agreements. This ownership interest is subject to any zoning ordinances, easements, restrictions of record and other applicable codes and ordinances of record.

DEFINITION OF MARKET VALUE

The appropriate definition of market value for this assignment is as follows: "Market Value" is the price the property would bring when offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying, taking into consideration all those uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex, 1954)

STATEMENT OF OWNERSHIP

According to information provided by the Collin CAD and the vesting deed records, title of the subject is vested in Jimmy & Terry Gillard.

SCOPE OF WORK

The scope of work is defined as the type and extent of research and analysis in an assignment. The scope of this appraisal assignment is to provide a credible opinion of the market value of the subject property in "as is" condition as of the effective date of appraisal (July 21, 2022). In compliance with the 2021-2022 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) (Effective January 1, 2020 through December 31, 2022), and upon the request of the client, an appraisal report has been prepared utilizing the Scope of Work Rule.

The Scope of Work Rule within USPAP emphasizes the requirements for problem identification, determining the appropriate scope of work, and disclosure of the scope of work that was

1 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 90.

2 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 62.

3 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 71.

performed in appraisal, appraisal review, and appraisal consulting assignments. The following is a discussion of the scope of work undertaken within the context of this report.

The scope of work for this appraisal was determined by the complexity of the assignment and the reporting requirements of this appraisal report type, including: the definition of market value, real property interests valued, assumptions and limiting conditions, and certifications.

The appraisers considered this scope of work to be adequate to complete a credible appraisal of the subject property. The appraisers believe that this scope of work would meet the expectations and needs of parties who are regular intended users for similar assignments and that this scope of work is substantially similar to what an appraiser's peers actions would be in performing the same or similar assignment. Based upon our education and experience appraising similar properties for right-of-way acquisition purposes and our knowledge of the local market, we are competent to complete this appraisal assignment.

The subject appraisal research began with a review of the three year history of the subject property prior to the date of appraisal by conducting research of the Collin County public records. This research was facilitated by several on-line resources including CoStar.com, the Collin CAD, and Loopnet.com, as well as several other resources including owners, buyers, lenders and other parties knowledgeable of the subject property. The Regional, City, and Neighborhood Analyses are presented in a summarized format and include information gathered through inspection of the areas, review of published secondary data, such as that provided by the North Central Texas Council of Governments, and a variety of resources available from the Cities of Fort Worth, Dallas, and other surrounding communities comprising the Metroplex.

The site analysis included an inspection by the appraisers and a review of FEMA flood insurance rate maps, and aerial photographs via satellite. The property inspection included a visual survey of the subject on July 21, 2022. The applicable zoning ordinance of the subject property was verified with the zoning records of the City of Anna. The tax rates, assessed values, and information regarding the subject's tax debt were verified by the Collin CAD and the individual taxing jurisdictions via the appraisal district's website (www.collincad.org).

Primary data regarding the subject submarket and the immediate surrounding area was verified by the appraisers through an inspection of the area, and interviews conducted with owners, real estate brokers, and management company representatives. To complete this appraisal assignment, the Sales Comparison Approach was considered and utilized. The exclusion of the Income and Cost Approaches to value is considered reasonable due to the fact that no leasing information was available to the appraisers, the fee simple estate has been analyzed, and that the subject was constructed in 1940 and have an actual age of 82 years according to the Collin CAD. All data gathered within this approach regarding properties similar to the subject have been previously verified with either the Grantor, the Grantee, or their representatives through their respective sources. A more detailed explanation of the methods and techniques employed in these approaches is located in the Valuation Process section of this report.

COVID-19 STATEMENT

This report does not portend to fully quantify the impact of the COVID-19 pandemic and its potential impact on local and/or national economic conditions. Todd Property Advisors continues to strive to understand the potential impacts of COVID-19 on real property values. In performing due diligence in these extraordinary times, we have referred to the Appraisal Institute's Guide Note 10, *Appraising in the Aftermath of a Disaster*, and Guide Note 12, *Analyzing Market Trends.* Many of the suggestions within these two guide notes have been considered and applied when relevant within this appraisal.

Given that an appraisal report's credibility relies on current market conditions, the coronavirus pandemic's impact on market conditions must be considered. However, in most markets it is not yet clear to what extent, if any, market conditions are affected. Related and complicating factors include continued high demand for some product types in geographic submarkets as well as investor demand for stabilized investment properties and historically low mortgage interest rates and abundant equity capital pursuing yields and stability.

Our client is encouraged to conduct their own due diligence and analysis regarding current market conditions which could be impacted by the COVID-19 pandemic and how these potential impacts may relate to the subject property and their interest in it.

HISTORY OF THE SUBJECT PROPERTY

The subject property sales history was researched through a search available from the Collin CAD property records, CoStar.com, and Loopnet.com among various other sources. According to the Collin CAD and the vesting deed records, title of the subject is vested in Jimmy & Terry Gillard. No arm's length conveyances have been uncovered regarding the subject during the last three years.

ESTIMATE OF EXPOSURE TIME

A reasonable exposure period is the amount of time necessary to expose a property to the open market in order to achieve a sale. According to USPAP 2021-2022 (Effective January 1, 2020 through December 31, 2022), exposure time is defined as, "an estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." It is our opinion that a period of six to nine months, with a contract period of 90 days is reasonable. This results in a total exposure time until closing at a title company of nine to twelve months. We performed due diligence in estimating the exposure period for the subject property by surveying the marketing period for comparable properties which had recently sold or were placed under contract. Additionally, the brokers contacted in verifying the comparable improved sales within this report generally indicated that exposure times during the last twelve months have typically ranged from six to twelve months.

It was observed that properties are often marketed for several months or years with very little interest shown in the property. However, they eventually sell after significant price reductions. A common tendency among the majority of these sales is that once these properties experience price reductions, which are believed to bring them into alignment with the rest of the market, their exposure time was typically less than one year. The price reductions and recognition of market derived values is reflected in the comparables' sales prices. This is to the extent that the sales price as represented by the value conclusion for the subject is attractive to an investor today. Thus, this attractive price should result in a normal exposure of less than one year. Therefore, it is our opinion that had the subject property been marketed at or very near the "as is" value conclusion contained herein, it would have been sufficiently attractive to entice an investor to purchase the property within a nine to twelve month exposure period.

ESTIMATE OF MARKETING TIME

Marketing time is defined as "*an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."* [4] Thus, marketing time is an estimate of the amount of time necessary to sell a property after the date of appraisal, which differs from exposure time which is a retrospective estimate of the amount of time necessary to achieve a sale prior to the effective date of appraisal.

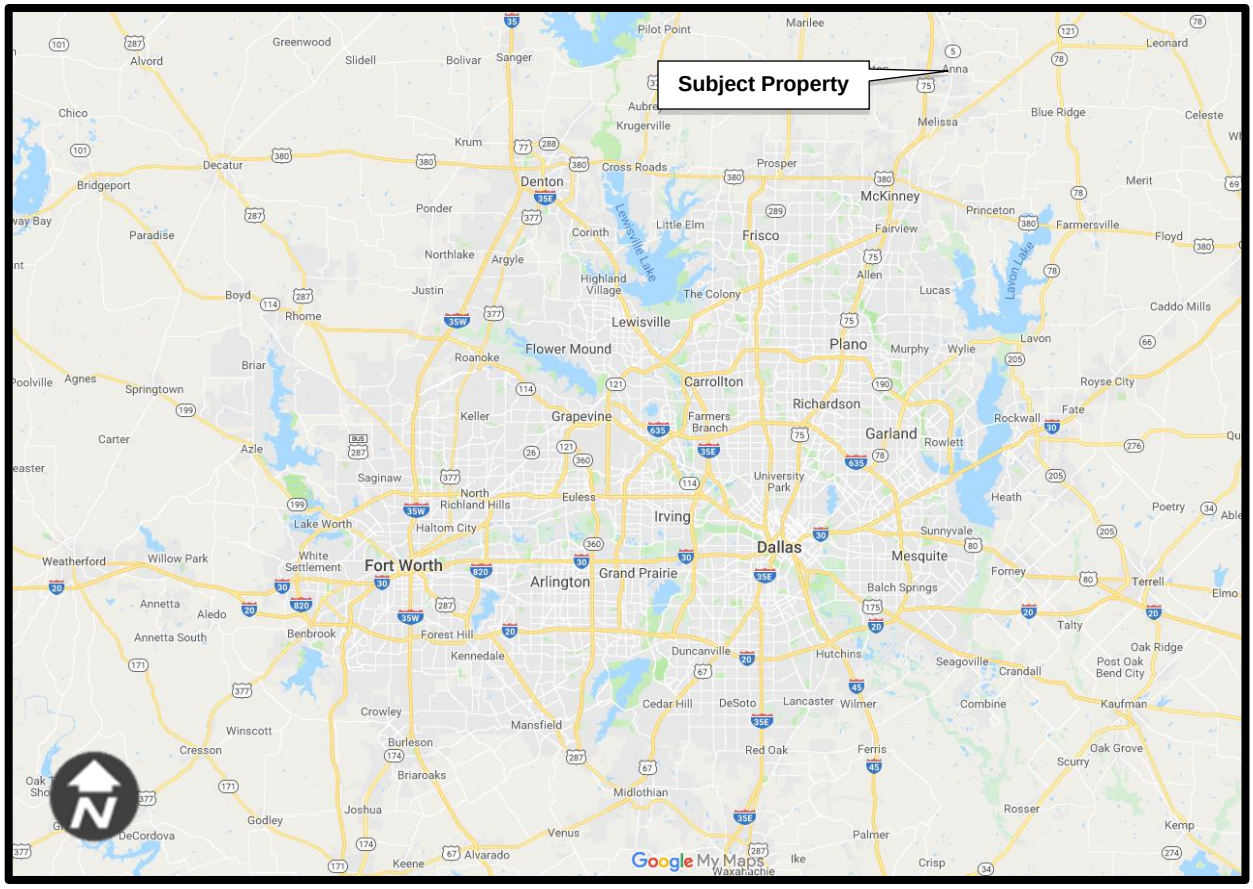
It is our opinion that a marketing period of six to nine months, with a contract period of 90 days is reasonable. This results in a total marketing time until closing at a title company of nine to twelve months. We performed due diligence in estimating the marketing period for the subject property by surveying the marketing period for comparable properties which had recently sold or were placed under contract. A common tendency among the majority of the sales is that once these properties experience price reductions which are believed to bring them into alignment with the rest of the market, their marketing period is typically less than one year. For example, properties are often marketed for several years with very little interest shown in the property. However, they eventually sell after significant price reductions. The price reductions and recognition of market derived values is reflected in the comparables' sales prices. This is to the extent that the sales price as represented by the value conclusion for the subject is attractive to an investor today. Thus, this attractive price should result in a normal marketing period of less than one year. Therefore, it is our opinion that if the subject property is marketed at or very near the value conclusion contained herein, it will be sufficiently attractive to entice an investor or user to purchase the property within a twelve month marketing period.

4 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 140.

SECTION II – EXTERNAL INFLUENCES

REGIONAL ANALYSIS

Real Estate is an immobile asset, which is dependent upon the exterior environment for economic viability. The economic climate in which a property is located is both general (the region or area in which a property is located) and specific (the neighborhood). Four forces continually exert influence on real estate values within any environment: social, economic, environmental and governmental. The purpose of this section is to consider all pertinent forces that will have an effect on the use and value of the subject property.



The Dallas-Fort Worth-Arlington Consolidated Metropolitan Statistical Area (CMSA) encompasses approximately 9,289 square miles in north central Texas. The Dallas-Fort Worth-Arlington CMSA is comprised of 12 counties: Collin, Dallas, Denton, Tarrant, Johnson, Kaufman, Parker, Rockwall, Hunt, Wise, Delta and Ellis. This CMSA, which is also referred to as the D/FW area or Metroplex, is located 203 miles northeast of Austin, 240 miles northwest of Houston and 206 miles south of Oklahoma City. On a national level, the Metroplex is located in the southern central sector of the country. The Dallas/Fort Worth area is located approximately equidistant from both coasts and from the four major concentrations of population in North America: New York, Chicago, Los Angeles and Mexico City. The following is a discussion of the aforementioned forces that exert influence on property value.

Environmental

The Dallas-Fort Worth climate is humid subtropical with hot summers. It is also considered to be continental, characterized by a wide annual temperature range. The amount of precipitation usually varies and ranges from less than 20" to more than 50". D/FW winters are somewhat mild, but occasionally there are sudden drops in temperature. Periods of extreme cold that occasionally occur are short-lived, so that even in January mild weather occurs frequently. During the summer, the high temperatures are associated with fair skies, westerly winds, and low humidity's. Average high and low temperatures range from 37 F in January to 98 F in August. Rainfall occurs throughout the year, but usually occurs more frequently during the night and also during the spring. Usually, periods of rainy weather last for only a day or two, and are followed by several days with fair skies. Moderate hail may occur on about two or three days a year, only causing slight and scattered damage. However, windstorms occurring during thunderstorm activity may be destructive. Snowfall is rare. The average length of the warm seasons (freeze-free period) is about 249 days, or about 8 months. Thus, the local climate is very conducive of real estate development.

The area's topography is basically level in the northern sector to gently rolling in the southern portion. The rolling terrain of the southern sector is due to a geologic formation known as the escarpment. This escarpment consists of a chalky soil that rests on top of shales causing unstable building foundations. The shale soil presents shrink-swell problems for the foundations of buildings that are constructed on it, and the chalk is an unstable soil that crumbles easily, resulting in minor landslides.

Transportation

As stated above, on a national basis, the Dallas/Fort Worth Metroplex is centrally located, which has resulted in the development of a major transportation network that connects the Metroplex with the rest of the country. This network consists of major thoroughfares, railroad lines and air carriers. In regards to roadways, the Dallas/Fort Worth region is located at the convergence of four Interstate Highways: north-south access is provided by Interstate Highways 35 and 45 (IH-35 and IH-45); east-west access is provided by IH-20 and IH-30. Two major outer loops provide internal accessibility to the region. LBJ Freeway (IH-635) surrounds Dallas, and IH-820 encompasses Fort Worth. Both of these arteries connect with the interstate highways as well as local streets, thus affording the cities regional as well as internal access. In recent years, greater access and mobility have been expanded to the Metroplex's surrounding communities. The President George Bush Toll Road (SH-190) is a loop encircling IH-635 that connects IH-30 in Garland/Rockwall to IH-20 in Grand Prairie traversing the communities of Rowlett, Mesquite, Garland, Richardson, Plano, Carrollton, Coppell, Irving, Arlington and Grand Prairie. Additionally, the North Texas Tollway Authority (NTTA) recently opened the Chisholm Trail Parkway connecting the Downtown Fort Worth Business District with communities to the south including Benbrook, Crowley, Joshua and connecting with SH-67 in Cleburne.

Two additional toll roads which serve the Metroplex are the Dallas North Tollway and the Sam Rayburn Tollway (SRT). SH-121(located north of SH-190) has expanded to incorporate and become the SRT. While SH-121 continues to run east-west from Fort Worth to McKinney connecting DFW Airport to other areas of the Metropolitan area, the SRT has provided a larger artery for traffic to flow between the communities of Grapevine, Coppell, Carrollton, Plano, Frisco, Allen and McKinney. The Dallas North Tollway connects downtown Dallas to the rapidly growing areas of Frisco and Prosper. The Sam Rayburn Tollway connects central Collin County to the vicinity of the DFW International Airport.

Reference may be made to Mobility 2040 which was adopted by the Regional Transportation Council in March of 2016. This long range strategic plan aims to define the vision for the Region's transportation system and identify solutions and options. The goals of the plan are to improve mobility, quality of life, and air quality concerns for the cities of Dallas and Fort Worth as well as the surrounding areas. In addition, properties located along or near new or improved thoroughfares should benefit from this plan through better access and exposure. It is worthy to note that the region is also serviced by multiple public transportation services including bus, rail and light rail. These services include Dallas Area Rapid Transit (DART), DART Light Rail, the Fort Worth Transportation Authority (FWTA or The T), the Trinity Railway Express (TRE), and the Denton County Transportation Authority (DCTA).

In addition to the various modes of ground transportation, the Metroplex is serviced by a major international airport as well as several other local and regional airports. D/FW International Airport, located midway between Dallas and Fort Worth, has the 2nd largest land area of any other airport in the nation with 17,207 acres and the fourth largest in the world. In 2016, D/FW was responsible for 65,670,697 passengers reaching their destinations, making it the world's 11th busiest airport in number of passengers, with service provided by 9 international and 11 domestic airlines. As of December 2018 DFW Airport provides transportation to more than 244 destinations including 62 international and 182 domestic destinations with the number of daily flights just under 3,000 including passenger and freight. Additionally, DFW is one of 3 domestic airports and 11 globally providing service to more than 200 destinations around the world.

The City of Dallas owns and operates Dallas Love Field. The airfield is located six miles northwest of the downtown central business district and is managed by the City's Department of Aviation. Southwest Airlines is the predominant user of Love Field; however, Alaska Airlines and Delta Airlines also utilize Love Field. In 1963, several airlines had all agreed to seek full repeal of the Wright Amendment; which restricted direct flights to other states from Love Field. In 2008, the airport handled approximately 8,060,000 passengers. On October 13, 2014, the Wright Amendment had been repealed and new non-stop service to several cities began. This has led to significant increases in passenger traffic. Southwest Airlines added numerous other cities in the beginning of 2015. In 2016, the airport handled approximately 15,563,000 passengers. To accommodate the increase in traffic construction on a new parking garage was constructed and opened in 2018.

Commercial air freight service is provided to the region by the Alliance International Centre which is the first development of its type in the world. This Fort Worth based facility comprises a 3,000-acre cargo airport/industrial park. Meacham Field (Fort Worth), Addison Airport (North Dallas) and several other municipal airports, provide for the area's general aviation needs.

Social

According to The Appraisal of Real Estate, Fifteenth Edition, social forces studied by appraisers primarily relate to population characteristics. Because the demographic composition of the population reveals the potential demand for real estate, proper analysis and interpretation of demographic trends are required. Real property values are affected not only by population changes and characteristics, but also by the entire spectrum of human activity. The total population, its composition by age and gender, and the rate of household formation and dissolution strongly influence real property values. Social forces are also manifest in attitudes toward education, law and order, and lifestyle options. This section of the report will identify all social forces that may have an effect on the value of the subject property.

According to the North Central Texas Council of Governments (NCTCOG) 2021 population estimates, North Central Texas estimated that the region had added approximately 1,335,000 new residents between 2010 and 2021 for a total population of 7,874,950. A chart detailing the individual county growth rates is located below included the most recent year over year data.

County Name	2010 Est. Pop. Apr. 1	2011 Est. Pop. Jan. 1	2012 Est. Pop. Jan. 1	2013 Est. Pop. Jan. 1	2014 Est. Pop. Jan. 1	2015 Est. Pop. Jan. 1	2016 Est. Pop. Jan. 1	2017 Est. Pop. Jan. 1	2018 Est. Pop. Jan. 1	2019 Est. Pop. Jan. 1	2020 Est. Pop. Jan. 1	2021 Est. Pop. Jan. 1	Jan. 2020 to Jan. 2021 Abs. Change	Jan. 2020 to Jan. 2021 % Change
Collin	782,341	792,150	795,390	827,780	851,920	873,840	901,170	932,530	969,780	1,010,330	1,039,540	1,082,760	43,220	4.16%
Dallas	2,368,139	2,380,510	2,383,790	2,415,060	2,435,800	2,455,050	2,478,970	2,502,270	2,529,150	2,554,770	2,593,570	2,619,040	25,470	0.98%
Denton	662,614	669,930	677,880	714,000	736,900	761,040	784,840	814,560	844,260	874,240	902,190	933,220	31,030	3.44%
Ellis	149,610	151,030	152,570	158,070	161,200	165,010	168,690	173,410	183,360	189,820	198,640	206,810	8,170	4.11%
Erath	37,890	38,340	38,340	40,700	41,010	41,460	43,540	43,850	44,200	44,700	45,670	46,180	510	1.12%
Hood	51,182	51,420	53,670	58,880	61,680	64,400	64,620	64,840	65,060	65,960	66,890	66,920	30	0.04%
Hunt	86,129	86,860	87,840	90,070	91,240	92,530	93,110	94,350	95,960	97,410	99,300	101,510	2,210	2.23%
Johnson	150,934	151,440	151,790	155,240	156,710	158,880	161,670	164,970	169,160	173,700	178,260	185,180	6,920	3.88%
Kaufman	103,350	103,440	104,050	106,400	108,120	109,300	113,530	116,140	119,670	124,850	128,520	132,250	3,730	2.90%
Navarro	47,735	47,940	47,940	48,470	48,590	48,900	49,030	49,170	49,740	50,250	50,870	51,670	800	1.57%
Palo Pinto	28,111	28,180	28,290	28,420	28,590	28,710	28,660	28,660	28,710	28,820	28,960	29,360	400	1.38%
Parker	116,927	117,570	118,040	120,640	121,830	124,630	127,980	130,150	131,210	134,620	136,600	139,180	2,580	1.89%
Rockwall	78,337	78,990	79,570	83,400	85,900	88,200	90,570	93,130	97,990	101,020	107,780	113,350	5,570	5.17%
Somervell	8,490	8,550	8,550	8,690	8,800	8,950	9,230	9,420	9,640	9,820	9,980	10,190	210	2.10%
Tarrant	1,809,034	1,818,240	1,832,660	1,875,930	1,899,900	1,922,470	1,945,320	1,966,440	1,989,810	2,024,030	2,064,340	2,091,320	26,980	1.31%
Wise	59,127	59,540	59,600	60,920	61,690	61,970	62,240	62,460	62,700	64,060	65,300	66,010	710	1.09%
16-County Region	6,539,950	6,584,130	6,619,970	6,792,670	6,899,880	7,005,340	7,123,170	7,246,350	7,390,400	7,548,400	7,716,410	7,874,950	158,540	2.05%

According to NCTCOG's 2021 Population Estimates document: "The estimated January 1, 2021 population for the NCTCOG region is 7,874,950. Last year the region added 158,540 people. Even though the north central Texas region, as well as the rest of the country faced a big challenge due to the pandemic, the region still managed to grow by almost the same amount as it did in 2019. In 2020, 12 cities grew by 10% or more. Fort Worth led the region in growth, adding almost 17,000 people last year while Frisco added close to 16,000, followed by McKinney with 6,100 and Dallas with 5,560. Collin, Denton, Dallas, and Tarrant Counties each added more than 25,000 people last year, with Collin County leading the way with 43,000 new residents. The region has added more than 1.3 million new residents since 2010."

Economic

Economic forces have a direct and obvious effect on property values. The condition of an area's economy in great measure determines the growth or decline of the population, as well as its purchasing power, which affect the demand for goods and services. If an area's economy is in a growth stage, construction of new housing, retail centers and expansions of employment centers occur to accommodate the needs of the population. Conversely, as the unemployment rate rises because of an area's declining economy, some residents move from the area, and those who remain may have decreased disposable incomes, both of which result in a diminished demand for housing as well as goods and services. As occupancy rates for housing, retail facilities, and employment centers decrease, demand for new construction either decreases or may even cease altogether. Characteristics that are considered to be demand-oriented include employment levels, the number and size of basic industries, and the availability of mortgage credit. Economic characteristics that are considered to be supply-oriented include the stock of available vacant and improved properties, occupancy rates, and rental rates.

