

AGENDA



City Council Meeting

Tuesday, March 14, 2023 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 on 03/14/2023 at 6:00 PM in 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. Invocation and Pledge of Allegiance.**
- 3. 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.

4. 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.

5. Work Session.

- a. Discuss Stormwater Utility Budget. (Interim Assistant City Manager Greg Peters, P.E.)

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 the City Council Meeting Minutes for February 28, 2023. (City Secretary Carrie Land)
- b. Review Minutes for the February 6, 2023 Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
- c. Review Minutes of the December 19, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- d. Review Minutes from the December 19, 2022 and January 23, 2023 Parks Advisory Board Meetings. (Assistant Director of Neighborhood Services Jeff Freeth)
- e. Review Minutes from the September 6, 2022 and December 6, 2022 Diversity and Inclusion Advisory Commission Meetings (Assistant to the City Manager Kimberly Winarski)
- f. Approve the Quarterly Investment Report for the Period Ending December 31, 2022. (Finance Director Alan Guard)
- g. Approve a Resolution regarding Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1, Amending Plat. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding Anna Fire Station No. 2, Block A, Lot 1, Minor Plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding Anna Ranch, Phase 1C, Final Plat. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution regarding Rodriguez Estates, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)
- k. Approve a Resolution regarding The Grace and Peace Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- l. Approve a Resolution regarding Anna Town Center Addition, Block A, Lots 6R & 12, Replat. (Director of Development Services Ross Altobelli)
- m. Approve a Resolution regarding Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2, Replat. (Director of Development Services Ross Altobelli)

- n. Approve a Resolution regarding Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2, Revised Site Plan. (Director of Development Services Ross Altobelli)
- o. Approve a Resolution regarding Anna Station, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)
- p. Approve a Resolution regarding Chambers Grove, Revised Preliminary Plat. (Director of Development Services Ross Altobelli)
- q. Approve a Resolution regarding Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, Final Plat. (Director of Development Services Ross Altobelli)

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on a discussion regarding a Specific Use Permit for a gas metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368 per Section 9.04.043 (Amendments) of Article 9.04 (Zoning Ordinance).(Director of Development Services Ross Altobelli)
- b. Conduct a Public Hearing on levying of assessments in Improvement Area #1 of The Woods at Lindsey Place Public Improvement District and Consider/Discuss/Action on adoption of an Ordinance of the City Council of the City of Anna, Texas accepting and approving a Service and Assessment Plan and Assessment Roll for The Woods at Lindsey Place Public Improvement District; making a finding of special benefit to the property in the District; levying special Assessments against property within 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. (Director of Economic Development Joey Grisham)
- c. Consider/Discuss/Action on a Resolution approving and authorizing the Mayor to execute The Woods at Lindsey Place Public Improvement District Improvement Area #1 Funding and Reimbursement Agreement, and resolving other matters related thereto. (Director of Economic Development Joey Grisham)
- d. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute documents for the purchase of right-of-way for Leonard Avenue on and across a 2.89 acre tract of land located north of East Foster Crossing Road and approve an ordinance amending the FY2023 Roadway Impact Fee Funds budget. (Interim Assistant City Manager Greg Peters, P.E.)
- e. Consider/Discuss/Action on a Resolution awarding the bid for the Municipal Complex Parking Expansion and approve an ordinance amending the FY2023 Non-Bond Capital Improvement Fund (Interim Assistant City Manager Greg Peters, P.E.)

- f. Consider/Discuss/Action on a Resolution from the City Council of the City of Anna, Texas, approving a waiver request from the Pecan Grove Homeowner's Association and authorizing the City Manager to execute an agreement in a form approved by the City Attorney for the waiver of impact fees related to the construction of a new amenity in the Pecan Grove neighborhood. (Interim Assistant City Manager Greg Peters, P.E.)

8. Future Agenda Consideration

- a. Consider/Discuss/Action on Work Session Item for Future Agenda: Golf Cart Ordinance (Councilman Kevin Toten)

9. 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). Council liaison positions

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.

- 10. 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.

11. Adjourn.

This is to certify that I, Jeovanna Rubio, Deputy City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 03/10/2023.

Jeovanna Rubio, Deputy City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda. Notwithstanding the foregoing or any other statement in this Agenda, the Council shall not take action on any item until after providing opportunity for public testimony under the "Neighbor Comments" item or after any public hearing held under applicable law.
2. The Council reserves the right to retire into closed 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. 5.a.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss Stormwater Utility Budget. (Interim Assistant City Manager Greg Peters, P.E.)

SUMMARY:

Now that the Stormwater Utility is generating funds, staff is able to predict the amount of monthly revenue the utility will generate. This item is for staff to present service options and the associated budget needs for the Stormwater Utility for the remainder of Fiscal Year 2023. A new budget will be developed for the 2023-2024 Fiscal Year during the annual budget process.

FINANCIAL IMPACT:

Funding for this division will be brought to the City Council for consideration as an amendment to the FY2023 Department budget in a future meeting.

BACKGROUND:

The City Council approved Ordinance 971-2022 for the creation of a Stormwater Utility in the City of Anna.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Carrie Land

AGENDA ITEM:

Approve the City Council Meeting Minutes for February 28, 2023. (City Secretary Carrie Land)

SUMMARY:

Approve the City Council Meeting Minutes for February 28, 2023.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

Approve the City Council Meeting Minutes for February 28, 2023.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. CCmin2023-02-28

**Regular City Council Meeting
Meeting Minutes**



Tuesday, February 28, 2023 @ 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 February 28, 2023 at 6:00 PM in 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 6:06 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. Neighbor Comments.

Stuart Brown, Jennifer Richardson, Tom Longmire, Kylee Kelley, and Ted Hout all spoke in opposition of the Atmos Metering Station in Urban Crossing.

Glen Brown congratulated and showed appreciation for opening Rosamond Pkwy connecting Hwy 5 and US 75, for bringing Home Depot to Anna, and asking for construction of roads and traffic lights for better traffic flow.

Tana Brown requested a temporary traffic light at Finley until a permanent one is placed and spoke in opposition to Nexmetro. Tana reiterated a comment Mr. Greer made, feels like Anna is being used as staging area for people looking to move to North Collin County. She also thanked Council for continuing to open with prayer and pledge of allegiance.

Becky Greer, Joe Greer, and Stephanie Dingle also spoke in opposition to Nexmetro.

4. Reports.

- a. Recognition of the 2023 Art Night Anna High School contest winners.

On February 23, the City held its first Art Night contest with Neighbor Academy alumni, local high school art students, and the wider community. This event was created by this fall's Neighbor Academy for their community project as a way to engage with our local youth and celebrate their artistic talents. They sought to create an event to engage youth and increase opportunities for public art within the City of Anna, and ultimately bring a little more life into the Municipal Complex. This is our first time putting on this art contest and partnership, and we hope to make it reoccur in the future. This time we created a layout for a basic art program and build a strong foundation for the potentially reoccurring art events. In the future, there is the opportunity to expand the contest to other grades, potentially give the contest a theme, and more.

Winners are:

First Place - Zaylie Harris

Second Place - Annatte Adusei

Third Place - Keely McGrath

- b. Proclamation - March 2023 "Ask a Master Gardner Month"

Residents of Anna benefit from the services of trained Master Gardeners and from science-based horticultural information provided through Texas A&M AgriLife. Teaching local residents about sustainable gardening can help improve their quality of life and the environment.

Master Gardners Lenda Fidelman, Mary Linda Jones, Jim Ewolsen, Barron Bozeman, Diane Taylor and Francisco Almaguer were present to accept the Proclamation proclaiming March 2023 as Ask a Master Gardener's Month.

5. Consent Items.

MOTION: Mayor Pro Tem Miller moved to approve consent items 5. a.-c. Council Member Ussery seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for February 14, 2023. (City Secretary Carrie Land)
- b. Review Monthly Financial Report for the Month Ending January 31, 2023. (Budget Manager Terri Doby)

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2023 through January 31, 2023. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections.

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

- c. Approve a Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Howe for the purchase of Howe's contract minimum water supply through the Greater Texoma Utility Authority. (Interim Director of Public Works Steven Smith)

This item approved an interlocal agreement with the City of Howe for the purchase of a portion of their unused water allocation. The total cost is \$71,457.70. The City of Anna has been purchasing unused water allocations from Howe and Van Alstyne over the past several years through the collective Collin Grayson Municipal Alliance. This is the most efficient and financially prudent way for Anna to receive adequate water supply without triggering an increase to the city's take or pay volume.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA AND THE CITY OF HOWE FOR THE PURCHASE OF A PORTION OF THE CITY OF HOWE'S CONTRACT MINIMUM WATER SUPPLY THROUGH THE GREATER TEXOMA UTILITY AUTHORITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THE CITY OF HOWE FOR THE PURCHASE OF SAID ADDITIONAL WATER SUPPLY AS SET FORTH IN THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution regarding NexMetro CR 423, Development Agreement. (Planner II, Salena Tittle)

The intent of the development agreement is to ensure the use of high quality, durable materials for 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 commercial collector road and upsized utilities.

MOTION: Mayor Pro Tem Miller moved to take no action. Council Member Carver seconded. Motion carried 2-5. Motion Failed.

MOTION: Council Member Toten moved to deny. Council Member Carver seconded. Motion carried 7-0.

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large Lot to Planned Development to allow for a multiple-family residential development with modified development standards. (Planner II, Salena Tittle)

The applicant proposed a multiple-family residential development on one lot with modified development standards consisting of one- and two-unit buildings, maximum height of one story/35 feet, consisting of one-bedroom, two-bedroom, and three-bedroom units.

The Planning & Zoning Commission recommended denial of the Planned Development zoning request unanimously. Approval by City Council would require a supermajority vote.

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.

Mayor Pike opened the public hearing at 7:03 PM.

Glen Brown- Opposition to the location of a multi-family development.

Mayor Pike closed the public hearing at 7:06 PM.

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

- c. Consider/Discuss/Action on a Resolution regarding the NexMetro CR 423, Concept Plan. (Planner II, Salena Tittle)

Multiple-family residences on one lot on 24.3± acres located at the northwest corner of State Highway 5 and County Road 423.

The Planning & Zoning Commission recommended denial of the Concept Plan at the February 6, 2023 Planning & Zoning Commission Meeting.

The concept plan is associated with the zoning case and is contingent upon approval of the zoning case. The purpose of the concept plan is to show the

conceptual layout and related site improvements associated with the future multiple-family residential development. The concept plan complies with the Planning and Development regulations as requested by the zoning case.

MOTION: Council Member Toten moved to deny. Council Member Ussery seconded. Motion carried 7-0.

- d. Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023/2024 Texas Community Development Block Grant Program - Community Development (CD) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)

The Revitalization of Downtown Anna is considered a top priority as outlined by City Council. City staff identified two grant programs funded and administered through the Texas Department of Agriculture. The city has potential to rank high in the selection process and has a good chance to receive CDBG funding for 2023-24. At the January 24th City Council meeting, Council approved the selection of Public Management Inc. to assist city staff with the grant administration and application process. The next step is the selection of an engineering firm with extensive Community Development Block Grant (CDBG) project management experience.

Fiscal Year 2023-24 CDBG Funding provided by TDA:

- Grant Maximum \$500,000
- Grant is competitive within our region
- Engineering Fee - up to \$75,000 or 25 percent of construction budget (from awarded amount). Final fee will be negotiated with awarded firm. If a fee cannot be agreed upon, the city will negotiate with the 2nd rated firm.
- Eligible activities include sidewalks and lighting, eliminating architectural barrier, water/sewer lines, road reconstruction, etc. Sidewalks required for maximum points.
- Project must benefit 51% Low to Moderate Income (LMI) area to receive maximum points
- Current SAM registration is required
- Application deadline is April 3, 2023

Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial to hire engineering, architectural, and surveying firms that have experience and knowledge to assist City staff during the application process and ensure funding. Therefore, staff recommended City Council approve hiring an engineering firm to assist with the grant application and administration process.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING ENGINEERING/ARCHITECTURAL/SURVEYING SERVICE PROVIDER TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF ANNA'S 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT (CD) GRANT FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

- e. Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023 Texas Community Development Block Grant Program – Downtown Revitalization Program (DRP) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)

The Revitalization of Downtown Anna is considered a top priority as outlined by City Council. City staff identified two grant programs funded and administered through the Texas Department of Agriculture. The city has potential to rank high in the selection process and has a good chance to receive CDBG funding for 2023 Downtown Revitalization Program (DRP). At the January 24th City Council meeting, Council approved the selection of Public Management Inc. to assist City staff with the grant administration and application process. The next step is the selection of an engineering firm with extensive Community Development Block Grant (CDBG) project management experience.

Fiscal Year 2023 DRP CDBG Funding provided by TDA:

- Grant Maximum \$500,000
- Grant is competitive within our region
- Engineering Fee - up to \$75,000 or 25 percent of construction budget (from awarded amount). Final fee will be negotiated with awarded firm. If a fee cannot be agreed upon, the city will negotiate with the 2nd rated firm.
- Eligible activities include sidewalks and lighting, eliminating architectural barrier, water/sewer lines, road reconstruction, etc. Sidewalks required for maximum points.
- Current SAM registration is required
- Application deadline is May 3, 2023

Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial to hire engineering, architectural, and surveying firms that have experience and knowledge to assist City staff during the application process and ensure funding. Therefore, staff recommended City Council approve hiring an engineering firm to assist with the grant application and administration process.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING ENGINEERING/ARCHITECTURAL/SURVEYING SERVICE PROVIDER TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF ANNA'S 2023

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM –
DOWNTOWN REVITALIZATION PROGRAM (DRP) GRANT FUNDED AND
ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

- f. Consider/Discuss/Act on a Resolution approving an Economic Development Incentive Agreement with Home Depot U.S.A., INC. (Asst. Director of Economic Development Taylor Lough)

Staff recommended approval of the Economic Development Incentive Agreement with Home Depot U.S.A, INC. Home Depot is working on developing a 13.71 acre site located at the intersection of Buddy Hayes Blvd. and Hackberry Drive at the north end of Anna Town Center (Walmart Development). They are looking to build 137,812 square feet, including a garden center. The Agreement requires Home Depot to complete construction by April 10, 2025 to receive incentives. They are currently in the due diligence phase.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN INCENTIVE AGREEMENT WITH HOME DEPOT U.S.A., INC.

- g. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the construction of a construction road for the Hurricane Creek Regional Wastewater Treatment Plant. (Interim Assistant City Manager Greg Peters, P.E.)

The City of Anna is seeking to construct a regional wastewater Treatment Facility in the southwest portion of the extraterritorial jurisdiction of the City. As a part of the project, the City must construct a construction road. This construction road is to be located within the existing right-of-way of County Road 286, where the existing road is a dirt path. Later in the construction of the treatment facility, this construction road will be improved to be a public road.

The City is proposing to utilize the Collin County Purchasing Cooperative to "piggyback" on an existing contract Collin County has with WOPAC Construction, Incorporated. The total cost of the work is \$116,272.50, and the proposed funding source is the Certificate of Obligation Bond issued for the Hurricane Creek Regional Wastewater Treatment Plant. If approved, work is expected to begin in the next 30 days.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY
MANAGER TO EXECUTE A PURCHASE ORDER FOR THE CONSTRUCTION
OF A CONSTRUCTION ROAD AS PART OF THE HURRICANE CREEK
REGIONAL WASTEWATER TREATMENT PLANT PROJECT TO WOPAC
CONSTRUCTION, INCORPORATED IN THE AMOUNT NOT TO EXCEED ONE
HUNDRED SIXTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS

AND FIFTY CENTS (\$116,272.50); AND PROVIDING FOR AN EFFECTIVE DATE.

- h. Consider/Discuss/Action on an Ordinance authorizing audits of the City and/or its departments, appointed boards, corporations, or other entities concerning financial, accounting, and/or related information and policies to assess and improve compliance with state and federal laws and for other lawful purposes. (Interim City Manager Ryan Henderson)

Moved to Closed Session.

The ordinance amends Anna Code Section 2.02, to add a new Section 2.02.015, giving the City Manager the authority to conduct external or internal audits of the City and/or its accounts, departments, personnel, systems, or other City related entities. This is in addition to the annual independent audit required under City of Anna Home-Rule Charter.

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

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AUTHORIZING CERTAIN AUDITS OF THE CITY AND/OR ITS DEPARTMENTS, APPOINTED BOARDS, CORPORATIONS, OR OTHER ENTITIES CONCERNING FINANCIAL, ACCOUNTING, AND/OR RELATED INFORMATION AND POLICIES TO ASSESS AND IMPROVE COMPLIANCE WITH STATE AND FEDERAL LAWS AND FOR OTHER LAWFUL PURPOSES; PROVIDING A SAVINGS, SEVERABILITY, AND REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

7. 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).

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

Mayor Pike recessed the meeting at 7:34 PM.

Mayor Pike reconvened the meeting at 8:14 PM.

Returned to Item 6.h.

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.

8. 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.

9. Adjourn.

Mayor Pike adjourned the meeting at 8:15 PM.

Approved on the 14th day of March, 2023

Mayor Nate Pike

Attested:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review Minutes for the February 6, 2023 Planning & Zoning Commission Meeting.
(Director of Development Services Ross Altobelli)

SUMMARY:

February 6, 2023 Planning & Zoning Commission Meeting Minutes.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Planning & Zoning Commission approved these minutes at the March 6, 2023 Planning & Zoning Commission Meeting.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. 02-06-2023 PZ Minutes (Signed)

MINUTES
PLANNING AND ZONING COMMISSION
February 6, 2023

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on February 6, 2023, 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 7:01 p.m.

Commissioners present were Kelly Patterson-Herndon, Dennis Ogan, Douglas Hermann, Michelle Clemens, David Nylec, and Staci Martin. Commissioner Paul Wenzel was absent. Staff present were Ross Altobelli and Salena Tittle. Mayor Pro Tem Lee Miller and Councilman Pete Cain were 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.

There were no speakers.

4. Location Map

5. The National Community Survey

a. 2022 Report of Results for the City of Anna

Kimberly Winarski, Assistant to the City Manager, provided a brief presentation explaining to the Commission what the National Community Survey is, what it indicates, and what the results were for the City of Anna.

Consent Items

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to recommend approval of consent items 6-12. The vote was unanimous.

6. Consider/Discuss/Action to approve minutes of the January 3, 2023 Planning & Zoning Commission Meeting.

7. Consider/Discuss/Action on the Miranda Estates, Block A, Lot 1, Development Plat. Applicant: Moises Miranda.

8. Consider/Discuss/Action on the Anna Town Center, Block A, Lot 5R, Replat. Applicant: Jack Rowe / BTR at Throckmorton LLC.
9. Consider/Discuss/Action on the Anna Town Center, Block A, Lot 5R, Site Plan. Applicant: Jack Rowe / BTR at Throckmorton LLC.
10. Consider/Discuss/Action on the Serenity at the Square, Block A, Lot 1, Preliminary Plat. Applicant: Baseer, LLC & Clear Water Commons, LLC.
11. Consider/Discuss/Action on the Villages of Hurricane Creek North, Phase 1A, Block W, Lot 26X, Site Plan. Applicant: CADG Hurricane Creek LLC.
12. Consider/Discuss/Action on the Villages of Hurricane Creek, Phase 1B, Block R, Lot 1X, Site Plan. Applicant: CADG Hurricane Creek LLC.

Items for Individual Consideration

13. Conduct a Public Hearing/Consider/Discuss/Action on a request to establish zoning on 16.5± acres located on the south side of County Road 427, 530± feet east of County Road 425 to Planned Development to allow for a multiple-family residential development with modified development standards. Applicant: Thinkk Big Investments, LLC.

Mr. Altobelli introduced the item. The applicant is requesting approval to establish Planned Development zoning with modified development standards in order to allow for a multiple-family residential development. Mr. Altobelli advised the Commission that the request is not in conformance with the 2050 Comprehensive Plan nor is it consistent with SF-72 Single-Family Residential zoning for the recently annexed adjacent properties surrounding the subject property.

The Public Hearing was opened at 7:13 p.m.

The applicant, Mr. Chuck Branch, approached the podium and advised the Commission that he was in attendance to answer any questions that the Commission may have.

The Public Hearing was closed at 7:14 p.m.

A motion was made by Commissioner Martin, seconded by Commissioner Clemens to recommend denial of the Planned Development zoning request. The vote was unanimous.

14. Consider/Discuss/Action on the Woodland Estates, Concept Plan. Applicant: Thinkk Big Investments, LLC.

Mr. Altobelli introduced the item. The applicant is requesting approval of the Concept Plan associated with the Planned Development zoning request, Item #13. The request is contingent on the Zoning.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Ogan to recommend denial of the Concept Plan. The motion passed unanimously.

15. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large

Lot to Planned Development to allow for a multiple-family residential development with modified development standards. Applicant: Ann Hayslett.

Ms. Tittle introduced the item. The applicant is requesting approval to rezone to Planned Development zoning with modified development standards in order to allow for a multiple-family residential development. Ms. Tittle advised the Commission that the request does not meet the Character & Intent as defined in the 2050 Comprehensive Plan nor does it meet the city's zoning definitions associated with single-family dwellings, detached and attached.

Chairwoman Patterson-Herndon asked if the development was going to be considered as one lot.

Ms. Tittle advised yes.

The Public Hearing was opened at 7:20 p.m.

Mr. Josh Eadie, with NexMetro Communities, gave a brief presentation to the Commission regarding the request.

Commissioner Clemens asked if the applicant had any pictures, they could provide of the homes they have built in Melissa.

Mr. Eadie advised that they are currently under construction but the renderings that they have provided would be very similar to what they would build here in Anna.

Commissioner Clemens asked which picture from their provided renderings were that of the product they built in Celina.

Mr. Eadie had a slide that he was able to navigate to show the Commission which rendering was the product being built in Celina.

Commissioner Nylec asked to be clear that the product would be rentals.

Mr. Eadie advised yes.

Commissioner Ogan asked if the applicant was aware of the 2050 Comprehensive Plan.

Mr. Eadie advised that he is aware of it however, the type of product they are proposing is fairly new as opposed to when the Comprehensive Plan was written and they run in to this issue quite often with other cities as well.

Commissioner Nylec asked staff if the homes could potentially be sold off.

Mr. Altobelli explained that the homes could not be sold off one by one because they will not be individually platted lots.

Commissioner Hermann asked if NexMetro Communities will hold on to the project or if they are sold off to other entities.

Mr. Eadie advised that there have only been two scenarios where they have had to sell to someone else and that they were two completely situations. Mr. Eadie advised that these are long term investment opportunities for NexMetro and it is better for them to maintain them rather than sell them off.

Ms. Stephanie Dingle, residing at 820 Anne Court, spoke in opposition to the project and advised that there are existing traffic issues that need to be addressed before more multifamily is approved in the Anna Town Square area. Ms. Dingle also advised that the city has already approved an increased amount of diversified housing throughout the city including the Anna Town Square area.

Mr. Joe Greer, residing at 1314 S. Powell Parkway, spoke in opposition to the zoning request explaining that there is more and more multifamily housing developments that are being approved in Anna and its too much. Mr. Greer wanted the record to reflect that the proposed development would not be allowed to have any type of easement on their side of the property boundary line. If this project is approved, it would make the Greer's want to leave the City of Anna.

Mrs. Becky Greer, residing at 1314 S. Powell Parkway, spoke in opposition to the zoning request. Mrs. Greer explained that they have lived in Anna, at their current address, since 1984 and have lived a very peaceful, quiet lifestyle. They are already having to give up right-of-way for TXDOT and having to give up area of their drive for a city waterline. Mrs. Greer explained that if this development were approved, it would take away from the quiet lifestyle they have known. If this were approved there would be noise pollution, light pollution, more and more population, and the wildlife in the area would be gone.

The Public Hearing was closed at 7:40 p.m.

Mr. Altobelli pulled the locator map back up onto the screen to show the Commission where the Greer's live and where their access drive is located in order to show where the proposed fencing for the proposed project will be located if approved.

Chairwoman Patterson-Herndon asked what the required open space is for multifamily projects.

Mr. Altobelli explained that required open space for multifamily is 600 square feet for one-bedroom units, 900 square feet for two-bedroom units, and 1,200 square feet for three-bedroom units. Mr. Altobelli also advised that the applicant is providing more than what is required.

Commissioner Nylec asked if staff knew how many multifamily projects were currently approved for construction because he has noticed a number of them approved just since he has been on the Commission.

Mr. Altobelli listed a few for the Commission that he knows of.

Chairwoman Patterson-Herndon asked what the character and intent is for this specific area.

Mr. Altobelli advised that the character and intent called out for this area is Cluster Residential and explained how it is defined in our ordinances for platting purposes.

A motion was made by Commissioner Nylec, seconded by Commissioner Ogan to recommend denial of the Planned Development zoning request. The motion passed unanimously.

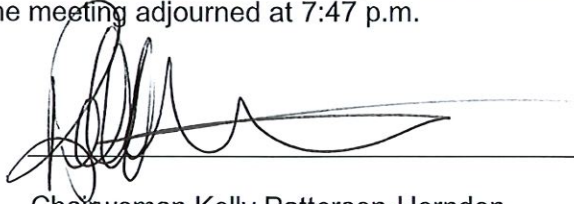
16. Consider/Discuss/Action on the NexMetro CR 423, Concept Plan. Applicant: Ann Hayslett.

Ms. Tittle introduced the item. The applicant is requesting approval of the Concept Plan associated with the Planned Development zoning request, Item #15. The request is contingent on the Zoning.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Clemens to recommend denial of the Concept Plan. The motion passed unanimously.

Adjourn

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Ogan to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:47 p.m.

A handwritten signature in black ink, appearing to be 'Kelly Patterson-Herndon', written over a horizontal line.

Chairwoman Kelly Patterson-Herndon

ATTEST:

A handwritten signature in black ink, appearing to be 'Salena Tittle', written over a horizontal line.

Salena Tittle, Planner II



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Kimberly Garduno

AGENDA ITEM:

Review Minutes of the December 19, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

SUMMARY:

N/A

FINANCIAL IMPACT:

BACKGROUND:

N/A

STRATEGIC CONNECTIONS:

N/A

ATTACHMENTS:

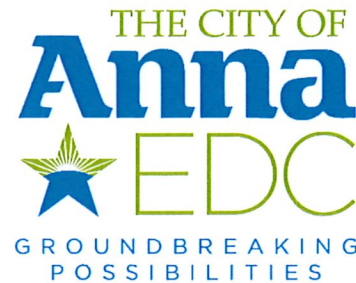
1. December 19 2022 CDC EDC Joint Meeting Minutes Signed

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Special-Called Meeting Minutes

Monday, December 19, 2022, at 6:00 pm

Anna Municipal Complex, City Council Conference Room

120 W. 7th Street, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called meeting at 6:00 p.m. on Monday, December 19, 2022, at the Anna Municipal Complex City Council Conference Room, located at 120 W. 7th Street Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Gina Maria Ottavio, Kylee Kelley and Jody Bills. **CDC and EDC Board Members Absent:** Ronnie Kerr and Michelle Hawkins **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem), Pete Cain (City Council) and Clark McCoy (Attorney).

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

The meeting was called to order by Board President Bruce Norwood at 6:04 p.m. Bruce Norwood recognized new member Jody Bills.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance was led by Board President Bruce Norwood.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the November 9, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the November 9, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Gina Maria Ottavio made a motion on behalf of the CDC and EDC to approve the minutes from the November 9, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

a. Receive a presentation regarding Downtown projects.

Joey Grisham introduced Public Works Director Greg Peters who thanked the Board and introduced Phil Miller and Alma Zamora with Project Advocates, Bill Smith, Nicholas Nelson, and Paris Sanchez with Teague Nall and Perkins, and Neighborhood Services Director Marc Marchand. A presentation was given that highlighted elements of the proposed Plaza and details related to the Community Library project.

Phil Miller explained the plaza development ideally will coincide with the completion with the library. Greg Peters outlined the ability to phase the plaza design elements. Next steps include staff returning to the board with cost figures.

Taylor Lough provided a presentation on the Anice Read fund grant and downtown mural concept ideas for the north wall of 101 S. Powell Parkway and the Board provided feedback and preferences.

b. Consider/Discuss/Act on a resolution approving an incentive agreement with the North Texas Annual Conference of the United Methodist Church. (CDC)

Taylor Lough provided a presentation outlining the work and costs that the Methodist Church has planned for their 118 W. 2nd Street property. Staff had previously discussed providing a grant for this project and the Board provided positive feedback.

Kylee Kelley made a motion on behalf of the CDC hereby authorizes the Board President to execute the Agreement subject to approval as to legal form by the CDC's legal counsel and to charge the CDC's Economic Development Grant line item in an amount not to exceed \$2,000. Bruce Norwood seconded. All were in favor. Motion passed.

c. Consider/Discuss/Act on a resolution approving an agreement with Navi Retail for retail marketing and recruitment services. (CDC)

Joey Grisham introduced Casey Kidd who provided an update on retail activity over the past 12 months. Mr. Grisham stated that Navi Retail was doing a very good job and recommended a renewal Agreement for FY 23.

Bruce Norwood made a motion on behalf of the Community Development Corporation to authorize the Economic Development Director to execute a contract subject to approval as to legal form for retail marketing and recruitment services and to charge the CDC's contract services line item in an amount not to exceed \$45,000. Kylee Kelley seconded the motion. All were in favor. Motion passed.

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

d. **Consider/Discuss/Act on appointing two (2) Board Members to the Wayfinding Stakeholder Task Force (CDC)**

Joey Grisham explained that the City Council has approved the wayfinding signage study after previous approval by the CDC Board, and that 2 CDC Board Members are needed for the Stakeholder Task Force.

Bruce Norwood made a motion to appoint Jody Bills and Rocio Gonzalez to the wayfinding stakeholder task force. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed.