Apartment markets continue to fare better than expected, with occupancy and rents improving in most Texas metros. According to the 1st Quarter 2022 CoStar analytics report, the Dallas/Fort Worth area apartment asking rent has increased approximately 15.5% (YOY). Additionally, CoStar reports “The Dallas-Fort Worth apartment market set record-level performances over the past year. Demand for multifamily units surged, roughly double pre-pandemic norms, due to pent-up demand coming out of the pandemic. With rising absorption, rents have accelerated, establishing a new high-water mark for growth. The trend is pervasive across asset classes and communities in urban and suburban settings.”

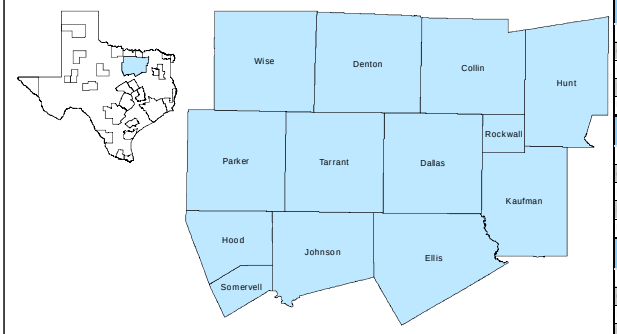
The D/FW Metroplex has an excellent transportation network, a good central U.S. location, and a relatively low cost of living compared to other parts of the U.S., which attracts major corporate employers. D/FW is a major product distribution center and it is a major trade hub with Mexico and other sectors across Latin America. The Emerging Trends in Real Estate markets-to-watch survey for 2018 revealed the Dallas/Fort Worth market as the number-five market to watch. The area is considered to continue strong growth due to projected population increases and corporate relocations. Multiple survey respondents and interviewees mentioned the strong job growth driving the local economy. (Emerging Trends in Real Estate, United States and Canada 2018, PricewaterhouseCoopers LLP and Urban Land Institute). D/FW is also known for its large technology influence, and provides business services such as advertising, data processing, telecommunications, and other computer services. As mentioned previously, the transportation industry will continue to play an important part of the economy, due to D/FW International Airport’s large influence.

According to the NCTCOG Forecast 2040, total employment for the region is anticipated to grow in excess of 2,750,000 jobs between 2010 and 2040. Dallas County alone is expected to encounter over 1.3 million new jobs during this time period accounting for more than 45% of the projected growth. Collin and Denton counties will account for 18% of the region’s total growth by

adding approximately 314,000 and 196,000 new jobs respectively between 2010 and 2040. Tarrant County is anticipated to add approximately 713,000 new jobs during this time period as well. Employment is expected to increase tremendously over the next 20+ years which will only continue to contribute to the growing economy of the region. The following page contains an economic snapshot of the Dallas-Fort Worth-Arlington Metropolitan District (Dallas, Tarrant, Collin, Denton, Rockwall, Johnson, Ellis, Hunt, Kaufman, Wise, Parker, Hood, and Somervell Counties). This information was provided by the Texas Workforce Commission from their May 2022 Economic Profiles and is currently the most recent available.

TEXAS Labor Market Information

Dallas-Fort Worth-Arlington MSA — May 2022



MSA Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	4,245,247	4,223,365	4,057,293	187,954
Employed	4,105,273	4,090,172	3,851,363	253,910
Unemployed	139,974	133,193	205,930	-65,956
Unemployment Rate	3.3%	3.2%	5.1%	-1.8%

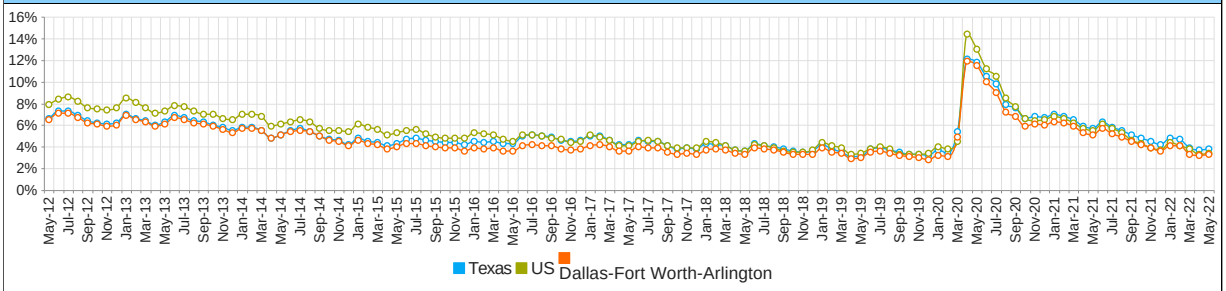
Texas Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	14,500,613	14,462,598	14,123,599	377,014
Employed	13,946,477	13,932,592	13,325,028	621,449
Unemployed	554,136	530,006	798,571	-244,435
Unemployment Rate	3.8%	3.7%	5.7%	-1.9%

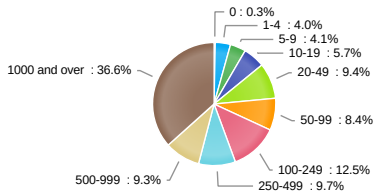
US Labor Force Statistics

	May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	164,157,000	163,449,000	160,607,000	3,550,000
Employed	158,609,000	157,991,000	151,778,000	6,831,000
Unemployed	5,548,000	5,458,000	8,829,000	-3,281,000
Unemployment Rate	3.4%	3.3%	5.5%	-2.1%

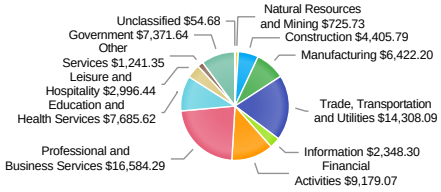
Historical Unemployment Rates



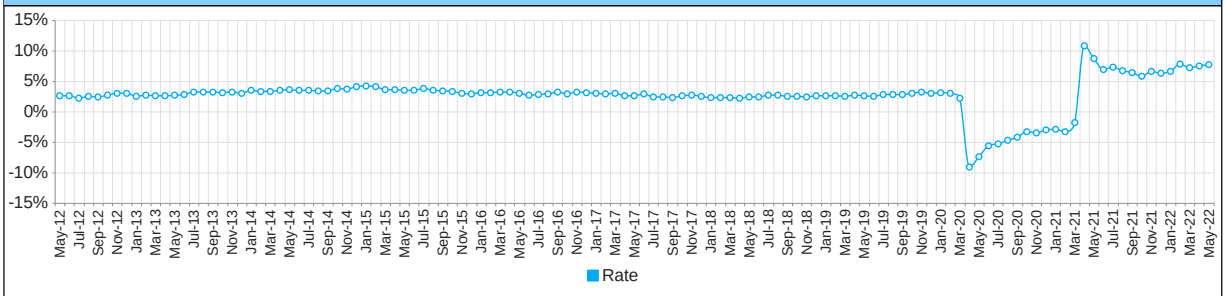
Employment by Size Class (4th Quarter 2021)



Wages by Industry (in millions) (4th Quarter 2021)



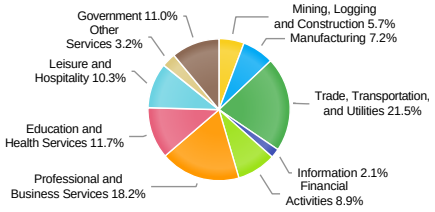
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (May 2022)

Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	4,097,400	0.8%	7.7%
Mining, Logging and Construction	233,300	0.6%	6.9%
Manufacturing	296,500	0.8%	4.5%
Trade, Transportation, and Utilities	881,700	0.5%	7.5%
Information	85,900	0.0%	6.2%
Financial Activities	364,500	0.6%	8.3%
Professional and Business Services	747,700	1.3%	11.0%
Education and Health Services	481,300	-0.5%	5.0%
Leisure and Hospitality	421,900	4.0%	17.0%
Other Services	132,100	1.7%	11.1%
Government	452,500	-0.3%	0.3%

Employment by Industry (May 2022)



Governmental

Although the Metroplex is governed by state and county agencies, the most direct influence on properties lies with the municipalities. The majority of the cities within the nine county area have council-manager forms of government. County and city governments are financed by a combination of property taxes, sales taxes, and miscellaneous taxes, fees, and fines. Property taxes are collected by the various taxing districts based upon market value assessments determined each year by county appraisal districts. No personal or corporate income taxes are levied by any city or county in the CMSA. The state of Texas does impose Franchise Taxes which are an indirect form of corporate income tax.

The City of Dallas has a council-manager form of government with the mayor selected at-large, 14 single member district council members, and one city manager. In a council-city management form of government, council members represent the people in their geographic districts. The City Manager is responsible to the council for the administration of business policies that the council has established. Services provided by the city include complete fire protection, police protection, water, sewer and garbage disposal. Electric service is provided by Oncor Electric Company while natural gas is provided by Atmos Energy. Telephone service is provided by AT&T. Fort Worth, like Dallas, utilizes a Council-City Management form of government. The Fort Worth City Council consists of an appointed City Manager, an at-large elected mayor and eight council members. The City manager is the Chief Administrator of the city and is appointed by and accountable to the council. Also, like Dallas, water, sanitation, sewer services, and police and fire protection, as well as street and bridge maintenance are all provided by the City government. The other utility carriers of electricity, gas and telephone are all provided by the companies serving Dallas.

Conclusion

Following a May over-the-month increase of 74,200 jobs, Total Nonagricultural Wage and Salary Employment reached a new high for the seventh consecutive month by reaching 13,357,100 positions. Since January 2022, 250,800 jobs were added which outperformed all other years in series history. The private sector gained 74,800 jobs, while the Government sector shed 600. Eight of 11 major industries exceeded February 2020 pre-COVID employment levels, including Construction, Manufacturing, and Leisure and Hospitality in May. On an annual basis employment expanded by 762,400 jobs, accelerating to an annual rate of 6.1 percent.

Leisure and Hospitality employment surpassed the pre-COVID level for the first time with the contribution of a May over-the-month increase of 27,600 jobs. Professional and Business Services led all major industries in recovery terms as employment moved to 109.1 percent of the pre-COVID job count. Trade, Transportation, and Utilities employment expanded by 11,700 jobs in May, which contributed to a series-high 40,300 positions added since January.

The Texas unemployment rate decreased over the month by 0.1 percentage points from 4.3 to 4.2 percent in May. This marked the lowest unemployment rate since the February 2020 pre-COVID level of 3.5 percent. Since May 2021 the Texas unemployment rate decreased by 1.7

points from a reading of 5.9 percent. The U.S. rate was unchanged for the third consecutive month at 3.6 in May, but remained at the lowest point since a pre-COVID rate of 3.5 percent. Annually, the U.S. unemployment rate decreased 2.2 percentage points from a May 2021 level of 5.8 percent.

The Texas civilian labor force reached new highs in 18 of the last 20 months after reaching a May level of 14,516,100 persons. The over-the- month increase of 56,700 persons marked the seventh largest increase in series history. The employed population increased by 69,100, while the number of unemployed decreased by 12,500.

Civilian Labor Force Estimated for Texas and the United States
Seasonally Adjusted (In Thousands)

TX Labor Force Statistics					US Labor Force Statistics				
	May-22	Apr-22	May-21	Yearly Change		May-22	Apr-22	May-21	Yearly Change
Civilian Labor Force	14,516,071	14,459,425	14,194,328	321,743	**Civilian Labor Force**	164,376,000	164,046,000	160,801,000	3,575,000
Employed	13,907,823	13,838,703	13,353,800	554,023	**Employed**	158,426,000	158,105,000	151,550,000	6,876,000
Unemployed	608,248	620,722	840,528	-232,280	**Unemployed**	5,950,000	5,952,000	9,251,000	-3,301,000
Unemployment Rate	4.2%	4.3%	5.9%	-1.7%	**Unemployment Rate**	3.6%	3.6%	5.8%	-2.2%

Texas Employment by Industry
Seasonally Adjusted (In Thousands)

INDUSTRY TITLE	Q4 2021 Employment	% of Total	Q3 2021 Employment	% of Total	Q4 2020 Employment	% of Total	Quarterly Change	Yearly Change
Total Nonagricultural	12,934,458	100.0%	10,214,087	100.0%	12,200,391	100.0%	26.6%	6.0%
Total Private	12,470,194	96.4%	9,746,980	95.4%	11,728,298	96.1%	27.9%	6.3%
Goods Producing	1,926,865	14.9%	1,891,784	18.5%	1,848,398	15.2%	1.9%	4.2%
Natural Resources and Mining	245,895	1.9%	238,437	2.3%	231,707	1.9%	3.1%	6.1%
Construction	786,725	6.1%	774,018	7.6%	756,352	6.2%	1.6%	4.0%
Manufacturing	894,245	6.9%	879,329	8.6%	860,339	7.1%	1.7%	3.9%
Service Providing	11,007,593	85.1%	8,322,303	81.5%	10,351,993	84.8%	32.3%	6.3%
Trade, Transportation, and Utilities	2,772,892	21.4%	265,156	2.6%	2,644,299	21.7%	945.8%	4.9%
Information	223,673	1.7%	217,916	2.1%	203,904	1.7%	2.6%	9.7%
Financial Activities	841,005	6.5%	822,613	8.1%	790,168	6.5%	2.2%	6.4%
Professional and Business Services	2,013,926	15.6%	1,936,610	19.0%	1,816,128	14.9%	4.0%	10.9%
Education and Health Services	2,985,387	23.1%	2,880,161	28.2%	2,895,695	23.7%	3.7%	3.1%
Leisure and Hospitality	1,365,709	10.6%	1,366,068	13.4%	1,214,404	10.0%	0.0%	12.5%
Other Services	340,737	2.6%	366,672	3.6%	315,302	2.6%	-7.1%	8.1%
Public Administration	464,264	3.6%	467,107	4.6%	472,093	3.9%	-0.6%	-1.7%

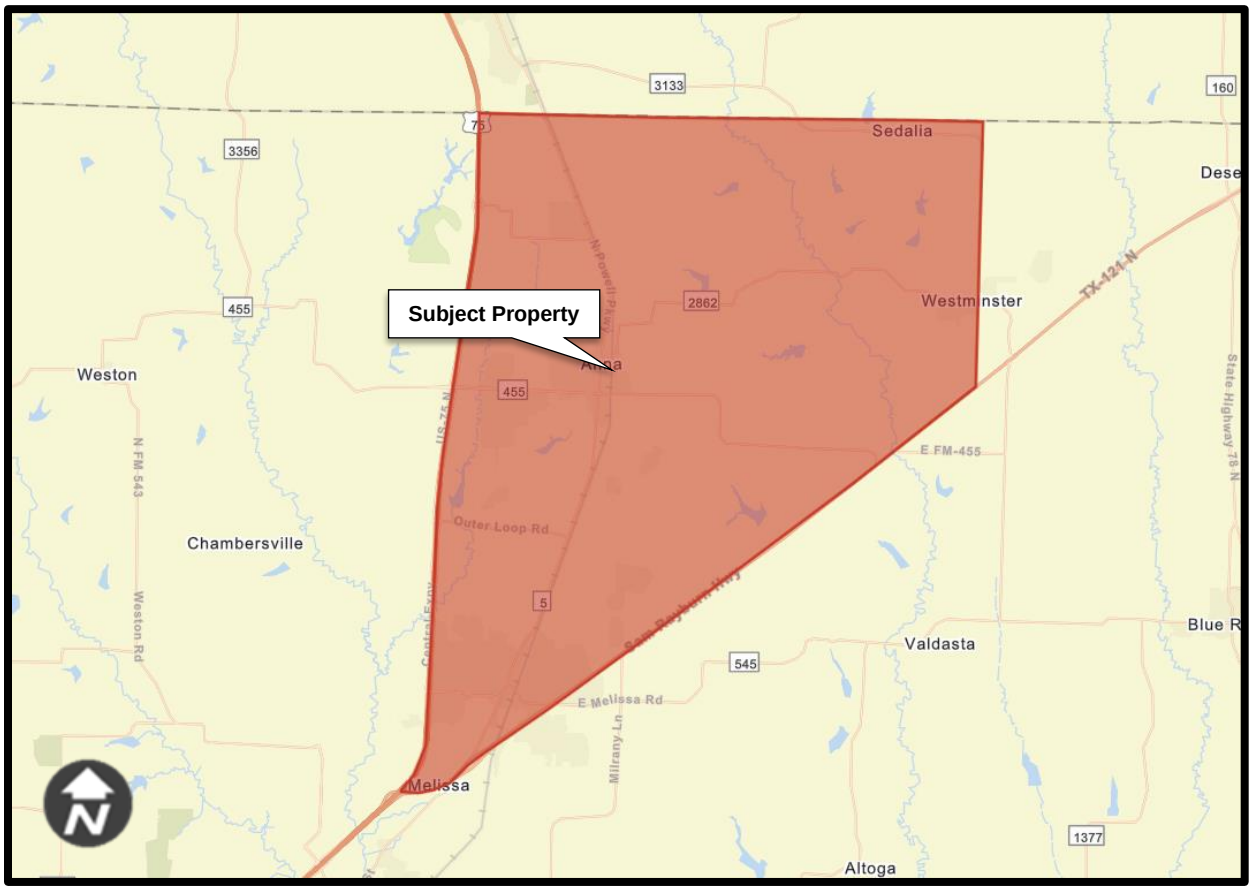
As illustrated in the recent statistics, the Dallas-Fort Worth-Arlington Metroplex continues to be one of the fastest growing areas of the United States prior to the COVID-19 pandemic. This trend is expected to continue in the future and through the year 2030, as population is expected to reach 9.1 million. More employers are expected to migrate to D/FW, and therefore provide an increased number of jobs. Dallas/Fort Worth accounts for over 30 percent of the State's gross regional product and is a national leader in the creation of new jobs, corporate relocations, and technology-related businesses. One of the primary factors in maintaining this employment growth is excellent access to the area provided by a well-developed highway system and D/FW International Airport, as well as an extensive rail transportation system. Since the late 1990s, the D/FW economy has shown good signs of growth and stability. Many experts are guardedly optimistic about the current economic outlook as it compares favorably to a softening national

economy and the last two years of erratic energy prices. Dallas/Fort Worth is larger today in population than 27 states, and is a major economic, social, and political center of both Texas and the United States. Due to the changing demographics, the regional economy in general, and the continued stability of the local government, expectations for the region's future are optimistic.

At the beginning of 2020, the Dallas/Fort Worth region had been impacted positively by a resurgence in the national economy since the Great Recession of 2008. The resurgence appears to have continued into 2022, despite the impact of the COVID-19 pandemic, as the D/FW market in general has gained economic growth and remained attractive for investment opportunities. Given this, indications are that market conditions within this region are moving in a positive direction; however, the forgoing is subject to the COVID-19 statement discussed previously in this report. It remains our contention at this time it is impossible to fully quantify the impact of the COVID-19 pandemic, subsequent lockdowns and economic disruptions on the commercial real estate market. However, it is our opinion that if there were to be a quick rebounding of the local and national economies post COVID-19, it would result in only a minimal loss in value, if any, to the subject, due to the strong Dallas/Fort Worth economy leading into the pandemic.

CITY/NEIGHBORHOOD ANALYSIS

A neighborhood is defined in The Appraisal of Real Estate, Fifteenth Edition, published by the Appraisal Institute, as *a group of complementary land uses*. [5] Land uses within a neighborhood are not necessarily homogeneous, as in a district, but are related in that property values are affected by the same factors. Neighborhood boundaries identify the physical area that influences the value of a subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of structures, street patterns, terrain, vegetation, and lot sizes tend to identify land use districts. Transportation arteries, bodies of water, and changing elevation can also be significant boundaries. To identify the neighborhood boundaries, we have followed the following four steps (summarized), as recommended within The Appraisal of Real Estate: *1) Examine the subject property; 2) Examine the area's physical characteristics, 3) Determine preliminary boundaries on a map; and 4) Determine how well the preliminary boundaries correspond to the demographic data.* [6]



The following neighborhood description will include a definition of the boundaries of the subject neighborhood, a discussion of the primary thoroughfares, types of improvements along these

5 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 138.

6 Ibid. page 141-142.

thoroughfares, the density of development, secondary street infrastructure, and a discussion of the type of commercial uses within the neighborhood. The subject neighborhood, as defined herein, is considered to be the immediate competing trade area for the subject property, taking into account the various types of land uses present or reasonably probable in the neighborhood, patterns and rates of growth, traffic patterns and density, and the density of land use, among other factors considered in the previously suggested steps. All of these factors are considered influential in the determination of the value of the subject.

Neighborhood Boundaries

The subject site is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas. The neighborhood boundaries are defined as follows:

North: Collin County Line
West: US Highway 75
South: State Highway 121
East: FM 3133

Location

The subject property is located in Anna, Collin County, Texas. The site is heavily influenced by the Dallas/Fort Worth Metroplex. The subject property is located approximately 40 miles northeast of the Dallas Central Business District. Primary north/south roadways within the neighborhood include the following: US Highway 75, Powell Parkway, and Ferguson Parkway. Primary east/west roadways include the following: State Highway 121, Collin County Outer Loop, and FM 455.

Population

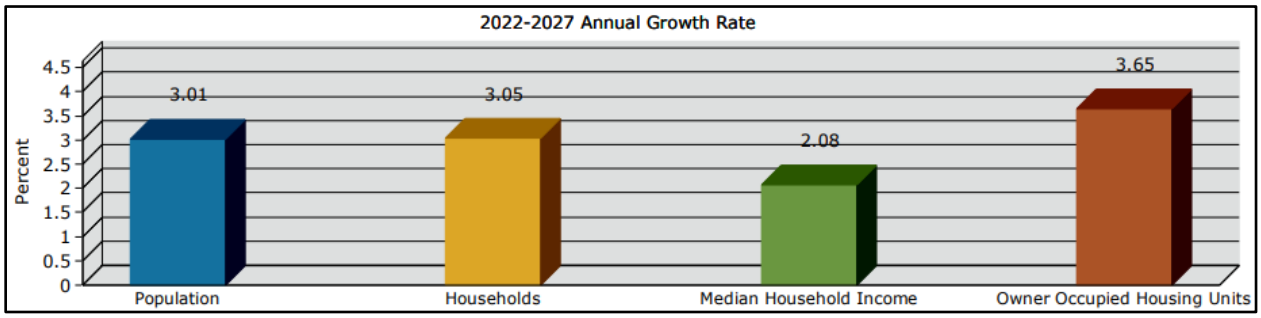
As can be seen in the following charts provided via the Site to do Business, the 2022 population estimate was 39,716. The population has grown at a relatively rapid rate of 8.17 percent annually since 2010. Population between 2022 and 2027 is expected to grow at a relatively rapid rate of 3.01 percent annually. The charts for population and household growth are located below.