6. **Director's Report**

a. **Strategic Plan Update**

Joey Grisham shared that the brewery had begun demolition. The DCEO announcement was good marketing for the City. The NTCAR Expo was successful despite lower attendance.

b. **Business Retention & Expansion Update**

Economic Development Coordinator Kimberly Garduno discussed the Fiscal Year 2023 Program Guide and list of BRE-focused events.

c. **Financial Report/ Sales Tax Update**

Sales tax for the month of October was up 25%. Last year's sales tax was 30% higher than the previous year.

d. **January 2023 EDC/CDC Meeting**

The January meeting is scheduled for the 5th. Due to the upcoming holidays, the Board was more in favor of a January 12th meeting. The next meeting after that would be Thursday, February 2nd.

e. **ICSC 2023 Events Update**

ICSC Red River will take place at the Kay Bailey Hutchison Convention Center in Dallas on Thursday, January 19 – Friday, January 20. Bruce Norwood, Jody Bills, and Lee Miller plan to attend.

f. **AT&T Byron Nelson**

Event will be May 11-14, 2023 at TPC Craig Ranch in McKinney and is a great opportunity to network with real estate professionals. Staff recommended looking at possible sponsorship and marketing opportunities for 2024.

g. **Assistant Director Position**

The position has been posted online and shared on LinkedIn. Taylor Lough will serve as Assistant Director until the position is filled.

7. **CLOSED SESSION (exceptions):**

a. **Deliberate regarding the purchase, exchange, lease or value of real property.** (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase;

b. **Consult with legal counsel 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); Grant program; Lease agreement and professional services contract.

c. **Discuss or deliberate Economic Development Negotiations:**

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

- (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
- (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) potential retail and medical projects.

Rocio Gonzalez made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 8:01 p.m.

8. Reconvene into open session and take any action on closed session items.

Bruce Norwood made a motion to reconvene into open session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 8:16 p.m.

9. Receive reports from staff or Board Members about items of community interest.

Appreciation Breakfast raised food goods for Grace Place Food Pantry

10. Adjourn.

Jody Bills made a motion to adjourn the meeting at 8:17 p.m. Gina Mario Ottavio seconded the motion. All were in favor. Motion passed.

APPROVED:



Bruce Norwood
President of CDC/EDC

ATTESTED:



Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Jeff Freeth

AGENDA ITEM:

Review Minutes from the December 19, 2022 and January 23, 2023 Parks Advisory Board Meetings. (Assistant Director of Neighborhood Services Jeff Freeth)

SUMMARY:

Review Minutes from the December 19th, 2022 and January 23rd, 2023 Parks Advisory Board Meetings.

FINANCIAL IMPACT:

Not applicable

BACKGROUND:

Review Minutes from the December 19th, 2022 and January 23rd, 2023 Parks Advisory Board Meetings.

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).

ATTACHMENTS:

1. Parks Advisory Board Meeting December 19, 2022 (signed)
2. Parks Advisory Board Meeting January 23, 2023 (signed)



Minutes
Anna Parks Advisory Board Meeting
Monday, December 19th, 6:00 pm
Anna Municipal Complex, 120 W. 7th Street

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, December 19th @ 6:00 PM

Municipal Complex, Development Services Conference Room
120 W. 7th Street, Anna, TX 75409

The Parks Advisory Board of the City of Anna met at 6:00 PM, on December 19th, 2022, at the Municipal Complex, Development Services Conference Room, located at 120 W. 7th Street, to consider the following items:

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

Parks Advisory Board Member Elden Baker called the meeting to order at 6:07 pm.

Parks Advisory Board Members Jeff Reece, Jon Schwyzer, and Eirik Hansen were absent.

Staff present included Assistant Director of Neighborhood Services Jeff Freeth, Neighborhood Services Director Marc Marchand, and City Council Member Stan Carver.

2. Invocation and Pledge of Allegiance

Parks Advisory Board Member Elden Baker gave the invocation and led the Pledge of Allegiance.

3. Reports

- a. Parks Superintendent Matt Lewis reported on Parks Maintenance including adding new water fountains to Natural Springs Park and Slayter Creek park, clearing out medians on FM 455, adding concrete walkway at Natural Springs park, etc. Trash receptacles and splash pad structures at Slayter Creek park are being removed to be repurposed elsewhere.
- b. Assistant Director of Neighborhood Services Jeff Freeth reported on recreation programs and events including 12 days of Christmas, meet our local heroes, future touch a truck event, working on youth baseball and softball registration. New part time coordinator and new full-time youth programming coordinator have been hired.

4. Project Updates

- a. Neighborhood Services Director Marc Marchand provided an update on the Bryant Park project that request for approval has been sent to council for professional services agreement to masterplan the park.
- b. Neighborhood Services Director Marc Marchand provided an update on the Johnson Park field lighting project has moved into the construction phase.
- c. Neighborhood Services Director Marc Marchand provided updates on the following projects at Slayter Creek Park: T-boxes for disc golf course is approved to be installed. Future construction projects sign has been installed. The new bathroom building has been designed, waiting for engineering to be completed. Proceeding with concrete pad for fitness station. Bidding on practice field lighting. Splash pad design is complete and city manager has approved it and construction phase is set to begin. Wheeled sports project is still in design phase and city is looking into options for repurposing existing equipment. Pickleball and basketball is scheduled to be bid in the summer to avoid conflict with other construction projects at this location. Parking lot expansion is planned to be bid in beginning of 2023.



- d. Neighborhood Services Director Marc Marchand provided updates on Henry Clay "Yank" Washington park is in the bidding phase to install water fountains, irrigation, half-court basketball courts, more benches, and a picnic table.
- e. Neighborhood Services Director Marc Marchand provided updates on Natural Springs Park secondary parking lot project noting that it is almost complete with construction documents and an electrical engineer is on contract.
- f. Neighborhood Services Director Marc Marchand gave an update on a future Sports Complex project that they are looking for a broker for land acquisition.
- g. Neighborhood Services Director Marc Marchand stated there will be initiation of a plan for trails in the spring.
- h. Neighborhood Services Director Marc Marchand gave update on train locomotive project at Sherley Heritage Park stating that the rail car is arriving tomorrow.

5. Individual Consideration

- a. Discuss "Telling our Story" and future communication opportunities.

Promotional videos were shown for the city's parks and events.

- b. Discuss, Consider and Act on Parks Advisory Board meeting minutes from November 21st, 2022.

MOTION: Parks Advisory Board Member Donald Henke moved to approve the Minutes. Parks Advisory Board Member Elden Baker seconded. Motion carried.

- c. Discuss the Project Advocate Community/Recreation Center Project Kickoff.

Developing a project charter for the project was discussed. Task force creation was discussed to include the 7 Parks Board advisory members, 2 city council members to be selected, and adding 2 members from AISD that work directly with youth sports, and a member from the EDC board. Greg Peters and Jeff Freeth will be involved as city staff. Meetings will be once a month and virtual meetings will be scheduled as needed.

6. Adjourn

Parks Advisory Board Member Elden Baker adjourned the meeting at 8:41 pm.

ATTEST: _____

Marc Marchand, Director of Neighborhood Services



Minutes
Anna Parks Advisory Board Meeting
Monday, January 23rd, 6:00 pm
Anna Municipal Complex, 120 W. 7th Street

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, January 23rd @ 6:00 PM

Municipal Complex, City Council Conference Room
120 W. 7th Street, Anna, TX 75409

The Parks Advisory Board of the City of Anna met at 6:00 PM, on January 23rd, 2023, at the Municipal Complex, Executive Conference Room, located at 120 W. 7th Street, 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 Jon Schwyzer was absent.

Staff present included Assistant Director of Neighborhood Services Jeff Freeth, Neighborhood Services Director Marc Marchand, Park Planning and Development manager Dalan Walker, Parks Superintendent Matt Lewis, Assistant to the City Manager Kimberly Winarski and City Council Member Stan Carver.

2. Invocation and Pledge of Allegiance

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

3. Reports

- a. Kimberly Winarski, Assistant to the City Manager, reported on the results of the Anna community survey.
- b. Parks Superintendent Matt Lewis reported on Parks Maintenance including adding new rod iron fence and pergola with a swing Natural Springs Park, repaired water lines and light sensors in restrooms at Baldwin Park, stained all park entrance signs.
- c. Assistant Director of Neighborhood Services Jeff Freeth reported on recreation programs and events including working on youth baseball and softball registration creating the spring recreation guide.

4. Project Updates

- a. Park Planning and Development manager Dalan Walker provided an update on the Johnson Park field lighting project has moved into the construction phase.
- b. Park Planning and Development manager Dalan Walker provided updates on the following projects at Slayter Creek Park: Poured concrete pad for fitness station. Splash Pad plans are completed and a sanitary sewer engineer has been hired to assess getting lines in for the bathrooms. Plans for wheeled sports park are 60% complete. Parking lot expansion is planned to be bid in beginning of 2023.

5. Individual Consideration

- a. Discuss the Community Recreation Task Force roles and responsibilities (Project Advocate).



Minutes
Anna Parks Advisory Board Meeting
Monday, January 23rd, 6:00 pm
Anna Municipal Complex, 120 W. 7th Street

Project Advocate representatives showed a list of companies to work with and two were decided upon to continue reaching out to and schedule interviews. City of Anna Staff have stated they will be reaching out to a few more people to finalize committee members.

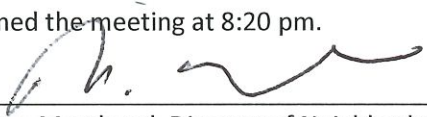
- b. Discuss, Consider, Act on potential park land dedication.

MOTION: Elden Baker made a motion to acquire 30 new acres of park land off Foster Crossing and Jeff Reece seconded. Motion carried.

6. Adjourn

Parks Advisory Board Member Eirik Hansen adjourned the meeting at 8:20 pm.

ATTEST: _____



Marc Marchand, Director of Neighborhood Services



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Review Minutes from the September 6, 2022 and December 6, 2022 Diversity and Inclusion Advisory Commission Meetings (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

Minutes from the September and December D&I Meetings for Council review.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Minutes from the September and December D&I Meetings for Council review.

STRATEGIC CONNECTIONS:

N/A

ATTACHMENTS:

1. September 6, 2022 Minutes
2. December 6, 2022 Minutes



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

120 W. 7th Street, Anna, Texas 75409

Tuesday, September 6, 2022 @ 6:30 PM

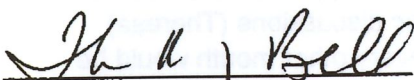
1. **Called to Order by Theresa Bell @ 6:34pm, Roll Call by Dallen Morgan** (Present- Theresa Bell, Dallen Morgan, Elijah Nelms, Elizabeth Knapp, Sinisa Slavnic; Absent- Alfredo Fernandez, Chris Prothro) **and Establishment of Quorum was made.**
2. **Invocation by Dallen Morgan and Pledge of Allegiance by all.**
3. **Neighbor's Input- No neighbors present**
At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to 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.
4. **Reports.**
 - a. **Police and Public Safety Subcommittee Report.**
 - Dean's doing a fantastic job, great for city (Elijah)
 - 2/3 were present, topics- regular review of police department, police camera use, conceal and open carry laws, approaches to take as a citizen with a gun, jurisdictions, fantastic discussions (Theresa)
 - Meeting monthly is too much, maybe every other month would be better, allow time for more questions.
 - b. **Community Events and Programming Subcommittee Report.**
 - Meeting this Thursday at noon (9/8/22)
 - c. **Improving City Council communication.**
 - Summary from the updates from all the board to the city council (Kimberly)
 - d. **Engagement opportunities: fall activities.**
 - Kimberly presented volunteer opportunities available on the website
 - Dallen will ask Jeff about senior programming on the Community Events and Programming Subcommittee Call
 - e. **Engagement opportunities: City Hall ribbon cutting details.**
 - next Tuesday (9/13) at 6pm, with tours of the building to follow (Kimberly)
5. **Items For Individual Consideration.**

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

- a. Consider/Act/Discuss ideas for upcoming projects.
Ideas that come from staff for possible review and program development
- Sister cities (match with another city that has some cultural connection with you)
 - Emergency Management (network to tap into) hyper reach is already in place, sign up for this under the website
 - Public art in the future in downtown area (why and how?)
 - Board recruitment and retention, with city secretary and city manager
 - Accessibility for the building- innovations that other cities have adopted and look at as a whole board
(Possible joint council meeting about what we are supposed to do- Kimberly is speaking with city manager to find a likely time, will happen during the regular board meeting)
- b. Consider/act/discuss approval of a resolution updating rules and procedures for council and board meetings.
- Theresa Bell calls for a motion to vote, Dallen Morgan 2nd, Vote unanimously passes.
 - Item will go to City Council with revised writing.
- c. Consider/act/discuss September Conversation Starter. (Moved to present prior to 5b)
- Elijah Nelms conversation starters. Fallacies and Bias
- d. Consider/act/discuss approval of the minutes for the August 2, 2022 Diversity and Inclusion Advisory Commission meeting.
- Motion for vote called by Theresa Bell, 2nd by Sinosa Slavnic, vote unanimously passes

6. **Adjourn.**

Meeting adjourned at 8:02 p.m.


Theresa Bell, Chairperson


Kimberly Winarski, Staff liaison

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

120 W. 7th Street, Anna, Texas 75409

Tuesday, December 6, 2022 @ 6:30 PM

1. **Called to Order by Theresa Bell @ 6:43pm, Roll Call by Dallen Morgan (Present- Theresa Bell, Alfredo Fernandez, Dallen Morgan, Elijah Nelms, Elizabeth Knapp, Yoshanda Sims, Sinisa Slavic) and Establishment of Quorum was made.**
2. **Invocation and Pledge of Allegiance led by Council.**
3. **Neighbor's Input.- No neighbors present**
At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to 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.
4. **Reports.**
5. **Items For Individual Consideration.**
 - a. Consider/Act/Discuss the general mission and vision of the Diversity and Inclusion Advisory Commission.
 - The Joint meeting focused on a variety of discussion topics and questions, including:
 - The Commission and its engagement with the community: How do we communicate what we are sharing, recognizing as good, or responding to things we feel we need to address? Potentially videos, tabling at festivals and events, ideas for the newsletter
 - Budget source: Where should funds come from for D&I projects? Bucket of money needs to have D&I Board name on it-formalize it
 - Council communications: What directions are we given from the Council? We want to be proactive in creating D&I in the community, but we are also to address concerns from the community. How are they receiving what needs to be? Understanding blind spots the council has, staff liaison relaying information after each advisory commission meeting, consider a different night change, so city council liaison can be present
 - Development opportunity: City of Frisco and Plano with D&I Board meetings, potentially observe
 - Specific projects: We can look for considerable grants-yes, we can go get grants, city council approves of this idea
 - Possible Mission Statement: Working together to ensure all neighbors are

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

seen, heard, acknowledged, and celebrated. Mission and vision will be presented at upcoming council meetings- First one in January 10th @6pm.

- International Festival: Name, set a date, word of mouth, money, code, work with parks and recreation
- Name of Board: mixed opinions, leave it alone or make it broader as it might bring more people to get involved, keeping it as – not pull the trigger so quickly on many things, change – D&I Board might sound like there is a problem. We will revisit it at another point in time- have open discussion if there becomes a problem with the name
- Number of people on Board: play it by ear, 7 seems to be working well, not an urgent need
- At our next meeting:
 - talk about international festival
 - youth in government
 - focus on all this for the spring/early summer
 - Get Jeff involved- Kimberly is going to reach out to him
- New meeting day: Mondays- 2nd & 4th are an option for meetings that work for everyone
- Subcommittees: Continue to work with police department – advantage because they are working with citizens (great line of sight), we could set up a ride along, build relationship with officers.
- Other opportunities: Planning and Development and Council have interactions with housing and businesses, a subgroup that we are trying to support, college and career age students- housing without lawns, chamber of commerce- certainly diverse, churches and charitable organizations- many pastors would like to be spoken with, elderly- lots of improvements and opportunities to connect, Disabled community tend to be forgotten, veterans- first year to show incredible acknowledgement of our veterans

6. **Adjourn.**

Meeting adjourned at 8:24 p.m.


Theresa Bell, Chairperson


Kimberly Winarski, Staff liaison



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Alan Guard

AGENDA ITEM:

Approve the Quarterly Investment Report for the Period Ending December 31, 2022.
(Finance Director Alan Guard)

SUMMARY:

Staff recommends approval of the Quarterly Investment Report for the Period Ending December 31, 2022 (First Quarter, FY 2023).

FINANCIAL IMPACT:

Interest earnings for the first quarter are \$1,049,383.

BACKGROUND:

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 value vs. market value.
- Allocation information by fund.
- Charts showing historical activity.

The City's portfolio as of the quarter ending December 31, 2022 earned an average yield of 2.44%. This is an increase over the previous quarter of 0.66%. The City has taken advantage of increased interest rates with Independent Financial and the state pooled funds, TexPool and Texas CLASS. The City has invested the \$65 million of Certificates of Obligation for the wastewater treatment plant in a new money market fund provided by Independent Financial. As a result, accrued interest for the first quarter is \$1,049,383, which is more than four times the previous quarter and more than two times all of FY 2022. Total investments have increased by almost \$103 million due to the October bond sale of \$34 million, \$65 million of Certificates of Obligation and collection of property taxes through December.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. Quarterly Investment Report 12.31.2022

October 1, 2022 to December 31, 2022



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2022

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



City Manager



Finance Director



Assistant Finance Director

Summary
Investment Report
October 1, 2022 to December 31, 2022

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	September 30, 2022		September 30, 2022	
		Book Value	Market Value	Book Value	Market Value
Bank DDA	0.60%	\$ 61,917,803	\$ 61,917,803	\$ 59,195,715	\$ 59,195,715
Bank CD	2.00%	\$ 9,063,078	\$ 9,063,078	\$ 9,000,000	\$ 9,000,000
Independent MM	3.30%	\$ 65,382,623	\$ 65,382,623	\$ -	\$ -
Simmons MM	0.05%	\$ 1,229,102	\$ 1,229,102	\$ 1,228,951	\$ 1,228,951
Texpool	3.59%	\$ 54,438,879	\$ 54,438,879	\$ 19,662,819	\$ 19,662,819
Texas CLASS	3.40%	\$ 1,897,209	\$ 1,897,209	\$ 1,869,287	\$ 1,869,287
Totals		\$ 193,928,694	\$ 193,928,694	\$ 90,956,772	\$ 90,956,772

Current Quarter Average Yield
Total Portfolio 2.44%

Fiscal Year-to-Date Average Yield
Total Portfolio 2.44%

Quarterly Interest Income \$1,049,383
Year-to-date Interest Income \$1,049,383

Investment Report

October 1, 2022 to December 31, 2022

Summary of Total Investment Book Value by Fund Group

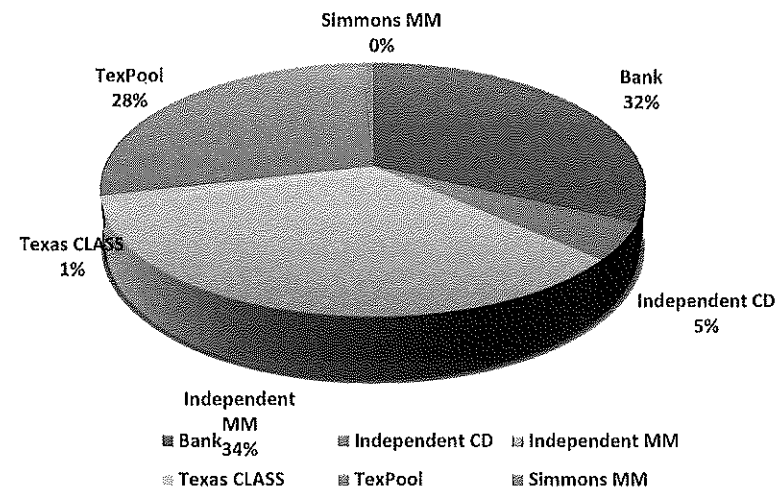
	12/31/22	9/30/22
General Fund	\$ 14,820,617	\$ 10,792,306
Debt Service Funds	\$ 2,364,202	83,893
General Capital Projects Non Bond	\$ 1,182,708	1,661,781
General Capital Projects Bond	\$ 41,971,697	7,969,277
Special Revenue Funds	\$ 15,216,941	17,227,039
Water & Sewer Fund	\$ 11,123,098	9,079,389
Utilities Funds - Restricted	\$ 91,467,699	30,351,495
EDC	\$ 6,007,600	5,982,908
CDC	\$ 8,241,827	7,803,649
PFC/HFC	\$ 1,532,305	5,034
TOTAL	\$ 193,928,694	\$ 90,956,772

Investment Holdings
Investment Report
October 1, 2022 to December 31, 2022

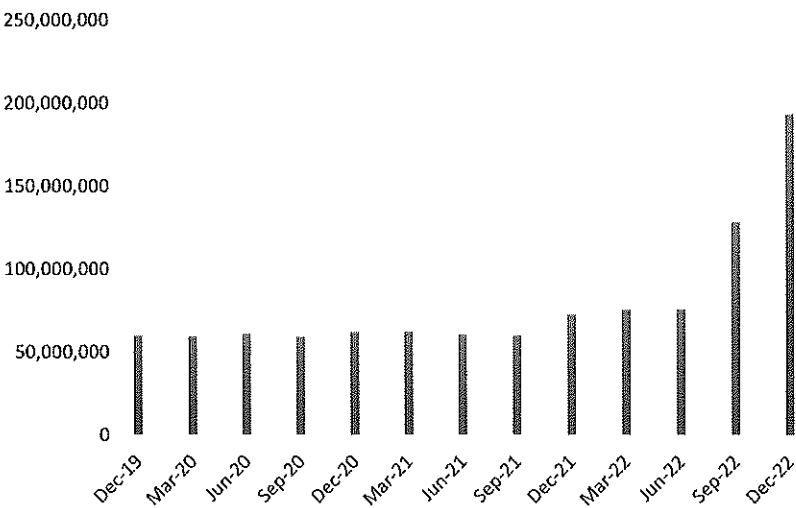
Description	Yield	Maturity Date	Purchase Date	<u>12/31/2022</u>		<u>09/30/2022</u>		Qtr to Qtr Change
				Book Value	Market Value	Book Value	Market Value	
Independent Bank	0.60%	12/31/2022		\$ 61,917,803	\$ 61,917,803	\$ 59,195,715	\$ 59,195,715	\$ 2,722,088
Independent Bank CD	2.00%	Various	Various	\$ 9,063,078	\$ 9,063,078	\$ 9,000,000	\$ 9,000,000	\$ 63,078
Independent Bank MM	3.30%	12/31/2022		\$ 65,382,623	\$ 65,382,623			
Simmons Bank	0.05%	12/31/2022		\$ 1,229,102	\$ 1,229,102	\$ 1,228,951	\$ 1,228,951	\$ 152
TexPool	3.59%	12/31/2022	Various	\$ 54,438,879	\$ 54,438,879	\$ 19,662,819	\$ 19,662,819	\$ 34,776,060
Texas CLASS	0.50%	12/31/2022	8/5/2020	\$ 1,897,209	\$ 1,897,209	\$ 1,869,287	\$ 1,869,287	\$ 27,922
TOTAL				\$ 193,928,694	\$ 193,928,694	\$ 90,956,772	\$ 90,956,772	\$ 102,971,922

October 1, 2022 to December 31, 2022

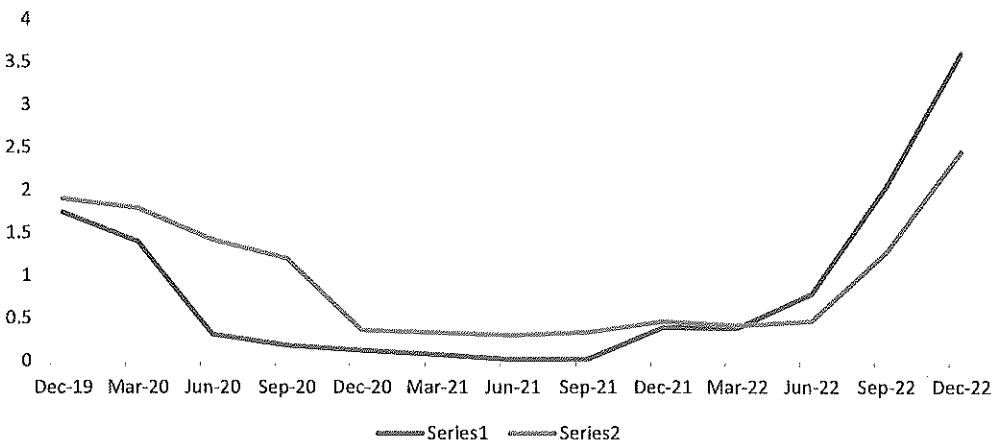
Portfolio Comparison



Total Portfolio



Total Portfolio Performance





Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1, Amending Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Seven lots on 74.1± acres located on the south side of Farm to Market Road 455, 1,951± feet west of Houston Street (Farm to Market Road 2862). Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Amending Plat is to add a county approved street name to the plat for recording purposes.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

The Planning and Zoning Commission recommended approval.

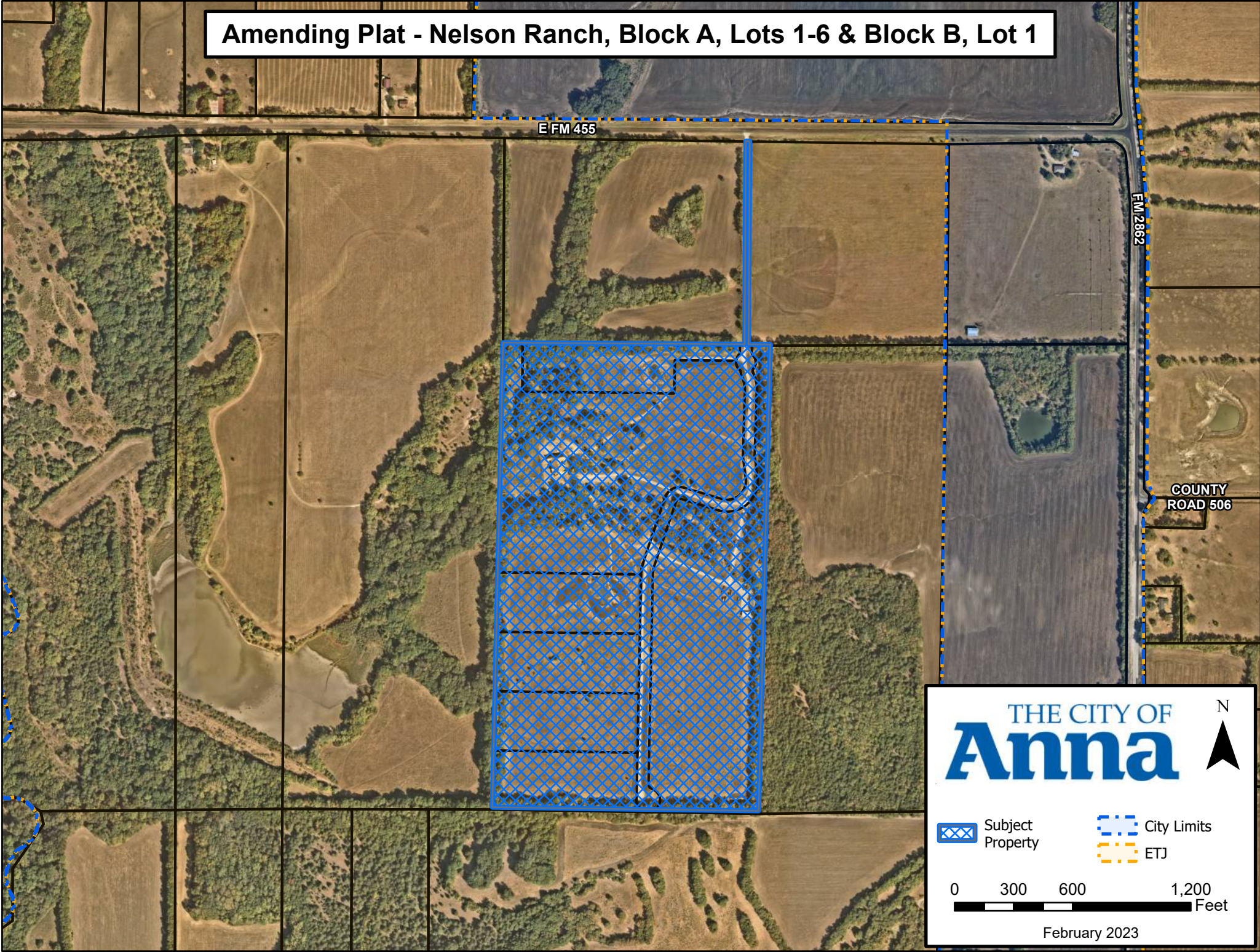
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1 Locator Map
2. RESOLUTION - (AP) Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1
3. Exhibit A (STAMPED) - (AP) Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1

Amending Plat - Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING NELSON RANCH, BLOCK A, LOTS 1-6 & BLOCK B, LOT 1, AMENDING PLAT

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

WHEREAS, Steve and Sandra Nelson have submitted an application for the approval of the Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1, Amending Plat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Amending Plat

The City Council hereby approves the Nelson Ranch, Block A, Lots 1-6 & Block B, Lot 1, Amending Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of March, 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anna Fire Station No. 2, Block A, Lot 1, Minor Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Fire Station on one lot on 2.2± acres located at the northwest corner of Standridge Boulevard and Creek Meadow Drive. Zoned Planned Development (Ord. No. 886-2020).

The purpose for the Minor Plat is to dedicate lot and block boundaries, and easements necessary to plat the property.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Minor Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

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

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome areas: Unique and Safe.

ATTACHMENTS:

1. Anna Fire Station No. 2, Block A, Lot 1 Locator Map
2. RESOLUTION - (MP) Anna Fire Station No. 2, BI A, Lt 1
3. EXHIBIT A - STAMPED MP (Anna Fire Station No. 2, BI A, Lt 1)

Minor Plat - Anna Fire Station No. 2, Block A, Lot 1

FOXBRUSH LN

HOLI

TIMBER RIDGE DR

STARLIGHT DR

THORN CREEK

N STANDRIDGE BLVD

S STANDRIDGE BLVD

SUZIE LN

CENTRAL EXPY

CREEK MEADOW CT

CREEK MEADOW DR

LAKESHORE DR

SPRING VALLEY WAY

HARDWOOD CT

HARDWOOD TRL

WINDING CREEK LN

THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 100 200 400 Feet

February 2023

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA FIRE STATION NO. 2, BLOCK A, LOT 1, 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 of the Anna City Code of Ordinances ("Subdivision Regulations"); 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 the Anna Fire Station No. 2, Block A, Lot 1, Minor Plat; and

WHEREAS, Anna Fire Station No. 2, Block A, Lot 1, 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 Anna Fire Station No. 2, Block A, Lot 1, Minor 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 14th day of March 2023.

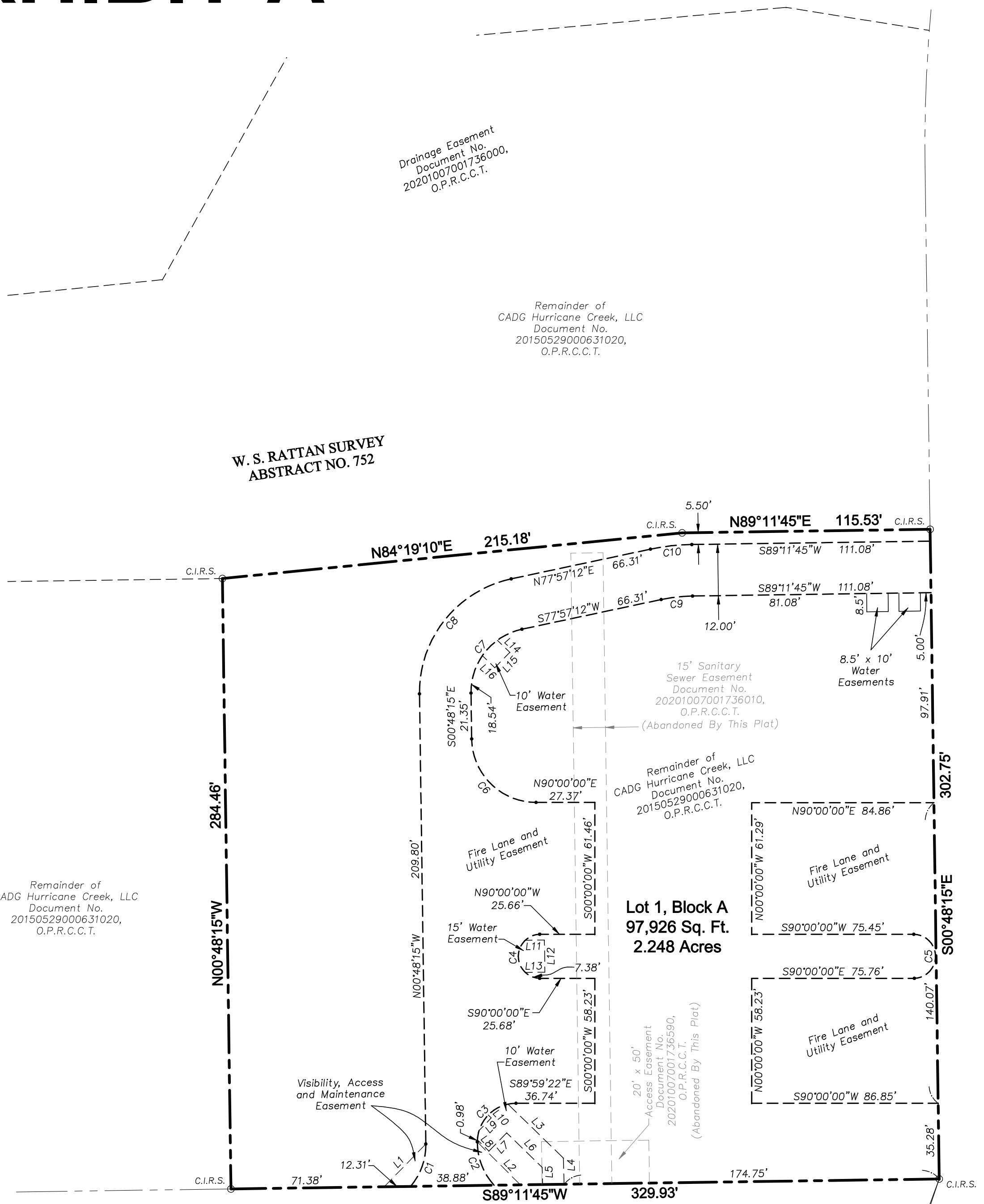
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

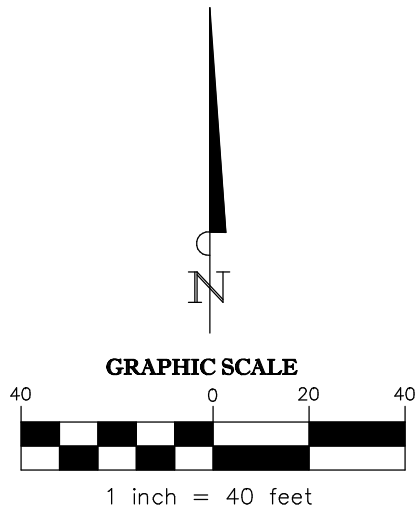
Mayor, Nate Pike

EXHIBIT A



Standridge Boulevard
(80' right-of-way)
(Doc. No. 20180525000644610)

Anna Village
Residential, Ltd.
Document No.
20210107000041360,
O.P.R.C.C.T.

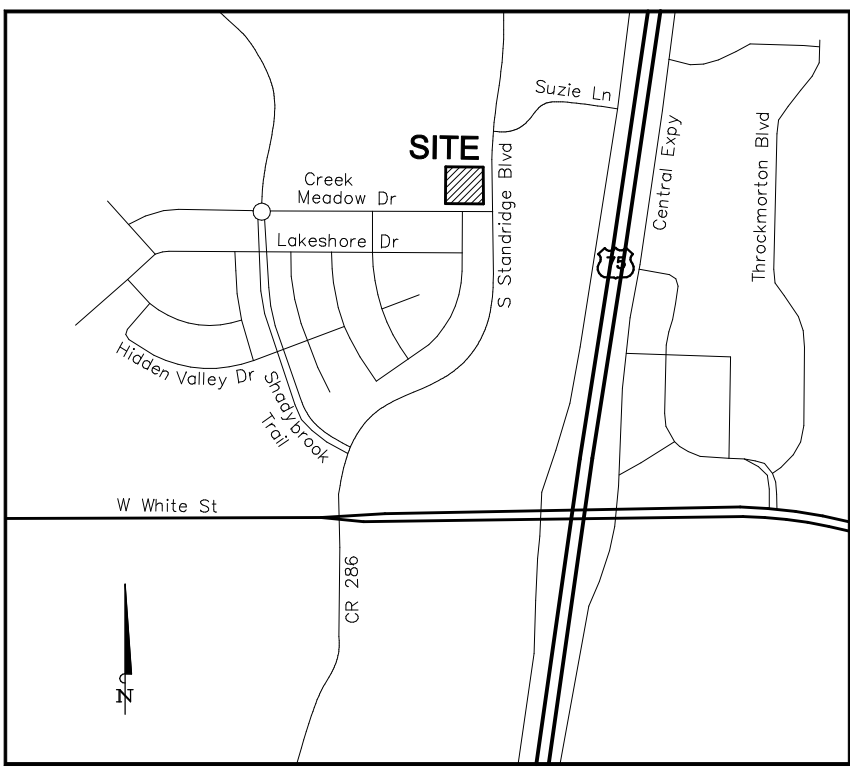


ABBREVIATIONS

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

LINE TABLE	
NO.	BEARING DISTANCE
L1	S44°10'56"W 27.80'
L2	S45°05'55"E 28.35'
L3	S45°48'15"E 36.03'
L4	S01°31'51"E 12.23'
L5	N01°31'51"W 8.03'
L6	N45°48'15"W 23.05'
L7	S44°11'45"W 11.85'
L8	N45°48'15"W 7.52'
L9	N44°11'45"E 8.19'
L10	N45°48'15"W 1.96'
L11	N89°11'45"E 8.93'
L12	S00°48'15"E 15.00'
L13	S89°11'45"W 9.08'
L14	S45°48'15"E 8.08'
L15	S44°11'45"W 10.00'
L16	N45°48'15"W 8.08'

Easement Curve Data					
CURVE NO.	RADIUS	ARC LENGTH	DELTA	CHRD. BRNG.	CHORD
C1	30.00'	21.44'	40°57'16"	N19°40'23"E	20.99'
C2	30.00'	22.15'	42°17'52"	S21°09'59"E	21.65'
C3	18.00'	28.28'	90°01'41"	S44°59'47"W	25.48'
C4	10.27'	31.66'	176°39'18"	S00°00'00"W	20.53'
C5	10.27'	31.74'	177°04'02"	N00°48'15"W	20.53'
C6	30.00'	46.70'	89°11'45"	S45°24'08"E	42.13'
C7	30.00'	41.24'	78°45'27"	S38°34'28"W	38.07'
C8	54.00'	74.23'	78°45'27"	S38°34'28"W	68.52'
C9	75.00'	14.72'	11°14'33"	S83°34'28"W	14.69'
C10	99.00'	19.43'	11°14'33"	S83°34'28"W	19.39'



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2023.

NOTARY PUBLIC in and for the State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, CADG Hurricane Creek, LLC is the owner of a tract of land, situated in the W. S. Rattan Survey, Abstract No. 752, in Collin County, Texas, and being a part of that tract of land, described in deed to CADG Hurricane Creek, LLC, as recorded under Document No. 20150529000631020, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 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 southeasterly corner of the herein described tract, same being at the intersection of the northerly monumented line of Creek Meadow Drive (dedicated by plat recorded in Volume 2020, Page 686, O.P.R.C.C.T.) and the westerly monumented line of Standridge Boulevard (dedicated by separate instrument recorded under Document No. 20180525000644610, O.P.R.C.C.T.);

THENCE South 89°11'45" West, along the northerly line of said Creek Meadow Drive, a distance of 329.93' to a capped iron rod set for the southwesterly corner of the herein described tract;

THENCE over and across said CADG Hurricane Creek, LLC tract, the following (3) three courses and distances:

- North 00°48'15" West, a distance of 284.46' to a capped iron rod set for the northwesterly corner of the herein described tract;
- North 84°19'10" East, a distance of 215.18' to a capped iron rod set for an angle point;
- North 89°11'45" East, a distance of 115.53' to a capped iron rod set for the northeasterly corner of the herein described tract, same being in the westerly monumented line of Standridge Boulevard;

THENCE South 00°48'16" East, along the westerly monumented line of Standridge Boulevard, a distance of 284.46' to the **POINT OF BEGINNING** and containing 97,926 square feet or 2.248 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CADG Hurricane Creek, LLC acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **ANNA FIRE STATION NO. 2, LOT 1, BLOCK A**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

FIRE LANE EASEMENT

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

VAM EASEMENTS

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

WITNESS MY HAND at Collin County, Texas, this the _____ day of _____, 2023.

CADG Hurricane Creek, LLC

Printed Name – Title

Signature

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 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 _____, 2023.

NOTARY PUBLIC in and for the State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2023, by the City Council of the City of Anna, Texas.

Mayer

City Secretary

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

Owner:

CADG Hurricane Creek, LLC

Surveyor:

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

MINOR PLAT ANNA FIRE STATION NO. 2 LOT 1, BLOCK A

97,926 Sq. Ft. / 2.248 Acres

W. S. Rattan Survey, Abstract No. 752

City of Anna, Collin County, Texas

Preparation Date: February 15, 2023

Scale: 1" = 40'

General Notes:

1. The surveyor has relied on the subject deed and adjoining plat 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.

2. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface values can be converted to grid by dividing the combined scaled factor of 0.999847312.

3. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0155J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "area 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.

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 shown on the herein described plat are "By This Plat".

DATE: 08/10/2022 SCALE: 1" = 40' DRAWN BY: C.S.H. CHK'D BY: M.B.A. JOB NO.: 2022-0085



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anna Ranch, Phase 1C, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

68 Single-family dwelling, detached lots and five common area lots on 17.1± acres located on the north and south side of Gardendale Hollow Lane, east side of Burlington Crest Trail, 1,030± feet east of Leonard Avenue. Zoned Planned Development (Ord. No. 323-2007).

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

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

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

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Anna Ranch, Phase 1C Locator Map
2. RESOLUTION - (FP) Anna Ranch, Phase 1C
3. EXHIBIT A - STAMPED FP (Anna Ranch Phase 1C)

Final Plat - Anna Ranch, Phase 1C



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RANCH, PHASE 1C, 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 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Jordan Horn / Gehan Homes Ltd., has submitted an application for the approval of Anna Ranch, Phase 1C, Final Plat; and

WHEREAS, Anna Ranch, Phase 1C, 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 Anna Ranch, Phase 1C, 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 14th day of March, 2023.

ATTEST:

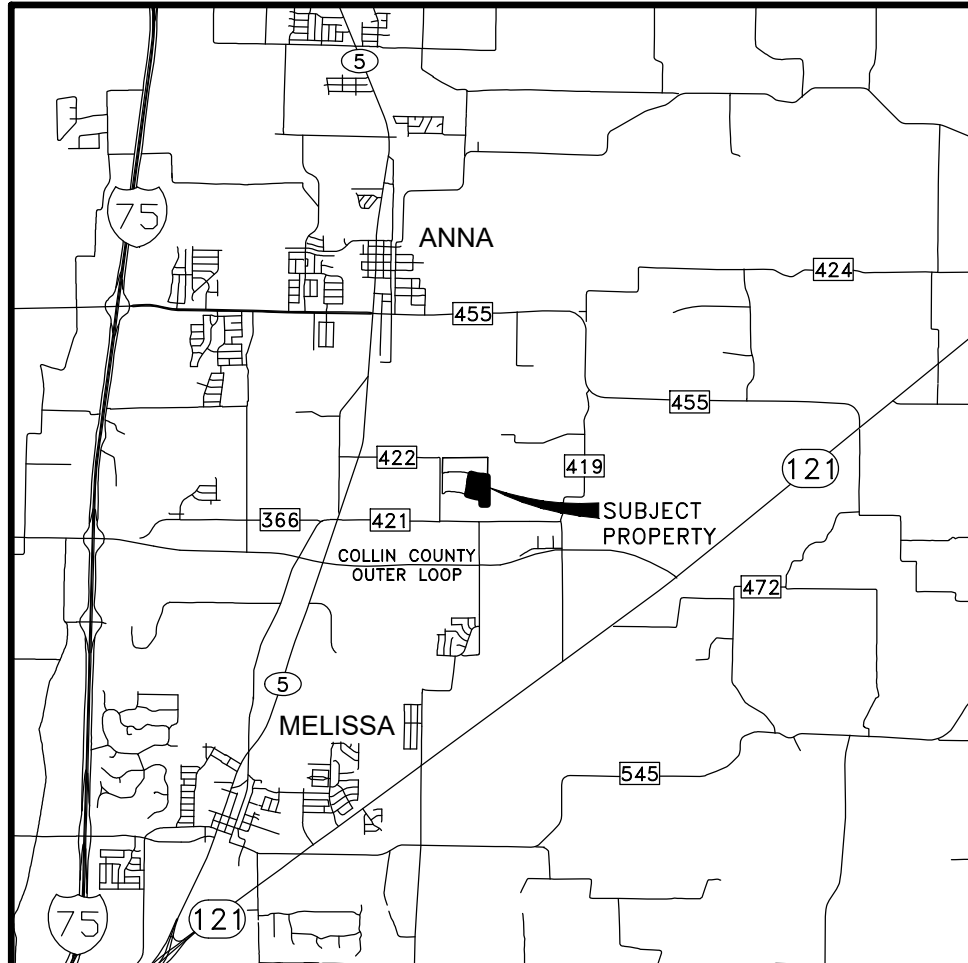
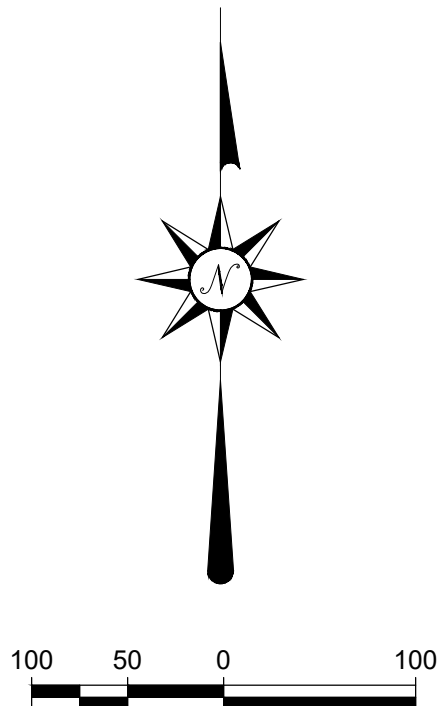
APPROVED:

City Secretary, Carrie L. Land

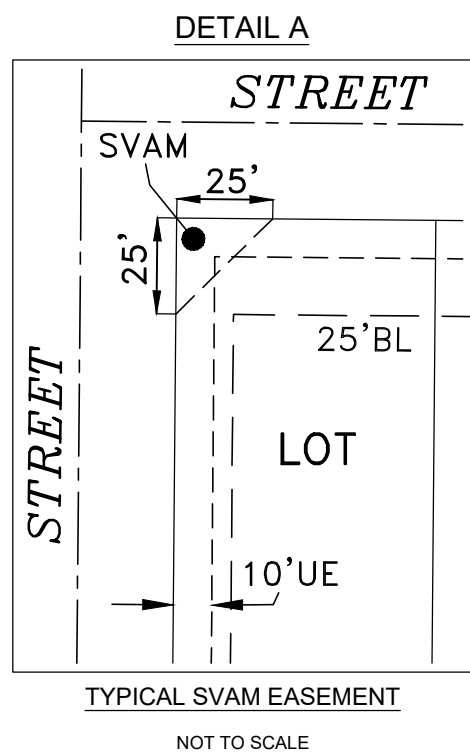
Mayor, Nate Pike

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	01°27'19"	825.00'	N10°22'02"E	20.95'	20.95'
C2	00°47'14"	825.00'	N04°20'38"E	11.33'	11.33'
C3	08°26'57"	775.00'	N08°10'30"E	114.18'	114.29'
C4	15°56'20"	1460.00'	N81°31'33"W	404.84'	406.15'
C5	15°56'20"	1170.00'	N81°31'33"W	324.43'	325.48'
C6	15°56'20"	880.00'	N81°31'33"W	244.01'	244.80'

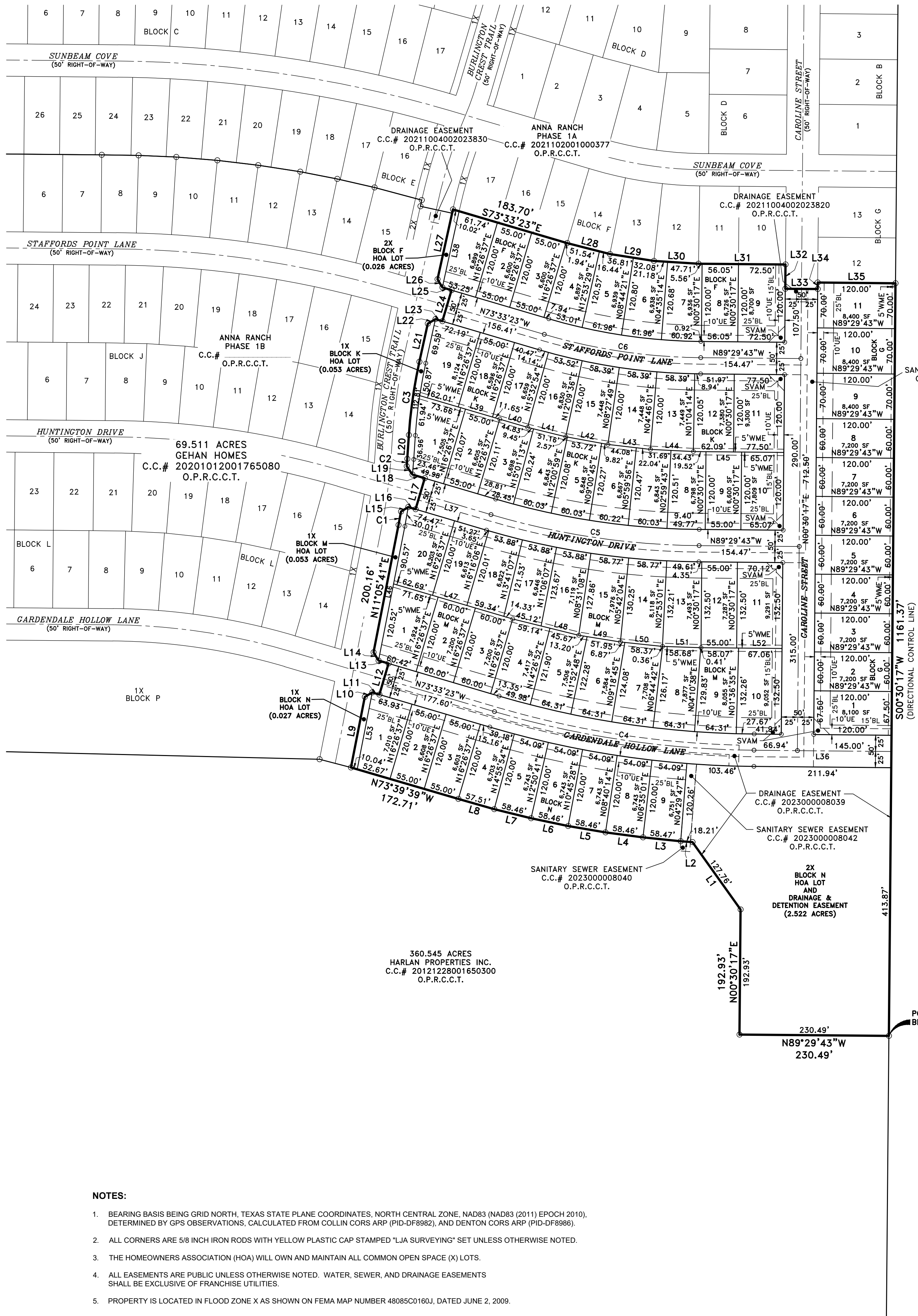
LINE	BEARING	DISTANCE
L1	N35°27'23"W	127.76'
L2	N85°49'43"W	18.21'
L3	N84°12'16"W	58.47'
L4	N82°22'22"W	58.46'
L5	N80°17'09"W	58.46'
L6	N78°11'56"W	58.46'
L7	N76°06'42"W	58.46'
L8	N74°06'47"W	57.51'
L9	N11°05'41"E	110.84'
L10	N58°54'23"E	13.50'
L11	S73°33'23"E	11.49'
L12	N16°26'37"E	50.00'
L13	N75°33'23"W	16.17'
L14	N31°20'41"W	14.82'
L15	N58°08'36"E	13.29'
L16	S73°33'23"E	11.80'
L17	N16°26'37"E	50.00'
L18	N75°33'23"W	19.85'
L19	N34°51'55"W	15.55'
L20	N03°57'01"E	36.96'
L21	N12°23'58"E	60.29'
L22	N59°29'54"E	13.65'
L23	S73°33'23"E	11.24'
L24	N16°26'37"E	50.00'
L25	N75°33'23"W	14.78'
L26	N30°38'42"W	14.65'
L27	N12°23'58"E	110.30'
L28	S75°43'36"E	67.99'
L29	S81°04'34"E	68.88'
L30	S86°26'08"E	68.88'
L31	S89°29'43"E	134.11'
L32	S00°30'17"W	37.50'
L33	S89°29'43"E	50.00'
L34	N00°30'17"E	10.00'
L35	S89°29'43"E	120.00'
L36	N89°29'43"W	211.94'
L37	N73°33'23"W	113.94'
L38	N12°23'58"E	120.30'
L39	N73°33'23"W	55.00'
L40	N73°34'11"W	44.83'
L41	N76°08'45"W	60.61'
L42	N79°41'17"W	66.12'
L43	N83°23'05"W	66.12'
L44	N87°02'17"W	66.12'
L45	S89°29'43"E	55.00'
L46	N11°05'41"E	211.09'
L47	N73°34'11"W	55.29'
L48	N76°10'10"W	59.69'
L49	N80°46'53"W	65.15'
L50	N83°59'36"W	65.24'
L51	N88°08'54"W	59.45'
L52	N89°29'43"W	70.12'
L53	N11°05'41"E	120.82'



VICINITY MAP
NOT TO SCALE



DETAIL A



SANITARY SEWER EASEMENT
C.C.# 202300008042
O.P.R.C.C.T.

171.349 ACRES
335 VALLEY TWO, INC. (60% INTEREST)
LINDO APPAREL, INC. (40% INTEREST)
C.C.# 20130218000218460
O.P.R.C.C.T.

POINT OF BEGINNING
S00°30'11"W 1161.137'
(DIRECTIONAL CONTROL LINE)

POINT OF BEGINNING

360.545 ACRES
HARLAN PROPERTIES INC.
C.C.# 20121228001650300
O.P.R.C.C.T.

SANITARY SEWER EASEMENT
C.C.# 202300008042
O.P.R.C.C.T.

SANITARY SEWER EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

DRAINAGE EASEMENT
C.C.# 202300008039
O.P.R.C.C.T.

NOTES:

- BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORRS ARP (PID-DF8982), AND DENTON CORRS ARP (PID-DF8986).
- ALL CORNERS ARE 5/8 INCH IRON RODS WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET UNLESS OTHERWISE NOTED.
- THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON OPEN SPACE (X) LOTS.
- ALL EASEMENTS ARE PUBLIC UNLESS OTHERWISE NOTED. WATER, SEWER, AND DRAINAGE EASEMENTS SHALL BE EXCLUSIVE OF FRANCHISE UTILITIES.
- PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN ON FEMA MAP NUMBER 48085C0160J, DATED JUNE 2, 2009.

- LEGEND
- IRF IRON ROD FOUND
 - HOA HOME OWNERS ASSOCIATION
 - BL BUILDING LINE
 - UE UTILITY EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - SVAM 25' SIDEWALK, VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
 - WME WALL MAINTENANCE EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - SF SQUARE FEET
 - AC ACRES
 - P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
 - M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
 - O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

EXHIBIT A
SHEET 1 OF 2

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

A
FINAL PLAT
OF
ANNA RANCH
PHASE 1C
OF

LOTS 1-9 & 2X, BLOCK F; LOTS 1-11, BLOCK G;
LOTS 1-19 & 1X, BLOCK K; LOTS 1-20 & 1X, BLOCK M;
& LOTS 21-29, 1X & 2X, BLOCK N
SITUATED IN
THE GRANDISON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
17.070 ACRES/ 68 RESIDENTIAL LOTS &
5 PRIVATE HOA/DEVELOPER OWNED
AND MAINTAINED OPEN SPACES
ZONED PD ORDINANCE 323-2007

OWNER/DEVELOPER: GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY,
SUITE 300
ADDISON, TEXAS 75001
PHONE: (972) 383-4300

ENGINEER/SURVEYOR:

LJA Surveying, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710
T.B.P.E.I.S. Firm No. 10194382

OWNER'S CERTIFICATE

STATE OF TEXAS)
COUNTY OF COLLIN)

WHEREAS GEHAN HOMES, LTD. IS THE SOLE OWNER OF A 17.070 ACRE TRACT OF LAND SITUATED IN THE GRANDISON STARK SURVEY, ABSTRACT NO. 788, IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING A PART OF A 69.511 ACRE TRACT OF LAND, CONVEYED TO GEHAN HOMES, INC. AS RECORDED IN COUNTY CLERK'S FILE NO. 20101020176500, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 17.070 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORE ASP (PD-05966) AND DETENTION CORE ASP (PD-05966), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 69.511 ACRE TRACT, SAID POINT BEING ON EAST LINE OF A 360.545 ACRE TRACT OF LAND, CONVEYED TO HARLAN PROPERTIES, INC. AS RECORDED IN COUNTY CLERK'S FILE NO. 20121228016000, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND THE WEST LINE OF A 171.349 ACRE TRACT OF LAND CONVEYED TO 335 VALLEY TWO, INC. (A 60% INTEREST) AND LINDO APPAREL, INC. (A 40% INTEREST), AS RECORDED IN COUNTY CLERK'S FILE NO. 20130218000218400, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE SOUTH LINE OF SAID 69.511 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 29 MINUTES 43 SECONDS WEST, A DISTANCE OF 230.49 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 192.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 27 MINUTES 23 SECONDS WEST, A DISTANCE OF 127.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 85 DEGREES 49 MINUTES 43 SECONDS WEST, A DISTANCE OF 18.21 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 84 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 58.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 82 DEGREES 22 MINUTES 22 SECONDS WEST, A DISTANCE OF 58.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 80 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 58.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 78 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 58.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 76 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 58.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 74 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 57.51 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 172.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF ANNA RANCH, PHASE 1B, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 69.511 ACRE TRACT AND ALONG THE EAST LINE OF SAID ANNA RANCH, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 11 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 110.84 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 58 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 13.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 11.49 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 16 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 16.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 20 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.82 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 11 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 200.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 27 MINUTES 19 SECONDS, A RADIUS OF 825.00 FEET AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.95 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 20.95 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 58 DEGREES 08 MINUTES 36 SECONDS EAST, A DISTANCE OF 13.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 11.80 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 16 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 19.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 34 DEGREES 51 MINUTES 55 SECONDS WEST, A DISTANCE OF 15.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 47 MINUTES 14 SECONDS, A RADIUS OF 825.00 FEET AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 11.53 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 11.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 57 MINUTES 01 SECONDS EAST, A DISTANCE OF 36.96 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 26 MINUTES 57 SECONDS, A RADIUS OF 775.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 114.18 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 114.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 60.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 59 DEGREES 29 MINUTES 54 SECONDS EAST, A DISTANCE OF 13.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 11.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 16 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 14.78 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 30 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 14.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, PASSING AT A DISTANCE OF 104.37 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID ANNA RANCH, PHASE 1B AND AN EXTERIOR ELL CORNER ON THE SOUTH LINE OF ANNA RANCH, PHASE 1A, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20211020100037, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, CONTINUING IN ALL A TOTAL DISTANCE OF 110.30 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER ON SAID SOUTH LINE OF ANNA RANCH, PHASE 1A;

THENCE, CONTINUING OVER AND ACROSS SAID 69.511 ACRE TRACT AND ALONG SAID SOUTH LINE OF ANNA RANCH, PHASE 1A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 183.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 75 DEGREES 45 MINUTES 36 SECONDS EAST, A DISTANCE OF 67.99 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 81 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 68.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 86 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 68.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 134.11 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 37.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID ANNA RANCH, PHASE 1A, SAID POINT BEING ON THE EAST LINE OF SAID 69.511 ACRE TRACT AND ACROSS SAID WEST LINE OF 171.349 ACRE TRACT

THENCE, SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE OF 69.511 ACRE TRACT AND SAID WEST LINE OF 171.349 ACRE TRACT, A DISTANCE OF 1161.37 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 17.070 ACRES, OR 743,578 SQUARE FEET OF LAND.