Population	
2010 Population	14,622
2020 Population	32,079
2022 Population	39,716
2027 Population	46,062
2010-2020 Annual Rate	8.17%
2020-2022 Annual Rate	9.96%
2022-2027 Annual Rate	3.01%
2022 Male Population	49.3%
2022 Female Population	50.7%
2022 Median Age	33.4

In the identified area, the current year population is 39,716. In 2020, the Census count in the area was 32,079. The rate of change since 2020 was 9.96% annually. The five-year projection for the population in the area is 46,062 representing a change of 3.01% annually from 2022 to 2027. Currently, the population is 49.3% male and 50.7% female.

2010 Households	4,720
2020 Households	9,895
2022 Households	12,253
2027 Households	14,239
2010-2020 Annual Rate	7.68%
2020-2022 Annual Rate	9.97%
2022-2027 Annual Rate	3.05%
2022 Average Household Size	3.24

The household count in this area has changed from 9,895 in 2020 to 12,253 in the current year, a change of 9.97% annually. The five-year projection of households is 14,239, a change of 3.05% annually from the current year total. Average household size is currently 3.24, compared to 3.24 in the year 2020. The number of families in the current year is 9,792 in the specified area.



Income

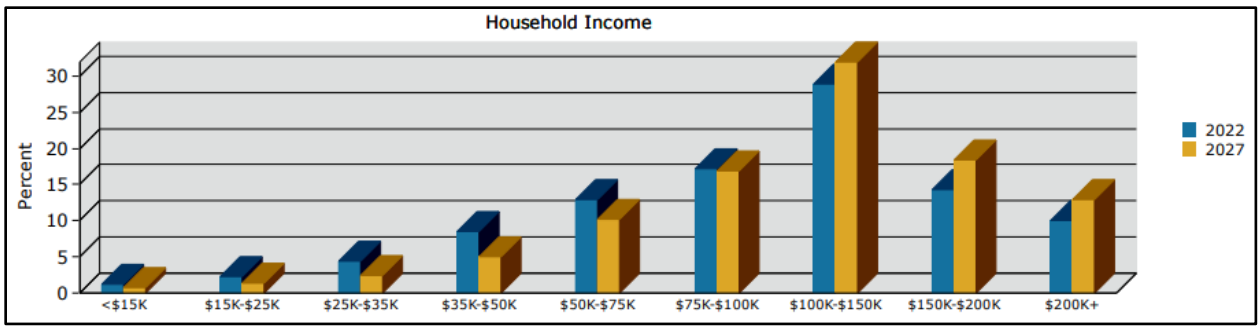
According to the Site to do Business, the 2022 median household income within the neighborhood was $103,368, which is above the national average of $72,414. Income is projected to grow at a relatively rapid rate of 3.20% over the next five years. Located below is a chart detailing the median, average and per capita income for the subject neighborhood.

Median Household Income	
2022 Median Household Income	$103,368
2027 Median Household Income	$114,564
2022-2027 Annual Rate	2.08%
Average Household Income	
2022 Average Household Income	$124,741
2027 Average Household Income	$146,039
2022-2027 Annual Rate	3.20%
Per Capita Income	
2022 Per Capita Income	$38,615
2027 Per Capita Income	$45,308
2022-2027 Annual Rate	3.25%
Households by Income	

Current median household income is $103,368 in the area, compared to $72,414 for all U.S. households. Median household income is projected to be $114,564 in five years, compared to $84,445 for all U.S. households

Current average household income is $124,741 in this area, compared to $105,029 for all U.S. households. Average household income is projected to be $146,039 in five years, compared to $122,155 for all U.S. households

Current per capita income is $38,615 in the area, compared to the U.S. per capita income of $40,363. The per capita income is projected to be $45,308 in five years, compared to $47,064 for all U.S. households



Employment

According to the Site to do Business, employment was relatively low with an unemployment rate of 2.5%. The main industries within the city include Services and Retail Trade. Approximately 69.8% of residents work in white-collar jobs.

2022 Civilian Population 16+ in Labor Force	
Civilian Population 16+	19,514
Population 16+ Employed	97.5%
Population 16+ Unemployment rate	2.5%
Population 16-24 Employed	11.1%
Population 16-24 Unemployment rate	9.2%
Population 25-54 Employed	71.6%
Population 25-54 Unemployment rate	1.7%
Population 55-64 Employed	15.1%
Population 55-64 Unemployment rate	1.7%
Population 65+ Employed	2.3%
Population 65+ Unemployment rate	0.0%
2022 Employed Population 16+ by Industry	
Total	19,022
Agriculture/Mining	1.1%
Construction	6.4%
Manufacturing	6.8%
Wholesale Trade	3.1%
Retail Trade	13.7%
Transportation/Utilities	6.5%
Information	2.0%
Finance/Insurance/Real Estate	10.2%
Services	46.1%
Public Administration	4.1%
2022 Employed Population 16+ by Occupation	
Total	19,020
White Collar	69.8%
Management/Business/Financial	20.7%
Professional	27.2%
Sales	9.2%
Administrative Support	12.7%
Services	11.4%
Blue Collar	18.8%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	4.4%
Installation/Maintenance/Repair	2.4%
Production	2.4%
Transportation/Material Moving	9.6%

Conclusion

At the beginning of 2020, the neighborhood had been impacted positively by a resurgence in the national economy since the Great Recession of 2008. The resurgence continued throughout 2019 and was anticipated to continue into the near future. The D/FW market in general gained economic growth and remained attractive for investment opportunities. Given this, indications were that market conditions within this neighborhood were moving in a positive direction; however, the forgoing is subject to the COVID-19 statement discussed previously on Page 7. It is our opinion that if there were to be a quick rebounding of the local and national economies post COVID-19, it would result in only a minimal loss in value, if any, to the subject, due to the strong Dallas/Fort Worth economy leading into the pandemic.

SECTION III - FACTUAL DESCRIPTIONS AND ANALYSES

SITE DESCRIPTION AND ANALYSIS

Site description consists of comprehensive factual data, information on land use restrictions, a legal description, other title and record data, and information on pertinent physical characteristics. Site analysis goes further. It is a careful study of factual data in relation to the market area characteristics that create, enhance, or detract from the utility and marketability of specific land or a given site as compared with other sites that it competes with. [7]

Location and Legal Description

The subject is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Collin County, Texas. The following is a summarized legal description for the subject site.

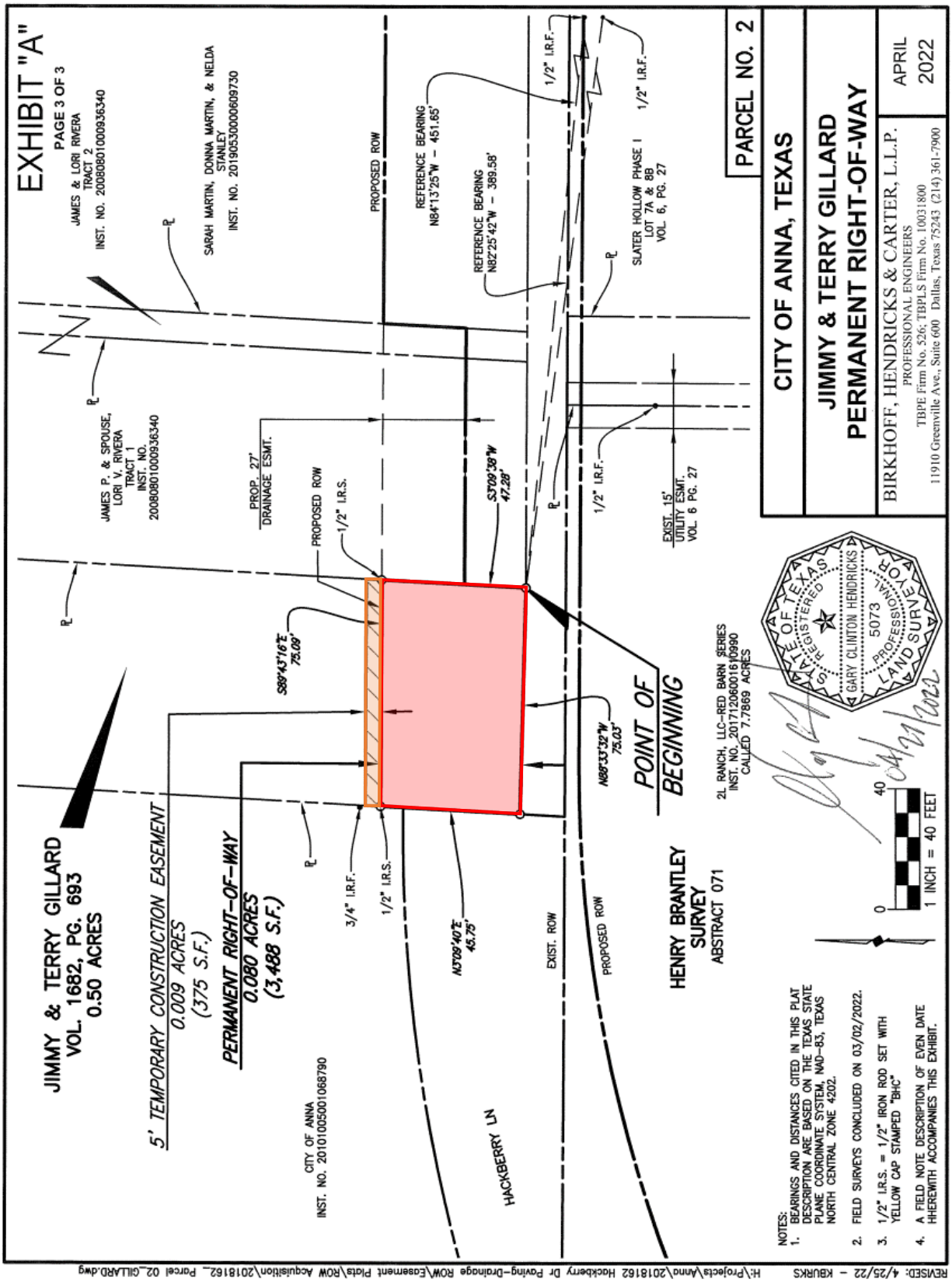
> ***Being a tract of land situated in the Henry Brantley Survey, Abstract No. 071, City of Anna, Collin County, Texas, and being part of a tract of land, conveyed to Jimmy and Terry Gillard, by deed recorded in Volume 1682, Page 693, Deed Records of Collin County, Texas (D.R.C.C.T).***

Size and Shape

The subject consists of a tract of land totaling 0.500 acres (21,780 square feet). The tract is rectangular in shape. According to the surveys provided by Birkhoff, Hendricks & Carter, LLP (located below), the portions of the site from which property rights will potentially be acquired involve a 0.080 acre (3,488 square foot) right-of-way acquisition and a 0.009 acre (375 square foot) temporary construction easement.

7 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 165.

Survey of the Acquisitions

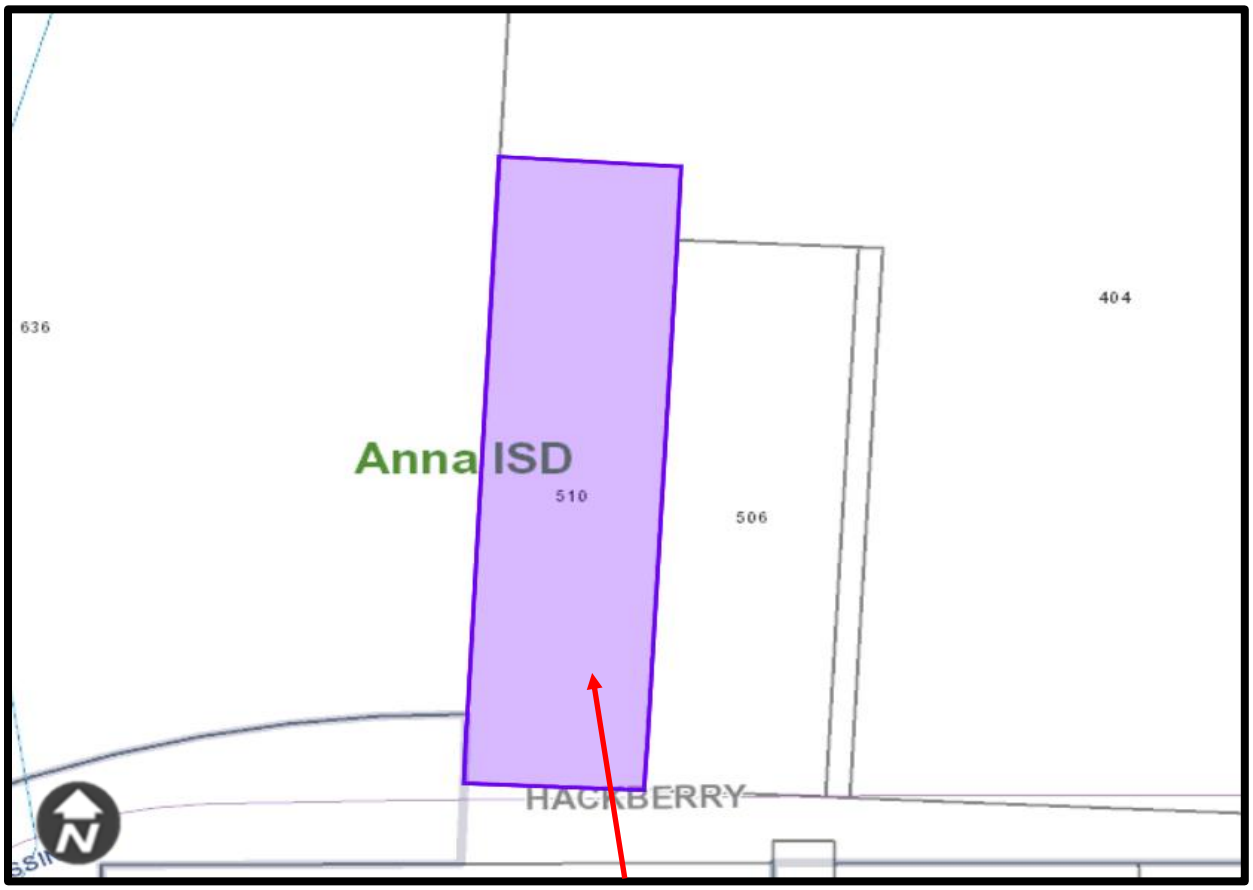


*The proposed right-of-way acquisition and TCE are highlighted in red and orange, respectively.

Access and Exposure

The subject parcel can be accessed from most areas of the Metroplex by traveling north along US 75 and exiting FM 455 towards Powell Parkway. The motorist would then travel north along Powell Parkway and turn west onto Hackberry Lane. The motorist would continue on Hackberry Lane until reaching the subject to the north. Given the subject property's location, access and exposure to the site is considered to be good.

Parcel Map



Subject Property

Topography

The topography of the subject tract has a near level topography. Furthermore, the topography should not limit the use of the property.

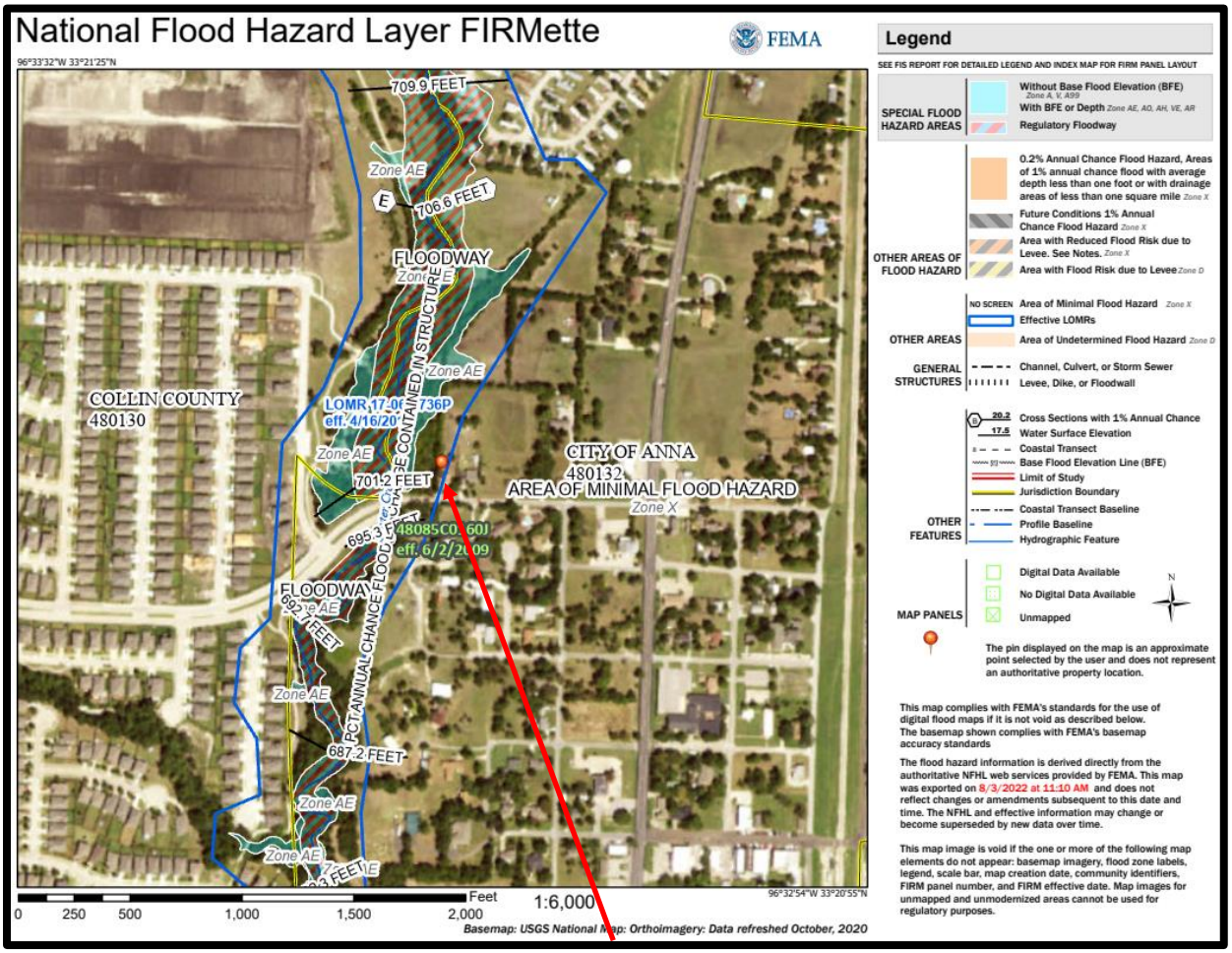
Environmental Concerns

The existence of any hazardous substances or materials was not observed upon the physical inspection of the tract. However, we are not qualified to detect these substances. It should be noted that the opinions of value found within this report are contingent upon the subject property

being free of any hazardous wastes deposited thereupon by the present or previous owners/tenants of the sites, which would adversely affect the value of the property.

Flood Zone

Our analysis of flood plain considerations was conducted through a review of Community-Panel Number 48085C0160J, dated June 2, 2009, as prepared by the Federal Emergency Management Agency (FEMA) National Flood Insurance Program. A copy of the FEMA map for the subject property is located as follows. After careful inspection of the property and analysis of flood plain maps, it appears that none of the subject lies within the 100-year flood plain.



Soils

Strict attention should be taken to the soils, insofar as preliminary site work preparation and excavation is concerned, as damage may occur to improvements if proper precautions are not undertaken. However, these soil characteristics are very common throughout the region and should not seriously hinder the development potential of the site, provided proper site preparation and planning is undertaken. Based upon the extent of development in the subject neighborhood,

there is no anticipated difficulty with improvements built upon these subsoil conditions, assuming proper design and workmanship.

Surrounding Land Uses

The land usage surrounding the subject property primarily consists of residential uses with some commercial uses scattered throughout. Residential uses are located in immediate proximity to the subject in all directions. An aerial photograph depicting the subject in relation to surrounding properties is located as follows.

Residential Subject Property Commercial

Easements

According to the surveys provided, it appears that a portion of the subject lies within the prescriptive right-of-way along Hackberry Lane. Aside from the aforementioned, no adverse easements appear to be located on the subject property. We were not furnished, and it is beyond the defined scope of our assignment to obtain title work for the subject property. For purposes of this analysis, we are assuming that only typical utility easements exist and that they would not, and/or have not adversely affected development of the subject property. If this assumption is not correct it could necessitate re-analysis.

Utilities and Public Services

The subject property appears to have access to all public utilities from the City of Anna. Telephone service is available to the area as well as police and fire protection.

Conclusion

The subject property is located in the City of Anna in Collin County. The site is comprised of 0.500 acres (21,780 square feet), is rectangular in shape, and has access to all public utilities. The site has good access/exposure characteristics for a residential-oriented property. The topography of the subject tract is near level and should not limit the use of the property. Additionally, the subject does not appear to be adversely affected by the presence of flood plain. However, a portion of the subject does appear to lie within the prescriptive right-of-way along Hackberry Lane. Soil and subsoil conditions are not anticipated to severely restrict the development potential of the site.

ZONING AND LAND USE RESTRICTIONS

The subject tract is within the corporate limits of the City of Anna. The tract is currently zoned SF-1, Single Family Residential District. According to the Anna Code of Ordinances, the SF-1, Single Family Residential District is “designed to accommodate the standard single-family residential development. The district can be appropriately located in proximity to multifamily residential areas and certain neighborhood local retail and office uses”. This zoning district allows for single family residential uses. There are no other known deed restrictions, either public or private, that would further limit the utilization of the subject property. This statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examinations by a competent attorney on the property appraised is recommended if any questions regarding such restrictions should arise. Deed restrictions are matters legal in character within the State of Texas, and only title examination by a qualified attorney can result in an informed opinion. Should there be a question regarding the compliance with any existing deed restrictions, we recommend a title examination by a licensed and qualified title attorney to the extent assurances to this matter are desired. A copy of the City of Anna zoning map as well as zoning requirements for the subject can be found following this paragraph.

Zoning Map

Subject Property

	AG	SF-E	SF-20.0	SF-14.5	SF-12.0	SF-10.5	SF-84	SF-72	SF-1	SF-60	SF-2
Maximum height (feet)	35	35	35	35	35	35	35	35	35	35	35
Side yard, interior (feet)	15	15	10 (e)	9 (e)	8 (e)	8 (e)	10	(c)	(c)	(c)	(c)
Side yard, corner lot, street side (feet)	25	25	15	15	15	15	15	15	15	15	15
Rear yard (feet) (d)	25	25	25	25	25	25	25	25	25	25	25
Front yard (feet)	35	25	30	30	30	25	25	25	25	25	25
Lot area (feet)	43,560	43,560	20,000	14,500	12,000	10,500	8,400	7,200	7,200	6,000	6,000
Min. lot width (feet)	75	75	100	90	80	80	70	60	60	50	50
Min. lot depth (feet)	120	120	150	135	130	120	120	120	120	120	120
Max. lot coverage (%)	40%	40%	35%	35%	40%	40%	35%	40%	40%	45%	45%
Building size (square feet)	2400	2400	2500	2200	2200	2200	2000	1800	1800	1600	1600
Masonry* (%)	80%	80%	80%	80%	80%	80%	80%	80%	0%	80%	80%

TAX ANALYSIS

The Texas legislature has provided for a unified system of taxation for the assessment and collection of real property taxes. In each county an appraisal district is established for the purpose of listing and assessing all real estate within the county. Real property is presumably assessed at 100 percent of market value. Once the taxable value of the property is established by the appraisal district, each of the individual taxing authorities within the county set their own tax rates. The subject property is assessed by the Collin CAD. The following table depicts the taxing jurisdictions and historical property tax rates pertaining to the subject property:

Collin County Tax Rates						
Tax Authority	**2017**	**2018**	**2019**	**2020**	**2021**	**Compound Rate of Change 2017-2021**
Collin County	$0.1922460	$0.1807850	$0.1749510	$0.1725310	$0.1680870	-3.30%
City of Anna	0.6012880	0.5912880	0.5912880	0.5830000	0.5695000	-1.35%
Anna ISD	1.6700000	1.6700000	1.5683500	1.4746000	1.4603000	-3.30%
Collin County Community College	0.0798100	0.0812220	0.0812220	0.0812220	0.0812220	0.44%
Total Tax Rate	**$2.543344**	**$2.523295**	**$2.415811**	**$2.311353**	**$2.279109**	**-2.71%**

As the above table indicates, the overall tax rate for property located within this portion of Collin County have been decreasing by 2.71 percent per year during the five year period. Tax rates are anticipated to remain relatively flat in subsequent years. The subject account number and 2022 assessed value are as follows:

Tax Summary					
Tax Authority	**Tax Rate Per $100**	**Assessed Value**	**Homestead Cap Loss**	**Taxable Value**	**Estimated Taxes**
Collin County	$0.168087	$148,118	$54,723	$93,395	$157
City of Anna	$0.569500	$148,118	$54,723	$93,395	$532
Anna ISD	$1.460300	$148,118	$54,723	$93,395	$1,364
Collin County Community College	$0.081222	$148,118	$54,723	$93,395	$76
				Total Taxes:	**$2,129**

The subject has a 2022 assessed value of $148,118. However, the subject currently has a homestead exemption in place. Upon deducting the subject's homestead exemption, a taxable value of $93,395 results. This equates to a tax expense of $2,129 based upon the 2021 tax rate of $2.279109/$100 of assessed value. The land portion of the subject appears to be reasonably assessed.

SUBJECT PROPERTY PHOTOGRAPHS

Exterior view of the subject's main improvements

Viewing east across the proposed acquisition area

SUBJECT PROPERTY PHOTOGRAPHS

Viewing west across the proposed acquisition area

Viewing east down Hackberry Lane from subject

Viewing west down Hackberry Lane from subject

HIGHEST AND BEST USE ANALYSIS

The economic principles which affect the market value of real property also play a significant role in forming the property's highest and best use. In all valuation assignments, value opinions are based upon use. The highest and best use of a property provides the foundation for a thorough investigation of the competitive positions of market participants. Consequently, highest and best use can be described as the foundation upon which market value rests. The highest and best use of a property is defined as follows:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.* [8]

With regard to vacant land, the highest and best use is generally regarded as that use among all reasonable, alternative uses, which yields the highest present land value, after payments are made for labor, capital, and coordination. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use.

Analysis of the highest and the best use of a property as improved implies that the existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. Furthermore, the existing use will continue, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. The most probable use is defined as follows:

1) *The use to which a property will most likely be put based on market analysis and the highest and best use conclusion. The most probable use is the basis for the most probable selling price of the property*

2) *Highest and best use in the context of market value.* [9]

8 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 109.

9 Ibid. page 152.

To test for the most feasible or the highest and best use for land as vacant all logical and feasible alternatives must be analyzed. All alternative uses must meet four criteria. The criteria are as follows:

1) The legal use of the site – what uses of the site are permitted under applicable zoning ordinances and other legal restrictions.

2) The physical use of the site – what potential uses of the site are physically possible.

3) The feasible use of the site – what possible and legally permissible use of the site will produce a positive return.

4) The maximum productive use of the site – among the highest financially feasible uses, the use that provides the highest rate of return, or value (given a constant rate of return), is the highest and best use.

While some investors/developers seek to maximize their returns, most seem to operate on the belief that the available information is too imperfect to permit optimization or maximization. It appears that the typical investor is satisfied if their investment can be expected to return a yield that will meet their standards. Thus, it is possible for more than one single use to be feasible for a site if the uses meet an investment criteria of the typical investor/developer for a property.

Generally accepted professional appraisal practice dictates that in appraising improved property, the highest and best use be estimated under two different premises. First, the highest and best use of the site "as vacant and available" must be estimated. The second analysis estimates the highest and best use of the property "as improved or proposed to be improved."

Highest and Best Use of the Site As If Vacant

The first question to be answered, ***What uses are legally permissible?*** requires a review of the zoning restrictions applicable to the site. As indicated in the Zoning and Land Use Restrictions section of this report, the tract is currently zoned SF-1, Single Family Residential District. According to the Anna Code of Ordinances, the SF-1, Single Family Residential District is "designed to accommodate the standard single-family residential development. The district can be appropriately located in proximity to multifamily residential areas and certain neighborhood local retail and office uses". This zoning district allows for single family residential uses.

Addressing the second question, ***What uses of the site are physically possible?*** requires a review of the physical characteristics of the site. The subject tract is rectangular in shape and is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas. The subject property consists of 0.500 acres. The size of a parcel of land is important in terms of feasible development alternatives, and, ultimately, the value of the land. Optimal size is that which allows the highest marginal returns on investment after development. A tract of land which is too large is worth more in subdivided parcels whereas a tract which is too small for development is worth more when combined with contiguous sites. A less than optimally sized small tract may be

further constrained if contiguous tracts are currently developed to their highest and best use. In such a case, assemblage may not be a viable alternative. The immediate surrounding area is predominantly residential uses.

This 0.500 acre site would be physically feasible to develop due to its shape and size. The site is generally level which is beneficial for most urban types of development. Additionally, none of the subject appears to lie within the flood plain. A portion of the subject does appear to lie within the prescriptive right-of-way along Hackberry Lane. Furthermore, the topography of the site does not significantly limit its use. Therefore, residential development is a physically possible use for the subject.

Answering the third and fourth questions, ***What uses are financially feasible?*** and ***What uses are maximally productive?*** requires an analysis of potential income based on demand that could be expected from all physically possible and legally permissible uses.

Upon inspection of the surrounding neighborhood, the current land sales within the subject neighborhood have been acquired for either speculative investments or residential development. Given the subject's location along a primarily residential thoroughfare, a residential-oriented use appears to be the most likely potential use of the site. Therefore, the highest and best use of the site, as if vacant, is for residential use.

Highest and Best Use, as Improved

The preceding analysis is for the subject site, as if vacant. This section treats the highest and best use of the property as improved. The site is improved with a single-family residence and site improvements.

Therefore, considering the highest and best use, as vacant, the improvements do contribute to property value above and beyond the value of the underlying land. Furthermore, an alternative use of the property would likely not result in a higher value than the current use as a single family residence. Therefore, the continued operation of the existing residence results in the highest overall value considering the alternatives. In our opinion, the highest and best use of the site, as improved, is for continued use of the current residential improvements. The proposed acquisitions do damage the improvements as setback requirements will not be met from the new right-of-way. Additionally, the proposed right-of-way acquisition and temporary construction easement appears to encroach upon the improved portion of the subject. Thus, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants.

THE APPRAISAL PROCESS

The appraisal process represents a logical analysis of the factors that bear upon the present value of real estate. In this process, three basic approaches are typically used by appraisers: 1) the Cost Approach, 2) the Income Capitalization Approach, and 3) the Sales Comparison Approach.

The Cost Approach is based upon the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject. First, the subject's site is valued (as if vacant) by comparing it to the sale of similar sites using the Direct Sales Comparison Approach. The reproduction cost new is then estimated for the subject improvements, and from this, an amount is deducted for depreciation from all causes to arrive at a value via the Cost Approach.

The Sales Comparison Approach is based upon the proposition that an informed purchaser would pay no more for a property than the cost to him of acquiring a similar property with the same utility. In this approach, similar properties that have recently sold are compared to the subject. Notable differences in the utilized comparables are adjusted to the subject in the process. Comparisons are made and are typically based upon the terms of sale, age, location, size, financing, and physical characteristics. The adjustments are abstracted from and/or otherwise supported to represent the actions of buyers and sellers in the market. The value range that is indicated by the adjusted comparable sales is correlated or reconciled into a final value opinion via this approach.

The Income Capitalization Approach is the process in which the anticipated flow of future benefits (dollar income or amenities) is discounted to a present worth figure through a capitalization or direct discount procedure. All expenses attributable to the real estate are deducted from an effective gross income estimate to arrive at forecasts of applicable net income streams. The net income streams are then "capitalized" or discounted into value by market abstracted rates. The purpose of ownership is to generate income and provide to the owner a sufficient return on his/her investment to make the purchase of such a property attractive.

The subject property consists of 0.500 acres of land improved with a single family residence and other site improvements. Therefore, we have provided a value of the site via the Sales Comparison Approach utilizing comparable land sales.

SECTION IV – LAND VALUATION

LAND VALUATION

"Sales comparison is usually the preferred methodology for developing an opinion of site value. When this method is used, most of the techniques for selecting comparable sales and making adjustments that are described in Chapter 20 [of *The Appraisal of Real Estate, Fifteenth Edition*] *can be applied to site valuation. When there are not enough sales of similar parcels for the application of sales comparison, alternative methods such as market extraction, allocation, land residual analysis, and various income capitalization techniques may be used."* [10] All of these land valuation procedures, which are summarized below, are derived from the three traditional approaches to value.

- Sales Comparison – Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.

- Market Extraction – An estimate of the contributory value of improvements is deducted from the total sale price of a property to arrive at an indicated land value for the comparable. The indicated land values of the comparables are then compared to provide a value indication for the land being appraised.

- Allocation – A ratio of site value to property value is extracted from comparable sales in competitive locations and applied to the value of the improved subject property or comparable properties to develop the site value.

- Direct Capitalization: Land Residual Analysis – The net operating income attributable to the land is capitalized or the cost to construct an improvement is deducted from the value as if completed to produce an indication of the land's contribution to the total property.

- Direct Capitalization: Ground Rent Capitalization – A market-derived capitalization rate is applied to the ground rent of the subject property.

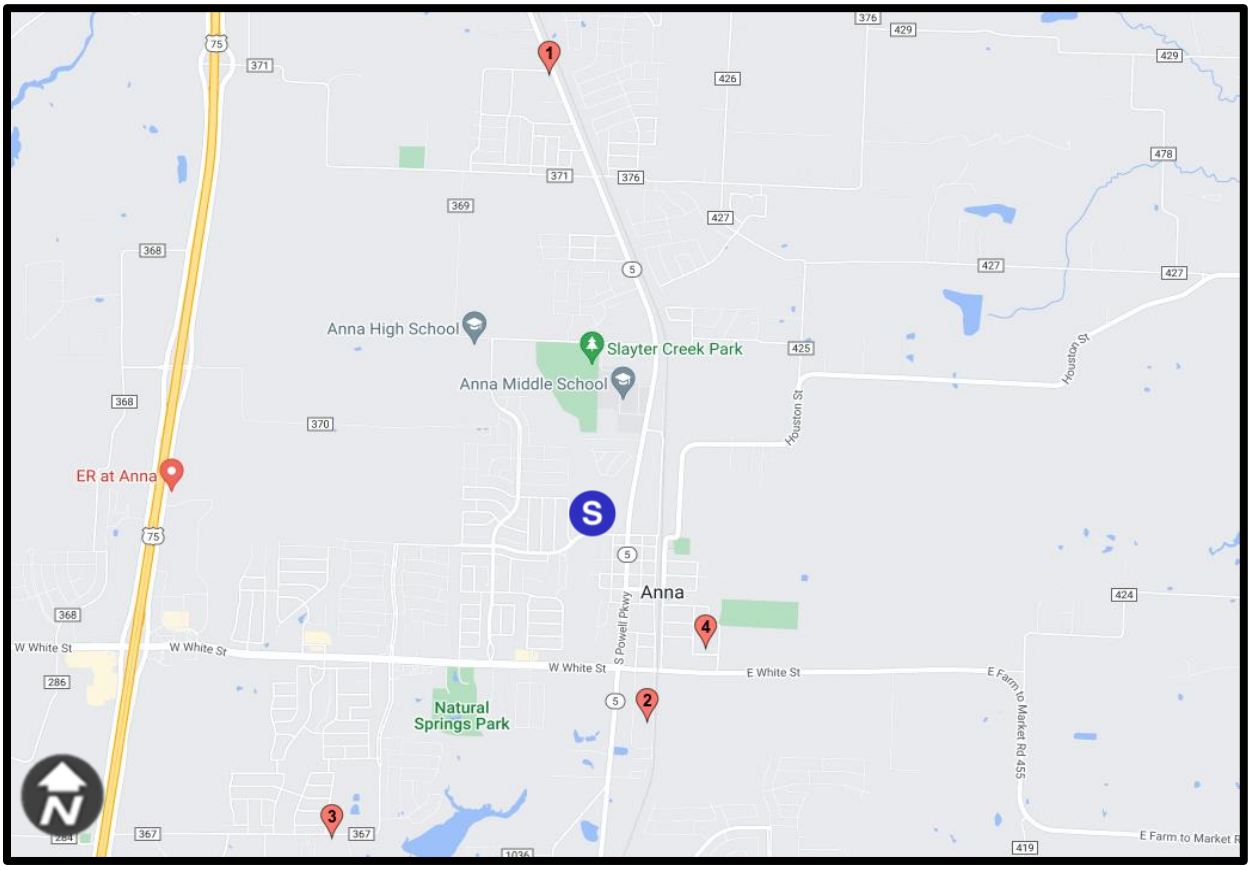
- Yield Capitalization: Discounted Cash Flow Analysis-Subdivision Development Analysis – Direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots or units, and the net sales proceeds are discounted to present value at a market-derived rate over the development and absorption period. If entrepreneurial incentive is not deducted as a line-item expense, then the discount rate must reflect the full effect of any profit.

When sufficient market data is available, the best method of site valuation is the Sales Comparison Approach. This method calls for comparison weighing and relating sales data to the site being appraised. The data can be analyzed and the indications of adjustments for time, location, physical utility and conditions of sale, can then be applied so as to result in a meaningful value opinion for the subject site. For a sale to be truly comparable, the highest and best use of the comparable land should be the same or similar to the appraised site. This is the method of site valuation, which will be utilized in this report.

10 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, pages 339.

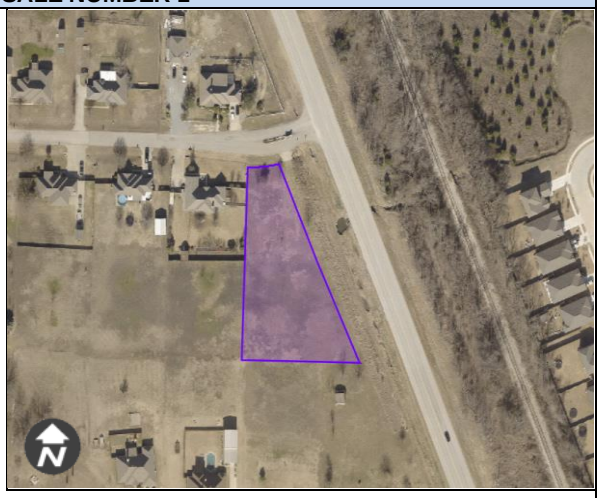
COMPARABLE LAND SALES PRESENTATION

The subject market was searched for sales of tracts of land most comparable to the subject. After sales were selected for more analysis, the public records were researched and verification of the details of the sales was obtained from parties knowledgeable concerning the sales. We then analyzed the specific differences and made appropriate adjustments, abstracting these adjustments from the market whenever possible. The final reconciliation of these adjusted sales indicated a value of the subject property. A map depicting the location of the sales in comparison to the subject property is located below.



Map Comparable Summary			
Map #	**Date of Sale**	**Size (Acres)**	**Sales Price/SF**
1	5/13/21	0.955	$2.16
2	5/4/21	0.657	$2.10
3	7/24/20	1.132	$1.72
4	12/13/19	0.331	$2.36
S	-	**0.500**	**Subject**

COMPARABLE LAND SALE NUMBER 1



PROPERTY IDENTIFICATION

Location (Physical):	SWC Butler St & Powell Pkwy Anna, TX
Legal Description:	Lot 28, Block C, Tara Farms Addition

TRANSACTION DATA

Grantor:	Thomas & Rebecca Boling		
Grantee:	Victor Zacarias		
Date of Sale:	May 13, 2021	**Sales Price:**	$90,000
Recording Information:	Doc #20210514000977480	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$90,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Butler Street & Powell Parkway	**Size of the Tract:**	0.955 acres
Configuration:	Near Triangular		41,595 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	PD-R, Planned Development Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.16
Cash Equivalent Price Per Sq. Ft.:	$2.16

VERIFICATION

Contact Person:	Lisa Biddle	**Telephone Number:**	972-333-0301
Position:	Listing Agent		

COMMENTS

This property is located at the southwest corner of Butler Street and Powell Parkway in Anna, Texas. The property reportedly sold for $90,000, or $2.16 per square foot.

COMPARABLE LAND SALE NUMBER 2

PROPERTY IDENTIFICATION

Location (Physical):	W Line Riggins St, S of White St Anna, TX
Legal Description:	Lot 7, Cunningham Estates Addition

TRANSACTION DATA

Grantor:	Tommy Cunningham		
Grantee:	Arturo Garcia		
Date of Sale:	May 4, 2021	**Sales Price:**	$60,000
Recording Information:	Doc #20210506000918250	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$60,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Riggins Street	**Size of the Tract:**	0.657 acres
Configuration:	Rectangular		28,619 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	SF1, Single Family Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.10
Cash Equivalent Price Per Sq. Ft.:	$2.10

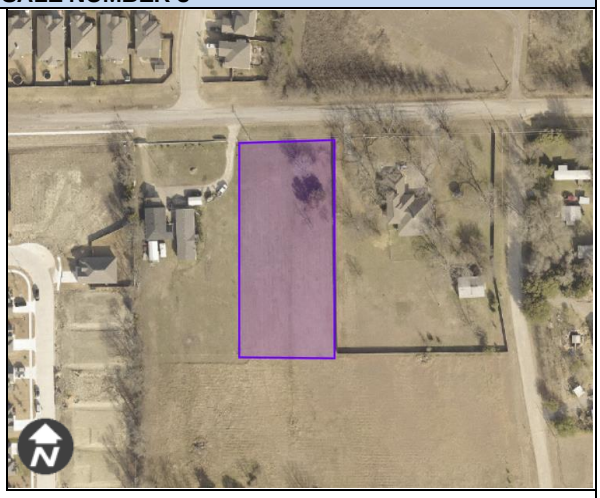
VERIFICATION

Contact Person:	Sandra Prieto	**Telephone Number:**	214-274-4599
Position:	Listing Agent		

COMMENTS

This property is located along the west line of Riggins Street, south of White Street in Anna, Texas. The property reportedly sold for $60,000, or $2.10 per square foot.

COMPARABLE LAND SALE NUMBER 3



PROPERTY IDENTIFICATION

Location (Physical):	S Line Taylor Blvd, W of Quanl Creek Rn Anna, TX
Legal Description:	Lot 2, Block A, Quail Creek Run Place Addition

TRANSACTION DATA

Grantor:	Kurtis & Amanda Clifton		
Grantee:	David Aguilera & Brisa Covarrublas		
Date of Sale:	July 24, 2020	**Sales Price:**	$84,900
Recording Information:	Doc #20200724001169660	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$84,900
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	Taylor Boulevard	**Size of the Tract:**	1.132 acres
Configuration:	Rectangular		49,310 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	Electric & Water
Zoning:	Unzoned		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$1.72
Cash Equivalent Price Per Sq. Ft.:	$1.72

VERIFICATION

Contact Person:	Steve Depriest	**Telephone Number:**	972-948-3122
Position:	Listing Agent		

COMMENTS

This property is located along the south line of Taylor Boulevard, west of Quail Creek Run in Anna, Texas. The property reportedly sold for $84,900, or $1.72 per square foot.

COMPARABLE LAND SALE NUMBER 4

PROPERTY IDENTIFICATION

Location (Physical):	N Line 8th St, E of Easton Dr Anna, TX
Legal Description:	Gwynn Morrison Survey, Abstract No. 559

TRANSACTION DATA

Grantor:	Dennis & Theresa Murphy		
Grantee:	Scott Kircher & Paula Barnett		
Date of Sale:	December 13, 2019	**Sales Price:**	$34,000
Recording Information:	Doc #20191216001597030	**Participant's Sale Terms:**	Cash to Seller
Property Rights Conveyed:	Fee Simple Estate	**Cash Equivalent Price:**	$34,000
Conditions of Sale:	Arm's Length Transaction	**Intended Use:**	Residential

PHYSICAL CHARACTERISTICS

Road Frontage:	8th Street & Easton Drive	**Size of the Tract:**	0.331 acres
Configuration:	Rectangular		14,418 square feet
Flood Plain:	0%	**Improvements:**	None
Topography:	Level	**Utilities:**	All Available
Zoning:	SF1, Single Family Residential		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	$2.36
Cash Equivalent Price Per Sq. Ft.:	$2.36

VERIFICATION

Contact Person:	Peggy Robinson	**Telephone Number:**	972-658-4855
Position:	Listing Agent		

COMMENTS

This property is located along the north line of 8th Street, just east of Easton Drive in Anna, Texas. The property reportedly sold for $34,000, or $2.36 per square foot.

LAND SALES ANALYSIS

The process of comparing similar market sales to the subject property is fundamental to the sales comparison approach, and usually provides the most credible and reliable indication of value. If a comparable property has an element of comparison that is superior to the subject property, a downward adjustment is made to the comparable sale. If the element of comparison is inferior, then an upward adjustment is made. The adjustment process is not an exact science. Experience, knowledge and objectivity are required on the part of the appraiser for the application of the appropriate level of adjustment. Competent analysis leads us to a narrow range of variance among the adjusted comparable sales, and to a high degree of confidence in reconciliation. The analyses of the adjustments we considered relevant are found in the following paragraphs.

Summary of Comparable Sales

Sale No.	Location (Physical)	Date of Sale	Size (Acres)	Utilities	Zoning	Topography	Flood Plain	Sales Price PSF	Intended Use
1	SWC Butler St & Powell Pkwy Anna, TX	5/13/21	0.955	All Available	PD-R, Planned Development Residential	Level	0%	$2.16	Residential
2	W Line Riggins St, S of White St Anna, TX	5/4/21	0.657	All Available	SF1, Single Family Residential	Level	0%	$2.10	Residential
3	S Line Taylor Blvd, W of Quanl Creek Rn Anna, TX	7/24/20	1.132	Electric & Water	Unzoned	Level	0%	$1.72	Residential
4	N Line 8th St, E of Easton Dr Anna, TX	12/13/19	0.331	All Available	SF1, Single Family Residential	Level	0%	$2.36	Residential
Subject:	N Line Hackberry Ln, W of Powell Pkwy Anna, TX	-	0.500	All Available	SF1, Single Family Residential	Level	0%	-	-

Financing Terms

All of the comparable land sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property; therefore, no adjustments were required for advantageous seller financing.