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **GEHAN HOMES, LTD.**, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **ANNA RANCH, PHASE 1C**, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES, THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA, TEXAS. WITNESS MY HAND THIS THE ____ DAY OF _____, A.D. 2023.

GEHAN HOMES, LTD.

BY: _____
TITLE: _____

STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, MICHAEL J. BAITUP, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND THE SUPERVISION IN _____, 20____, AND THAT ALL BOUNDARY CORNERS ARE AS SHOWN.

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

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

DATE: _____

STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MICHAEL J. BAITUP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

STATE OF TEXAS)
COUNTY OF COLLIN)

I, _____, MAYOR, CITY OF ANNA, COLLIN COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DEDICATION WAS APPROVED BY THE CITY OF ANNA, TEXAS, FOR FILING IN THE MAP OR DEED RECORDS OF COLLIN COUNTY, TEXAS ON THE ____ DAY OF _____, A.D. 2023.

MAYOR
CITY OF ANNA, TEXAS

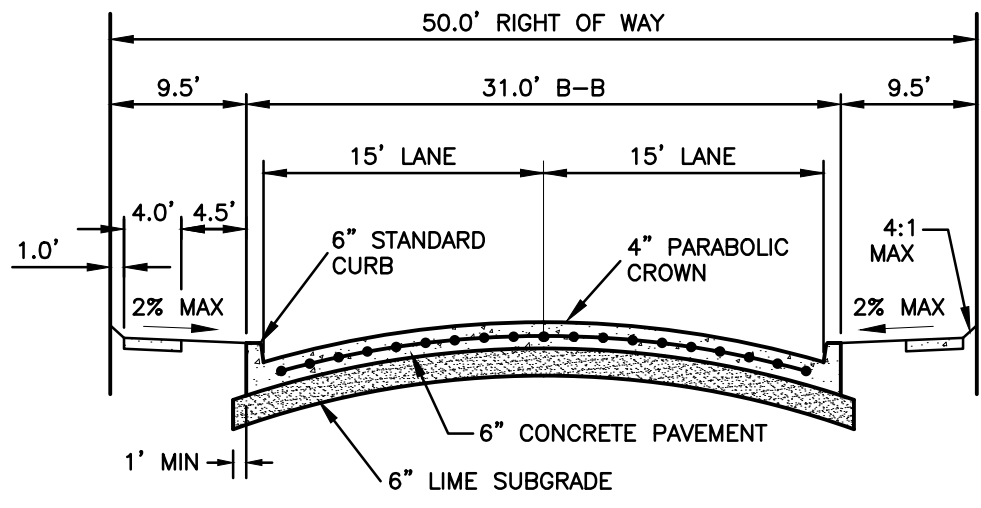
ATTEST:

CITY SECRETARY
CITY OF ANNA, TEXAS

DRAINAGE AND DETENTION EASEMENT

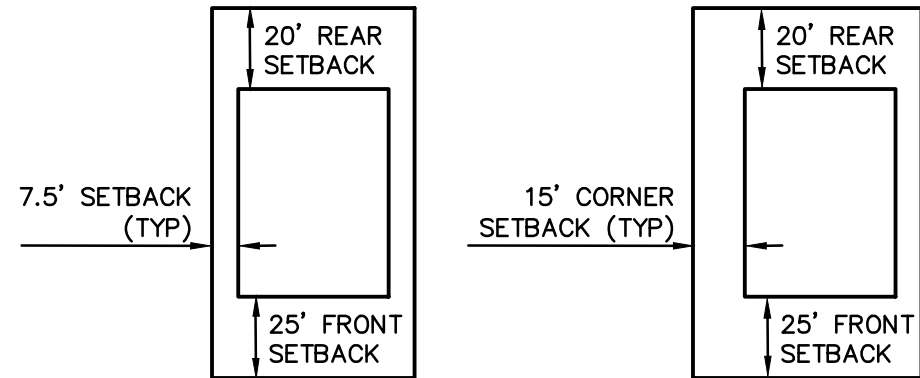
THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANNA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF BLOCK N, LOT 2X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." 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 OR 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 STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAFORE 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.

SF-B	ADOPTED "pd" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	6,600 Square Feet	6,000 Square Feet
Minimum Width	55 Feet	50 Feet
Minimum Depth	100 Feet	120 Feet
Minimum Front Yard Setback	25 Feet; however porches and bay windows may encroach up to 5 Feet in front of the Building Line	25 Feet
Minimum Rear Yard Setback	20 Feet	25 Feet
Side Yard Setback	7.5 Feet	10 Feet
Side Yard Corner	15 Feet	15 Feet
Masonry Percentage	60% Brick or Rock Veneer, Front 100%	60% Brick or Rock Veneer, Front 100%
Building Size	1,600 Square Feet	1,600 Square Feet



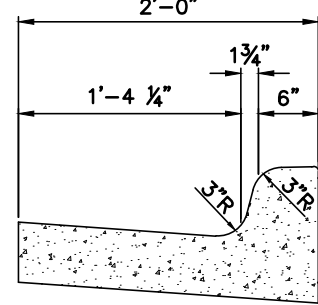
NOTE:
PAVEMENT SECTION TO BE VERIFIED BY GEOTECHNICAL RECOMMENDATION.

LOCAL RESIDENTIAL STREET SECTION
NTS



STANDARD LOT CORNER LOT

TYPICAL LOT SETBACKS
NTS



STANDARD CURB AND GUTTER
NTS

EXHIBIT A
SHEET 2 OF 2

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

A
FINAL PLAT
OF
ANNA RANCH
PHASE 1C
OF

LOTS 1-9 & 2X, BLOCK F; LOTS 1-11, BLOCK G;
LOTS 1-19 & 1X, BLOCK K; LOTS 1-20 & 1X, BLOCK M;
& LOTS 21-29, 1X & 2X, BLOCK N
SITUATED IN

THE GRANDISON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
17.070 ACRES/ 68 RESIDENTIAL LOTS &
5 PRIVATE HOA/DEVELOPER OWNED
AND MAINTAINED OPEN SPACES
ZONED PD ORDINANCE 323-2007

OWNER/DEVELOPER: GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY,
SUITE 300
ADDISON, TEXAS 75001
PHONE: (972) 383-4300

ENGINEER/SURVEYOR:

LJA Surveying, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710
T.B.P.E.L.S. Firm No. 10194382



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

Two lots on 3.1± acres located at the northeast corner of County Road 500 and County Road 832. Zoned: Extraterritorial Jurisdiction (ETJ).

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

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

The Planning and Zoning Commission recommended approval.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Rodriguez Estates, Block A, Lots 1 & 2 Locator Map
2. RESOLUTION - (FP) Rodriguez Estates, Block A, Lots 1 & 2
3. Exhibit A (STAMPED) - (FP) Rodriguez Estates, Block A, Lots 1 & 2

Final Plat - Rodriguez Estates, Block A, Lots 1 & 2

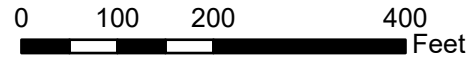


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



February 2023

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, J. Roberto Rodriguez has submitted an application for the approval of the Rodriguez Estates, Block A, Lots 1 & 2, Final Plat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of March, 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



JOB No. 2023-12



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding The Grace and Peace Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Religious facility on one lot on 5.0± acres located at the northeast corner of County Road 376 and Grandview Avenue. Zoned: Extraterritorial Jurisdiction (ETJ).

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

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

The Planning and Zoning Commission recommended approval.

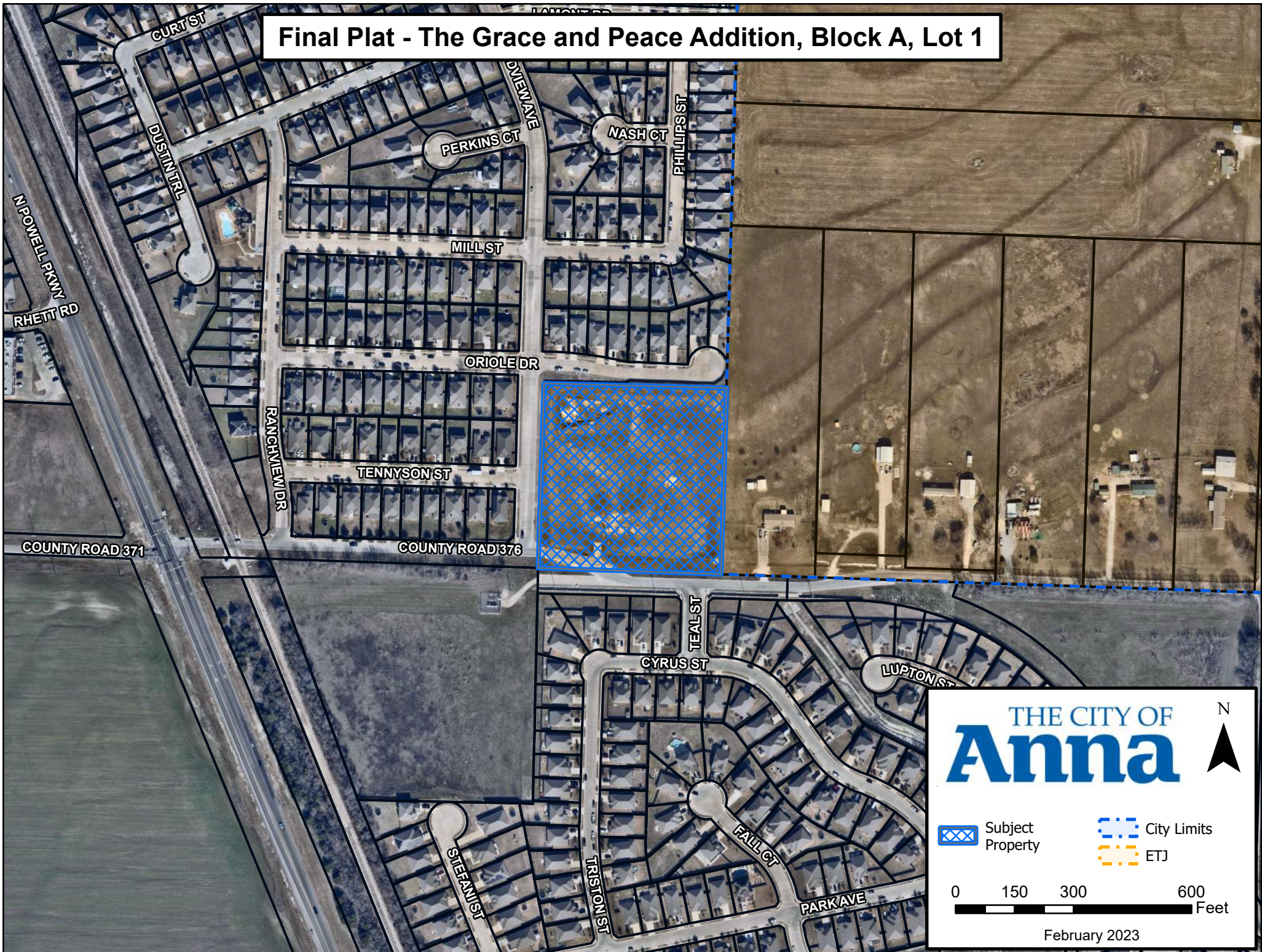
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. The Grace and Peace Addition, Block A, Lot 1 Locator Map
2. RESOLUTION - (FP) The Grace and Peace Addition, Block A, Lot 1
3. Exhibit A (STAMPED) - (FP) The Grace and Peace Addition

Final Plat - The Grace and Peace Addition, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE GRACE AND PEACE ADDITION, BLOCK A, LOT 1, FINAL PLAT

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

WHEREAS, Matt Wood / Grace and Peace Presbyterian Church has submitted an application for the approval of The Grace and Peace Addition, Block A, Lot 1, Final Plat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves The Grace and Peace Addition, Block A, Lot 1, Final Plat attached hereto as Exhibit A.

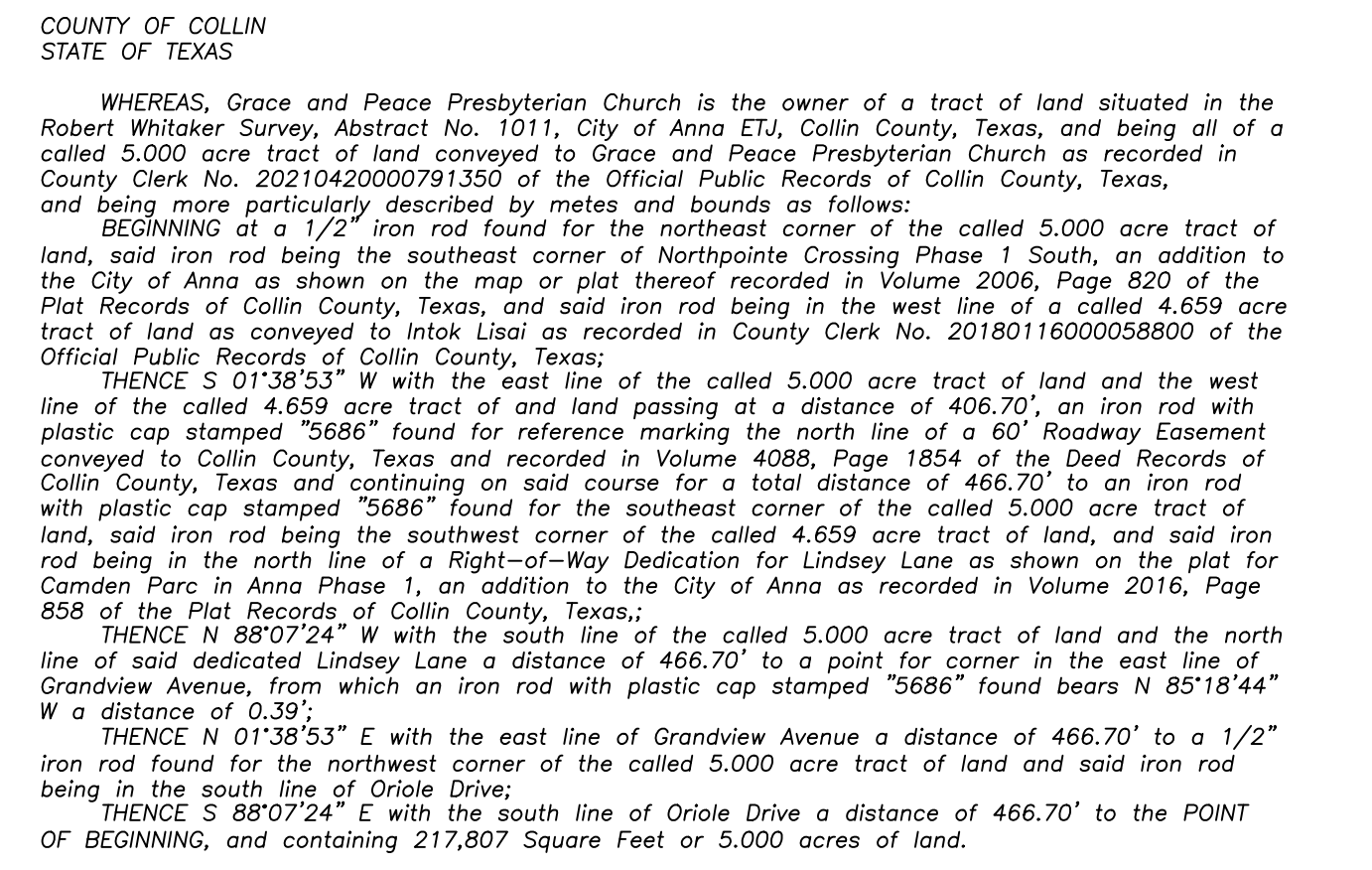
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of March, 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared MATT WOOD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of , 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, DAVID J. SURDUKAN, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown herein were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Anna, Collin County, Texas.

PRELIMINARY PLAT

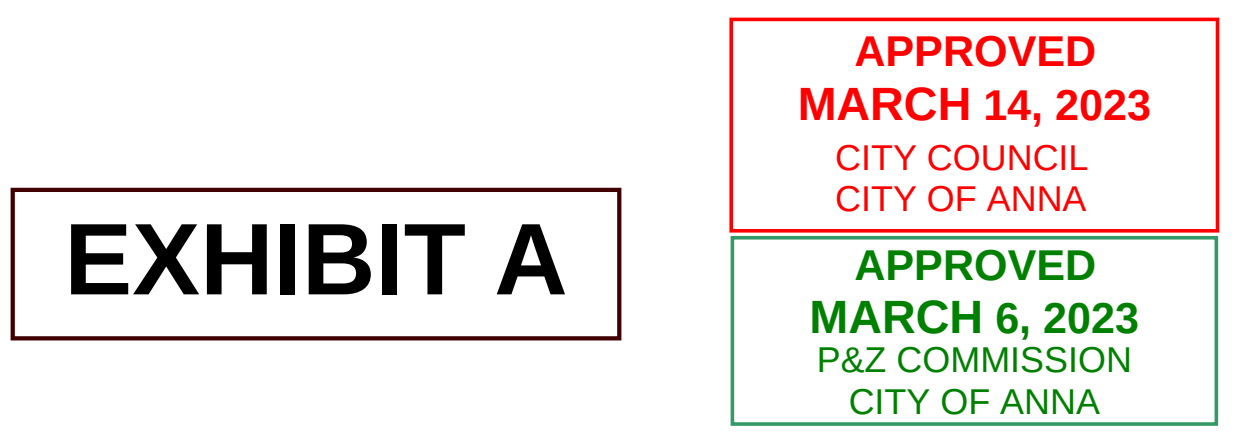
DAVID J. SURDUKAN R.P.L.S. NO. 4613

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. SURDUKAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



FINAL PLAT
THE GRACE AND PEACE ADDITION
BLOCK A, LOT 1
BEING 5.000 ACRES OUT OF THE
ROBERT WHITAKER SURVEY, ABSTRACT NO. 1011
CITY OF ANNA ETU
COLLIN COUNTY, TEXAS

OWNER	SURVEYOR
GRACE AND PEACE PRESBYTERIAN CHURCH	SURDUKAN SURVEYING, INC.
ATTN: MATT WOOD	P.O. BOX 121
P.O. BOX 91	ANNA, TEXAS 75409
ANNA, TEXAS 75409	(972) 924-8200
(706) 296-6199	FIRM NO. 10069500



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

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

SUMMARY:

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

The purpose of the Replat is to subdivide the property, dedicate lot and block boundaries and easements necessary for the construction of the restaurant on Lot 6R.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

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

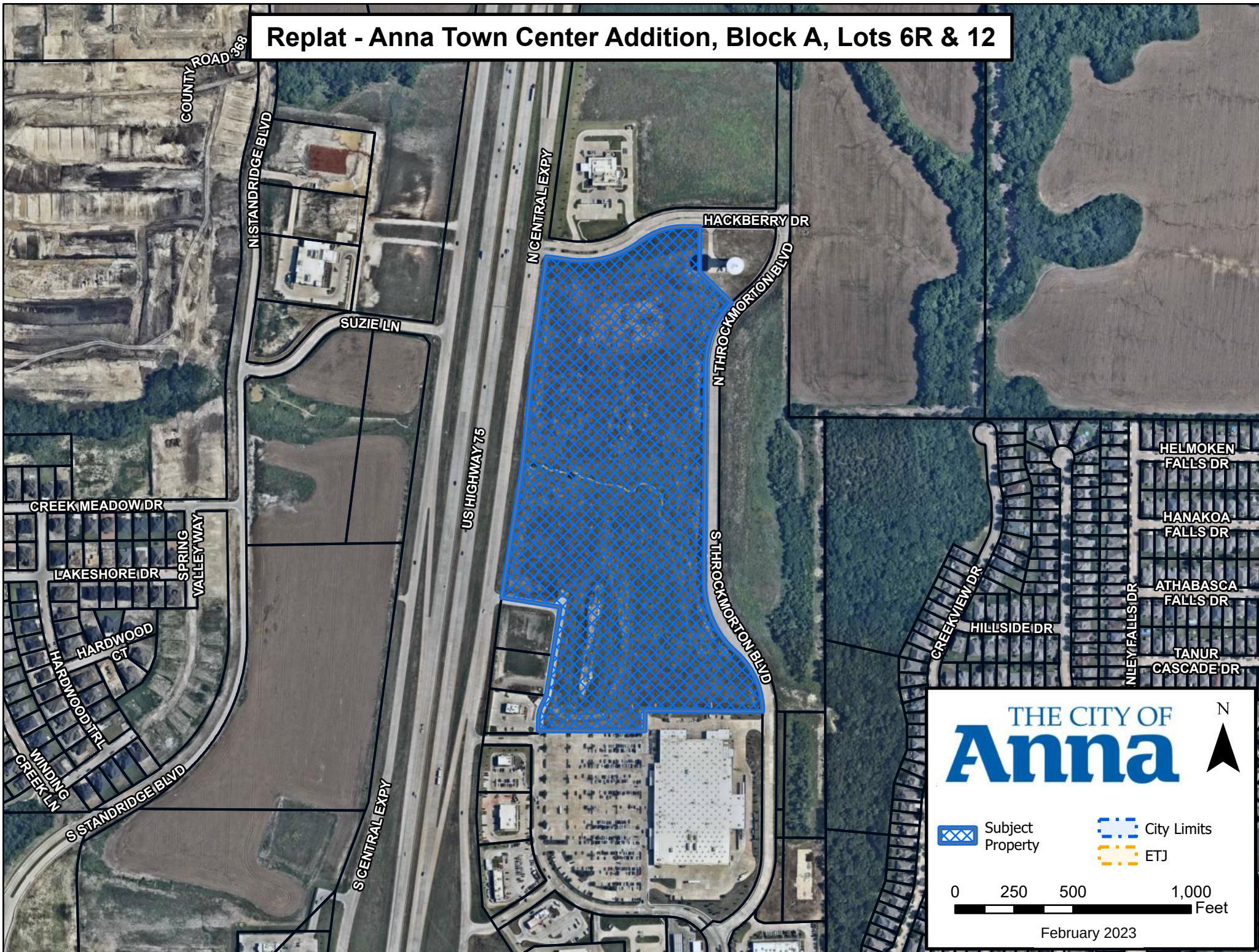
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Anna Town Center Addition, Block A, Lots 6R & 12 Locator Map
2. RESOLUTION - (R) ANNA TOWN CENTER ADDITION, BLOCK A, LOTS 6R & 12
3. Exhibit A (STAMPED) - (RP) Anna Town Center Addition Lots 6R & 12

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



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

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

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Replat

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

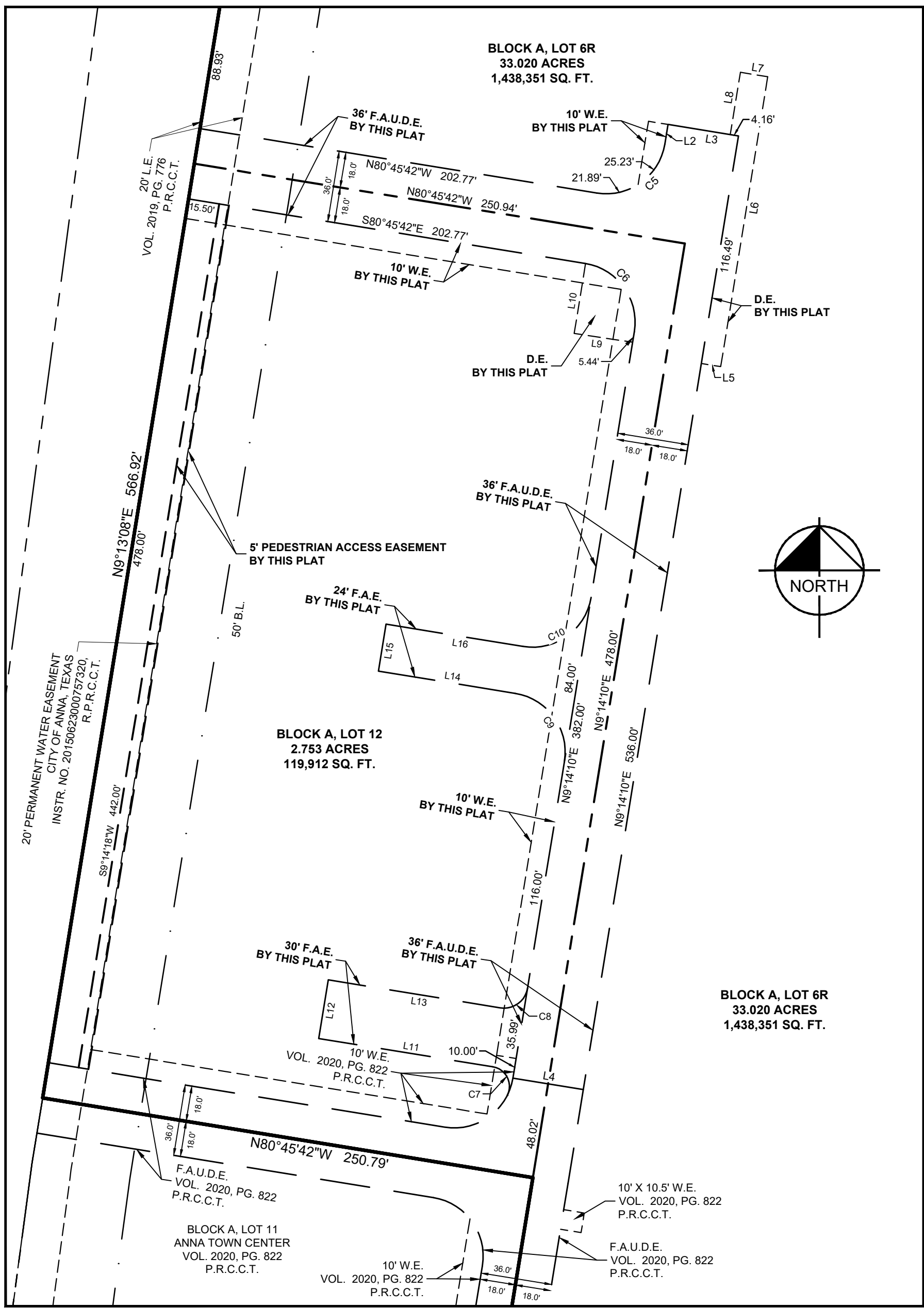
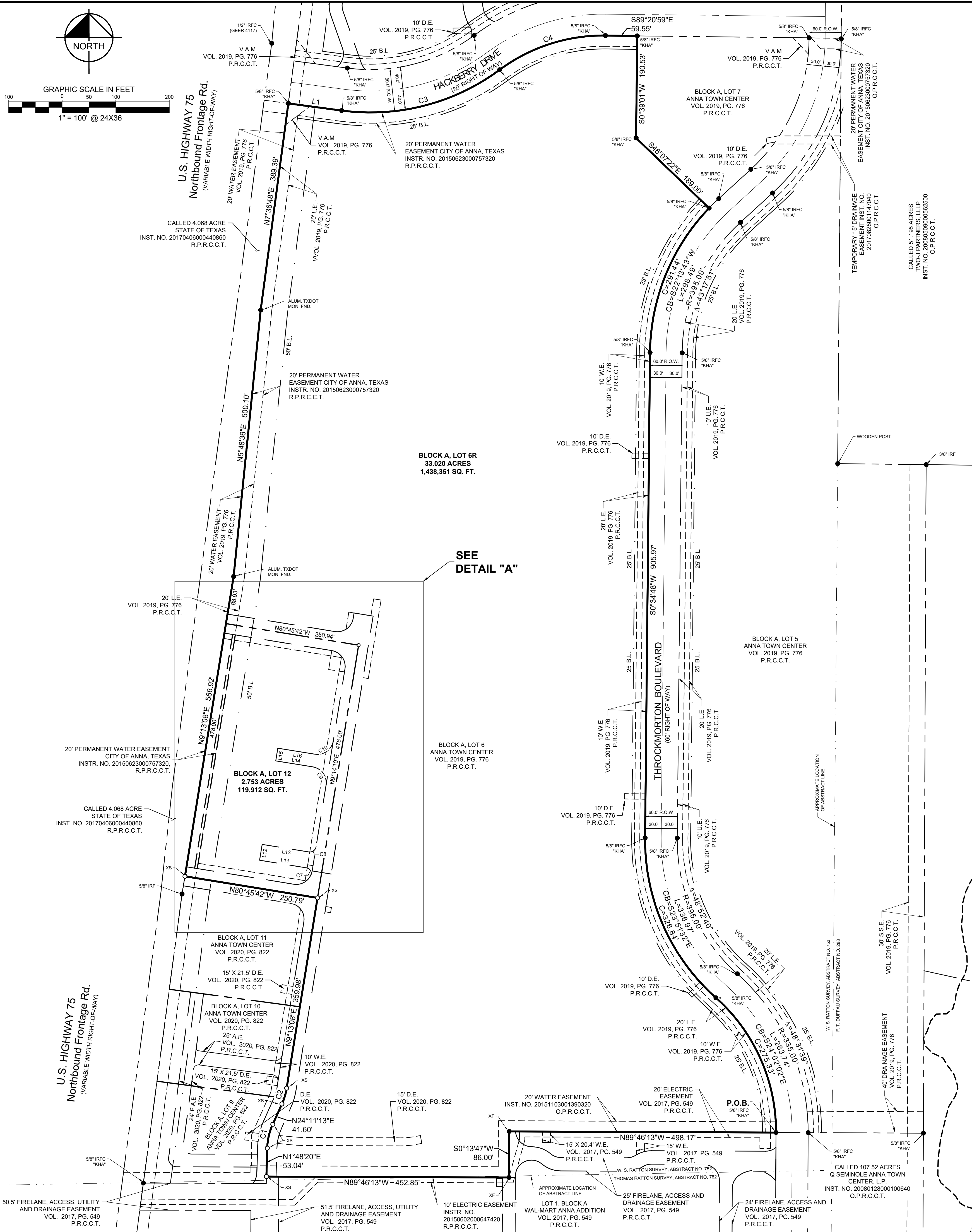
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of March, 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



DETAIL "A"
SCALE 1" = 50'

APPROVED
MARCH 14, 2023
CITY COUNCIL
CITY OF ANNA

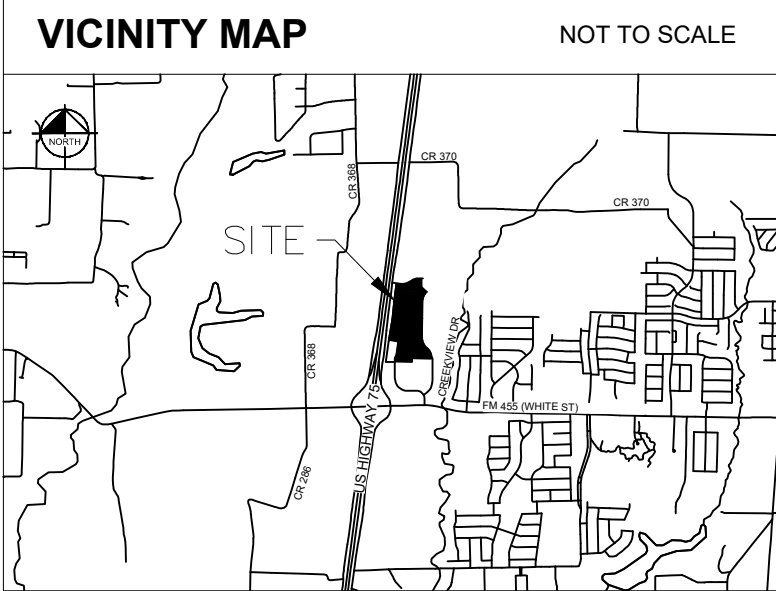
APPROVED
MARCH 6, 2023
P&Z COMMISSION
CITY OF ANNA

NO.	BEARING	LENGTH
L1	S82°23'04"E	100.47'
L2	S09°14'10"W	10.00'
L3	N80°45'41"W	36.00'
L4	S80°46'52"E	36.00'
L5	S80°46'51"E	9.88'
L6	N09°13'09"E	148.35'
L7	S80°46'52"E	14.00'
L8	N09°13'08"E	31.85'
L9	N81°30'21"W	29.82'
L10	N09°13'09"E	35.83'
L11	S80°45'50"E	89.08'
L12	S09°14'10"W	30.00'
L13	N80°45'50"W	88.01'
L14	S80°45'50"E	70.01'
L15	S09°14'10"W	24.00'
L16	N80°45'50"W	70.01'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	22°22'53"	118.00'	46.09'	N12°59'47"E	45.80'
C2	14°58'05"	118.00'	30.83'	N16°42'11"E	30.74'
C3	44°10'38"	405.00'	312.27'	N75°31'37"E	304.59'
C4	37°12'43"	325.00'	211.08'	N72°02'39"E	207.39'
C5	90°00'08"	30.00'	47.13'	N54°14'14"E	42.43'
C6	89°59'52"	30.00'	47.12'	N35°45'46"W	42.43'
C7	107°27'33"	10.00'	18.76'	N27°02'04"W	16.13'
C8	90°00'00"	12.00'	18.85'	N54°14'10"E	16.97'
C9	90°00'00"	30.00'	47.12'	N35°45'50"W	42.43'
C10	90°00'00"	30.00'	47.12'	N54°14'18"E	42.43'

EXHIBIT A

SHEET 1 OF 2



LEGEND

BOUNDARY LINE	BOUNDARY LINE
EASEMENT LINE	EASEMENT LINE
BUILDING LINE	BUILDING LINE
IRFC	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRFC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND	FOUND
B.L.	BUILDING LINE
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XP	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
V.A.M.	SIGHT VISIBILITY EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.D.E.	FIRE LANE, ACCESS, UTILITY AND DRAINAGE EASEMENT
F.A.E.	FIRE LANE AND ACCESS EASEMENT
L.E.	LANDSCAPE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER EASEMENT

Non-Residential Lot Table

Lot No.	Acreage
6R	33.020
12	2.753
Total	35.773

BENCH MARK LIST

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

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

FLOOD STATEMENT:

According to Map No. 49085C0155 J dated June 2, 2009, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, a portion of this property is located in Zone A, defined as a Special Flood Hazard Area (SFHA) Subject to Inundation by the 1% Annual Chance Flood with No Base Flood Elevations determined. If this site is within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

GENERAL NOTES:

- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.