Property Rights Conveyed

This adjustment involves the type of real property interest that is conveyed in a sales transaction. All of the comparable transactions conveyed fee simple ownership rights; thus, no adjustments were required for this factor.

Conditions of Sale

Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the seller wants to quickly liquidate his assets or where there is an atypical financial, business, friend or family relationship between the principals involved which affect the selling price of the property. All of the Comparables had similar conditions of sale to that of the subject and will not be adjusted.

Expenditures After Sale

This adjustment accounts for any expenses the purchaser of the property occurs immediately after the purchase of the property. Some examples of these items could include environmental clean-up, demolition costs, deferred maintenance, HVAC replacement/repair, renovations, parking lot repair/replacement, cosmetic upgrades, etc... Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the buyer is aware that such expenditures after the sale must occur in order to operate the property sufficiently. Any necessary adjustments for Expenditures After Sale have been made within the individual Comparable write-ups. Therefore, no further adjustments are necessary.

Market Conditions

This adjustment is generally made after the other transactional adjustments have been made (property rights conveyed, financing, conditions of sale, and expenditures after sale). This adjustment addresses potentially differing market conditions between the subject property (date of appraisal), and the sales dates of the Comparables. As a test, the sales adjusted prices when compared to the subject were chronologically arrayed by sale date and only adjusted for the appropriate physical conditions in order to determine if adjustments for changing market conditions is warranted.

The table below depicts the Price/Sq. Ft. for each comparable which has been adjusted for the other transactional adjustments (property rights conveyed, financing, conditions of sale, and expenditures after sale). The % Physical Adjustment column indicates the total adjustments made for all physical characteristics (location, size, corner, utilities, topography zoning, flood plain, etc.) as shown in the adjustment grid at the conclusion of this section of the report. The Adjusted Price/Sq. Ft. is calculated by applying the % Physical Adjustment for each sale to its Price/Sq. Ft. By analyzing the comparable sales adjusted prices per square foot after all other adjustments have been made, trends in land prices over the time period may become apparent. However, given the small sample size, the appraisers' judgment is also relied upon based upon knowledge gained from experience in the market over this time period.

Market Conditions Comparison				
Comparable Number	**Date of Sale**	**Unadjusted Price/Sq. Ft.***	**Physical % Adjustment**	**Adjusted Price/Sq. Ft.**
Comparable 1	May 13, 2021	$2.16	5%	$2.27
Comparable 2	May 4, 2021	$2.10	2%	$2.14
Comparable 3	July 24, 2020	$1.72	16%	$2.00
Comparable 4	December 13, 2019	$2.36	-3%	$2.29

*Inclusive of any necessary transactional adjustments

In closely analyzing the market Comparables, there appears to be an upward trend in sales prices. Additionally, market participants indicate that market conditions have been improving for this property type. Therefore, each Comparable will be adjusted upwards by 5 percent per year. This is subject to the COVID-19 statement discussed previously in this report. Therefore, in our opinion, the market conditions adjustments are considered reasonable.

Location/Access

The axiom that "location is the most important physical characteristic of real estate" suggests that this component warrants paramount consideration in the adjustment process. Therefore, the locations of the Comparables are the first of the physical characteristics to be considered. The sales researched and included herein involve properties with similar highest and best uses as that of the subject. The subject property is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas.

All of the Comparables are located in similar areas of development and along similar residential roadways as the subject. Therefore, no adjustments will be made.

Size

The subject has a total land size of 0.500 acres. Typically, smaller tracts sell for more per unit than larger sites. In reviewing market trends and the data set, the market appears to recognize a difference in price for tracts substantially different in size. A market observation witnessed throughout the Texas market area and most metropolitan areas in the southwest supports an adjustment of 5 to 15 percent for each halving/doubling in size. In this instance a 5 percent adjustment for each halving/doubling in size will be utilized.

Indicated Size Adjustments with a 5% Adjustment per Doubling / Halving						
	Variance of Comp from Subject			Indicated Adjustment Range		
Larger	0%	-	25%	0.00%	-	1.25%
	25%	-	50%	1.25%	-	2.50%
	50%	-	100%	2.50%	-	5.00%
	100%	-	200%	5.00%	-	7.50%
	200%	-	300%	7.50%	-	10.00%
	300%	-	500%	10.00%	-	12.50%
Smaller	0%	-	25%	0.00%	-	-2.50%
	25%	-	50%	-2.50%	-	-5.00%
	50%	-	75%	-5.00%	-	-10.00%
	75%	-	*more than*	-10.00%	-	*or more*

The following table illustrates the size adjustments based upon a market derived 5 percent adjustment per each doubling/halving in size for the land market in the vicinity.

Adjustment for Size					
Comparable Number	**Comparable Size (Acres)**	**Subject Size (Acres)**	**% Difference In Size**	**Adj. Per Halving/Doubling**	**Indicated Adjustment**
Comparable 1	0.955	0.500	91%	5%	**5%**
Comparable 2	0.657	0.500	31%	5%	**2%**
Comparable 3	1.132	0.500	126%	5%	**6%**
Comparable 4	0.331	0.500	-34%	5%	**-3%**

Corner

A tract of land with corner influence can, in many cases, command a higher price per unit than a tract without corner influence. Corner influence typically becomes a more significant factor on price with retail and commercial properties situated along two primary thoroughfares in significantly developed urban areas. Given that the subject and the Comparables are located along secondary residential thoroughfares, benefit from corner influence is considered minimal. Therefore, no adjustments will be made.

Utilities

The next consideration is for the location and adequacy of utilities. The subject currently has access to all public utilities. Comparables 1, 2, and 4 have access to public utilities like the subject and will not be adjusted. Comparable 3 has access to electric and water utilities only and will be adjusted upward 10 percent.

Topography

This adjustment takes into consideration the topography (terrain) of the subject property and how *developable* the site is. The subject has a near level topography. All of the Comparables have similar topographical considerations and no adjustments will be made.

Zoning

The zoning classification a property possesses dictates the legally permissible uses that a site can be developed with, and hence, has a major influence on the value of a property. The subject site is currently zoned SF-1, Single Family Residential District. All of the Comparables have similar zoning restrictions compared to the subject, allowing similar developments and will not be adjusted.

Flood Plain

The next consideration is for the adverse influence of a tract being situated within the 100 or 500 year flood plain. The subject tract and all of the Comparables are located outside of the flood plain and will not be adjusted.

CONCLUSION OF LAND VALUE

Located below is an adjustment grid for the subject tract, followed by the range, mean (average), and standard deviation of the adjusted sales prices per square foot.

Adjustment Grid for Comparable Sales				
Sale Number	**1**	**2**	**3**	**4**
Sales Price/SF	$2.16	$2.10	$1.72	$2.36
Financing Terms	0.00	0.00	0.00	0.00
Property Rights Conveyed	0.00	0.00	0.00	0.00
Conditions of Sale	0.00	0.00	0.00	0.00
Expenditures After Sale	0.00	0.00	0.00	0.00
Market Conditions	0.13	0.13	0.17	0.31
Conditions Adj. Price/SF	$2.29	$2.23	$1.89	$2.67
Location	0%	0%	0%	0%
Size	5%	2%	6%	-3%
Corner	0%	0%	0%	0%
Utilities	0%	0%	10%	0%
Topography	0%	0%	0%	0%
Zoning	0%	0%	0%	0%
Flood Plain	0%	0%	0%	0%
Total Adjustment	5%	2%	16%	-3%
Adjusted Price/SF	$2.40	$2.27	$2.19	$2.59

$/SF	**All Data**	**Data Without High and Low Extremes**	**Data with Absolute Adjustments ≤ 5%**
Range	$2.19 - $2.59	$2.27 - $2.40	$2.27 - $2.59
Mean (Average)	$2.36	$2.34	$2.42
Standard Deviation	$0.17	$0.09	$0.16

All of the Comparables had a mean of $2.36 per square foot, while the mean of data without high and low extremes is $2.34 per square foot, and the data with the least absolute adjustments (<= 5%) had a mean of $2.42 per square foot. Comparable 2 is the least adjusted Comparable and has an adjusted sales price of $2.27 per square foot. Therefore, considering the foregoing analysis and giving emphasis to the Comparable 2, a market value opinion of $2.25 per square foot is considered to be reasonable for the subject tract.

However, as mentioned previously, a portion of the subject lies within the existing prescriptive right-of-way. According to survey provided by the client (located in the Addendum Section), approximately 1,947 square feet of the subject lies within the prescriptive right-of-way.

The Easement Valuation Matrix located as follows provides a guide for allocating value of the fee simple interest between the easement estate (dominant estate) and the landowner's estate (servient estate). This exhibit was provided by an article entitled "Valuation of Easements" by Donald Sherwood, SR/WA, published in the November/December 2014 edition of *Right of Way Magazine.*

Easement Valuation Matrix

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	Major impact on surface use Conveyance of future uses	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	Location along a property line location across non-usable land area	Water or sewer line, cable lines
11% - 25%	Subsurface or air rights with minimal effect on use and utility Location with a setback	Air rights, water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface easement

This easement is assumed to permit ingress/egress by the property owner; however, the owner would not be permitted to construct any improvements within the easement area. The easement is not located across a non-usable area of the tract, and the use rights of the easement tract are considered to be almost entirely weighted towards the easement holder. Therefore, the prescriptive right-of-way is considered to comprise 95 percent of the fee simple value of the encumbered land, leaving 5 percent of its fee simple value for the subject. Thus, the "as is" market

value opinion for the subject property, land only, as of the effective date of the appraisal is calculated below:

Outside Prescriptive ROW:	19,833 square feet	x $2.25 per square foot	= $44,624
Inside Prescriptive ROW:	1,947 square feet	x $2.25 per square foot x 5%	= $219
Total:	21,780 square feet		= $44,843

Therefore, the market value of the whole property, including the contributory value of the improvements (calculated in the damages section), was $134,843 ($90,000 + $44,843).

SECTION V - VALUATION CONCLUSION

FINAL OPINION OF VALUE

VALUE OF THE WHOLE PROPERTY

The subject property consists of 0.500 acres (21,780 square feet) of land improved with a single family residence and other site improvements. The market value of the whole property, before the proposed acquisitions as of the effective date of appraisal (July 21, 2022) was:

"As Is" Market Value
($134,843)

VALUE OF THE PARTS TO BE ACQUIRED

The portions of the site from which property rights will potentially be acquired involve a 0.080 acre (3,488 square foot) right-of-way acquisition and a 0.009 acre (375 square foot) temporary construction easement.

As mentioned previously, according to survey provided by the client (located in the Addendum Section), approximately 1,947 square feet of the subject lies within the prescriptive right-of-way. Therefore, approximately 1,541 square feet of the proposed right-of-way acquisition is located outside of the prescriptive right-of-way. Additionally, the prescriptive right-of-way is considered to comprise 95 percent of the fee simple value of the encumbered land, leaving 5 percent of its fee simple value for the subject.

Value of Proposed Right-of-way Acquisition:

The portion of the property proposed to be acquired for a right-of-way involves 0.080 acres (3,488 square feet). The portion of the site to be acquired is considered to have the same value per square foot as the remainder of the subject tract. Therefore, applying the per square foot value of the whole subject tract to the part to be acquired results in a value of the part to be acquired for a street right of way calculated as follows:

Outside Prescriptive ROW:	1,541 square feet	x $2.25 per square foot		= $3,467
Inside Prescriptive ROW:	1,947 square feet	x $2.25 per square foot	x 5%	= $219
Total:	3,488 square feet			= $3,686

Value of Proposed Temporary Construction Easement:

In addition to the proposed easements, the City of Anna also intends to acquire a temporary construction easement on the subject property consisting of 0.009 acres (375 square feet). According to the client, the construction period is estimated to be twelve months. Therefore, the recommended compensation for the temporary construction easements will be calculated by applying an appropriate land capitalization rate to the fee simple value of temporary construction

easements, which results in an annual rental rate. The value of the temporary construction easements is calculated as follows:

375 square feet (0.009 acres) x $2.25/square foot = $844

The appropriate overall rate for land will be derived from the 1st Quarter 2022 Investor Survey performed by RealtyRates.com. The following table taken from this survey indicates land lease capitalization rates.

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2022*
LAND LEASES

	Capitalization Rates			Discount Rates		
Property Type	**Min.**	**Max.**	**Avg.**	**Min.**	**Max.**	**Avg.**
Apartments	2.04%	8.87%	6.00%	4.64%	9.37%	7.00%
Golf	2.26%	14.76%	8.23%	4.86%	15.26%	9.23%
Health Care/Senior Housing	2.26%	10.06%	6.55%	4.86%	10.56%	7.55%
Industrial	2.26%	9.41%	6.30%	4.86%	9.91%	7.30%
Lodging	2.26%	14.06%	6.83%	4.86%	14.56%	7.83%
Mobile Home/RV Park	2.06%	11.96%	7.09%	4.66%	12.46%	8.09%
Office	2.26%	9.26%	6.06%	4.86%	9.76%	7.06%
Restaurant	2.65%	14.54%	7.87%	5.25%	15.04%	8.87%
Retail	2.26%	10.46%	6.47%	4.86%	10.96%	7.47%
Self-Storage	2.28%	9.66%	7.36%	4.88%	10.16%	8.36%
Special Purpose	2.61%	16.16%	8.30%	6.05%	17.49%	8.72%
All Properties	2.04%	16.16%	7.01%	4.64%	15.26%	7.88%

*4th Quarter 2021 Data

Copyright 2022 RealtyRates.com™

All property types had capitalization rates ranging from 2.04% to 16.16% percent with an average of 7.01%. Considering the temporary nature of the easements, a capitalization rate of 7.75% will be applied for the subject property, and the recommended compensation for the temporary construction easement is calculated as follows:

Value of Temporary Construction Easement 1:

Land Value:	$844
x Overall Rate:	7.75%
Equals: Annual Rent:	$65
÷ Months/Year:	12
Equals Monthly Rent:	$5
x 12 Months (Term of Temporary Construction Easement):	12
Equals: Recommended Compensation (Temporary Construction Easement 1):	**$65**

DAMAGES/ENHANCEMENTS

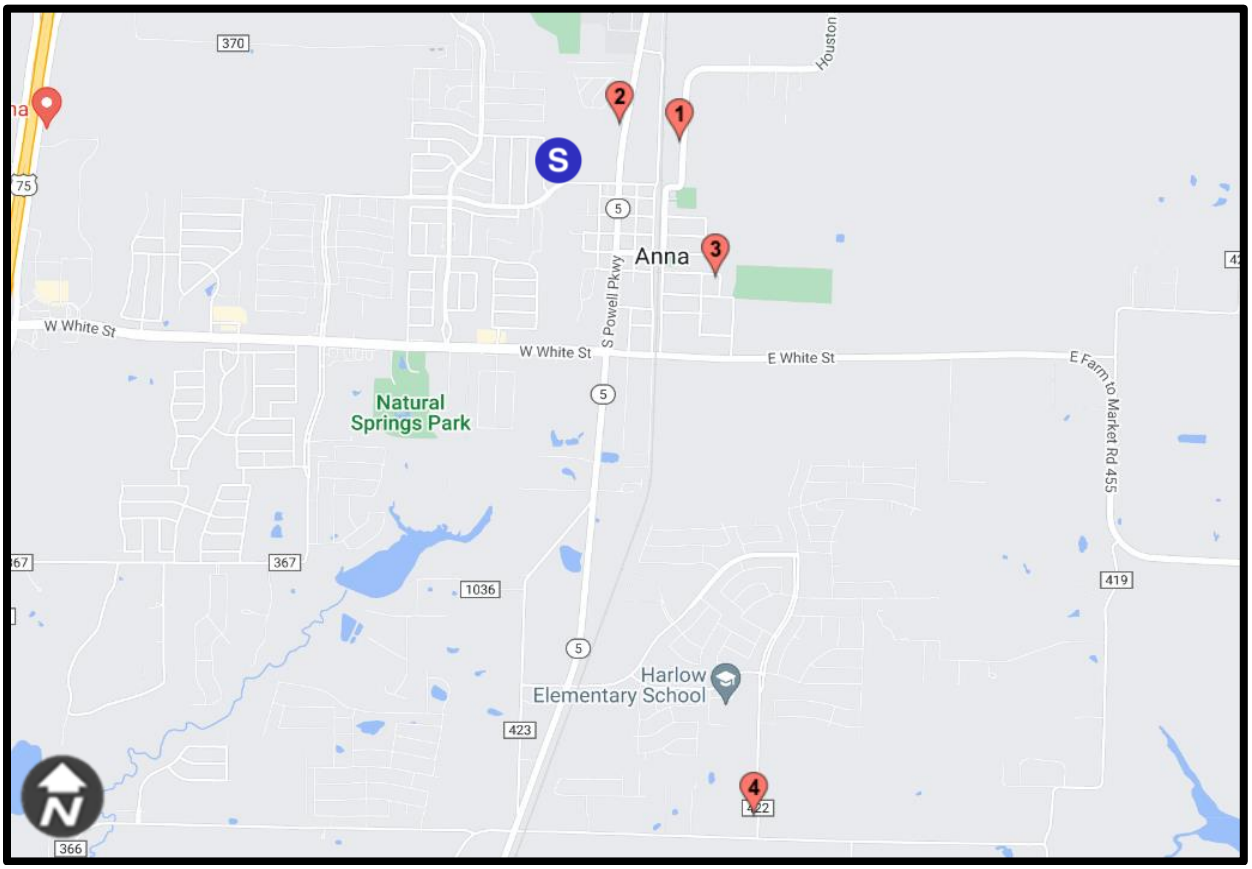
State law requires that enhancements to a remainder property in a condemnation acquisition be determined and used as an offset to any damages to the remainder property to calculate net damages.

Improvements Damages

The highest and best use, as vacant, is for residential use. Furthermore, the subject is improved with a single-family residence. Therefore, considering the highest and best use, as vacant, the improvements do contribute to property value above and beyond the value of the underlying land. Furthermore, an alternative use of the property would most likely not result in a higher value than the current use as a single family residence. Therefore, the continued operation of the existing residence results in the highest overall value considering the alternatives. In our opinion, the highest and best use of the site, as improved, is for continued use of the current residential improvements. The proposed acquisitions do damage the improvements as setback requirements will not be met from the new right-of-way. Additionally, the proposed right-of-way acquisition and temporary construction easement appear to encroach upon the improved portion of the subject. Thus, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants.

COMPARABLE HOME SALES

In order to estimate the damages from loss of the improvements, contributory value of the improvements will be estimated utilizing the following home comparables within the area. A map depicting the location of the sales in comparison to the subject property is located below.



Map Comparable Summary			
Map #	Date of Sale	Size (SF)	Sales Price PSF
1	3/14/22	1,360	$73.90
2	12/21/21	1,356	$85.55
3	8/20/21	1,323	$98.26
4	9/20/19	1,560	$96.79
S	-	**992**	**Subject**

COMPARABLE SALE NUMBER 1

PROPERTY IDENTIFICATION

Location:	709 N Sherley Ave Anna, TX
Legal Description:	Henry Brantley Survey, Abstract 71

TRANSACTION DATA

Grantor:	William Chesser Jr. & Marla Pinkston
Grantee:	Daniel Javier & Matthew Perez
Date of Sale:	March 14, 2022
Recording Information:	Doc #20220317000432590
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$18,750
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$187,500

Estimated Site Value PSF:	$2.00
Total Estimated Site Value:	$87,000
Contributory Sales Price:	$100,500

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,360 square feet
Condition and Appearance:	Good	**Land Area:**	1.000 acres
Year of Construction:	1950	**Amenities**	Shed
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	N/A		

UNITS OF COMPARISON

Sales Price PSF:	$137.87
Contributory Sales Price PSF:	$73.90

VERIFICATION

Contact Person:	Stacy Collinsworth	**Telephone Number:**	469-952-0269
Position:	Listing Agent		

COMMENTS

This property is located along the west line of North Sherley Road, north of East First Street in Anna, Texas.

COMPARABLE SALE NUMBER 2

PROPERTY IDENTIFICATION

Location:	805 N Powell Pkwy Anna, TX
Legal Description:	Henry Brantley Survey, Abstract 71

TRANSACTION DATA

Grantor:	Michael, Larry, & Thomas Montgomery
Grantee:	Joseph Mojarrad & Nocole Lu
Date of Sale:	December 21, 2021
Recording Information:	Doc #20220106000032240
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$155,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$155,000

Estimated Site Value PSF:	$2.50
Total Estimated Site Value:	$39,000
Contributory Sales Price:	$116,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Brick	**Gross Livable Area:**	1,356 square feet
Condition and Appearance:	Good	**Land Area:**	0.359 acres
Year of Construction:	1946	**Amenities**	N/A
Bedrooms/Bathrooms:	3/1	**Driveway**	Gravel
Garage:	N/A		

UNITS OF COMPARISON

Sales Price PSF:	$114.31
Contributory Sales Price PSF:	$85.55

VERIFICATION

Contact Person:	David Montgomery	**Telephone Number:**	214-585-4063
Position:	Seller/Agent		

COMMENTS
This property is located along the west line of Powell Parkway, north of Hackberry Lane in Anna, Texas.

COMPARABLE SALE NUMBER 3

PROPERTY IDENTIFICATION

Location:	204 Wortham St Anna, TX
Legal Description:	Gwyn Morrison Survey, Abstract 559

TRANSACTION DATA

Grantor:	Robbie Rollins
Grantee:	Cynthia Scibelli
Date of Sale:	August 20, 2021
Recording Information:	Doc #20210823001699950
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$175,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$175,000

Estimated Site Value PSF:	$2.50
Total Estimated Site Value:	$45,000
Contributory Sales Price:	$130,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,323 square feet
Condition and Appearance:	Good	**Land Area:**	0.410 acres
Year of Construction:	1953	**Amenities**	Fenced Yard
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	Carport		

UNITS OF COMPARISON

Sales Price PSF:	$132.28
Contributory Sales Price PSF:	$98.26

VERIFICATION

Contact Person:	Mickey Cody	**Telephone Number:**	972-987-3800
Position:	Listing Agent		

COMMENTS
This property is located at the southwest corner of 5th Street and Wortham Drive in Anna, Texas.