ANNA TOWN CENTER ADDITION

BLOCK A, LOTS 6R & 12
REPLAT OF BLOCK A, LOT 6R
ANNA TOWN CENTER ADDITION,
BLOCK A, LOTS 6R, 9, 10 & 11, RECORDED IN
VOLUME 2020, PAGE 822, PLAT RECORDS,
COLLIN COUNTY, TEXAS

35.773 ACRES
OUT OF THE
THOMAS RATTON SURVEY, ABSTRACT NO. 782,
W.S. RATTON SURVEY, ABSTRACT NO. 752
CITY OF ANNA, COLLIN COUNTY, TEXAS
Feb. 2023

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JMH	KHA	Feb. 2023	064465504	1 OF 2

OWNER:
Q Seminole Anna Town Center, LP
3111 Westchester Dr., Suite 800
Dallas, TX 75225
Ph: 214.884.3249
Contact: Brian Bischoff

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

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 09°13'08" East, a distance of 566.92 feet to an aluminum TxDOT monument found for corner;

North 05°48'36" East, a distance of 500.10 feet to an aluminum TxDOT monument found for corner;

North 07°36'48" East, a distance of 389.39 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said Lot 6R, common to the intersection of the easterly right-of-way line of said U.S. Highway No. 75 and the southerly right-of-way line of Hackberry Drive (80-foot wide public right-of-way)(Volume 2019, Page 776, said Plat Records);

THENCE departing the easterly right-of-way line of said U.S. Highway No. 75 and along the common line of said Lot 6R and said Hackberry Drive the following courses and distances:

South 82°23'04" East, a distance of 100.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 405.00 feet, a central angle of 44°10'38", and a chord bearing and distance of North 75°31'37" East, 304.59 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 312.27 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 325.00 feet, a central angle of 37°12'43", and a chord bearing and distance of North 72°02'39" East, 207.39 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 211.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the end of said curve to the right;

South 89°20'59" East, a distance of 59.55 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northeast corner of said Lot 6R, common to the northwest corner of Lot 7, Block A, said Anna Town Center Addition, Block A, Lots 5-8, an addition to the City of Anna, Texas, according to the plat thereof recorded in Volume 2019, Page 776, said Plat Records;

THENCE South 00°39'01" West, departing the southerly right-ofway line of said Hackberry Drive and along the common line of said Lots 6R and 7, a distance of 190.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said Lot 7;

THENCE South 46°07'22" East, continuing along said common line, a distance of 189.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost northeast corner of said Lot 6R, common to the southeast corner of said Lot 7, same being on the westerly right-of-way line of the aforementioned Throckmorton Boulevard, same also being at the beginning of a non-tangent curve to the left with a radius of 395.00 feet, a central angle of 43°17'51", and a chord bearing and distance of South 22°13'43" West, 291.44 feet;

THENCE along the common line of said Lot 6R and said Throckmorton Boulevard the following courses and distances:

In a southerly direction, with said curve to the left, an arc distance of 298.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the end of said curve to the left;

South 00°34'48" West, a distance of 905.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 395.00 feet, a central angle of 48°52'40", and a chord bearing and distance of South 23°51'32" East, 326.84 feet;

In a southerly direction, with said curve to the left, an arc distance of 336.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 335.00 feet, a central angle of 48°31'39", and a chord bearing and distance of South 24°02'02" East, 275.33 feet;

In a southerly direction, with said reverse curve to the right, an arc distance of 283.74 feet to the POINT OF BEGINNING and containing 35.773 acres (1,558,263 sq. ft.) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Q SEMINOLE ANNA TOWN CENTER, LP: acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as ANNA TOWN CENTER ADDITION, BLOCK A, LOTS 6R & 12, REPLAT OF BLOCK A, LOT 6R, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

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

Q Seminole Anna Town Center, L.P.

By: _____

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ § §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of Q Seminole Anna Town Center, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

STATE OF TEXAS §
COUNTY OF COLLIN § §

KNOW ALL MEN BY THESE PRESENTS

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

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

STATE OF TEXAS §
COUNTY OF COLLIN § §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

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

APPROVED
MARCH 14, 2023
CITY COUNCIL
CITY OF ANNA

APPROVED
MARCH 6, 2023
P&Z COMMISSION
CITY OF ANNA

ANNA TOWN CENTER
ADDITION
BLOCK A, LOTS 6R & 12
REPLAT OF BLOCK A, LOT 6R
ANNA TOWN CENTER ADDITION,
BLOCK A, LOTS 6R, 9, 10 & 11, RECORDED IN
VOLUME 2020, PAGE 822, PLAT RECORDS,
COLLIN COUNTY, TEXAS

35.773 ACRES
OUT OF THE
THOMAS RATTON SURVEY, ABSTRACT NO. 782,
W.S. RATTON SURVEY, ABSTRACT NO. 752
CITY OF ANNA, COLLIN COUNTY, TEXAS
Feb. 2023

Kimley»Horn

6160 Warren Pkwy., Suite 210 Frisco, Texas 75034		FIRM # 10193822		Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Feb. 2023	064465504	2 OF 2
OWNER: Q Seminole Anna Town Center, LP 8111 Westchester Dr., Suite 800 Dallas, TX 75225 Ph: 214.884.3249 Contact: Brian Bischoff			APPLICANT: Kimley-Horn and Associates, Inc. 13455 Noel Road, Suite 700 Dallas, TX 75240 Ph: 972.770.1300 Fax: 972.239.3820 Contact: Joe Fraccaro, PE		

EXHIBIT A
SHEET 2 OF 2



Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail and restaurant on two lots on 2.2± acres located at the northeast corner of W. White Street and Willow Creek Drive. Zoned C-1 Restricted Commercial (C-1).

The purpose of the Replat is to subdivide the property, dedicate lot and block boundaries and easements necessary for development on two separately platted lots.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

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

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2 Replat Locator Map
2. RESOLUTION - (R) Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2
3. EXHIBIT A - STAMPED R (Willow Creek Addn, Ph 1B, Bl G, Lts 1R & 2)

Replat - Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R & 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, Marcus Property Company LLC has submitted an application for the approval of the Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2, Replat; and

WHEREAS, Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2, Replat 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 Willow Creek Addition, Phase 1B, Block G, Lot 1R & 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 14th day of March, 2023.

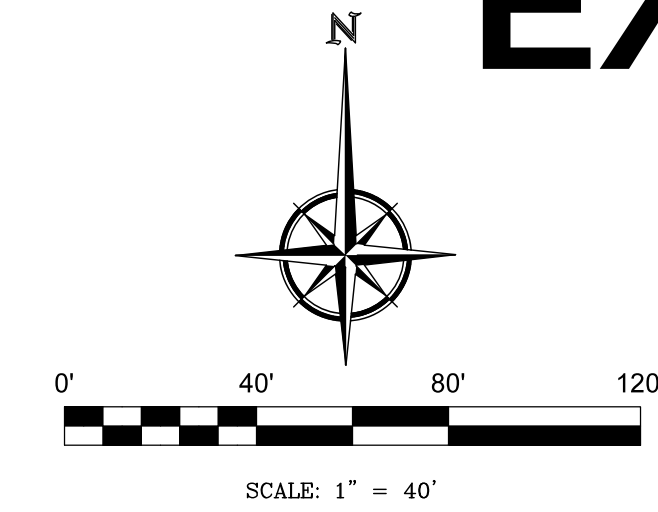
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The basis of bearings shown upon this Plat are derived from GPS observations from the Topcon TopNet Global System Network, Texas State Plane Coordinates, North Central Zone (4702), NAD-83.

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0160J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain.

MONUMENT NOTE:

All lot corner monuments are 1/2 inch diameter rebar, two feet long topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.

PURPOSE STATEMENT:

The purpose of this Replat is to subdivide Lot 1R, Block G, into 2 lots and dedicate a parking easement for the benefit of Lot 2, Block G.

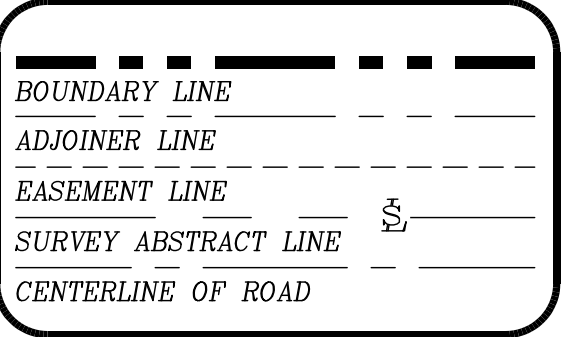
CITY NOTE:

All lots situated in whole or in part within the City's Corporate Limits comply with the minimum size requirements of the governing zoning district and the requirements of the subdivision ordinance.

PARKING EASEMENT NOTE:

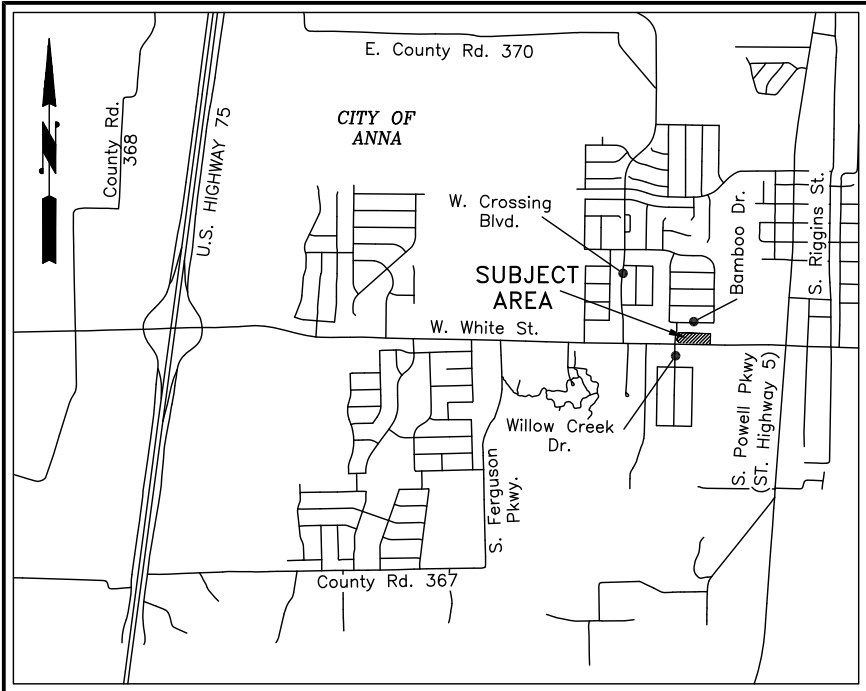
Parking Easement parking spaces are for the benefit of Lot 2, Block G.

LEGEND



VICINITY MAP

Not To Scale



ABBREVIATIONS

Cab. = Cabinet
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
Inst. No. = Instrument Number
D.R.C.C.T. = Deed Records, Collin County, Texas
P.R.C.C.T. = Plat Records, Collin County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
CIRS = 1/2" Iron Set with red cap stamped "RPLS 4701"
W.E. = Water Easement - Vol. 2022, Pg. 922 ~ P.R.C.C.T.

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18°13'00"	215.00'	68.36'	N 10°23'55" E	68.07'
C2	13°44'52"	285.00'	68.38'	N 12°37'59" E	68.22'
C3	19°19'49"	54.57'	18.41'	N 80°31'02" W	18.32'
C4	18°38'05"	30.00'	9.76'	N 80°07'20" W	9.71'
C5	37°34'04"	30.00'	19.67'	S 71°46'36" W	19.32'
C6	77°21'00"	20.00'	27.00'	S 14°19'04" W	25.00'
C7	76°04'16"	20.00'	26.55'	N 12°13'17" W	24.65'
C8	39°00'57"	30.00'	20.43'	N 69°45'53" W	20.04'
C9	84°44'58"	54.00'	79.87'	N 46°53'52" W	72.79'
C10	112°08'27"	30.00'	58.72'	N 60°35'36" W	49.78'
C11	36°39'44"	30.00'	19.20'	S 56°51'19" E	18.87'
C12	73°32'27"	54.00'	69.31'	S 38°24'58" E	64.65'
C13	87°37'37"	30.00'	45.88'	S 45°27'33" E	41.54'
C14	90°00'00"	30.00'	47.12'	N 45°43'39" E	42.43'
C15	90°10'01"	30.00'	47.21'	S 44°21'22" E	42.49'
C16	89°49'53"	30.00'	47.04'	N 45°38'41" E	42.36'
C17	91°57'48"	30.00'	48.15'	S 45°12'22" E	43.15'
C18	3°11'14"	297.12'	16.53'	S 11°18'14" W	16.53'
C19	0°55'41"	295.00'	4.78'	S 19°02'35" W	4.78'
C20	3°25'19"	205.00'	12.24'	S 17°47'45" W	12.24'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°09'17" W	55.37'
L2	N 00°43'39" E	103.82'
L3	S 89°16'21" E	42.57'
L4	N 00°43'39" E	68.51'
L5	N 00°43'39" E	61.16'
L6	S 89°16'21" E	24.00'
L7	S 00°43'39" W	61.19'
L8	S 89°16'16" E	24.00'
L9	S 44°16'21" E	26.88'
L10	N 44°16'21" W	18.54'
L11	N 89°16'21" W	16.89'
L12	N 44°16'21" W	13.05'
L13	N 89°16'21" W	2.25'
L14	N 00°43'39" E	15.00'
L15	S 89°16'21" E	14.97'
L16	S 44°16'21" E	13.05'
L17	S 89°16'21" E	10.68'
L18	S 89°16'21" E	35.00'
L19	S 00°43'39" W	15.00'
L20	N 89°16'21" W	35.00'
L21	N 89°16'21" W	4.84'
L22	N 00°43'39" E	10.00'
L23	S 89°16'21" E	14.95'
L24	N 73°54'50" W	10.00'
L25	N 89°42'36" W	11.61'
L26	N 00°22'33" E	15.21'
L27	S 00°43'39" W	19.55'
L28	N 89°16'21" W	18.50'
L29	N 00°43'39" E	20.50'

SURVEYORS' CERTIFICATE

That I, **Lawrence H. Ringley**, do hereby certify that I have prepared this plat and the field notes shown hereon from an on the ground survey of the land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Anna, Texas.

DATED this the _____ day of _____, 2023.

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

Approved this _____ day of _____, 2023.

Mayor, City of Anna, Texas

City Secretary, City of Anna, Texas

OWNER:

WHITE AND WILLOW-ANNA, LLC
Contact: Bruce Marcus
1717 Pembroke Lane
McKinney, Texas 75072-4796
972-542-1266
b.marcus@terraconstruction.com

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, WHITE AND WILLOW-ANNA, LLC is the owner of that certain tract of land situated in the City of Anna, in the John C. Farris Survey, Abstract No. 331 of Collin County, Texas and being all of Lot 1R, Block G of Willow Creek Addition, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Volume 2022, Page 922, Plat Records, Collin County, Texas (P.R.C.C.T.) and same being described in a deed to White and Willow-Anna, LLC, recorded in Document No. 20220119000099370, Deed Records, Collin County, Texas (D.R.C.C.T.) and said parcel being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped "Dowdy", found on the east right-of-way line of Willow Creek Drive (a 70' wide right-of-way) for the northwest corner of the above described Lot 1R, Block G and same being the southwest corner of Block A of Willow Creek Addition, an addition to the City of Anna, according to the plat thereof, recorded in Cabinet P, Page 405, P.R.C.C.T.;

THENCE: South 89 deg. 16 min. 21 sec. East, departing from said Willow Creek Drive, along the common line of said Lot 1R, Block G and Block A, a distance of 556.55 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "GEER", found for the northeast corner of said Lot 1R, Block G and same being the northwest corner of Lot 1B, Block G of SASM Investments Addition, an addition to the City of Anna, according to the plat thereof, recorded in Volume 2014, Page 544, P.R.C.C.T.;

THENCE: South 00 deg. 43 min. 34 sec. West, along the common line of said Lot 1R, Block G and SASM Investments Addition, a distance of 171.51 feet to a mag nail found on a water meter box cover, on the north right-of-way line of W. White Street (a.k.a. F.M. Road 455 - variable width right-of-way), for the southeast corner of said Lot 1R, from which a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", bears North 00 deg. 43 min. 34 sec. East - 5.00 feet for reference;

THENCE: North 89 deg. 26 min. 22 sec. West, along the north right-of-way line of W. White Street and the south line of said Lot 1R, Block G, a distance of 543.00 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "CBG", found for an angle corner;

THENCE: North 44 deg. 09 min. 17 sec. West, continuing along said right-of-way and said lot line, a distance of 55.37 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped "RPLS 5560", found for corner at the intersection of the north right-of-way line of said W. White Street and the east right-of-way line of the above mentioned Willow Creek Drive and said point being on a non-tangent curve to the left, having a radius of 215.00 feet, a central angle of 18° 13' 00" and a chord that bears North 10 deg. 23 min. 55 sec. East - 68.07 feet;

THENCE: Along the common line of said Willow Creek Drive and said Lot 1R, Block G and with said curve to the right, an arc distance of 68.36 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped "RPLS 5560", found at the point of reverse curve to the left, having a radius of 285.00 feet, a central angle of 13° 44' 52" and a chord that bears North 12 deg. 37 min. 59 sec. East - 68.22 feet;

THENCE: Continuing along said common line and with said curve to the left, an arc distance of 68.38 feet to the POINT OF BEGINNING and containing 97,968 square feet or 2.249 acres of land.

OWNER'S DEDICATION

STATE OF TEXAS)
COUNTY OF COLLIN)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WHITE AND WILLOW-ANNA, LLC, does hereby adopt this Replat designating the herein above described property as **WILLOW CREEK ADDITION, PHASE 1B, LOTS 1R AND 2, BLOCK G**, being a replat of Lot 1R, Block G, Willow Creek Addition, Phase 1B, recorded in Volume 2022, Page 922, Plat Records, Collin County, Texas and described in a deed to White and Willow-Anna, LLC, recorded in Document Number 20220119000099370, of the Deed Records of Collin County, Texas (D.R.C.C.T.), do hereby dedicate to the public use forever, the streets and easements shown hereon for the purpose as indicated. The Easement, Drainage, Mutual Access and Utility Easement being hereby dedicated for the mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the City of Anna and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, inspecting, patrolling, maintaining, adding to or removing all or parts of its respective systems, without the necessity at any time, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS MY HAND IN COLLIN COUNTY, TEXAS, this the _____ day of _____, 2023.

Bruce Marcus
Owner

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 **BRUCE MARCUS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public, State of Texas

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

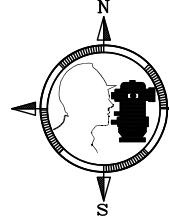
APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

REPLAT

LOTS 1R AND 2, BLOCK G
WILLOW CREEK ADDITION
PHASE 1B
2.249 Acres

a replat of
Lot 1R, Block G, Willow Creek Addition, Phase 1B,
recorded in
Volume 2022, Page 922, Plat Records, Collin County, Texas
situated in the
John C. Farris Survey, Abstract No. 331
City of Anna, Collin County, Texas

Date of Preparation: 02/16/2023



RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee Street McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Reed	01/06/2021	1" = 40'	17003	17003-FP.DWG	1 of 1



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2, Revised Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Retail and restaurant on two lots on 2.2± acres located at the northeast corner of W. White Street and Willow Creek Drive. Zoned C-1 Restricted Commercial (C-1).

The purpose of the Revised Site Plan is to show the existing and proposed retail and restaurant developments and related site improvements on two lots.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Revised Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances.

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

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2 Revised Site Plan Locator Map
2. RESOLUTION - (RSP) Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2
3. EXHIBIT A - STAMPED RSP (Willow Creek Addn, Ph 1B, Bl G, Lts 1R & 2)

Revised Site Plan - Willow Creek Addition, Phase 1B, Block G, Lots 1R & 2



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R & 2, REVISED 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, Marcus Property Company LLC has submitted an application for the approval of the Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2, Revised Site Plan; and

WHEREAS, Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2, Revised Site Plan 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 Revised Site Plan

The City Council hereby approves the Willow Creek Addition, Phase 1B, Block G, Lot 1R & 2, Revised 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 14th day of March, 2023.

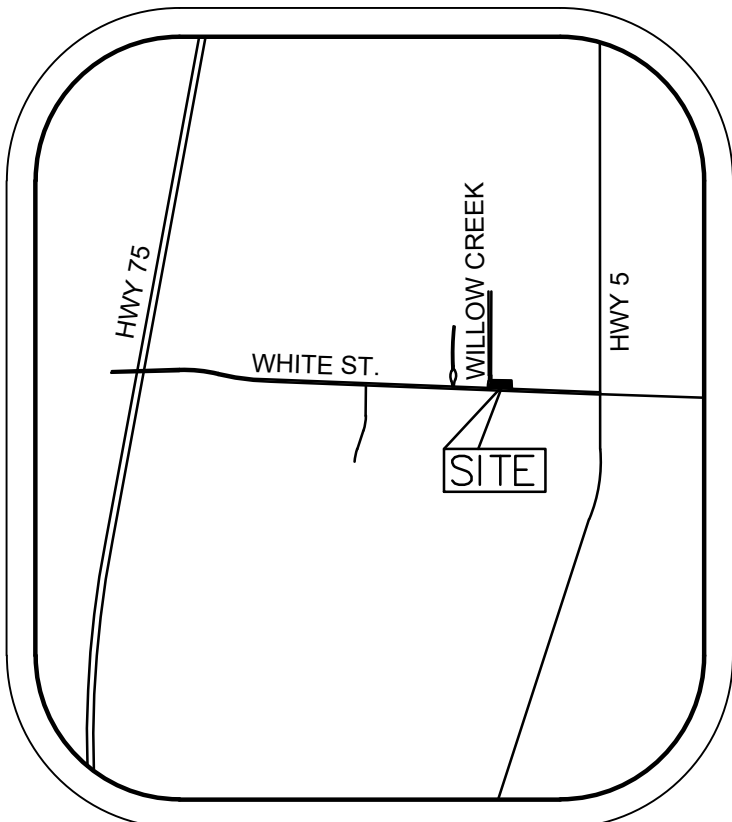
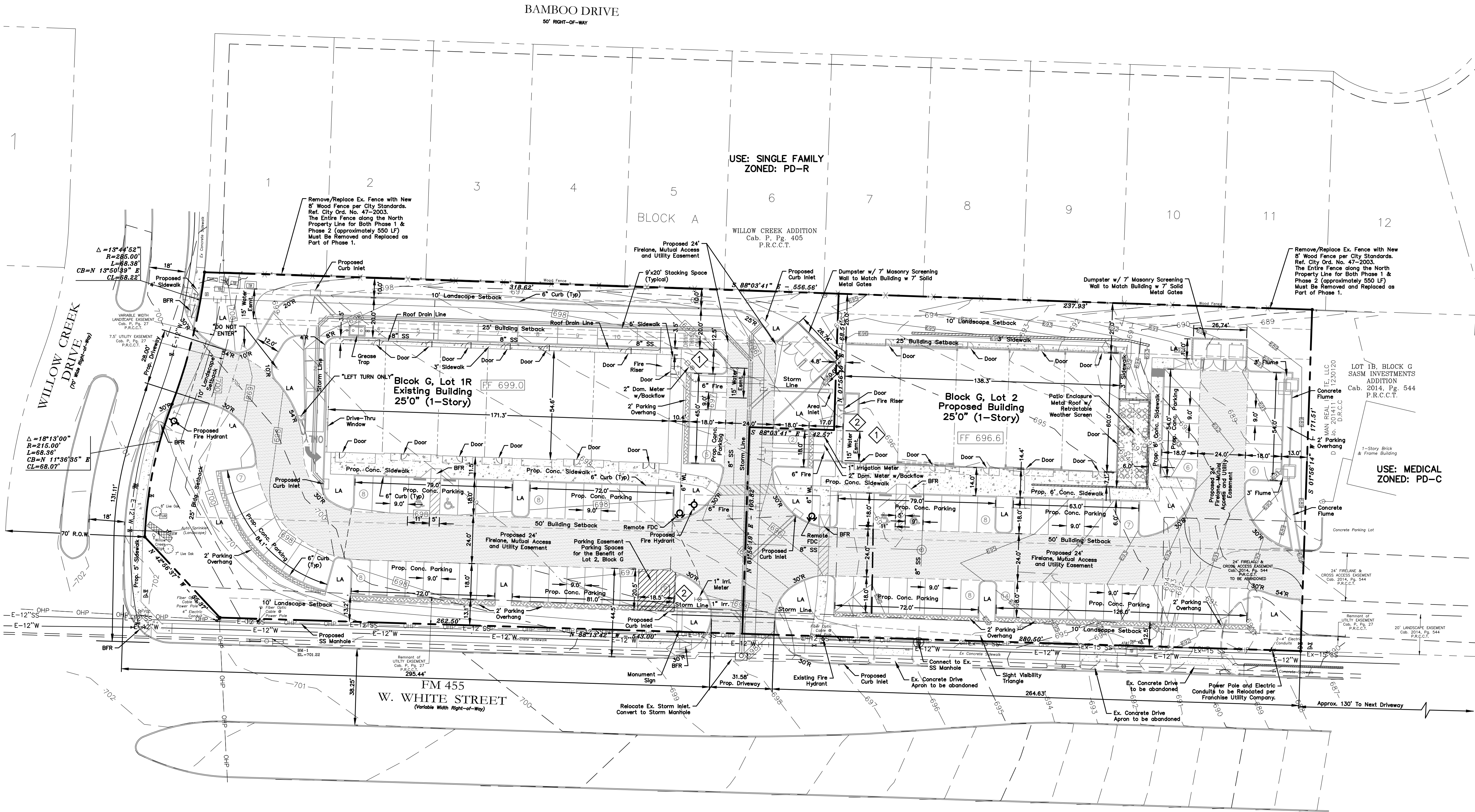
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Contour
 - Existing Contour
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp
 - Landscape Area

SYNOPSIS

Address: 628 W. White Street
Anna, Texas 75409

Zoning: PD-C-1 (Ord. No. 47-2003)
& THOR Overlay District

Proposed Use: Retail, Alcoholic Beverage Store, Restaurant, Medical

Lot 1R Area: 1.209 Acres (52,661 sf)

Lot 2 Area: 1.040 Acres (45,305 sf)

Total Lot Area: 2.249 Acres (97,966 sf)

Building Areas: Lot 1 Building 9,324 sf
Lot 2 Building 8,920 sf (8,300 sf Bldg. + 620 sf Patio)

Lot 1R Coverage: 17.71%

Floor Area Ratio: 0.17 : 1

Lot 2 Coverage: 19.69%

Floor Area Ratio: 0.20 : 1

Building Height: Lot 1R 25'-0" (1-Story)
Lot 2 25'-0" (1-Story)
Patio Enclosure 20'-0"

Lot 1R Building Required Parking: Restaurant-Take Out (1,517 sf) 3 spaces per 1,000 = 5 Spcs.
Alcoholic Beverage Store (1,492 sf) 4 spaces per 1,000 = 6 Spcs.
Retail (1,302 sf) 4 spaces per 1,000 = 6 Spcs.
Medical (5,013 sf) 5 spaces per 1,000 = 26 Spcs.

Lot 2 Building Required Parking: Retail (6,120 sf) 4 spaces per 1,000 = 25 Spcs.
Restaurant (2,800 sf) 10 spaces per 10,000 = 28 Spcs.

Lot 1R Parking Required Total: (43 Parking Spaces)

Parking Provided Total: (43 Parking Spaces) 2 Handicap Spcs.

Lot 2 Parking Required Total: (53 Parking Spaces)

Parking Provided Total: (53 Parking Spaces) 2 Handicap Spcs.

Overall Parking Required Total: (96 Parking Spaces)

Overall Parking Provided Total: (96 Parking Spaces) 4 Handicap Spcs.

Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

WATER METER CHART			
No.	Meter Type	Size	Quantity
1	Domestic Meter	2"	2
2	Irrigation Meter	1"	2

FLOOD ZONE NOTE:
This Surveyor has reviewed Flood Insurance Rate Map No. 48065C01060 (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain.

Landscape Area

Required Internal LS Area (8 SF/Space):

Lot 1R (43 spaces) = 344 SF
Lot 2 (53 spaces) = 424 SF

Additional Internal LS Area Provided:

Lot 1R = 14,704 SF
Lot 2 = 12,039 SF

Total Landscape Area:

Lot 1R = 15,048 SF
Lot 2 = 12,463 SF

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

PREPARED DATE: 2/15/2023

Issue Dates: Revisions: Date:

1	1	
2	2	
3	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia Street
McKinney, Texas 75069
972.562.4409

McKinney, Texas 75069
Texas P.E. Firm No. F-3935

Drawn By: C.E.C.I. Checked By: C.E.C.I. Scale: 1"=30'



REVISED SITE PLAN

WILLOW CREEK RETAIL CENTER PH. 2

WILLOW CREEK ADDITION

PHASE 1B, BLOCK G, LOT 1R & 2

2.249 ACRES JOHN C. FARRIS SURVEY, ABSTR. NO. 331

CITY OF ANNA, COLLIN COUNTY, TEXAS

Sheet No.
SP

Project No.
22011



Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anna Station, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

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. Zoned: Planned Development (Ord. No. 1022-2022).

The purpose of the Preliminary Plat is to propose right-of-way, lot and block boundaries and easements necessary for the future construction of the multiple-family residential development.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Preliminary Plat is in conformance with the adopted Planned Development standards and the city's Subdivision Regulations and Zoning Ordinances.

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

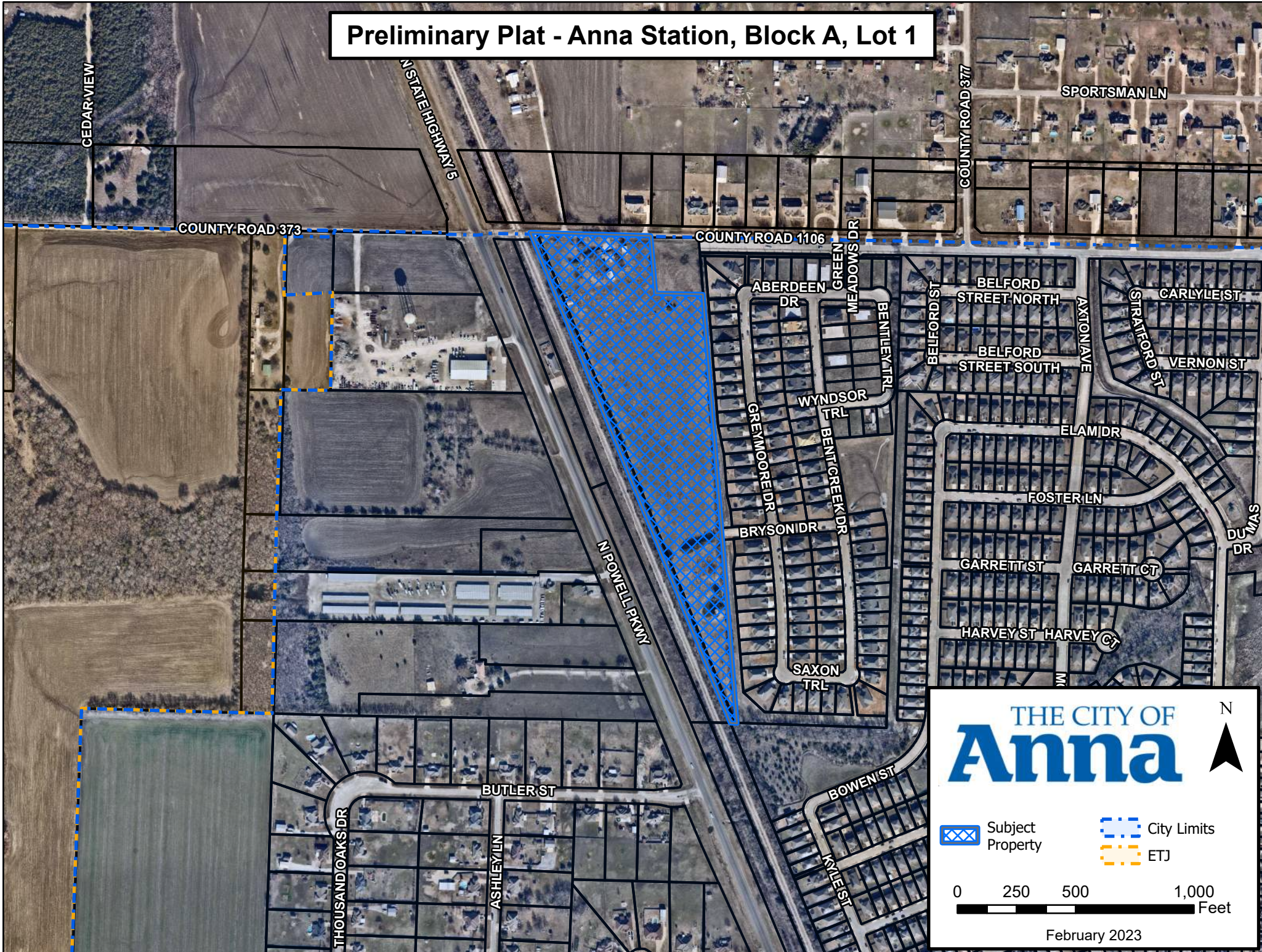
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

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

Preliminary Plat - Anna Station, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA STATION, BLOCK A, LOT 1, PRELIMINARY PLAT

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

WHEREAS, Anna 1340 Holding LLC has submitted an application for approval of the Anna Station, Block A, Lot 1, Preliminary Plat; and

WHEREAS, Anna Station, Block A, Lot 1, Preliminary 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 Preliminary Plat

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of March, 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.p.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Chambers Grove, Revised Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

665 Single-family dwelling, detached lots, one multiple-family residence lot, and 14 common area lots on 267± acres located on the east side of future Hardin Road (CR 206), 800± feet north of W. County Road 281. Zoned Extraterritorial Jurisdiction (ETJ).

The purpose of the Revised Preliminary Plat is to modify proposed rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached and multiple-family residential development.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

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

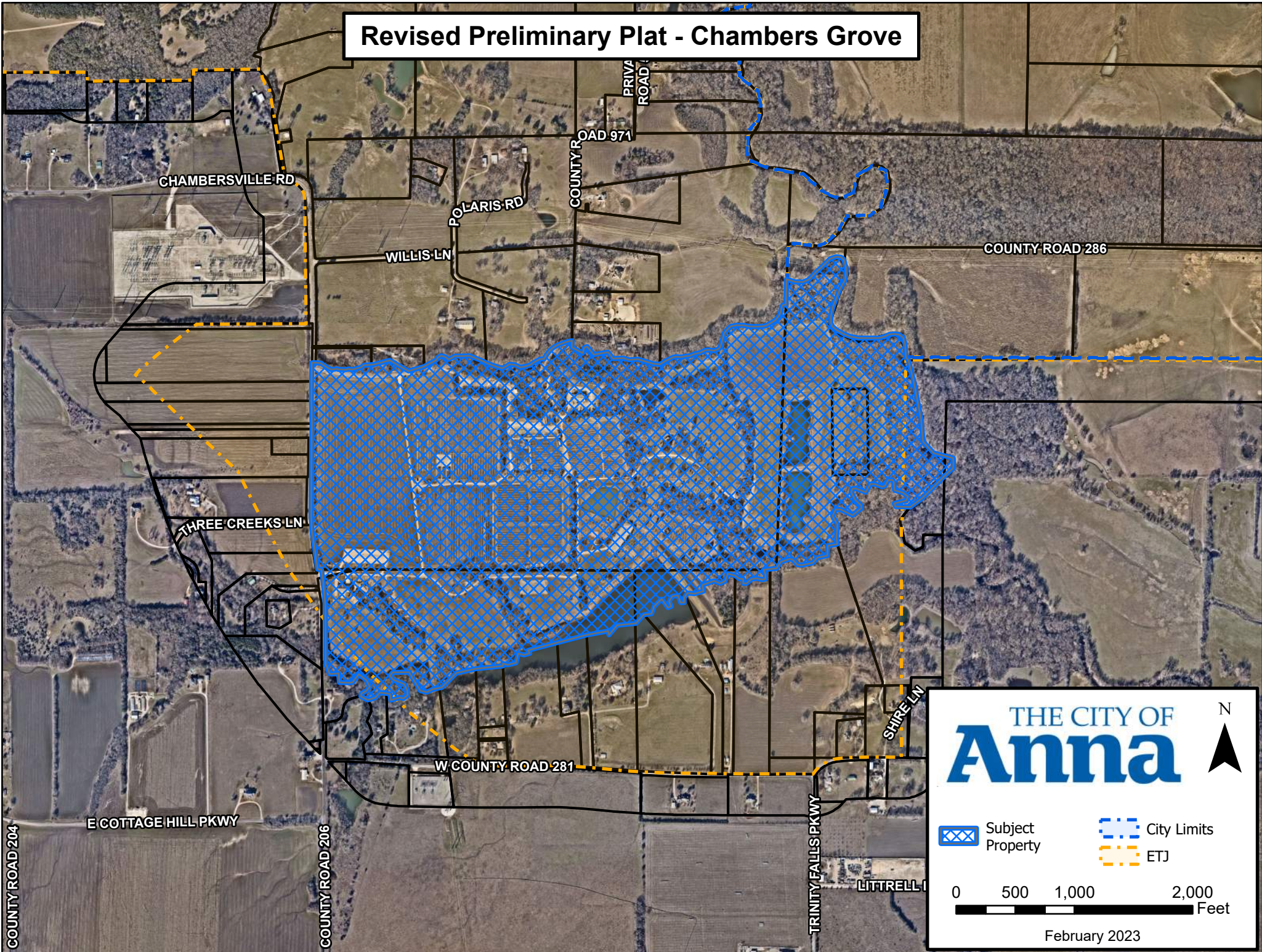
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Chambers Grove Locator Map
2. RESOLUTION - (RPP) Chambers Grove
3. EXHIBIT A - STAMPED RPP (Chambers Grove)

Revised Preliminary Plat - Chambers Grove

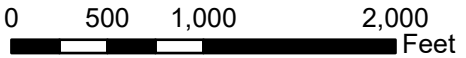


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



February 2023

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CHAMBERS GROVE, REVISED PRELIMINARY PLAT.

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

WHEREAS, Stratford Group has submitted an application for the approval of Chambers Grove, Revised Preliminary Plat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Revised Preliminary Plat.

The City Council hereby approves Chambers Grove, Revised Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14h day of March, 2023.

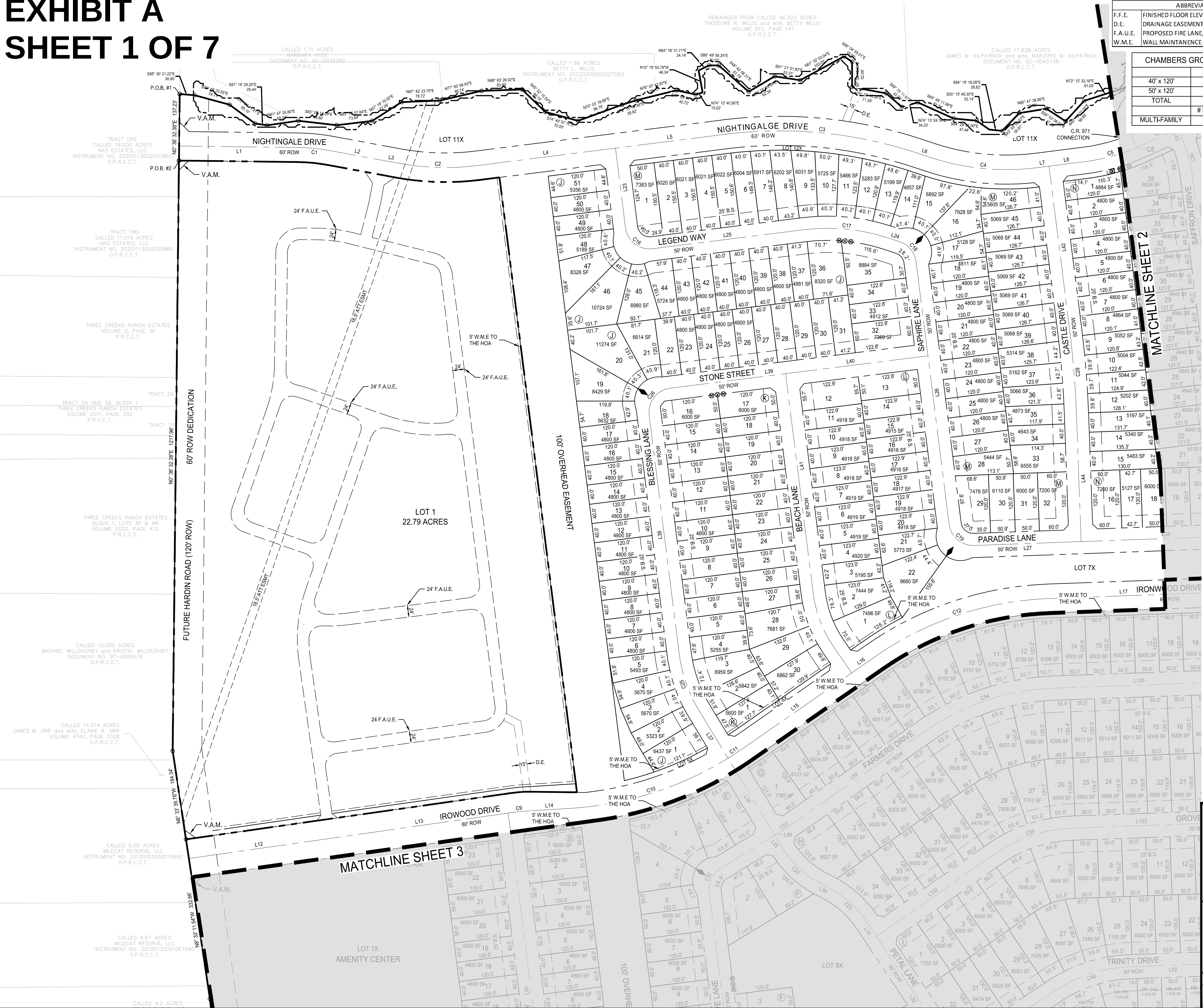
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

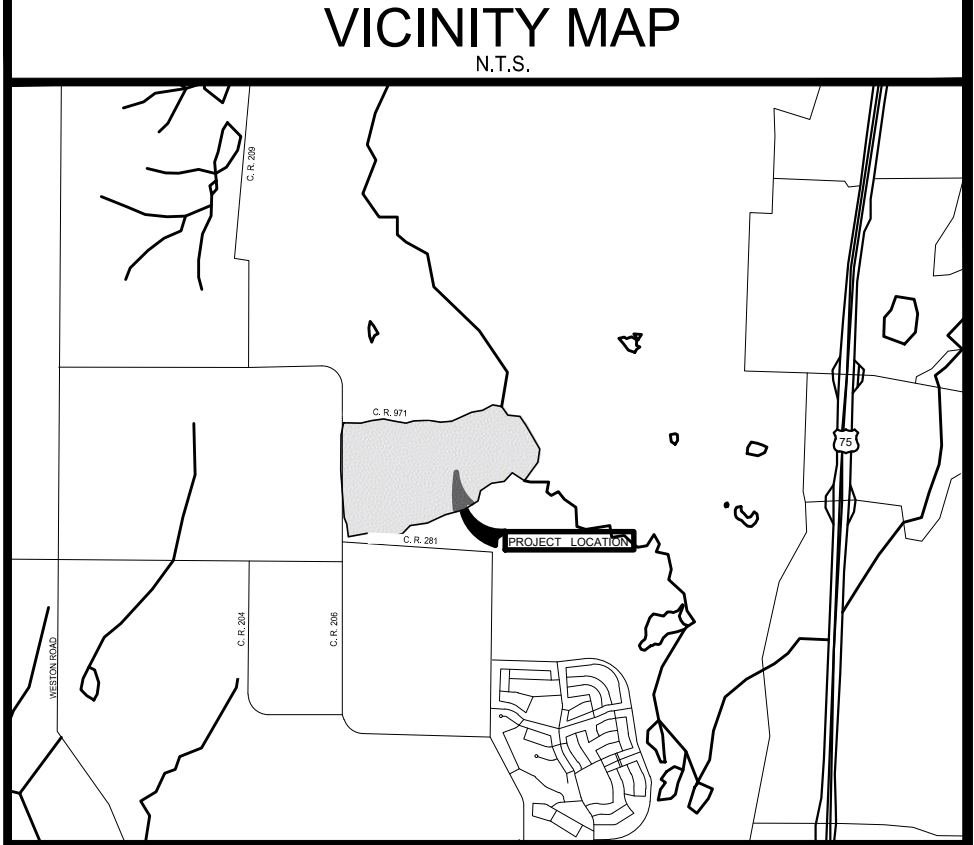
Mayor, Nate Pike

EXHIBIT A
SHEET 1 OF 7



ABBREVIATION TABLE			
F.F.E.	FINISHED FLOOR ELEVATION		
D.E.	DRAINAGE EASEMENT		
F.A.U.E.	PROPOSED FIRE LANE, ACCESS, AND UTILITY EASEMENT		
W.M.E.	WALL MAINTENANCE EASEMENT TO THE HOA		

CHAMBERS GROVE LOT TABULATION			
	# LOTS	%	
40' x 120'	316	48%	
50' x 120'	345	52%	
TOTAL	661		
	# BUILDINGS	# UNITS	
MULTI-FAMILY	133	266	



0 100' 200'

SCALE: 1" = 100'

LEGEND

--- PROPERTY LINE

- - - PROPOSED DRAINAGE EASEMENT

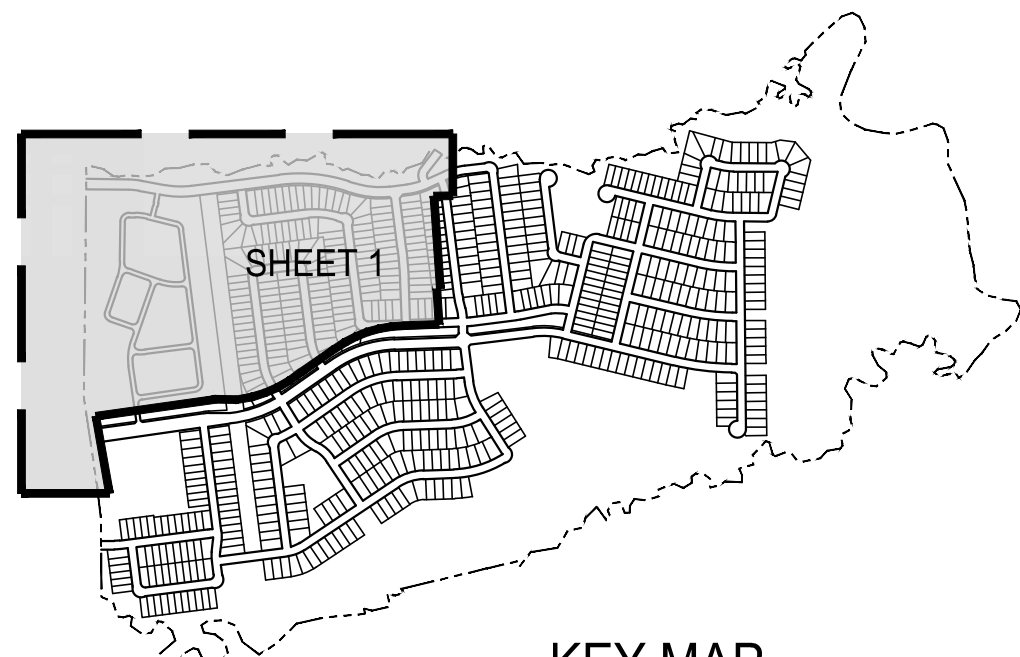
- - - PROPOSED 5' W.M.E.

--- 100' YR FLOODPLAIN BOUNDARY

⊗ PROP. LOCATION OF MAIL KIOSKS

◆ STREET NAME CHANGE

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10"x10", EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25"x25".
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



KEY MAP

N.T.S.

APPROVED

March 6, 2023

P&Z COMMISSION

CITY OF ANNA

APPROVED

March 14, 2023

CITY COUNCIL

CITY OF ANNA

A PRELIMINARY PLAT AMENDMENT FOR
CHAMBERS GROVE

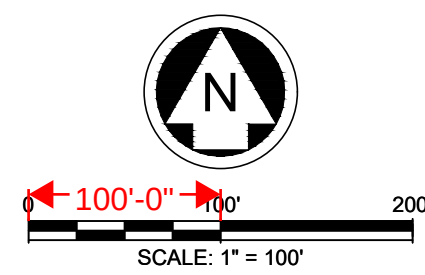
267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS, 1 MULTIFAMILY RESIDENCE LOT AND 144 COMMON LOTS

ANNA ETJ, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR			
NAME: STRATFORD LAND		PELOTON LAND SOLUTIONS			
ADDRESS: 5949 SHERRY LANE #800					
DALLAS, TEXAS 75225					
PHONE: (214)-239-2356					
FAX: NA					
CONTACT: DAVIS WIGGINS		DESIGNED: DAK			
EMAIL: DWIGGINS@STRATFORDLAND.COM		SHEET			
DATE: FEBRUARY 2023		DRAWN: MML			
PELOTON PROJECT #: STR22001		REVIEWER: GSB			
CITY CASE #:		1 OF 15			

Drawing: J:\chambers\22001 Chambers Grove\Drawings\22 Preliminary\22001 CPLAT
Last Saved: 2/22/2023 9:16 AM
Plot Date/Time: 2/22/2023 9:16 AM

Drawing: J:\Job\STR22001_ Chambers Grove3_ Design\32_ Entitlements\322_Preliminary\Plan\STR22001-C-PPLAN1
Last Saved by: SBurlingame
Last Saved: 2/22/2023 10:45 AM
Plot Date/Time: 2/22/2023 10:46 AM



	PROPERTY LINE
	PROPOSED DRAINAGE EASEMENT
	PROPOSED 5' W.M.E.
	100' YR FLOODPLAIN BOUNDARY
	PROP. LOCATION OF MAIL KIOSKS
	STREET NAME CHANGE

- NOTES:
1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 2. ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
 3. ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 4. THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 5. A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



APPROVED March 6, 2023 P&Z COMMISSION CITY OF ANNA	APPROVED March 14, 2023 CITY COUNCIL CITY OF ANNA
---	---

267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS, 115.75 TOTAL ACRES OF LAND AND 10.5 ACRES OF WATER.

ANNA ETJ, COLLIN COUNTY, TEXAS

<u>OWNER / DEVELOPER</u> NAME: STRATFORD LAND ADDRESS: 5949 SHERRY LANE #800 DALLAS, TEXAS 75225 PHONE: (214)-239-2356 FAX: NA CONTACT: DAVIS WIGGINS EMAIL: DWIGGINS@STRATFORDLAND.COM
--

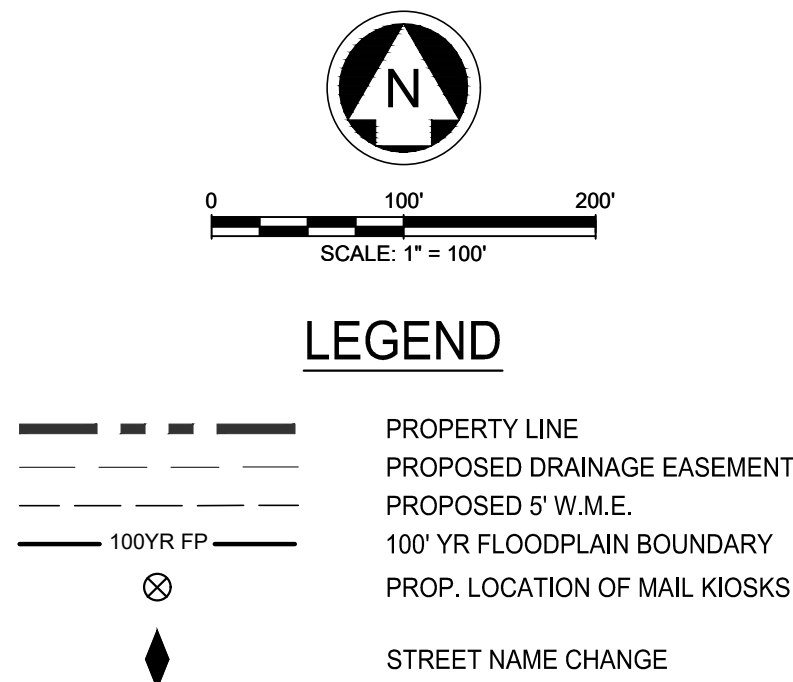
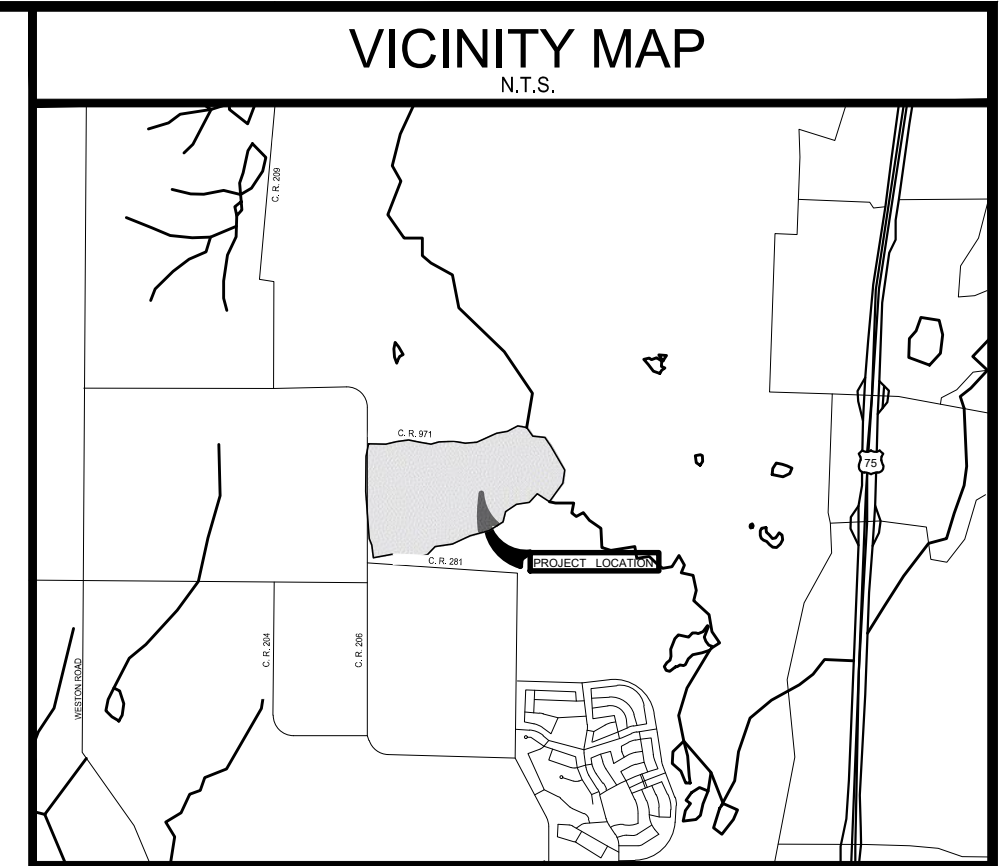
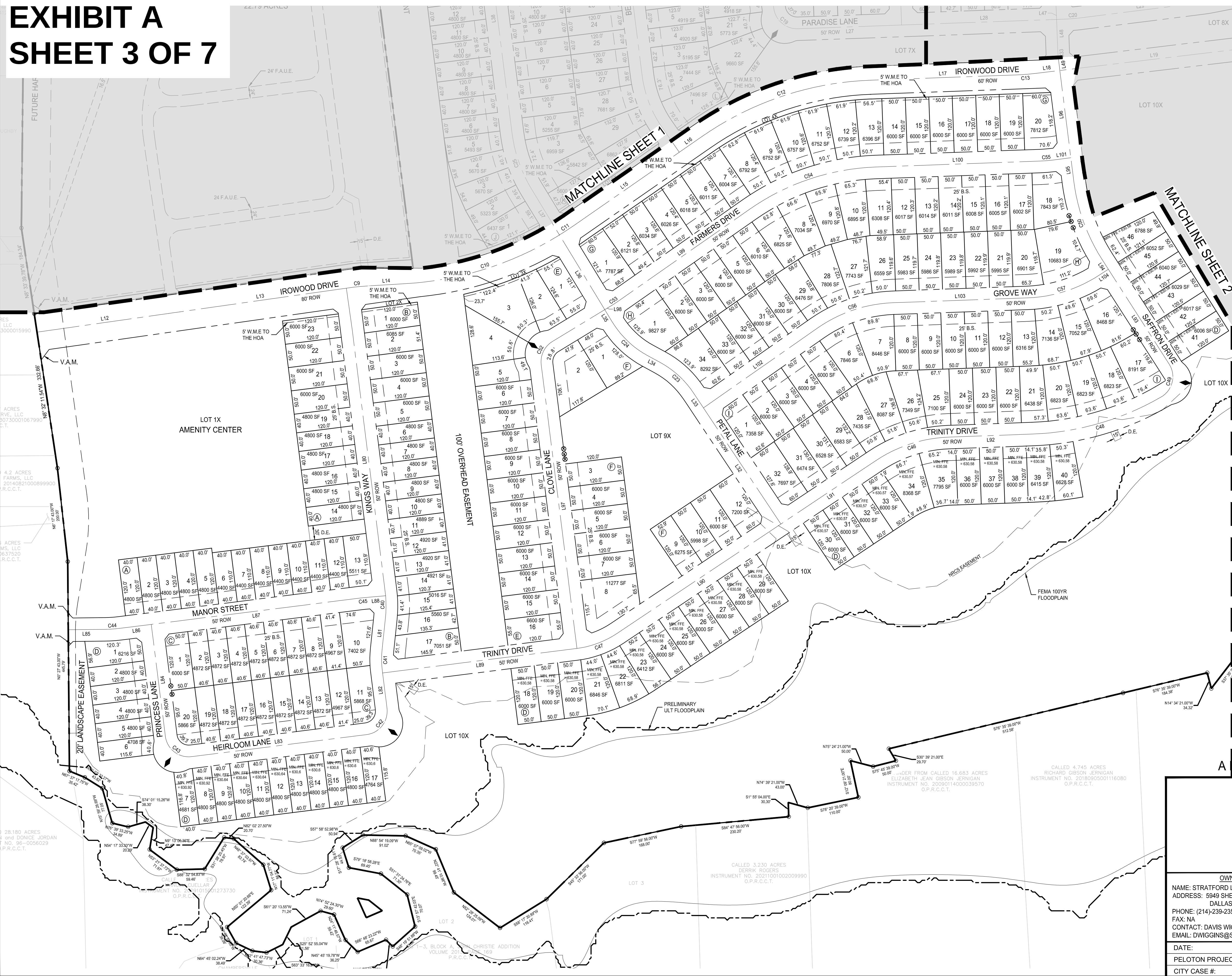
PLANNER / ENGINEER / SURVEYOR