COMPARABLE SALE NUMBER 4

PROPERTY IDENTIFICATION

Location:	3122 CR 422 Anna, TX
Legal Description:	G Stark Survey, Abstract 798

TRANSACTION DATA

Grantor:	James & Linda Garvey
Grantee:	James Penny
Date of Sale:	September 20, 2019
Recording Information:	Doc #20190923001175690
Property Rights Conveyed:	Fee Simple Estate
Conditions of Sale:	Arm's Length Transaction
Sales Price:	$216,000
Participant's Sale Terms:	Cash to Seller
Cash Equivalent Price:	$216,000

Estimated Site Value PSF:	$1.50
Total Estimated Site Value:	$65,000
Contributory Sales Price:	$151,000

PHYSICAL CHARACTERISTICS

Type of Construction:	Wood Siding	**Gross Livable Area:**	1,560 square feet
Condition and Appearance:	Good	**Land Area:**	1.000 acres
Year of Construction:	1959	**Amenities**	N/A
Bedrooms/Bathrooms:	3/2	**Driveway**	Gravel
Garage:	2 Car Attached		

UNITS OF COMPARISON

Sales Price PSF:	$138.46
Contributory Sales Price PSF:	$96.79

VERIFICATION

Contact Person:	Lisa Biddle	**Telephone Number:**	972-333-0301
Position:	Listing Agent		

COMMENTS

This property is located along the west line of County Road 422, north of Foster Crossing in Anna, Texas.

HOME SALES ANALYSIS

The process of comparing similar market sales to the subject property is fundamental to the sales comparison approach, and usually provides the most credible and reliable indication of value. If a comparable property has an element of comparison that is superior to the subject property, a downward adjustment is made to the comparable sale. If the element of comparison is inferior, then an upward adjustment is made. The adjustment process is not an exact science. Experience, knowledge and objectivity are required on the part of the appraiser for the application of the appropriate level of adjustment. Competent analysis leads us to a narrow range of variance among the adjusted comparable sales, and to a high degree of confidence in reconciliation. The analyses of the adjustments we considered relevant are found in the following paragraphs.

Summary of Comparable Sales

Sale No.	Location (Address)	Date of Sale	Year Built	BR/ BT	GLA (SF)	Amenities	Adjusted Sales Price PSF	Contributory Sales Price PSF
1	709 N Sherley Ave Anna, TX	March 14, 2022	1950	3/2	1,360	Shed	$137.87	$73.90
2	805 N Powell Pkwy Anna, TX	December 21, 2021	1946	3/1	1,356	N/A	$114.31	$85.55
3	204 Wortham St Anna, TX	August 20, 2021	1953	3/2	1,323	Fenced Yard	$132.28	$98.26
4	3122 CR 422 Anna, TX	September 20, 2019	1959	3/2	1,560	N/A	$138.46	$96.79
Subject:	510 Hackberry Ln Anna, TX	-	1940	2/1	992	Shed	-	-

Financing Terms

All of the comparable land sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property; therefore, no adjustments were required for advantageous seller financing.

Property Rights Conveyed

This adjustment involves the type of real property interest that is conveyed in a sales transaction. All of the comparable transactions conveyed fee simple ownership rights; thus, no adjustments were required for this factor.

Conditions of Sale

Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the seller wants to quickly liquidate his assets or where there is an atypical financial, business, friend or family relationship

between the principals involved which affect the selling price of the property. All of the Comparables had similar conditions of sale to that of the subject and will not be adjusted.

Expenditures After Sale

This adjustment accounts for any expenses the purchaser of the property occurs immediately after the purchase of the property. Some examples of these items could include environmental clean-up, demolition costs, deferred maintenance, HVAC replacement/repair, renovations, parking lot repair/replacement, cosmetic upgrades, etc... Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the buyer is aware that such expenditures after the sale must occur in order to operate the property sufficiently. Any necessary adjustments for Expenditures After Sale have been made within the individual Comparable write-ups. Therefore, no further adjustments are necessary.

Market Conditions

This adjustment is generally made after the other transactional adjustments have been made (property rights conveyed, financing, conditions of sale, and expenditures after sale). This adjustment addresses potentially differing market conditions between the subject property (date of appraisal), and the sales dates of the Comparables. As a test, the sales adjusted prices when compared to the subject were chronologically arrayed by sale date and only adjusted for the appropriate physical conditions in order to determine if adjustments for changing market conditions is warranted.

The table below depicts the Price/Sq. Ft. for each comparable which has been adjusted for the other transactional adjustments (property rights conveyed, financing, conditions of sale, and expenditures after sale). The % Physical Adjustment column indicates the total adjustments made for all physical characteristics (location, size, corner, utilities, topography zoning, flood plain, etc.) as shown in the adjustment grid at the conclusion of this section of the report. The Adjusted Price/Sq. Ft. is calculated by applying the % Physical Adjustment for each sale to its Price/Sq. Ft. By analyzing the comparable sales adjusted prices per square foot after all other adjustments have been made, trends in land prices over the time period may become apparent. However, given the small sample size, the appraisers' judgment is also relied upon based upon knowledge gained from experience in the market over this time period.

Market Conditions Comparison				
Comparable Number	**Date of Sale**	**Unadjusted Price/Sq. Ft.***	**Physical % Adjustment**	**Adjusted Price/Sq. Ft.**
Comparable 1	March 14, 2022	$73.90	2%	$75.38
Comparable 2	December 21, 2021	$85.55	7%	$91.54
Comparable 3	August 20, 2021	$98.26	-8%	$90.40
Comparable 4	September 20, 2019	$96.79	-12%	$85.18

*Inclusive of any necessary transactional adjustments

In closely analyzing the market Comparables, there appears to be an upward trend in sales prices. Additionally, market participants indicate that market conditions have been improving for this property type. Therefore, each Comparable will be adjusted upwards by 5 percent per year. This is subject to the COVID-19 statement discussed previously in this report. Therefore, in our opinion, the market conditions adjustments are considered reasonable.

Location

The axiom that "location is the most important physical characteristic of real estate" suggests that this component warrants paramount consideration in the adjustment process. Therefore, the locations of the Comparables are the first of the physical characteristics to be considered. The sales researched and included herein involve properties with similar highest and best uses as that of the subject. The subject property is physically located along the north line of Hackberry Lane, West of Powell Parkway in Anna, Texas.

Comparables 1, 2, and 3 are located in similar areas of development and along similar residential roadways as the subject. Therefore, Comparable 1, 2, and 3 will not be adjusted. Comparable 4 is located in a more rural area of the City of Anna and will be adjusted upward 5 percent.

Age/Condition

The subject improvements have an effective age of 35 years. As with any asset, as the useful life decreases, the value follows. The Comparables were compared to the subject property based upon their respective *effective ages*. The difference in the age of the improvements was divided by their effective life (50 years) in order to determine the difference in the useful life of the rents

vis-a-vis the subject property. The following calculations were done to arrive at a percentage adjustment for differences in the *effective age*s of the Comparables and the subject property.

Adjustment for Age/Condition of the Improvements							
Comparable Number	**Comparable Eff. Age (CA)**	**Subject Eff. Age (SA)**	**Age Difference (CA-SA=AD)**	**Econ. Life (Yrs) (EL)**	**% Difference (AD÷EL=PD)**	**% Attributable to Building (PAB)**	**Indicated Adjustment (PD x PAB = IA)**
Comparable 1	35	35	0	50	0.00%	100%	**0%**
Comparable 2	35	35	0	50	0.00%	100%	**0%**
Comparable 3	30	35	-5	50	-10.00%	100%	**-10%**
Comparable 4	25	35	-10	50	-20.00%	100%	**-20%**

Quality of Construction

The subject building is constructed of a wood frame, wood paneling exterior walls, with a pitched composition shingle roof. All of the Comparables have similar qualities of construction to the subject and will not be adjusted.

Amenities

The next consideration is for amenities. The subject has a shed. Comparable 1 has a shed like the subject and will not be adjusted. Comparable 3 does not have a shed but does have a fenced yard. Overall, Comparable 3 is considered similar to the subject and will not be adjusted. Comparables 2 and 4 have inferior amenities to the subject and will be adjusted upward 5 percent.

Size

The subject has an improvement size of 992 square feet. Typically, smaller improvements sell for more per unit than larger improvements. In reviewing market trends and the data set, the market appears to recognize a difference in price for properties substantially different in size. A market observation witnessed throughout the Texas market area and most metropolitan areas in the southwest supports an adjustment of 5 to 15 percent for each halving/doubling in size. In this instance a 5 percent adjustment for each halving/doubling in size will be utilized.

Indicated Size Adjustments with a 5% Adjustment per Doubling / Halving						
	Variance of Comp from Subject			Indicated Adjustment Range		
Larger	0%	-	25%	0.00%	-	1.25%
	25%	-	50%	1.25%	-	2.50%
	50%	-	100%	2.50%	-	5.00%
	100%	-	200%	5.00%	-	7.50%
	200%	-	300%	7.50%	-	10.00%
	300%	-	500%	10.00%	-	12.50%
Smaller	0%	-	25%	0.00%	-	-2.50%
	25%	-	50%	-2.50%	-	-5.00%
	50%	-	75%	-5.00%	-	-10.00%
	75%	-	*more than*	-10.00%	-	*or more*

The following table illustrates the size adjustments based upon a market derived 5 percent adjustment per each doubling/halving in size for the home market in the vicinity.

Adjustment for Size					
Comparable Number	**Comparable Size (SF)**	**Subject Size (SF)**	**% Difference In Size**	**Adj. Per Halving/Doubling**	**Indicated Adjustment**
Comparable 1	1,360	992	37%	5%	**2%**
Comparable 2	1,356	992	37%	5%	**2%**
Comparable 3	1,323	992	33%	5%	**2%**
Comparable 4	1,560	992	57%	5%	**3%**

Garage

The next consideration is for the presence of a garage. The subject does not have a garage. Comparables 1, 2, and 3 do not have garages like the subject and will not be adjusted. Comparable 4 has a garage and will be adjusted downward 5 percent.

CONCLUSION OF LAND VALUE

Located below is an adjustment grid for the subject, followed by the range, mean (average), and standard deviation of the adjusted contributory sales prices per square foot.

Adjustment Grid for Comparable Sales				
Sale Number	**1**	**2**	**3**	**4**
Sales Price/SF	$73.90	$85.55	$98.26	$96.79
Financing Terms	0.00	0.00	0.00	0.00
Property Rights Conveyed	0.00	0.00	0.00	0.00
Conditions of Sale	0.00	0.00	0.00	0.00
Expenditures After Sale	0.00	0.00	0.00	0.00
Market Conditions	1.48	2.57	4.91	13.55
Conditions Adj. Price/SF	$75.38	$88.12	$103.17	$110.34
Location	0%	0%	0%	5%
Age/Condition	0%	0%	-10%	-20%
Quality of Construction	0%	0%	0%	0%
Amenities	0%	5%	0%	5%
Size	2%	2%	2%	3%
Garage	0%	0%	0%	-5%
Total Adjustment	2%	7%	-8%	-12%
Adjusted Price/SF	$76.89	$94.29	$94.92	$97.10

$/SF	**All Data**	**Data Without High and Low Extremes**	**Data with Absolute Adjustments ≤ 15%**
Range	$76.89 - $97.10	$94.29 - $94.92	$76.89 - $94.92
Mean (Average)	$90.80	$94.61	$88.70
Standard Deviation	$9.35	$0.45	$10.23

All of the Comparables had a mean of $90.80 per square foot, while the mean of data without high and low extremes is $94.61 per square foot, and the data with the least absolute adjustments (<= 15%) had a mean of $88.70 per square foot. Therefore, considering the foregoing analysis, a contributory value opinion of $90.00 per square foot is considered to be reasonable for the subject. Thus, the contributory value of the improvements is as follows:

992 square feet x $90.00/SF = $89,280
Rounded to: $90,000

COSTS TO CURE

Costs to cure involve the contributory value of the site improvements acquired and costs to relocate site improvements which can be salvaged. As discussed previously, the highest and best use after the proposed acquisition is to raze the existing residence for redevelopment of the site with a residential use as demand warrants. Therefore, demolition costs will be estimated.

According to our research of building demolition costs as provided by various demolition companies and publications such as Riders Digest and Marshall & Swift, the cost to raze similar buildings range from $2.00 to $10.00 per square foot depending on the type of construction. The demolition costs for brick veneer buildings typically range from $2.00 to $5.00 per square foot, while demolition costs for higher technology construction can range up to $10.00 per square foot. The following demolition cost comparables indicate a range of demolition costs of $2.75 to $18.36 per square foot. The size and type of construction of the building can significantly impact the cost per square foot.

Demolition Cost Comparables

No.	Location	Building Size	Building Type	Year Built	Construction	Demo Cost/SF	
1a	Dallas	52,600	Auto repair/Office	1953/1960/1975	Steel Frame/Conc. Block	$7.73	*
1b	Dallas	52,600	Auto repair/Office	1953/1960/1975	Steel Frame/Conc. Block	$5.93	
2a	Dallas	43,845	Office	1956/1969	Concrete	$9.44	*
2b	Dallas	43,845	Office	1956/1969	Concrete	$5.02	*
2c	Dallas	43,845	Office	1956/1970	Concrete	$2.75	
3	Dallas	17,748	Church	1970	Wood Frame	$3.94	
4	Dallas	4,803	Med. Office/Rest.	1950's/1960's	Conc. Block/Brick	$18.36	*
5	Richardson	2,400	Restaurant	1960's	Conc. Block/Brick	$5.00	
6	Amarillo	8,571	Retail Center	1963	Concrete/Brick	$3.04	

* Included Asbestos Abatement

Given the wood siding residential construction of the improvements, a demolition cost estimate near the low end of the range of comparables or $3.00 per square foot is likely. Therefore, the demolition cost estimate of the single-family residence equals $2,976. Furthermore, based upon aerial measurements, the shed is estimated to comprise approximately 200 square feet, which would equal demolition costs of $600. Therefore, the total cost to cure is estimated to be **$3,576**.

Opinions of Recommended Compensation

Value of the Whole Property:	**$134,843**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Remainder Before Acquisition:	**$131,157**
Remainder After Acquisition:	**$131,157**
Enhancements:	**$0**
Damages:	**$90,000**
Cost to Cure:	**$3,576**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Recommended Compensation (0.009 Acre TCE):	**$65**
Total Recommended Compensation:	**$97,327**

SECTION VI – CERTIFICATION & ASSUMPTIONS & LIMITING CONDITIONS

CERTIFICATION

The undersigned hereby certifies that, to the best of their knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial unbiased professional analyses, opinions, and conclusions of the undersigned.

3) Neither the undersigned, nor any associate of the appraiser, have any present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.

4) The undersigned have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5) The engagement of the undersigned in this assignment was not contingent upon developing or reporting predetermined results.

6) All analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

7) All analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations; in conformity with the Interagency Appraisal and Evaluation guidelines issued by the Office of the Comptroller of the Currency (OCC), the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervisions (OTS), and the National Credit Union Administration (NCUA) on December 2, 2010.

8) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

9) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10) No one provided significant real property appraisal assistance in the preparation of this appraisal report to the person(s) signing this certification.

11) As of the date of this report, Mitchell B. Todd, MAI and Michael A. Keane, MAI have completed the continuing education program for Designated Members of The Appraisal Institute.

12) The undersigned's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

13) The appraisal report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

14) Neither the undersigned nor any associate of the appraisers considered race, color, religion, sex, national origin, handicap, or familial status in determining the value of the subject property.

15) Todd Property Advisors, and Mitchell B. Todd, MAI, Michael A. Keane, MAI, and Jonathan D. Martin have rendered **no** services as an appraiser or in any other capacity regarding this property within the three-year period immediately preceding acceptance of this assignment.

16) Michael A. Keane, MAI and Jonathan D. Martin made a personal inspection of the property that is the subject of this report on July 21, 2022. Mitchell B. Todd, MAI did not conduct a physical inspection of the property.

17) In our opinion, and after careful consideration of the various factors entering into this appraisal, the following illustrates the "as is" market value for the subject property and the recommended compensation as of the effective date of appraisal, July 21, 2022:

Opinions of Recommended Compensation

Value of the Whole Property:	**$134,843**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Remainder Before Acquisition:	**$131,157**
Remainder After Acquisition:	**$131,157**
Enhancements:	**$0**
Damages:	**$90,000**
Cost to Cure:	**$3,576**
Value of the Part Acquired (0.080 Acre Right-Of-Way):	**$3,686**
Recommended Compensation (0.009 Acre TCE):	**$65**
Total Recommended Compensation:	**$97,327**

18) Extraordinary Assumption: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

Respectfully submitted,

Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com

Michael A. Keane, MAI
Senior Vice President
State Certification #TX-1380384-G
michael@toddpa.com

Jonathan D. Martin
Appraisal Associate
State Certification #TX-1381200-G
jonathan@toddpa.com

ASSUMPTIONS AND LIMITING CONDITIONS

1) No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title of the subject property, which is presumed to be good and marketable. The legal description is assumed to be correct as used in this report.

2) The property is appraised as though free and clear of any or all liens or encumbrances unless stated.

3) The property is assumed to be under responsible ownership and competent management.

4) The appraisers have not independently verified all of the information furnished or assumptions made with respect to the appraisal unless otherwise indicated and therefore is not responsible for their content or their effect on the market value of the property. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5) All engineering is assumed to be correct. The maps or other illustrative materials included in this report are intended only to depict spatial relationships. They are not measured surveys nor measured maps, and the appraiser is not responsible for cartographic or surveying errors. Dimensions and areas of the subject property and of the comparables were obtained by various means and are not guaranteed to be exact.

6) The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

7) The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

8) This appraisal is based on the assumption that all applicable zoning, building, and use restrictions for all types have been complied with, unless a nonconformity has been stated, defined, and considered in report.

9) The assumption has been made that all required licenses, consents, permits or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is not such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

11) This appraisal is based on the assumption that the use of the land and improvements is within the boundaries of the subject property and there is no trespass or encroachment unless otherwise noted in the report.

12) The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

13) Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraisers.

14) The appraisers are not obligated to provide any other services, including but not limited to, testimony in court or before any other body charged with interpretation of enforcement of the appraisal.

15) No portion of the appraisal may be reproduced in whole or in part without the prior written consent of the appraisers. The validity of the appraisal is expressly conditioned upon consideration of its entirety.

16) Due to the nature of real estate valuation and the complexities of external and internal factors which dictate the market value of any real estate, and the rapid changes and fluctuations with respect to the valuation of real estate, the opinion of the appraisers set forth in the appraisal concerning the market value of the property is reliable as of the effective date and should not be considered as reliable at any time thereafter.

17) The appraisers make no guarantee or warranty, whether implied or expressed, concerning the market value set forth in the appraisal. The appraisal merely sets forth the appraisers opinion of such market value based upon information obtained by the appraisers and assumptions made by the appraisers with respect to the property.

18) The appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

19) Subsurface Rights (minerals and oil) were not considered in this appraisal unless otherwise specifically stated.

20) The State of Texas does not have full disclosure laws regarding real estate transactions. Therefore, the appraisers necessarily confirmed all sales and rental comparables with brokers, property managers, mortgage brokers, grantors, grantees and other parties familiar with the transaction. The appraiser's data is limited by the accuracy of the information supplied by the aforementioned individuals. Whenever possible, the information was verified by county records.

21) The value conclusion within this report is contingent upon the site being in full compliance with city codes, and that no contamination has occurred at the site. A Phase I Environmental Study was not provided, and the appraisers accept no responsibility as to the current status of property with respect to environmental contaminants. It is recommended that if a Phase I study has not been performed, that an expert in this field be engaged to identify any hazardous materials and substances existing on the property.

22) It is assumed there is full compliance with all requirements of Title III, of the Americans with Disabilities Act (ADA) which became effective January 26, 1992 unless non-compliance is stated, defined, and considered in the appraisal report. No responsibility is assumed by the appraisers for any such conditions, or for any expertise or architectural/design knowledge and cost required to identify such non-compliance.

23) As used in professional appraisal practice the term "inspection" is "a personal observation of the exterior and/or interior of the real property that is the subject of an assignment. The purpose of an appraiser's inspection is to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility." Inspection is considered a term of art in the appraisal profession and does not have the same meaning as it might have in other professions such as engineering or architecture or in other design or construction related professions. Additionally, it does not infer any obligation to investigate.

24) <u>Extraordinary Assumption</u>: An extraordinary assumption has been made that the acquisitions by the City of Anna will not permanently limit ingress/egress to and from the subject property. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

SECTION VI - ADDENDUM

QUALIFICATIONS OF MITCHELL B. TODD, MAI

EXPERIENCE

1/94 to Present	**President** – Todd Property Advisors, Real Property Analysts, Inc.; Dallas, Texas
7/92 to 1/94	**Vice President** - Beer-Wells-Vaughan, Commercial Property Analysts; Dallas, Texas
6/86 to 7/92	**Vice President** - Noyd & O'Connell, Inc.; Real Estate Appraisers & Consultants; Dallas, Texas (2/90-7/92); Houston, Texas (6/86-1/90)

During Mr. Todd's tenure as a real estate appraiser, he has prepared numerous valuations on a variety of high profile and complex income producing real estate developments. Additionally, Mr. Todd has been involved in the valuation of numerous single family and multi-family residential properties during his career. These assignments required analytical, communication, and problem-solving skills which Mr. Todd has continually enhanced since his inception into the profession. During the last several years, as the Dallas/Fort Worth residential market has expanded and mortgage interest rates have been at attractive levels, Mr. Todd has gained significant experience in the appraisal of single family residential properties for the purpose of obtaining mortgage financing.

Some of the more complex assignments in which Mr. Todd has completed appraisals involve numerous parcels assembled by the City of Dallas for the American Airlines Center and the new performing arts center in the Arts District; Reunion Arena and adjacent parking facilities, The Grand Hotel and the Mercantile Complex in the Dallas CBD; the proposed Bank One Building in the Fort Worth CBD; the Hughes Aircraft Facility in Las Cruces, New Mexico; the Stephens Graphics Manufacturing Facility in Dallas, Texas; the Radisson Inn Tulsa Airport in Tulsa, Oklahoma, the Trophy Club Development (all remaining lots, acreage, and disputed acreage) of Denton County, Texas; the Eldorado Subdivision (all remaining lots and acreage) in McKinney, Texas; the Stonebriar Community Church in Frisco, Texas; the Trinity Terrace Retirement Center in Fort Worth, Texas; the San Antonio Savings Association Headquarters Building in San Antonio, Texas and numerous portfolios of credit tenant retail projects, office buildings, charter schools, full service car washes and extended stay lodging facilities across Texas and the United States.

PROFESSIONAL LICENSE AND AFFILIATIONS

Designated member of The Appraisal Institute - MAI #9379.
State Certified General Real Estate Appraiser

Texas Certificate #	TX-1323514-G
Oklahoma Certificate #	1287CGA
Arkansas Certificate #	CG3379

Registered Property Tax Consultant, State of Texas (Registration #00002555).
Licensed Broker by the Texas Real Estate Commission (License #0364803)
Member - Society of Texas A&M Real Estate Professionals

EDUCATION

Master's Degree - Land Economics and Real Estate, Texas A&M University, 1986.
Bachelor of Science Degree - Agricultural Economics, Texas A&M University, 1984.

The Land Economics and Real Estate curriculum at Texas A&M University is one of only three degree programs in the United States which have been sanctioned by The Appraisal Institute for post-graduate studies in commercial real estate appraisal. During his pursuit of the Master's degree, Mr. Todd served as a graduate teaching assistant for several undergraduate courses, including real estate appraisal curriculum. Mr. Todd received the Master's degree in May 1986. Prior to his post-graduate studies, Mr. Todd received a Bachelor of Science Degree in December 1984, graduating with *Magna Cum Laude* honors.