 **PELTON**
LAND SOLUTIONS

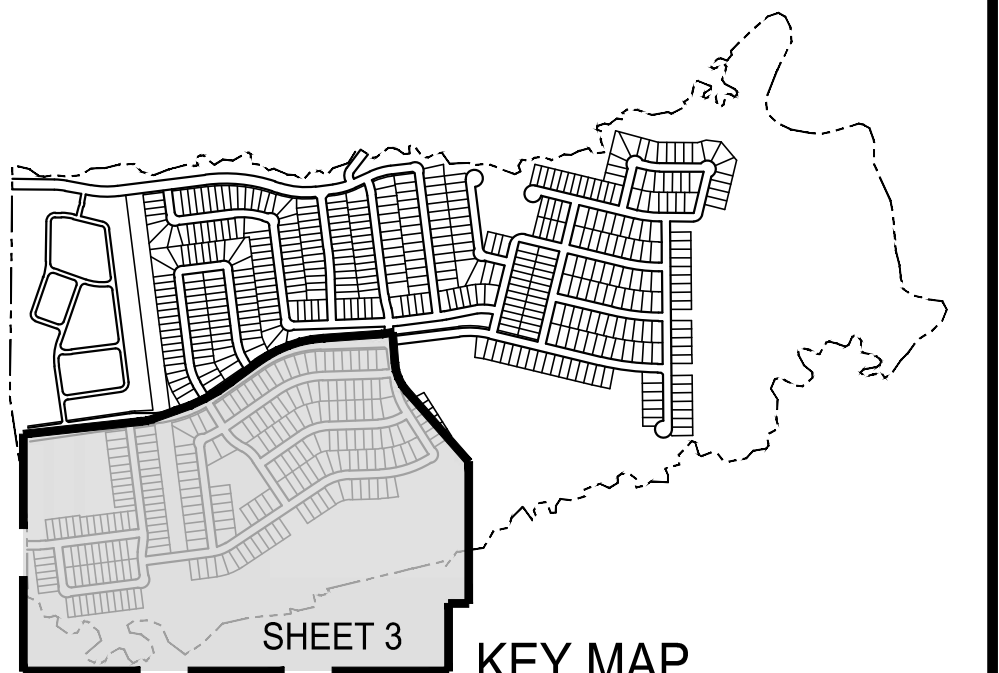
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

DESIGNED: DAK	SHEET 2 OF 15
DRAWN: MML	
REVIEWER: GSR	

EXHIBIT A
SHEET 3 OF 7



- NOTES:
1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 2. ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
 3. ALL CURB RADIi AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 4. THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 480805C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 480805C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 480805C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 5. A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT AMENDMENT FOR
CHAMBERS GROVE

267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS.

ANNA ETJ, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER
NAME: STRATFORD LAND
ADDRESS: 5949 SHERRY LANE #800
DALLAS, TEXAS 75225
PHONE: (214)-239-2356
FAX: NA
CONTACT: DAVIS WIGGINS
EMAIL: DWIGGINS@STRATFORDLAND.COM

PLANNER / ENGINEER / SURVEYOR

PELTON

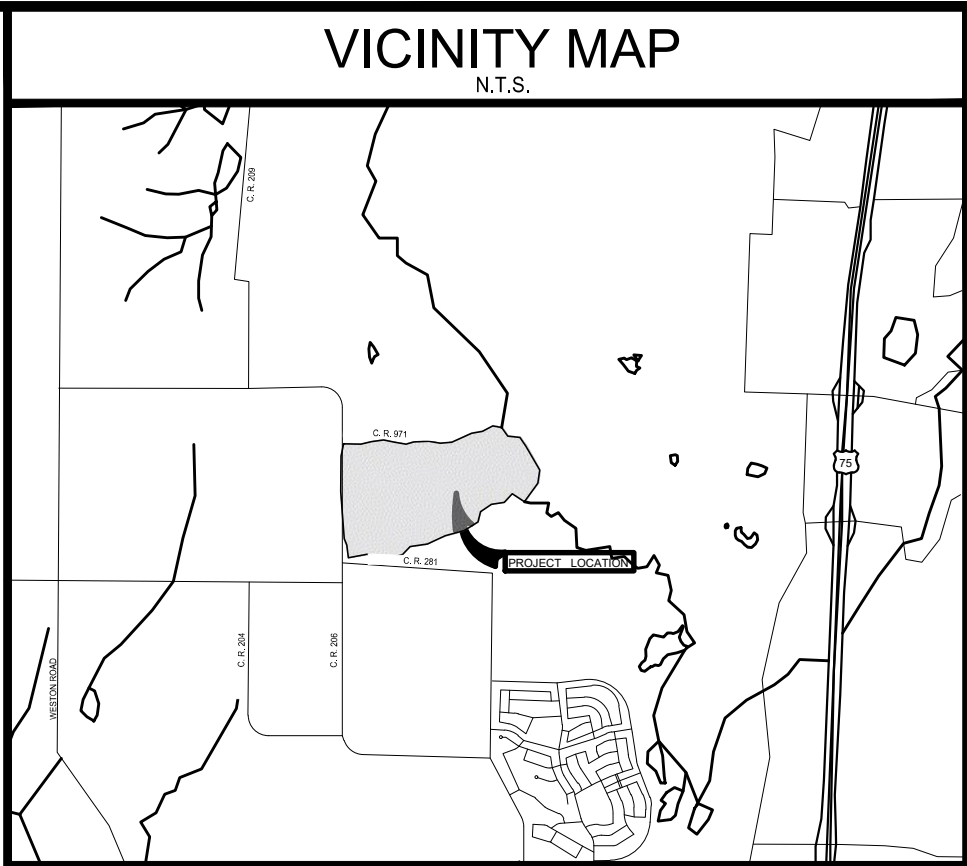
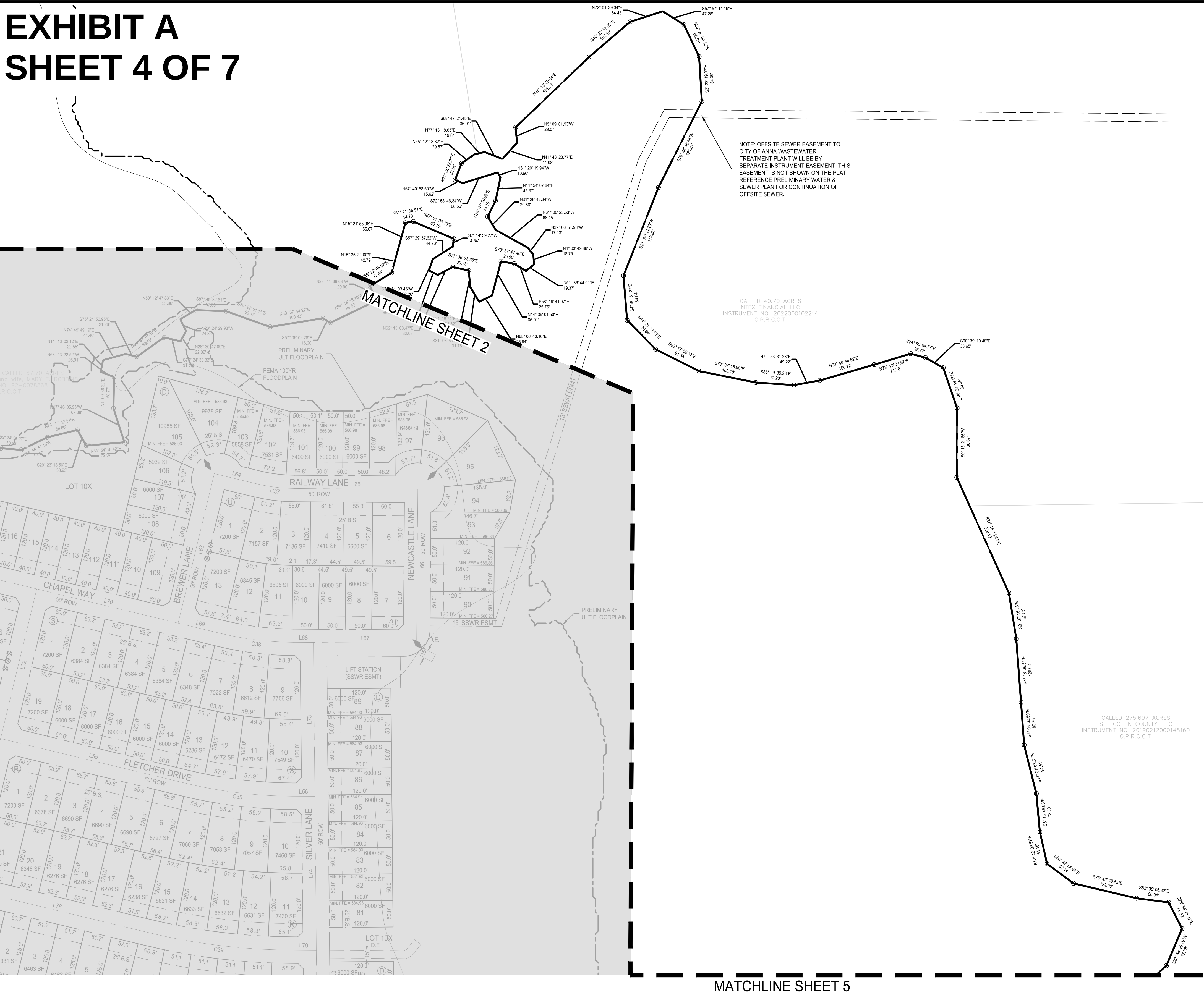
LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
 11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
 FRISCO OFFICE PHONE: (469) 213-1800

DATE:	FEBRUARY 20
PELTON PROJECT #:	STR22001
CITY CASE #:	

DESIGNED: DAK	SHEET 3 OF 1
DRAWN: MML	
REVIEWER: GSB	

EXHIBIT A
SHEET 4 OF 7

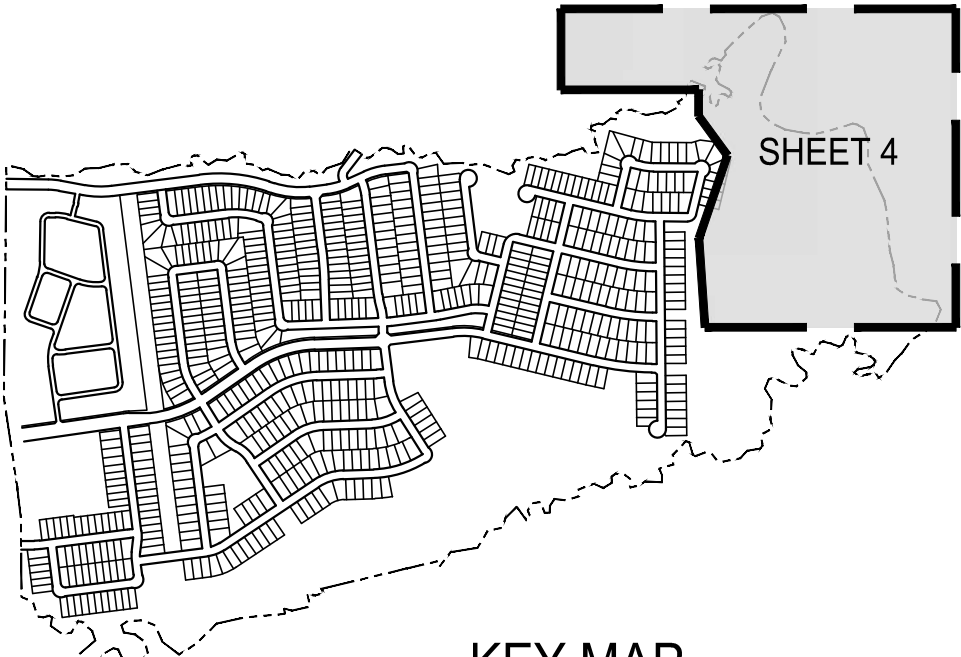


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED 5' W.M.E.
- 100' YR FLOODPLAIN BOUNDARY
- PROP. LOCATION OF MAIL KIOSKS
- STREET NAME CHANGE

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10"x10", EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25"x25".
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCE MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



KEY MAP
N.T.S.

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT AMENDMENT FOR

CHAMBERS GROVE

267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS, 1 MULTIFAMILY RESIDENCE LOT AND 145 COMMON LOTS

ANNA ETJ, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: STRATFORD LAND ADDRESS: 5949 SHERRY LANE #800 DALLAS, TEXAS 75225 PHONE: (214)-239-2356 FAX: NA CONTACT: DAVIS WIGGINS EMAIL: DWIGGINS@STRATFORDLAND.COM		 PELOTON LAND SOLUTIONS TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033 FRISCO OFFICE PHONE: (469) 213-1800	
DATE:	FEBRUARY 2023	DESIGNED: DAK	SHEET
PELOTON PROJECT #:	STR22001	DRAWN: MML	4 OF 15
CITY CASE #:		REVIEWER: GSB	

Drawing: J:\Job\STR22001_Chambres Grove\3_Design\32_Enfillements\322_Preliminary\Hair\STR22001-C-PLANT
Last Saved by: SBurlingame
Last Saved: 2/22/2023 10:45 AM
Plot Date/Time: 2/22/2023 10:47 AM

MATCHLINE SHEET 4



- NOTES:
1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 2. ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25'x25'.
 3. ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 4. THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 5. A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.



APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

CHAMBERS GROVE

267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS, 115.75 TOTAL ACRES, 100% OF WHICH ARE INDIVIDUALLY OWNED LOTS.

ANNA ETJ, COLLIN COUNTY, TEXAS

CHAMBERS GROVE - PRELIMINARY PLAT

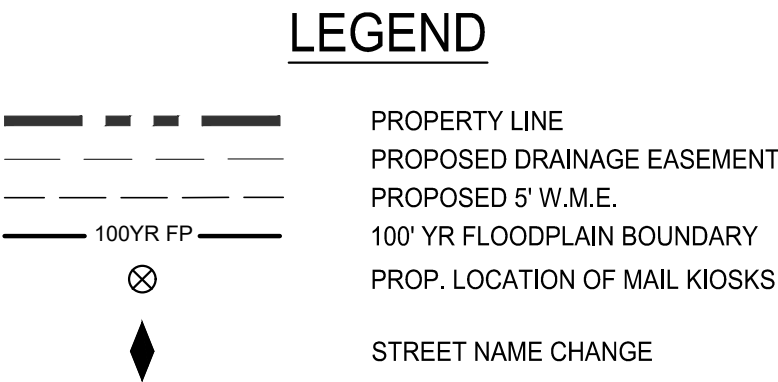
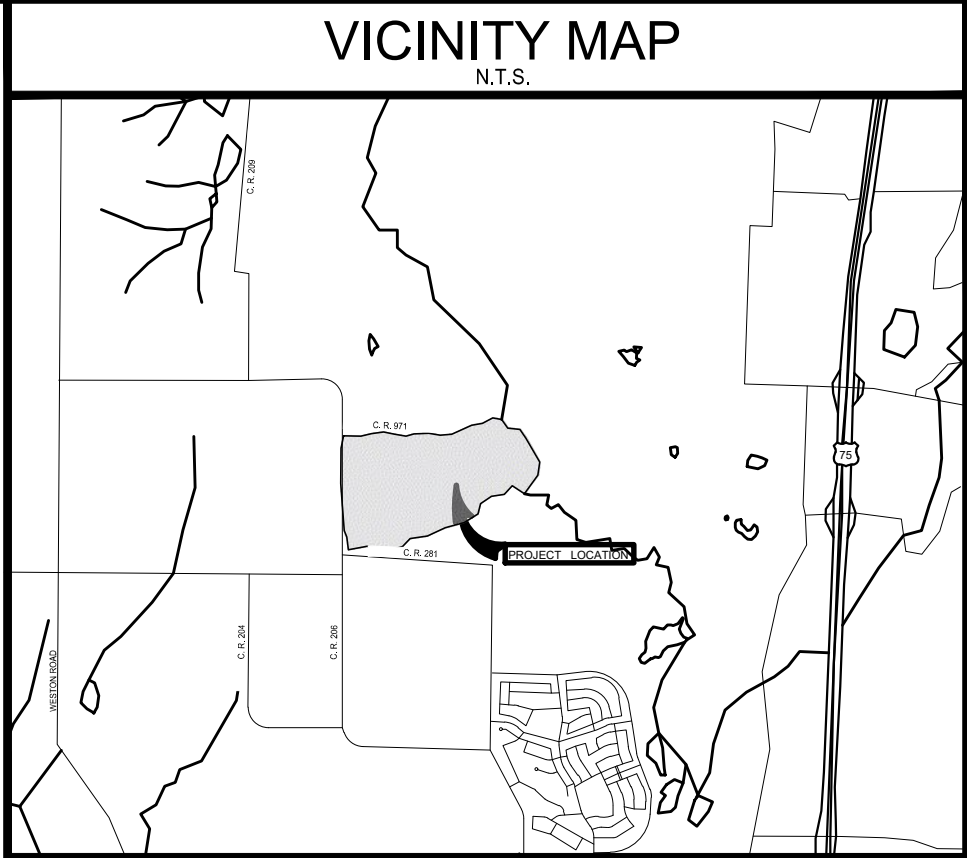
EXHIBIT A
SHEET 6 OF 7

STREET CENTERLINE LINE TABLES

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	244.219	S89° 16' 17.30"E
L2	108.718	S79° 31' 19.31"E
L3	33.080	S79° 31' 19.31"E
L4	287.428	N82° 47' 22.38"E
L5	228.156	N82° 49' 10.73"E
L6	30.675	S71° 45' 10.27"E
L7	25.750	N82° 49' 10.73"E
L8	74.686	N82° 49' 10.73"E
L9	82.822	N65° 26' 28.41"E
L10	31.981	N65° 26' 28.41"E
L11	107.806	S82° 49' 10.73"W
L12	294.184	N81° 54' 07.84"E
L13	374.193	N81° 54' 07.84"E
L14	84.685	N86° 31' 33.37"E
L15	272.902	N55° 12' 32.75"E
L16	59.575	N55° 12' 32.75"E
L17	308.817	N87° 55' 55.90"E
L18	53.675	N83° 11' 50.16"E
L19	406.137	N83° 11' 50.16"E
L20	305.971	S76° 24' 23.62"E
L21	356.582	S76° 24' 23.62"E
L22	54.802	S89° 35' 28.37"E
L23	165.491	S7° 10' 49.27"E
L24	24.416	S71° 45' 10.27"E
L25	313.884	N82° 50' 48.52"E
L26	545.912	S7° 10' 49.28"E
L27	220.915	N87° 55' 55.90"E
L28	351.940	N87° 55' 55.90"E
L29	263.824	N82° 49' 10.73"E
L31	24.395	S76° 24' 23.62"W
L32	297.115	N33° 43' 16.78"W
L33	38.580	N33° 43' 16.78"W
L34	30.020	N61° 30' 01.21"W
L35	30.445	N31° 17' 20.54"W
L36	185.837	N31° 17' 20.54"W
L37	114.648	N31° 17' 20.54"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L38	495.080	N7° 10' 49.27"W
L39	535.976	N82° 50' 48.52"E
L40	535.976	N82° 50' 48.52"E
L41	456.650	S7° 10' 49.27"E
L42	339.229	S7° 10' 49.27"E
L43	26.109	N24° 33' 31.59"W
L44	260.218	S2° 04' 04.10"E
L45	583.895	S7° 10' 49.27"E
L46	52.572	S13° 32' 41.74"E
L47	18.005	S2° 04' 04.10"E
L48	60.425	S2° 04' 04.10"E
L49	23.689	S6° 48' 09.84"E
L50	830.000	N7° 10' 49.27"W
L51	143.289	S13° 35' 36.38"W
L52	291.711	S13° 35' 36.38"W
L53	105.000	S13° 35' 36.38"W
L54	240.000	S76° 24' 23.62"E
L55	356.582	S76° 24' 23.62"E
L56	42.726	S89° 35' 28.37"E
L57	146.659	N76° 24' 23.62"W
L58	367.842	N7° 10' 49.27"W
L59	24.999	S82° 49' 10.73"W
L60	300.000	S13° 35' 36.38"W
L61	290.000	S13° 35' 36.38"W
L62	290.000	S13° 35' 36.38"W
L63	290.000	N13° 35' 36.38"E
L64	82.587	S76° 24' 23.62"E
L65	232.384	S89° 35' 28.37"E
L66	290.000	N0° 24' 31.63"E
L67	194.475	S89° 35' 28.37"E
L69	82.587	S76° 24' 23.62"E
L70	273.995	S76° 24' 23.62"E
L71	375.000	S76° 24' 23.62"E
L72	24.973	N13° 35' 36.38"E
L73	290.040	N0° 32' 33.93"W
L74	290.040	N0° 32' 33.93"W
L75	299.778	N0° 32' 33.93"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L76	375.000	N0° 32' 33.93"W
L77	25.000	N89° 27' 26.07"E
L80	565.184	N7° 10' 49.27"W
L81	66.617	N6° 02' 35.51"E
L82	80.013	N7° 10' 49.27"W
L83	375.595	N82° 49' 10.73"E
L84	240.000	S7° 10' 49.27"E
L85	77.028	S89° 21' 46.66"W
L86	66.037	S82° 49' 10.73"W
L87	448.637	S82° 49' 10.73"W
L88	44.264	S85° 02' 43.50"W
L89	416.440	S82° 49' 10.73"W
L90	419.472	S56° 16' 43.22"W
L91	242.542	S56° 16' 43.22"W
L92	178.114	S87° 55' 54.17"W
L93	239.551	N32° 41' 12.03"W
L94	24.671	N32° 41' 12.03"W
L95	50.860	N7° 10' 49.27"W
L96	187.236	N7° 10' 49.27"W
L97	608.942	S7° 10' 49.27"E
L98	19.712	N58° 42' 39.46"E
L99	342.518	N55° 01' 52.28"E
L100	350.517	N87° 55' 54.17"E
L101	38.750	N82° 49' 10.73"E
L102	296.171	N55° 01' 52.28"E
L103	286.301	N87° 55' 54.17"E
L104	33.825	N57° 18' 47.97"E



- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 10"x10", EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 25"x25".
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG HARDIN ROAD WHERE THEY WILL BE 50'.
 - THIS PROPERTY FALLS IN ZONE X AND ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0145J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0155J MAP REVISION JUNE 2, 2009 PANEL NO. 48085C0165J MAP REVISION JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCE MANAGEMENT AGENCY.
 - A 5' WALL MAINTENANCE EASEMENT TO THE HOA HAS BEEN PROVIDED WITHIN THE SINGLE-FAMILY LOTS ALONG IRONWOOD DRIVE, NIGHTINGALE DRIVE, AND FUTURE HARDIN ROAD.

STREET CENTERLINE CURVE TABLES

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	S84° 23' 48.30"E	67.98	68.064	400.00	68.06
C2	S88° 17' 55.17"E	162.72	163.352	536.45	163.35
C3	S84° 27' 59.77"E	396.14	399.414	900.00	399.41
C4	S84° 27' 59.77"E	220.08	221.897	500.00	221.90
C5	N74° 51' 32.92"E	110.79	111.150	400.00	111.15
C6	N66° 10' 11.76"E	10.17	10.175	400.00	10.17
C7	S74° 07' 49.57"W	120.86	121.324	400.00	121.32
C8	N52° 10' 49.27"W	70.71	78.540	50.00	78.54
C9	N84° 12' 50.60"E	40.34	40.350	500.00	40.35
C10	N72° 23' 17.55"E	341.96	345.450	700.00	345.45
C11	N56° 43' 47.24"E	37.15	37.157	700.00	37.16
C12	N71° 34' 14.32"E	377.47	382.654	670.00	382.65
C13	N85° 33' 53.03"E	41.31	41.320	500.00	41.32
C14	S86° 36' 16.73"E	177.05	177.990	500.00	177.99
C15	N82° 59' 55.99"E	337.52	338.270	1470.00	338.27
C16	S52° 10' 00.37"E	70.69	78.516	50.00	78.52

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C17	S84° 27' 10.87"E	175.88	177.328	400.00	177.33
C18	S39° 27' 59.77"E	53.41	56.350	50.00	56.35
C19	S49° 37' 26.69"E	67.49	74.078	50.00	74.08
C20	N85° 22' 33.31"E	26.76	26.769	300.00	26.77
C21	N80° 52' 19.64"E	20.39	20.394	300.00	20.39
C22	S87° 29' 14.10"E	101.02	101.506	300.00	101.51
C23	N47° 36' 39.00"W	96.02	96.967	200.00	96.97
C24	N46° 23' 40.87"W	104.24	105.457	200.00	105.46
C25	N19° 14' 04.90"W	125.30	126.233	300.00	126.23
C26	N37° 49' 59.63"E	70.73	78.564	50.00	78.56
C29	S4° 37' 26.69"E	178.40	178.462	2000.00	178.46
C30	S14° 35' 54.44"E	77.47	77.682	300.00	77.68
C31	S10° 21' 45.50"E	33.31	33.325	300.00	33.32
C32	S7° 48' 22.92"E	59.99	60.094	300.00	60.09

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C33	S4° 26' 06.97"E	24.78	24.792	300.00	24.79
C34	N58° 35' 36.38"W	70.71	78.540	50.00	78.54
C35	N82° 59' 55.99"E	204.35	204.803	890.00	204.80
C36	N41° 47' 36.44"W	56.80	60.411	50.00	60.41
C37	N82° 59' 56.17"E	71.18	71.336	310.00	71.34
C38	N82° 59' 55.99"E	137.76	138.069	600.00	138.07
C39	N82° 59' 55.99"E	270.94	271.536	1180.00	271.54
C40	N0° 34' 06.88"W	57.57	57.699	250.00	57.70
C41	S0° 34' 06.88"E	46.06	46.159	200.00	46.16
C42	N37° 49' 10.73"E	70.71	78.540	50.00	78.54
C43	S52° 10' 49.27"E	70.71	78.540	50.00	78.54
C44	N86° 05' 28.70"E	34.24	34.261	300.00	34.26
C45	S83° 55' 57.12"W	9.71	9.712	250.00	9.71
C46	S72° 06' 18.70"W	163.64	165.735	300.00	165.73
C47	S69° 32' 56.98"W	91.82	92.645	200.00	92.65
C48	S73° 56' 57.43"W	285.12	287.967	590.00	287.97

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C49	N13° 38' 24.32"E	72.33	80.855	50.00	80.86
C50	N19° 56' 00.65"W	176.60	178.068	400.00	178.07
C52	S25° 45' 55.10"W	54.38	57.501	50.00	57.50
C53	N56° 52' 15.87"E	12.84	12.845	200.00	12.84
C54	N71° 28' 53.23"E	283.18	287.111	500.00	287.11
C55	N85° 22' 32.45"E	26.76	26.767	300.00	26.77
C56	N71° 28' 53.23"E	169.91	172.267	300.00	172.27
C57	N73° 27' 55.19"E	149.89	151.492	300.00	151.49

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT AMENDMENT FOR

CHAMBERS GROVE

267 ACRES CONTAINING LOTS 1-23, BLK A; LOTS 1-17, BLK B; LOTS 1-20, BLK C; LOTS 1-134, BLOCK D; LOTS 1-16, BLOCK E; LOTS 1-12, BLOCK F; LOTS 1-20, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-32, BLOCK I; LOTS 1-51, BLOCK J; LOTS 1-30, BLOCK K; LOTS 1-22, BLOCK L; LOTS 1-46, BLOCK M; LOTS 1-35, BLOCK N; LOTS 1-31, BLOCK O; LOTS 1-26, BLOCK P; LOTS 1-24, BLOCK Q; LOTS 1-21, BLOCK R; LOTS 1-19, BLOCK S; LOTS 1-35, BLOCK T; LOTS 1-13, BLOCK U FOR A TOTAL OF 661 RESIDENTIAL LOTS, 1 MULTIFAMILY RESIDENCE LOT AND 145 COMMON LOTS

ANNA ETJ, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: STRATFORD LAND ADDRESS: 5949 SHERRY LANE #800 DALLAS, TEXAS 75225 PHONE: (214)-239-2356 FAX: NA CONTACT: DAVIS WIGGINS EMAIL: DWIGGINS@STRATFORDLAND.COM		 TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033 FRISCO OFFICE PHONE: (469) 213-1800	
DATE:	FEBRUARY 2023	DESIGNED: DAK	SHEET
PELOTON PROJECT #:	STR22001	DRAWN: MML	6 OF 15
CITY CASE #:		REVIEWER: GSB	



Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Indoor and Outdoor Commercial Amusement/Amenity Center on Lot 3, and four vacant lots on 50± acres located at the northeast corner of future Rosamond Parkway and future Ferguson Parkway. Zoned Planned Development (Ord. No. 887-2020).