The Appraisal Institute courses completed by Mr. Todd include: Standards of Professional Appraisal Practice, Principles of Appraisal, Basic Valuation, Capitalization Theory - Part A, Capitalization Theory - Part B, Case Studies in Real Estate Valuation, Report Writing and Valuation Analysis, and received a passing grade on both the Comprehensive Examination and the Demonstration Report. Mr. Todd was awarded the designation of MAI in May 1992. The Appraisal Institute conducts a program of continuing professional education for its designated members. MAI and SRA members who meet the minimum standards of the program are awarded periodic educational certification. Mr. Todd is currently certified under this program. Mr. Todd serves on the Region 8 Ethics and Counseling Regional Panel of the Appraisal Institute.

Other college level real estate courses and seminars completed by Mr. Todd include: Real Estate Development Analysis, Real Property Valuation, Building Construction Practices, Rural Real Estate Appraisal, Understanding Limited Appraisals and Reporting Options, ASB Informational Meeting, and Texas Property Tax Law.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Mitchell Brian Todd**

License #: **TX 1323514 G**

License Expires: **08/31/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

QUALIFICATIONS OF MICHAEL A. KEANE, MAI

EXPERIENCE

8/15 – Present	**Senior Vice President** – Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas
10/12 – 8/15	**Senior Appraiser** – Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas
10/09 – 10/12	**Appraisal Associate** – Beer-Wells-Todd, Real Property Analysts, Inc.; Frisco, Texas

During Michael's tenure as a real estate appraiser and appraisal research assistant, he has assisted in the preparation and market research for numerous valuations on a variety of commercial real estate developments. These properties consisted of various single and multiple tenant industrial, general office, medical office, and retail facilities as well as residential subdivision developments, multifamily developments, and user specific and special purpose properties such as automotive repair/service, full and self-serve car wash facilities, airplane hangars, fixed base operations, flight schools, marinas, ice skating rinks, and bill board properties. Michael has also appraised properties for eminent domain/partial taking purposes.

Michael's responsibilities involve performing property inspections as well as analyzing market trends, collecting and analyzing market data, analyzing subject property income and expense information, estimating reproduction costs and depreciation as well as utilizing all aforementioned data to perform real property appraisals.

PROFESSIONAL LICENSE AND AFFILIATIONS

Designated Member of The Appraisal Institute - MAI

State Certified General Real Estate Appraiser
Texas Certificate # TX-1380384-G

EDUCATION

Master's Degree - Land Economics and Real Estate - Texas A&M University, 2008

Bachelor of Science Degree – Sport Management - Texas A&M University, 2007.
Minor in Business Administration

The Land Economics and Real Estate curriculum at Texas A&M University is one of only three degree programs in the United States which have been sanctioned by The Appraisal Institute for post-graduate studies in commercial real estate appraisal. During his pursuit of the Master's degree, Michael completed various real estate and financial oriented courses including Real Property Valuation I & II, Real Property Finance, Real Estate Development, Financing Real Estate Investments, Money and Capital Markets, and Commercial Real Estate Law. Michael received the Master's degree in December 2008. Prior to his post-graduate studies, Michael received a Bachelor of Science Degree in August 2007.

Texas Appraiser Licensing and Certification Board certified courses completed by Michael include: Appraisal Principles, Appraisal Procedures, Sales Comparison Approach, Income Approach Parts 1 & 2, Finance Statistics and Valuation Modeling, Site Valuation and Cost Approach, Business Practices and Ethics, and Uniform Standards of Professional Appraisal Practice receiving a passing grade on all course examinations.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **MICHAEL ANDREW KEANE**

License #: **TX 1380384 G** License Expires: **11/30/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Jonathan David Martin**

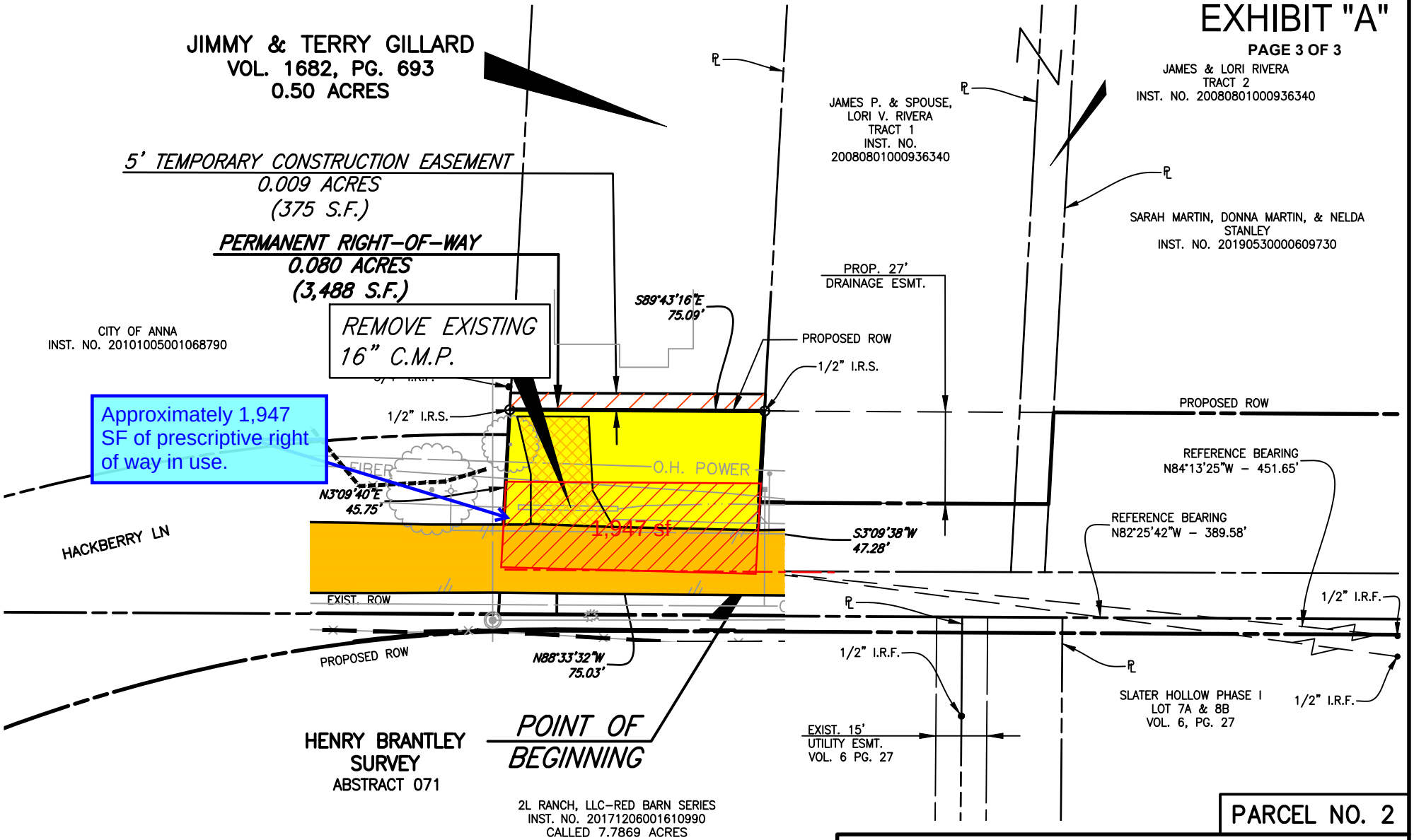
License #: **TX 1381200 G** License Expires: **06/30/2024**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

EXHIBIT "A"



PARCEL NO. 2

NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD–83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 07/08/2021.
3. 1/2" I.R.S. = 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "BHC"
4. A FIELD NOTE DESCRIPTION OF EVEN DATE HHEREWITH ACCOMPANIES THIS EXHIBIT.

40.0 ft
0 40
1 INCH = 40 FEET

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.

GARY C. HENDRICKS, R.P.L.S.
NO. 5073
DATE: DECEMBER 2021

CITY OF ANNA, TEXAS

JIMMY & TERRY GILLARD
PERMANENT RIGHT-OF-WAY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER 2021

REVISED: 12/2/21 – JJACOBS H:\Projects\Anna\2018162 Hackberry Dr Paving-Drainage ROW\Easement Plats\ROW Acquisition\2018162_ Parcel 02_GILLARD.dwg

Item No. 7.u.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the relocation of overhead poles and utilities located adjacent to the City of Anna Municipal Complex as a part of the Downtown Street Improvements capital project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is intended to improve the aesthetic of our downtown area and allow for roadway improvements. As re-development of downtown occurs, the City is seeking to bury overhead lines in order to beautify the area and allow for enhanced streets, sidewalks, and landscaping. The City has already removed existing Oncor power poles which were previously located on the Municipal Complex property. This item is to remove the AT&T poles surrounding the Municipal Complex property, creating a more professional and aesthetic appearance downtown and allowing for the re-construction of 5th Street, 7th Street, and Riggins.

The City coordinated with AT&T to define the scope of work and develop a cost estimate. AT&T has provided the attached cost estimate and agreement for City approval. Approval of the resolution will approve the City Manager to execute the agreement with AT&T and fund the work. The anticipated cost is $86,721.74 per the cost estimate provided by AT&T. Since AT&T states in the agreement that costs could be higher, staff is recommending a not to exceed funding amount of $100,000.

The removal of the power poles is required for the reconstruction of 5th Street, 7th Street, and Riggins. These roads are part of an existing Community Investment Program project identified in the Downtown Master Plan and named, "Downtown Street Improvements." The funding for this project, including the pole removal, is available in the Non-Bond Capital Fund, Street Maintenance funding.

FINANCIAL IMPACT:

The estimated project cost is $86,721.74. Staff recommends approving a budget of $100,000 to include approximately $15,000 in contingencies for unknown situations during construction. Funding for the Downtown Street Expansion project was appropriated in the FY2023 Community Investment Program budget in the amount of $1.5 million from the Non-Bond Capital Projects Fund.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. Exhibit A - AT&T Pole Remova Locations
2. Final - Resolution and agreement AT&T Pole Removal Project
3. CIP Page - Downtown Street Improvements Project

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 11/17/2022
Terri Doby, Budget Manager	Approved - 12/8/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

Google Maps

google.com/maps/@33.3475336,-96.5502158,341m/data=!3m1!1e3

Search Google Maps

Restaurants | Hotels | Attractions | Museums | Transit | Pharmacies | ATMs

Sign in

Anna Area Historical Preservation Society

Sherley Heritage Park

Occam's Razor

Hail Damage Anna

S James Dr

S Powell Pkwy

W 5th St

W 5th St

W 5th St

5th St

5th St

S Riggins St

Anna Fire Department

remove these poles with under ground conduit by bore.

City of Anna City Hall

American Medical Response

remove this pole as well.

Wells McCoy Steel Services

W 7th St

W 7th St

Peggy Robinson
Temporarily closed

S Sherley Rd

E Sixth St

E 7th St

E 7th St

Layers

Anna
Texas 75409
33.347665, -96.548851

Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022 United States Terms Privacy Send feedback 100 ft

Type here to search

89°F Sunny

11:24 AM
9/20/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND AT&T, FOR THE REMOVAL OF OVERHEAD LINES AND POLES AND THE INSTALLATION OF UNDERGROUND TELECOMMUNICATION CABLES AS A PART OF THE DOWNTOWN STREET IMPROVEMENTS CAPITAL PROJECT, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is seeking to improve the aesthetic appearance of the downtown area in the City of Anna, Texas; and,

WHEREAS, the City has an active capital project known as Downtown Street Improvements, to re-construct 5th Street, 7th Street, and Riggins Road surrounding the Municipal Complex property; and,

WHEREAS, the City previously worked with Oncor in 2020 to remove overhead power poles on the Anna Municipal Complex site as required for the construction of new facilities; and,

WHEREAS, AT&T has provided a detailed cost estimate in a letter of agreement and has agreed to complete the necessary scope of work; and,

WHEREAS, the project will be funded through the Non-Bond Capital Project Fund for Street Maintenance as a part of the Downtown Street Improvements Capital Project; 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.

A. That the funding required is estimated to be $86,721.74, a not to exceed funding amount shall be $100,000, and the funding source shall be Non-Bond Capital Project Street Maintenance Funds. Final funding amount may vary based on actual costs incurred by AT&T and approved by the City.

B. That the City Council hereby approves entering into and authorizes the City Manager to execute the letter of agreement identified in Exhibit "A" attached hereto.

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

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor Nate Pike

EXHIBIT “A”

AT&T Texas

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

October 28, 2022

CR # 221172
Customer Billing Telephone Number: Special Bill

BILL TO: **City of Anna**
3223 N. Powell Pkwy.
Anna, TX 75409

WORK SITE LOCATION: 305 N. Powell Pkwy. Anna, TX 75409

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED:

This cost estimate is for project to remove aerial fiber/copper cables from Anna City Hall east side block, S Riggins St. from W 5th St to W 7th St. Includes removal of cables, poles and associated hardware and placement of new fiber/copper cables in conduit along designated easement along west side of S Riggins from W 5th St. to W 7th St. Job will include all new cable placement along with new associated materials and service cut arounds for the existing working circuits. Project also includes removal of poles along W 5th and (1) pole on W 7th.

LABOR EXPENSE: $82,712.98 **(Contractor Labor: $18,045.93 AT&T Labor: $64,667.05)**
MATERIAL EXPENSE: $4,008.76

ESTIMATED CHARGE FOR CONSTRUCTION SERVICES:

ESTIMATED COST: $86,721.74
(Actual charges may exceed this estimated cost.)
Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas, (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such services plus applicable taxes. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with SWBT's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job . The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to the Applicant by AT&T as the case may be.

ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from October 28, 2022. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

PAYMENT

Applicant agrees to make an advance payment of **$86,721.74** prior to commencement of the work. Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day-time period will operate to cancel the change order and SWBT will cease all work activity on the project until payment is made.

When the Applicant agrees to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

*Applicable to orders over $25,000 and work will take 6 or more months to complete.

TAXES

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project “on hold”, at any point during the progress of the work, said stop work order or request to “hold” work must be issued in writing and must be delivered via certified mail, return receipt requested to the **Custom Work Order Department, 14575 Presidio Square Blvd Rm 111 Houston, TX 77083.** If Applicant issues a stop work order, or a request to “hold” work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or “hold” work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or “hold” work order, Applicant elects to cancel the contract, Applicant must inform SWBT, in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant’s advance payment and refund any remaining funds to Applicant.

Under no circumstances will SWBT, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to “hold” work on the project.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify SWBT, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay SWBT for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, SWBT will deduct its costs and expenses incurred as of the date of Applicant’s notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by SWBT at the time of this agreement, SWBT will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that SWBT, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, SWBT is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before SWBT proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will SWBT's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge SWBT with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will SWBT be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE

Any representation by SWBT, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on SWBT, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within SWBT's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that SWBT, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless SWBT, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties. Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER: **CR# 221172**

Authorized Signature, Title or Relationship to Company or Individual

Company: _____

Printed Name: _____

Date: _____

ACCEPTED FOR AT&T:

Authorized Signature, Title or Relationship to Company or Individual

Company: _____

Printed Name: _____

Date: _____

AT&T Texas

October 28, 2022

RE: CR # 221172

This letter is regarding your request for Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") to perform construction services for you. Enclosed please find an Application and Letter of Agreement for Construction Services. This application describes the construction services you have requested along with the associated charges for us to do the work. We require an advance payment on this amount, which is also shown on the application.

Both the **SIGNED APPLICATION** and the **ADVANCE PAYMENT, made payable to AT&T**, must be received by our office before we can proceed on your behalf with the work. Our mailing address for these documents is listed below:

AT&T – CWO
Attn: Esmeralda Ceballos
14575 Presidio Square Blvd.
Flr. 1 Rm 111
Houston, TX 77083

If you decide not to proceed with this work, please call our business office so that we may cancel your request. As always, please feel free to contact our business office at 888-321-8535 if you have any questions regarding this matter.

Please refer to the record number at the top of your application to assist us in locating your file.

Sincerely,

Esmeralda Ceballos
AT&T CWO

PROJECT NAME: Downtown Street Improvements

Description: 5th Street from SH 5 to Riggins Street; 7th Street from SH 5 to Riggins Street; Interurban Street from 5th Street to 4th Street; These projects are part of the Downtown Improvement Plan, and the Comprehensive Plan may impact the scope.

Funding	Project to Date	2021	2022	2023	2024	2025	Total
Non-Bond Capital	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
Expenditures							
Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	-	1,500,000	-	-	-	-	1,500,000
Equipment	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-
Total	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000

Item No. 7.v.

City Council Agenda
Staff Report

Meeting Date: 12/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution awarding the bid for the Municipal Complex Parking Expansion (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The FY 2023 budget includes $400,000 to fund improvements on the Municipal Complex property which were not included in the building construction project, but were deemed important for the use of the facilities. The primary need at the new facility is additional parking, which was originally an "add-alternate" item in the building construction project, but was not included due to the project budget. The original paving plan showing the add alternate parking areas is attached. The additional parking areas are also shown in the project map attached.

Now that the Municipal Complex is in use, it is clear that additional parking is required for the public, public safety staff, and general staff. This project will add 90 additional parking spaces on the property. The paved areas will not only improve parking for regular use of the facilities, but it will also provide the City with a larger area for attractions and booths when the City hosts special events on the property.

The City publicly bid the project and opened up bids on December 1st. The project was advertised in the Anna Melissa Tribune. The City received 5 bids on the project, which can be seen in the attached bid tabulation.

The lowest qualified bid was received from Cald & A Consulting, LLC, in an amount of $386,787.93. A budget of $400,000 is recommended to provide a small amount of funding for contingencies, which will only be used to address unforeseen issues during construction.

Staff has reviewed Cald & A Consulting, LLC's references and work history and has determined that they have the necessary experience and capability to complete the project. Work is anticipated to begin after the first of the year. If approved by the Council, staff will work with the contractor to prepare a detailed project schedule.

FINANCIAL IMPACT:

Funding for the City Hall Municipal Complex Project (furniture, fixtures, and equipment) was appropriated in the FY2023 Community Investment Program budget in the amount

of $400,000 from the Non-Bond Capital Projects Fund.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

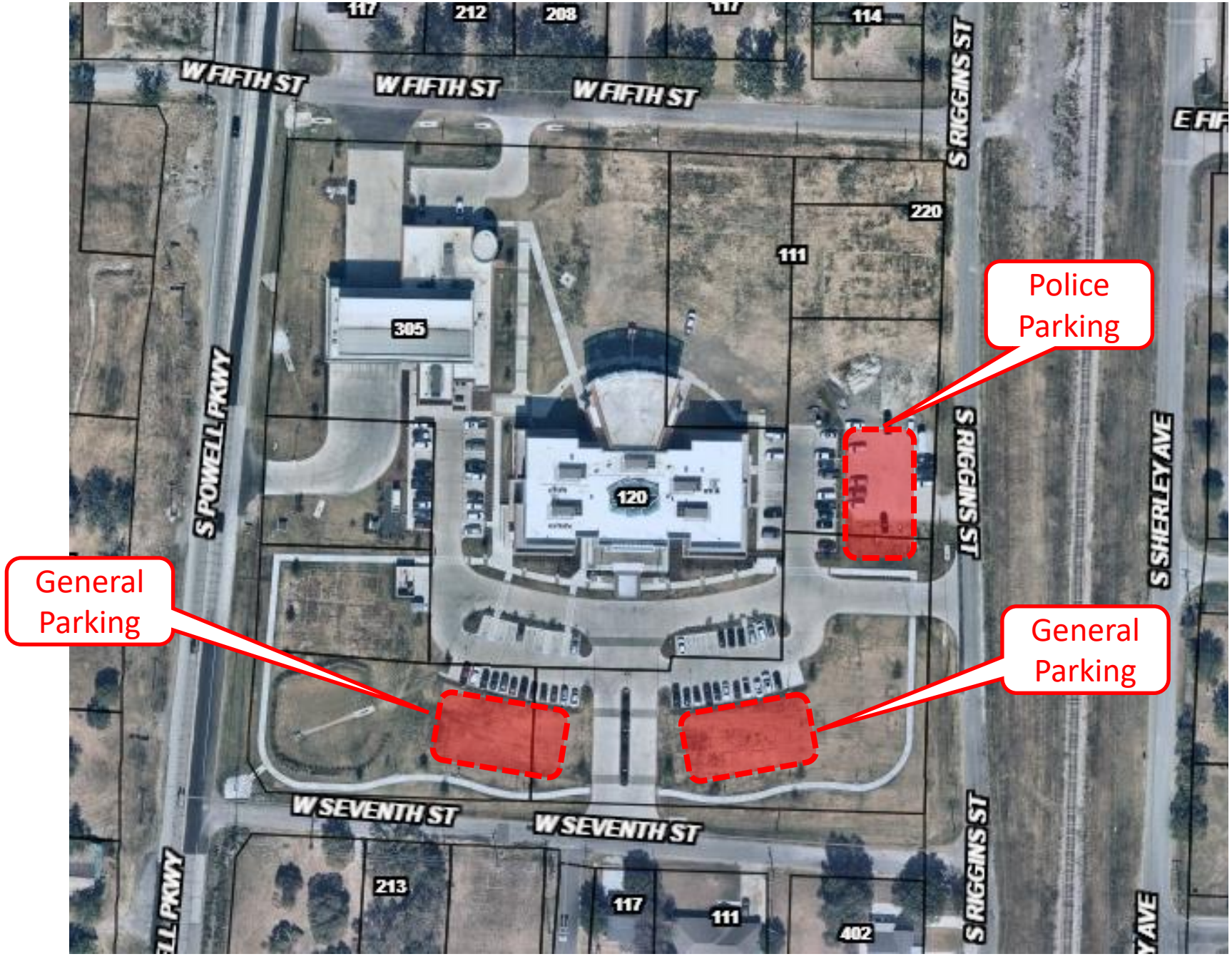
ATTACHMENTS:

1. Municipal Complex Parking - Project Location Map
2. Bid Tabulations Breakdown - Municipal Complex Parking Expansion
3. Original Parking Plan - Anna Municipal Complex
4. Resolution - Cald and A Consulting - Municipal Complex Parking Expansion

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 12/7/2022
Jim Proce, City Manager	Final Approval - 12/8/2022

Municipal Complex Parking Expansion Project Location Map



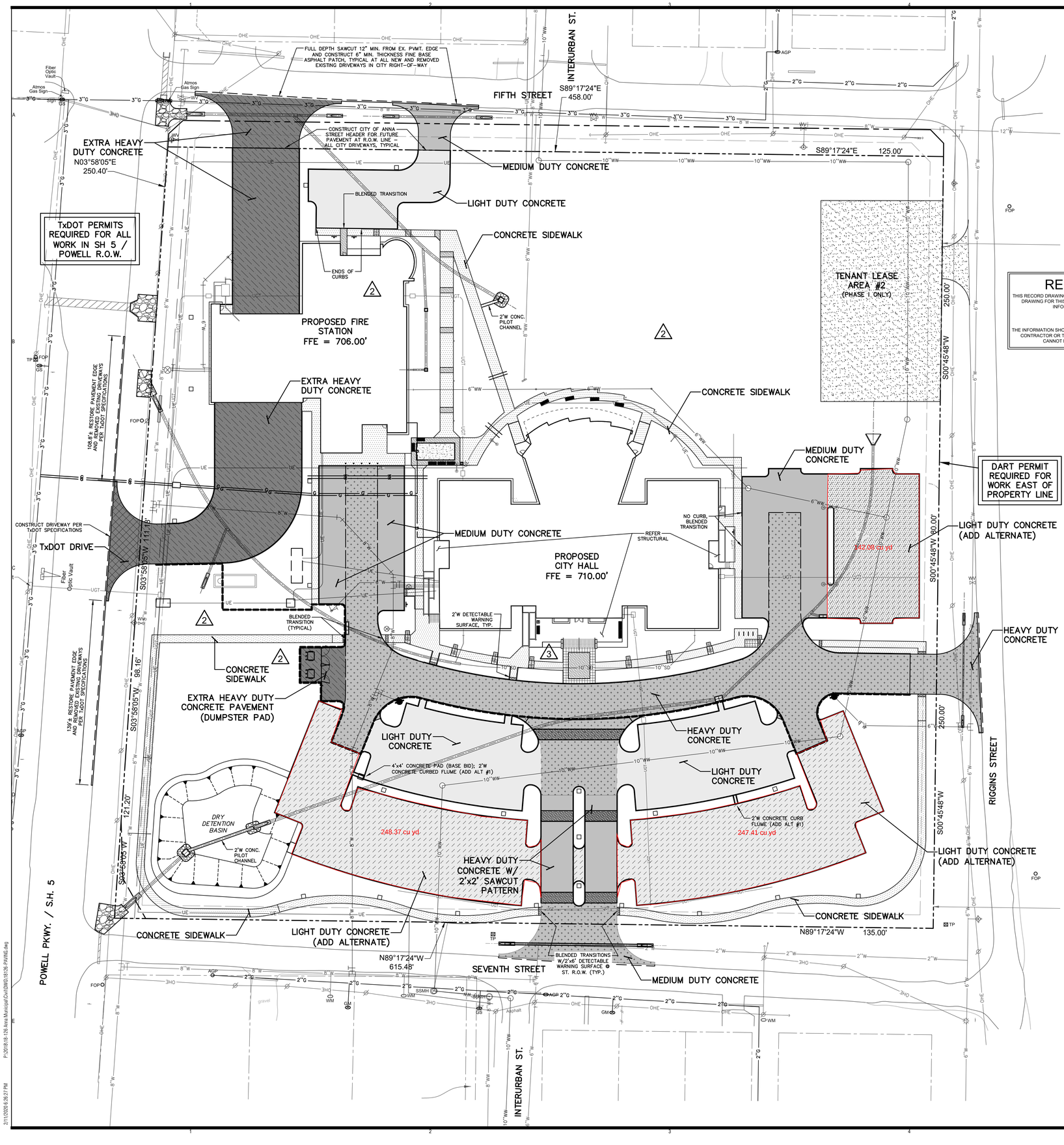
Bid Tabulation - City Hall Parking Lot

				308 Construction		Cald & A Consulting LLC		Gilco Contracting Inc.		Green Dream International		GRod Construction, LLC.	
Bid Item #	Description	Unit	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization, Bonds, & Insurance	LS	1	$ 59,666.82	$ 59,666.82	$ 20,000.00	$ 20,000.00	$ 19,000.00	$ 19,000.00	$ 20,700.00	$ 20,700.00	$ 50,000.00	$ 50,000.00
2	Site Preparation, including removal of surface vegetation, fine grading.	LS	1	$ 46,537.70	$ 46,537.70	$ 34,775.00	$ 34,775.00	$ 100000.00	$ 100,000.00	$ 17250.00	$ 17,250.00	$ 45000.00	$ 45,000.00
3	Sawcut, remove, and dispose of 6" concrete curb, complete and in place.	LF	255	$ 11.00	$ 2,805.00	$ 5.70	$ 1,453.50	$ 10.00	$ 2,550.00	$ 6.90	$ 1,759.50	$ 6.00	$ 1,530.00
4	Sawcut, remove, and dispose of existing 6" concrete light duty paving, complete and in place.	SY	100	$ 39.60	$ 3,960.00	$ 14.73	$ 1,473.00	$ 32.00	$ 3,200.00	$ 17.25	$ 1,725.00	$ 40.00	$ 4,000.00
5	Grind and remove existing Fire Lane striping from existing concrete, complete and in place.	LF	85	$ 33.00	$ 2,805.00	$ 16.15	$ 1,372.75	$ 11.10	$ 943.50	$ 11.50	$ 977.50	$ 10.00	$ 850.00
6	Construct 6-inch thick, 4,000 PSI, Light Duty Reinforced Concrete Parking Lot and Drive Aisles, with number 4 bars @ 18" O.C.E.W., complete and in place	SY	4298	$ 74.80	$ 321,490.40	$ 66.41	$ 285,430.18	$ 86.35	$ 371,132.30	$ 80.50	$ 345,989.00	$ 70.00	$ 300,860.00
7	Construct 6" Concrete Curb, complete and in place	LF	1700	$ 8.80	$ 14,960.00	$ 14.73	$ 25,041.00	$ 1.00	$ 1,700.00	$ 8.05	$ 13,685.00	$ 5.00	$ 8,500.00
8	Install Parking Lot Striping for up to 90 standard 20' long parking spaces, with white reflective traffic paint, complete and in place.	LS	1	$ 3,850.00	$ 3,850.00	$ 1,187.50	$ 1,187.50	$ 3,305.00	$ 3,305.00	$ 5,750.00	$ 5,750.00	$ 5,500.00	$ 5,500.00
9	Install up to 200 LF of Red Fire Lane Striping on concrete pavement, complete and in place.	LS	1	$ 1,650.00	$ 1,650.00	$ 237.50	$ 237.50	$ 930.00	$ 930.00	$ 2,300.00	$ 2,300.00	$ 1,300.00	$ 1,300.00
10	Contractor to provide Stormwater Pollution Prevention Plan, Submit NOI, install all erosion control equipment and materials required to meet SWPPP requirements, and maintain erosion control devices for the duration of construction activity.	LS	1	$ 8,250.00	$ 8,250.00	$ 3,325.00	$ 3,325.00	$ 18,514.00	$ 18,514.00	$ 5,750.00	$ 5,750.00	$ 3,000.00	$ 3,000.00
11	Adjust three rings and covers on S.S. manholes.	LS	3	$ 0.00	$ 0.00	$ 1,425.00	$ 4,275.00	$ 500.00	$ 1,500.00	$ 920.00	$ 2,760.00	$ 300.00	$ 900.00
12	Lower existing electric lines and remove plus that will be in the way of pavement.	LF	110	$ 0.00	$ 0.00	$ 61.75	$ 6,792.50	$ 90.90	$ 9,999.00	$ 57.50	$ 6,325.00	$ 50.00	$ 5,500.00
13	Relocate Irrigation under paving.	LS	1	$ 0.00	$ 0.00	$ 4,275.00	$ 4,275.00	$ 20,000.00	$ 20,000.00	$ 4,600.00	$ 4,600.00	$ 24,000.00	$ 24,000.00
14	Tree Removal (Not a bid item)		1	$ 0.00	$ 0.00		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 13000.00	$ 13,000.00
15	Excavation (Not a bid item)		1	$ 0.00	$ 0.00		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 65000.00	$ 65,000.00
Calculated Total					**$ 465,974.92**		**$ 389,637.93**		**$ 552,773.80**		**$ 429,571.00**		**$ 528,940.00**
Total Submitted by Contractor					**$ 482,430.92**		**$ 386,787.93**		**$ 552,773.80**		**$ 429,571.00**		**$ 537,040.00**

BID SUMMARY

Bids Received at 3:00 p.m., Thursday, December 1, 2022

Contractor	Base Bid	Bid Bond	Addendum
308 Construction	$ 482,430.92	Yes	Yes
Cald & A Consulting LLC	$ 386,787.93	Yes	Yes
Gilco Contracting, Inc.	$ 552,773.80	Yes	Yes
Green Dream International	$ 429,571.00	Yes	Yes
GRod construction, LLC.	$ 537,040.00	Yes	Yes



CAUTION!!!

Texas811 NOTIFICATION CENTER (Prev. DigTESS):
811 or 1-800-545-6005 or 1-800-DIG-TESS

LONESTAR 811 NOTIFICATION CENTER:
1-800-669-8344

All excavators must call one of the above notification centers prior to digging. Call *not earlier than 14 days before or later than 2 working days (48-hours) before the date the excavation is to begin, excluding weekends and legal holidays.*

One Call Notification Center covers all underground utilities except water, sewer and slurry. The Excavator shall notify these operators directly.

RECORD DRAWING

THIS RECORD DRAWING IS A COMPILATION OF A COPY OF THE SEALED ENGINEERING DRAWING FOR THIS PROJECT MODIFIED BY ADDENDA, CHANGE ORDERS AND INFORMATION FURNISHED BY THE CONTRACTOR.

09/26/2022

THE INFORMATION SHOWN ON THE RECORD DRAWINGS THAT WAS PROVIDED BY THE CONTRACTOR OR TO OTHERS NOT ASSOCIATED WITH THE DESIGN ENGINEER CANNOT BE VERIFIED FOR ACCURACY OR COMPLETENESS.

STATE OF TEXAS · CHARLES GOJER · 33348 · REGISTERED · PROFESSIONAL ENGINEER

IMPORTANT NOTES:

1. *AS-BUILT INFORMATION IS VERY LIMITED IN THIS AREA. EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO START AND NOTIFY THE ENGINEER OF ANY DIFFERENCES BETWEEN ACTUAL LOCATIONS AND THE LOCATIONS SHOWN HEREON.*
2. *CONTRACTOR IS RESPONSIBLE FOR ROUTING MINOR IRRIGATION, ELECTRICAL, TELECOM AND MISC. UTILITY CONDUITS AND REPORTING ACCURATE AS-BUILT LOCATIONS TO THE DESIGN TEAM. COORDINATE WITH MEP, LANDSCAPE, IRRIGATION, AND TELECOM PLANS PRIOR TO PLACEMENT OF PAVING AND STRUCTURES.*
3. *TIMING OF POWER LINE RELOCATION IS UNKNOWN AT TIME OF PLAN ISSUANCE. CONTRACTOR TO COORDINATE WITH ONCOR AND CITY STAFF ON A CONTINUING BASIS. CONTRACTOR IS RESPONSIBLE FOR BRACING AND PROTECTING EXISTING ACTIVE POWER POLES ON AN AS-NEEDED BASIS. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS AND SHALL NOT BE PAID SEPARATELY.*

LEGEND

- EXISTING BUILDING
- EXISTING LARGE STORM DRAIN LINE
- 6"SD — EXISTING STORM DRAIN LINE W/ SIZE
- 8"WW — EXISTING WASTEWATER LINE W/ SIZE
- 10"W — EXISTING WATER LINE W/ SIZE
- UGT — EXISTING UNDERGROUND TELEPHONE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- 3"G — EXISTING GAS LINE W/ SIZE
- LARGE STORM DRAIN LINE
- STORM DRAIN INLET
- STORM DRAIN HEADWALLS
- 6"W — WATER LINE W/ SIZE
- 8"WW — WASTEWATER LINE W/ SIZE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC LINE
- LIGHTS TYPES
- FIRE LANES

- 5" OR 6" THICK 4,000 PSI LIGHT DUTY PORTLAND CEMENT CONCRETE PAVEMENT (PRIVATE); REFER TO TABLE P1
- ADD ALTERNATE LIGHT DUTY CONCRETE PAVING (PRIVATE); REFER TO TABLE P1
- 6" OR 7" THICK 4,000 PSI MEDIUM DUTY PORTLAND CEMENT CONCRETE PAVEMENT (PRIVATE); REFER TO TABLE P1
- 8" OR 9" THICK 4,000 PSI HEAVY DUTY PORTLAND CEMENT CONCRETE PAVEMENT (FIRE LANES); REFER TO TABLE P1
- HEAVY DUTY CONCRETE W/ 2'x2' SAWCUT PATTERN, REFER ARCHITECTURAL AND LANDSCAPE DRAWINGS
- 9" OR 10" THICK 4,000 PSI EXTRA HEAVY DUTY PORTLAND CEMENT CONCRETE PAVEMENT (FIRE STATION, DUMPSTER); REFER TO TABLE P1
- HEAVY DUTY COMMERCIAL DRIVE APPROACH PER TxDOT SPECIFICATIONS
- TEMPORARY LEASE AREA #2: 6" THICK TYPE D, GRADE 1-2 FLEXIBLE BASE PER TxDOT ITEM 247, OR ALTERNATE OWNER APPROVED MATERIAL
- VEHICULAR PAVERS ON CONCRETE (SEE HARDSCAPE PLAN L1.01)

- 4" THICK 3,000 PSI PORTLAND CEMENT CONCRETE SIDEWALK; REFER TO TABLE P1
- CONCRETE SIDEWALK W/ 2'x2' SAWCUT PATTERN, REFER ARCHITECTURAL AND LANDSCAPE DRAWINGS
- MIN. 12" WIDE AND 6" THICK TYPE B FINE HOT MIX ASPHALT BASE PER NCTCOG ITEM 302.9
- RIPRAP; REFER TO STORM DRAIN PLAN(S)
- RIVER ROCK; REFER TO DETENTION PLAN
- PLASTIC DETECTABLE WARNING SURFACE PLATES; REFER TO ARCHITECTURAL SPECS
- C — CONSTRUCTION JOINT
- SAWED CONTRACTION JOINT
- SAWCUT LINE
- CB102/01 — SECTION MARKER (SHEET NO. / DETAIL NO.)

General Construction Notes:

1. REFER TO SHEET C0.01 – GENERAL NOTES AND ABBREVIATIONS FOR GENERAL CONSTRUCTION NOTES AND EARTHWORK REQUIREMENTS.
2. REFER TO SHEETS C0.02 – EXISTING CONDITIONS FOR IMPORTANT INFORMATION REGARDING EXISTING SITE CONDITIONS.
3. ALL WORK IN CITY R.O.W. SHALL COMPLY WITH CITY OF ANNA NOTES, SPECIFICATIONS, AND DETAILS. ALL WORK IN TxDOT R.O.W. (POWELL PKWY./STATE HIGHWAY 5) SHALL COMPLY WITH TxDOT STANDARDS AND TxDOT PERMIT(S) SHALL BE REQUIRED.
4. REFER TO SHEET C6.01 – PAVING DETAILS FOR PAVING NOTES AND SPECIFICATIONS..
5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES AND STORM DRAINS AND REPORTING ANY POTENTIAL CONFLICTS TO THE ENGINEER PRIOR TO CONSTRUCTION.

SURVEYOR'S NOTES

Temporary Benchmarks:

TBM #1: Mag Nail Set in the center of a concrete headwall, at the southeasterly intersection of State Highway No. 5 and 5th Street. Elevation=702.33'

TBM #2: Mag nail set in concrete, in the northerly line of 7th Street, being approximately 250' east of the approximate centerline of State Highway No. 5. Elevation=701.91'

Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0160J, 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".

2. 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.

3. Bearings are based on the northerly line of that tract of land described by deed to Chris Cashdollar and Jacque Cashdollar, as recorded under Document No. 20091020001289220, of the Official Public Records, Collin County, Texas.

RANDALL SCOTT ARCHITECTS
ARCHITECTURE | INTERIORS | PLANNING
2140 LAKE PARK BLVD. SUITE 300
RICHARDSON, TX. 75080
PHONE: 972.664.9100
WWW.RSARCHITECTS.COM

THE CITY OF Anna

PROJECT TEAM

PRINCIPAL: CHARLES GOJER, PE
PROJ. DIR.: DARREN ANDREWS, PE
PROJ. MGR.: DARREN ANDREWS, PE
DRAWN BY:
Q.C.:

Charles Gojer and Associates, Inc.
Consulting Engineers
Texas Firm Registration No. F-697
11615 Forest Central Dr. Suite 303
Dallas, Texas 75243 (214) 340-1199
JOB NO. 18-126

REVISIONS

NO.	DATE	REF. / DESCRIPTION
1	OCT 01, 2019	ASI #01
2	FEB 07, 2020	ASI #02

EARLY SITE WORK PACKAGE

ISSUE DATE:
© FEBRUARY 07, 2020

PAVING PLAN

SHEET NO.
C5.01

PROJECT NO.: 1816.10

THE CITY OF ANNA, TX
ANNA CITY HALL / MUNICIPAL COURT / POLICE / FIRE STATION

P:\2018\18-126 Anna Municipal Court\DWG\18126-PAVING.dwg
2/11/2020 6:36:37 PM

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDING THE MUNICIPAL COMPLEX PARKING EXPANSION PROJECT TO CALD & A CONSULTING, LLC, IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($400,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Complex Parking Expansion Project is identified as a capital improvement project in the City of Anna's Fiscal Year Annual Operating Budget for 2022-2023; and,

WHEREAS, the City has identified funding for the project from the General Fund, Non-Bond Capital Projects Fund; and,

WHEREAS, Cald & A Consulting, LLC, was the lowest qualified bidder in the publicly advertised bid process for the project; 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 awards the Municipal Complex Parking Expansion project to Cald & A Consulting, LLC, in an amount not to exceed $400,000.00, which includes $13,202.07 for contingency.

That funding for the project shall come from the General Fund, Non-Bond Capital Projects Fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of December 2022.

ATTEST:

_____

City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Exhibit A

Bid Tabulation - City Hall Parking Lot

				308 Construction		Cald & A Consulting LLC		Gilco Contracting Inc.		Green Dream International		GRod Construction, LLC.	
Bid Item #	Description	Unit	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization, Bonds, & Insurance	LS	1	$ 59,666.82	$ 59,666.82	$ 20,000.00	$ 20,000.00	$ 19,000.00	$ 19,000.00	$ 20,700.00	$ 20,700.00	$ 50,000.00	$ 50,000.00
2	Site Preparation, including removal of surface vegetation, fine grading.	LS	1	$ 46,537.70	$ 46,537.70	$ 34,775.00	$ 34,775.00	$ 100000.00	$ 100,000.00	$ 17250.00	$ 17,250.00	$ 45000.00	$ 45,000.00
3	Sawcut, remove, and dispose of 6" concrete curb, complete and in place.	LF	255	$ 11.00	$ 2,805.00	$ 5.70	$ 1,453.50	$ 10.00	$ 2,550.00	$ 6.90	$ 1,759.50	$ 6.00	$ 1,530.00
4	Sawcut, remove, and dispose of existing 6" concrete light duty paving, complete and in place.	SY	100	$ 39.60	$ 3,960.00	$ 14.73	$ 1,473.00	$ 32.00	$ 3,200.00	$ 17.25	$ 1,725.00	$ 40.00	$ 4,000.00
5	Grind and remove existing Fire Lane striping from existing concrete, complete and in place.	LF	85	$ 33.00	$ 2,805.00	$ 16.15	$ 1,372.75	$ 11.10	$ 943.50	$ 11.50	$ 977.50	$ 10.00	$ 850.00
6	Construct 6-inch thick, 4,000 PSI, Light Duty Reinforced Concrete Parking Lot and Drive Aisles, with number 4 bars @ 18" O.C.E.W., complete and in place	SY	4298	$ 74.80	$ 321,490.40	$ 66.41	$ 285,430.18	$ 86.35	$ 371,132.30	$ 80.50	$ 345,989.00	$ 70.00	$ 300,860.00
7	Construct 6" Concrete Curb, complete and in place	LF	1700	$ 8.80	$ 14,960.00	$ 14.73	$ 25,041.00	$ 1.00	$ 1,700.00	$ 8.05	$ 13,685.00	$ 5.00	$ 8,500.00
8	Install Parking Lot Striping for up to 90 standard 20' long parking spaces, with white reflective traffic paint, complete and in place.	LS	1	$ 3,850.00	$ 3,850.00	$ 1,187.50	$ 1,187.50	$ 3,305.00	$ 3,305.00	$ 5,750.00	$ 5,750.00	$ 5,500.00	$ 5,500.00
9	Install up to 200 LF of Red Fire Lane Striping on concrete pavement, complete and in place.	LS	1	$ 1,650.00	$ 1,650.00	$ 237.50	$ 237.50	$ 930.00	$ 930.00	$ 2,300.00	$ 2,300.00	$ 1,300.00	$ 1,300.00
10	Contractor to provide Stormwater Pollution Prevention Plan, Submit NOI, install all erosion control equipment and materials required to meet SWPPP requirements, and maintain erosion control devices for the duration of construction activity.	LS	1	$ 8,250.00	$ 8,250.00	$ 3,325.00	$ 3,325.00	$ 18,514.00	$ 18,514.00	$ 5,750.00	$ 5,750.00	$ 3,000.00	$ 3,000.00
11	Adjust three rings and covers on S.S. manholes.	LS	3	$ 0.00	$ 0.00	$ 1,425.00	$ 4,275.00	$ 500.00	$ 1,500.00	$ 920.00	$ 2,760.00	$ 300.00	$ 900.00
12	Lower existing electric lines and remove plus that will be in the way of pavement.	LF	110	$ 0.00	$ 0.00	$ 61.75	$ 6,792.50	$ 90.90	$ 9,999.00	$ 57.50	$ 6,325.00	$ 50.00	$ 5,500.00
13	Relocate Irrigation under paving.	LS	1	$ 0.00	$ 0.00	$ 4,275.00	$ 4,275.00	$ 20,000.00	$ 20,000.00	$ 4,600.00	$ 4,600.00	$ 24,000.00	$ 24,000.00
14	Tree Removal (Not a bid item)		1	$ 0.00	$ 0.00		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 13000.00	$ 13,000.00
15	Excavation (Not a bid item)		1	$ 0.00	$ 0.00		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 65000.00	$ 65,000.00
Calculated Total					$ 465,974.92		$ 389,637.93		$ 552,773.80		$ 429,571.00		$ 528,940.00
Total Submitted by Contractor					$ 482,430.92		$ 386,787.93		$ 552,773.80		$ 429,571.00		$ 537,040.00

Item No. 7.w.

City Council Agenda
Staff Report

Meeting Date:	12/13/2022
Staff Contact:	Carrie Land

AGENDA ITEM:
Consider/Discuss/Action to fill an EDC/CDC Boards vacancy. (City Secretary Carrie Land)

SUMMARY:
Shane Williams, Place 1 has submitted his resignation. The vacancy is a partial term, expiring May 2023.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
Appoint and fill the vacancy.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022

Item No. 7.x.

City Council Agenda
Staff Report

Meeting Date:	12/13/2022
Staff Contact:	Carrie Land

AGENDA ITEM:
Consider/Discuss/Action to fill a Board of Adjustment vacancy. (City Secretary Carrie Land)

SUMMARY:
Place 1A is currently vacant. The term is a partial term, expiring May 2023.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
Appoint and fill vacancy.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 12/1/2022
Jim Proce, City Manager	Final Approval - 12/7/2022