The purpose for the Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the Indoor and Outdoor Commercial Amusement/Amenity Center development.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

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

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

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Unique.

ATTACHMENTS:

1. Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5 Locator Map
2. RESOLUTION - (FP) Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5
3. EXHIBIT A - STAMPED FP (Anacapri Laguna, Bl A, Lts 1,2,3,4,&5)

Final Plat - Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI LAGUNA, PHASE 1, BLOCK A, LOTS 1, 2, 3, 4, & 5, 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 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anacapri Laguna Azure, LLC has submitted an application for the approval of Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, Final Plat; and

WHEREAS, Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, 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 Anacapri Laguna, Phase 1, Block A, Lots 1, 2, 3, 4, & 5, 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 14th day of March, 2023.

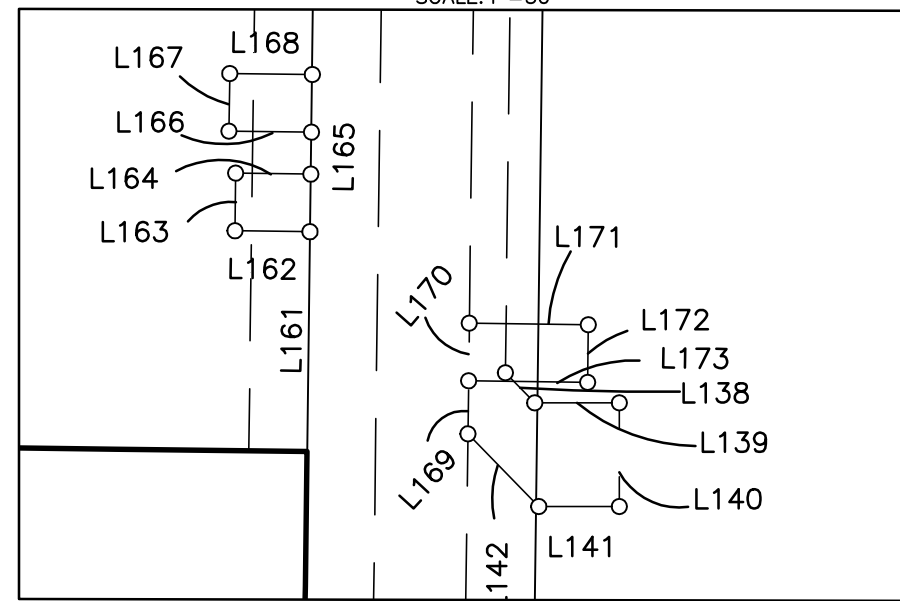
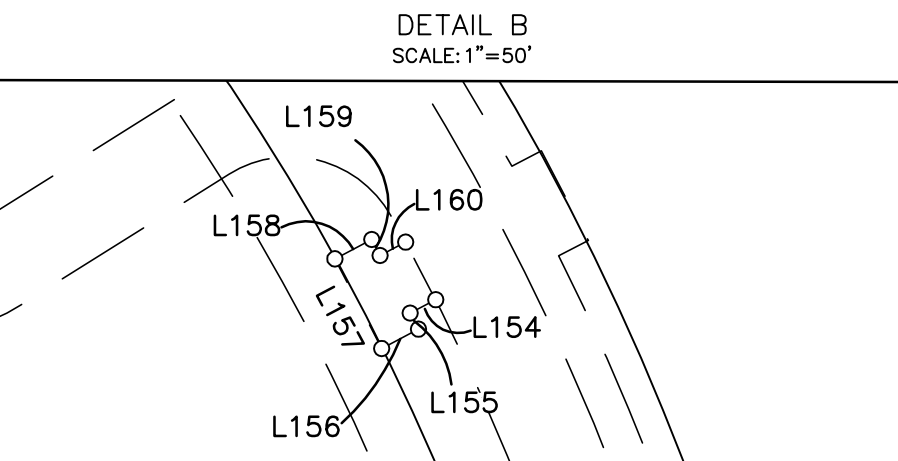
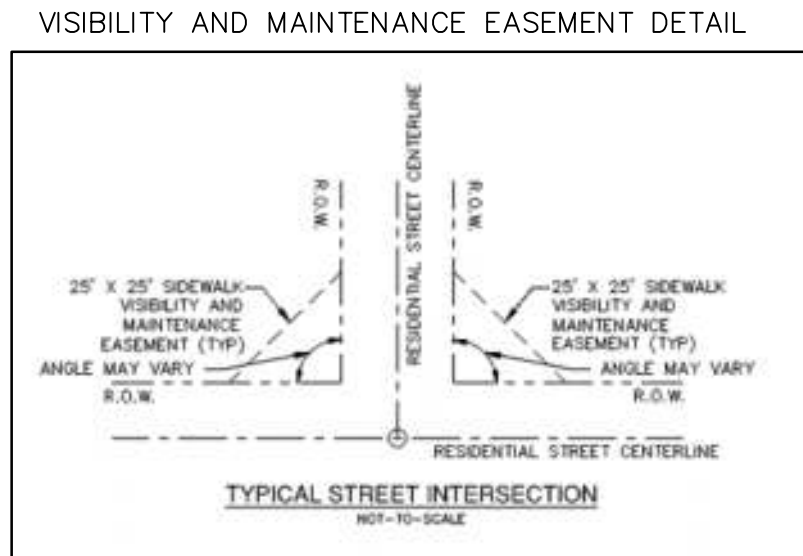
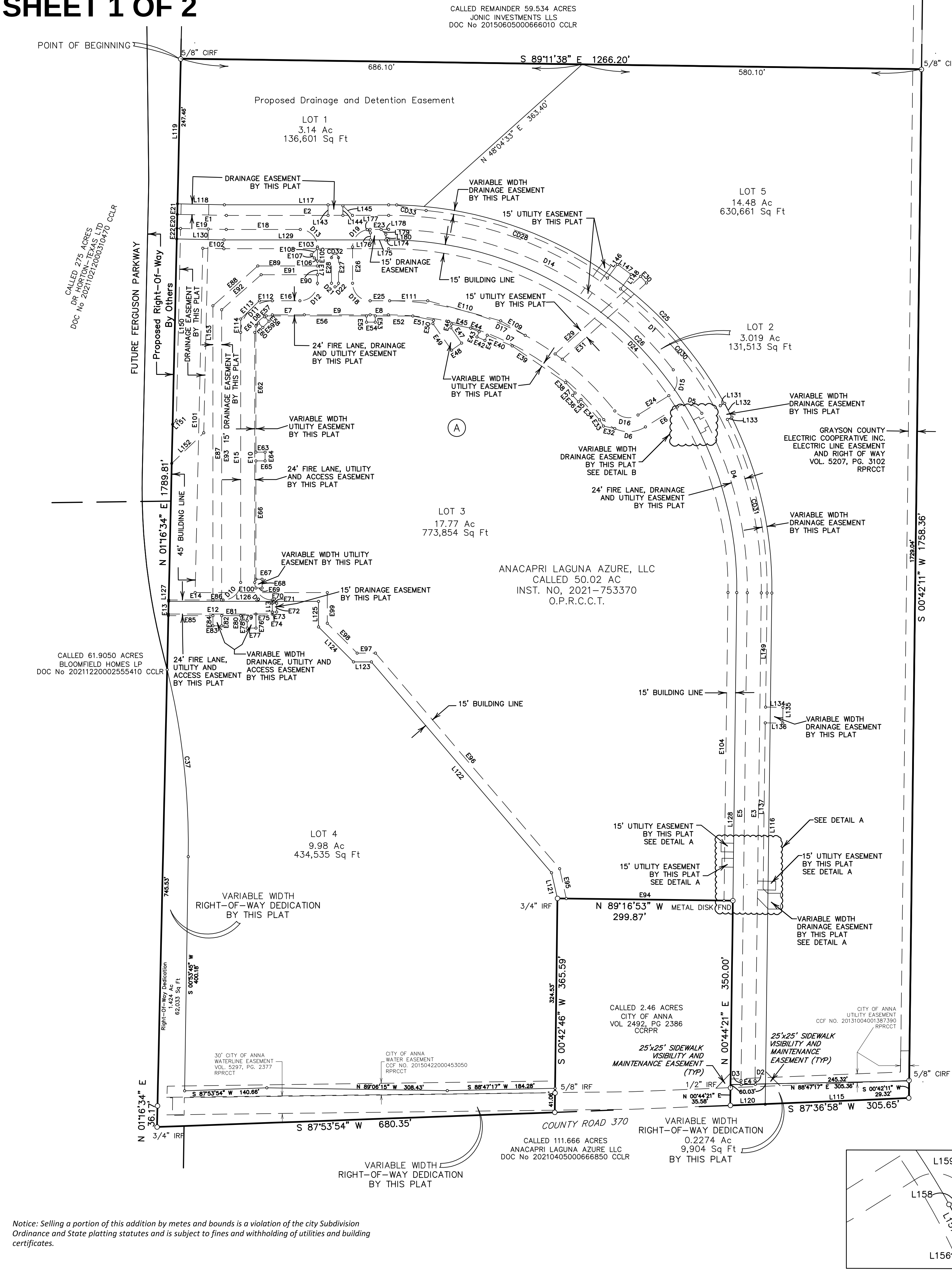
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

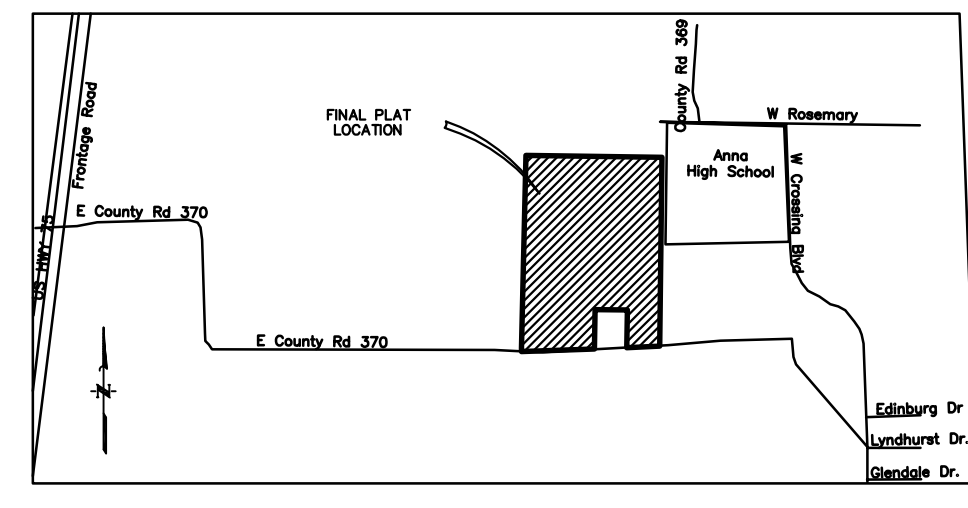
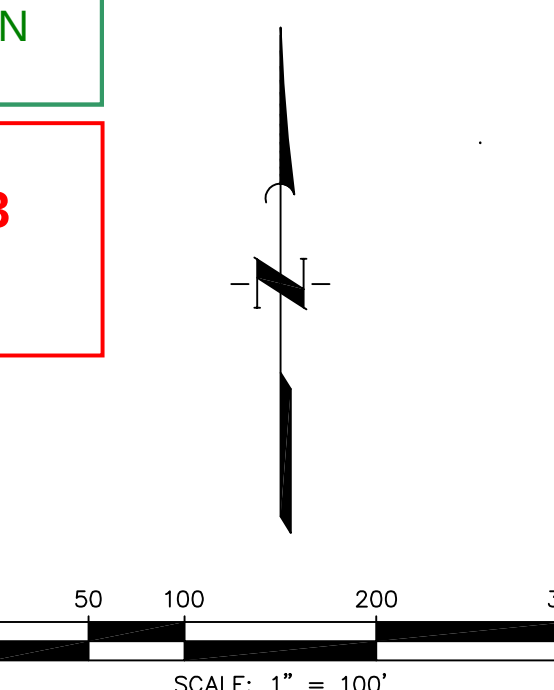
Mayor, Nate Pike

EXHIBIT A
SHEET 1 OF 2



APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA



VICINITY MAP
NOT TO SCALE
COLLIN COUNTY, TEXAS

A METES & BOUNDS description of a certain 50.02-acre tract of land, being all of a called 50.00-acre tract recorded in Document No. 2021083000175380 of the Collin County Land Records, with all bearing being based on the Texas Coordinate System, North Central Zone, NAD83, being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod marking the northwest corner of said 50.00-acre tract, being the southwest corner of the remainder of a called 59.534-acre tract to Jonic Investments LLC, recorded in Document No. 2015060500066010 of the Collin County Land Records (CCLR) also being in the east line of a called 275-acre tract to DR Horton-Texas Ltd. Recorded in Document No. 20210212000310470 of the CCLR;

THENCE, South 89°11'38" East, along the north line of the said 50.00-acre tract, being common with the south line of said remainder acre tract, 1266.20 feet to a set 3/4-inch iron rod with cap stamped "Quiddity" in the west line of Anna High School Addition recorded in Volume 2011, Page 176 in the Collin County Map Records;

THENCE, South 00°42'11" West, along the west line of said High School Tract, 1758.36 feet to a found 3/8-inch iron rod found in the County Road 370, being in the north line of a called 111.666-acre tract to Anacapi Laguna Azure LLC recorded in Document No. 2021040500066850 of the CCLR;

THENCE, South 87°36'58" West, along the north line of said 111.666-acre tract being in County Road 370, a distance of 305.65 feet to a Magnail;

THENCE, North 00°42'11" East, 350.00 feet to a found railroad spike marking the northeast corner of a called 2.460-acre tract to the City of Anna recorded in Volume 4792 Page 2386 of the Collin County Real Property Records;

THENCE, North 89°16'53" West, along the north line of said 2.460-acre tract, 299.87 feet to a found 1-inch iron rod marking the northwest corner of said 2.460-acre tract;

THENCE, South 00°42'46" West, 365.59 feet to a found nail in the north line of said 111.666-acre tract being the southwest corner of said 2.46-acre tract;

THENCE, South 87°53'54" West, along the north line of said 111.666-acre tract, 680.35 feet to a found 5/8-inch iron rod;

THENCE, North 01°16'34" East, along the east line of a called 61.9050-acre tract to Bloomfield Homes LP recorded in Document No. 20211220002555410 of the CCLR, and the east line of aforementioned 275-acre tract, 1825.99 feet to the POINT OF BEGINNING CONTAINING 50.02 acres of land in Collin County Texas.

- General Notes
- 1) AC "Acre"
 - BL "Building Line"
 - CCLR "Collin County Land Records"
 - CCRPR "Collin County Real Property Records"
 - Doc "Document"
 - Esm "Easement"
 - IRF "Iron Rod Found"
 - IRS "Iron Rod Set"
 - ROW "Right-of-Way"
 - Sq Ft "Square Feet"
 - Vol _ Pg _ ... "Volume and Page"
 - "Set 3/4-inch Iron Rod"
 - ① "Block Number"

2) Per the Flood Insurance Rate Map (FIRM) No. 48085C0155J for Collin County, Texas as dated June 2, 2009, the subject tract is situated within Zone "X" defined as area of minimal flood hazard, with a portion of the subject tract is located in Shaded Zone "A"

3) All bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD83.

4) It is unclear at this time if the proposed right-of-way of Ferguson Parkway will be dedicated via plat of separate instrument. This proposed right-of-way, which is mainly located outside of the limits of this preliminary plat is being coordinated between the City and the adjacent landowner. Recordation of this proposed right-of-way will be shown on the final plat when this proposed right-of-way of officially dedicated.

5) Perimeter under review as of 9-6-2022.

FINAL PLAT OF
ANACAPRI LAGUNA
PHASE 1
BLOCK A, LOTS 1, 2, 3, 4 & 5
A SUBDIVISION OF 50.02 ACRES OF LAND
OUT OF THE
MARTIN MOORE SURVEY, ABSTRACT NO. 649
CITY OF ANNA, TEXAS
COLLIN COUNTY, TEXAS
FEBRUARY 2023

ENGINEER/LAND SURVEYOR
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880
CONTACT PERSON: ALEK STRIMPLE

DEVELOPER/OWNER:
MEGATEL HOMES, LLC
2101 CEDAR SPRINGS RD, STE 700
DALLAS, TEXAS 75201
(214) 398-4233
CONTACT PERSON: STEVE MAGLISCEAU

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.

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

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

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

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

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas
Witness my hand this the _____ day of _____, 20 ____.

Owner: Anacapri Laguna Azure, LLC

STATE OF TEXAS §
COUNTY OF COLLIN §
BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

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

Notary Public in and for the State of Texas

My Commission Expires: _____

Owner: Anacapri Laguna Azure, LLC

STATE OF TEXAS §
COUNTY OF COLLIN §
BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

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

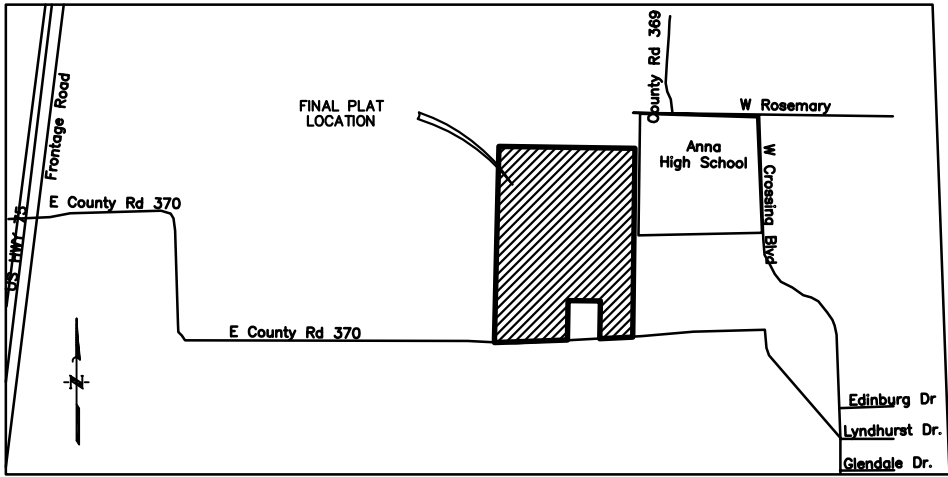
Notary Public in and for the State of Texas

My Commission Expires: _____

CERTIFICATE OF APPROVAL
APPROVED on this the _____ day of _____, 20 ____, by the
City Council, City of Anna, Texas.

Mayor

City Secretary



VICINITY MAP
NOT TO SCALE
COLLIN COUNTY, TEXAS

EXHIBIT A SHEET 2 OF 2

APPROVED
March 6, 2023
P&Z COMMISSION
CITY OF ANNA

APPROVED
March 14, 2023
CITY COUNCIL
CITY OF ANNA

FINAL PLAT OF
ANACAPRI LAGUNA
PHASE 1
BLOCK A, LOTS 1, 2, 3, 4 & 5
A SUBDIVISION OF 50.02 ACRES OF LAND
OUT OF THE
MARTIN MOORE SURVEY, ABSTRACT NO. 649
CITY OF ANNA, TEXAS
COLLIN COUNTY, TEXAS
FEBRUARY 2023

ENGINEER/LAND SURVEYOR



DEVELOPER/OWNER:
MEGATEL HOMES, LLC
2101 CEDAR SPRINGS RD, STE 700
DALLAS, TEXAS 75201
(214) 398-4233
CONTACT PERSON: STEVE MAGLISCEAU

Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880
CONTACT PERSON: ALEK STRIMPLE

SHEET 2 OF 2

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF COLLIN §
THIS is to certify that I, Eddie Martinez, Registered Professional Land Surveyor Number 5274 for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

PRELIMINARY FOR REVIEW - NOT FOR RECORDATION

Eddie Martinez
Registered Professional Land Surveyor No. 5274

STATE OF TEXAS §
COUNTY OF COLLIN §
BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally Eddie Martinez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

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

Notary Public in and for the State of Texas

My Commission Expires: _____

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.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a discussion regarding a Specific Use Permit for a gas metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368 per Section 9.04.043 (Amendments) of Article 9.04 (Zoning Ordinance).(Director of Development Services Ross Altobelli)

SUMMARY:

At the Tuesday, February 28, 2022 City Council meeting, the council requested a discussion item be placed on an upcoming council meeting to discuss a Specific Use Permit that was granted for a gas metering station in November 2022.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

On November 8, 2022, City Council voted to approve a Specific Use Permit to allow for a gas metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368.

The City of Anna Zoning Ordinance allows gas metering stations within residential zoning districts with approval of a Specific Use Permit.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Ord 1014-2022 Gas Metering Station Specific Use Permit (SUP)

CITY OF ANNA, TEXAS
(Villages of Hurricane Creek, North, Block N, Lot 1X)

ORDINANCE NO. 1014 - 2022

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND APPROVING A SPECIFIC USE PERMIT ON CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested specific use permit from MM Anna 325 LLC on Property identified as Aboveground Facilitates Easement as shown on Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property was zoned Planned Development (Ordinance No. 932-2021); and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Comprehensive Zoning Ordinance of the City of Anna, Texas, is amended by approving a Specific Use Permit on the tract described in Exhibit A, attached hereto and made an integral part of this ordinance, and approving the Specific Use Permit in the Planned Development zoning district to allow the use of gas metering station as depicted in the Site Plan on the attached Exhibit B.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. **Penalty**

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 6. **Publication of the Caption and Effective Date**

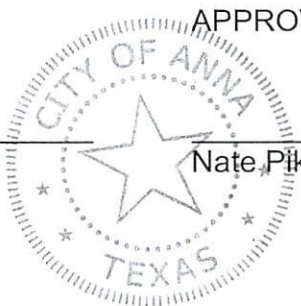
This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

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

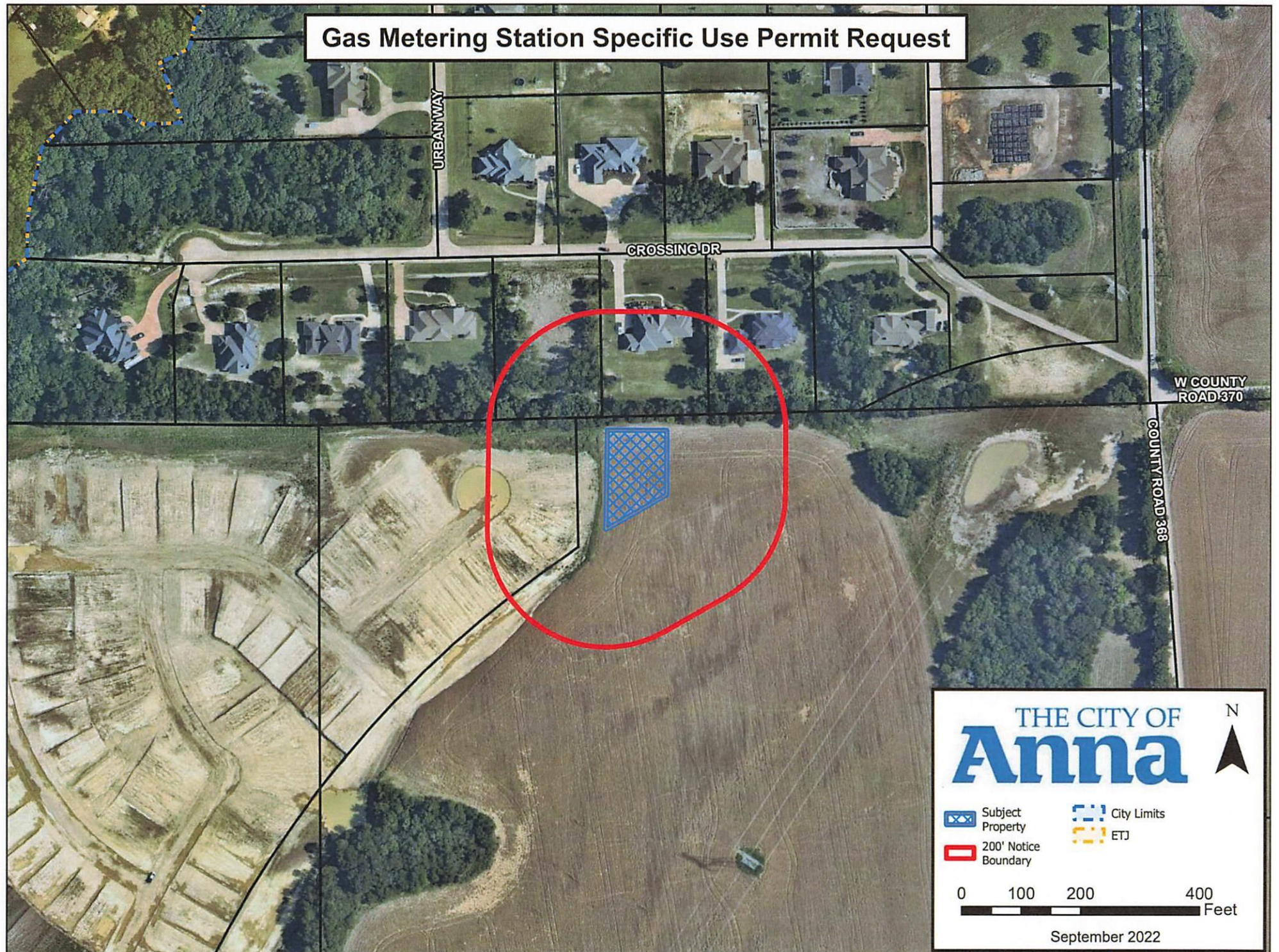
ATTESTED:


Carrie L. Land, City Secretary

APPROVED:



Nate Pike, Mayor

Gas Metering Station Specific Use Permit Request



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Line: NT201
R/W#: NT201 179-1
Collin County
Jack McFarland 02/08/2022**

**PIPELINE AND ABOVEGROUND FACILITIES EASEMENT
(WITH ACCESS EASEMENT)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

Pipeline Easement

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, which shall not exceed twelve inches (12") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline (collectively, the "Pipelines"), and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, aerial and pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, and bull guards or similar

physical protection, as may be necessary or desirable in the operation of said lines, over, across, under and upon the area described as "Pipeline Easement" on Exhibit "A" attached hereto and made a part hereof (collectively, the "Pipeline Easement Area") All Pipelines within the Pipeline Easement Area shall be initially installed at a minimum depth of thirty-two inches (32"); and

Aboveground Facilities Easement

- (ii) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground Pipelines, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described on, and depicted as the "Surface Site" in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Facilities Easement Area"). "Facilities Piping" refers to additional segments of above or below ground piping which may be required for the safe and/or convenient operation of said Facilities within the Facilities Easement Area and to effectuate the purposes permitted herein. All pipes and/or Pipelines (including the Facilities Piping) may be initially installed at any depth or above-ground.; and

Access Easement

- (iii) vehicular and pedestrian ingress to and egress from the Facilities Easement Area along and upon the land more particularly described as the "Access Easement" on Exhibit "A" attached hereto and made a part hereof (the "Access Easement Area").

Grantee's Aboveground Facilities, Pipelines and any improvements to the Access Easement Area are collectively referred to as Grantee's "Easement Facilities." The areas comprising the Pipeline Easement Area, Facilities Easement Area, and the Access Easement Area are collectively referred to as the "Easement Area."

Grantor grants Grantee the right to temporarily use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") for the sole purpose of carrying out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring

activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on earlier to occur of: (i) the date on which initial construction of the Easement Facilities has been completed and the same are placed into service; or (ii) one and one-half (1.5) years from the effective date of this instrument as shown below.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Easement Facilities within their respective portions of the Easement Area (e.g., the Aboveground Facilities within the Facilities Easement Area), and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area in the event Grantee cannot reasonably access the Easement Area by staying within the boundaries of the Access Easement Area, but in no event shall Grantee enter Grantor's adjacent or additional lands if access to the Easement Area is reasonably available over, though, or across a dedicated public right-of-way, and if no such access over a public right-of-way exists, then without the prior written consent of Grantor, which consent may not be unreasonably withheld.
2. Grantor shall have no access rights on, under, or over the Facilities Easement Area. Further, Grantor shall not obstruct Grantee's use of the Access Easement Area.
3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of the Easement Facilities and appurtenance permitted under this Pipeline and Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of the Easement Facilities permitted under this Pipeline and Aboveground Facilities Easement, it will restore the original contour of the surface of the Pipeline Easement Area and Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns, but in no event longer than six (6) months after the completion of construction.
4. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee will install, erect and construct, at its sole cost and expense, a six (6) foot wall surrounding the perimeter of the Facilities Easement Area; provided, further, Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

5. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Pipeline and Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .
6. With respect to the Pipeline Easement Area only, Grantee intends to employ a "double ditch" method where practical and permitted during installation of each Pipeline where other installation methods such as boring or horizontal directional drilling are not employed. Such double ditch method shall involve the removal and storage of the top soil (to a depth determined by Grantee) and separation of same from the sub-soil so as to return the soil to as near as reasonably practicable its pre-installation condition after the excavation. It is acknowledged that the decision to use a bore-method or horizontal-drilling method will be in Grantee's sole discretion.
7. If a complete assignment of this Pipeline and Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.
8. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Pipeline and Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.
9. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
10. Grantor and Grantee agree that the failure to assert any right under this Pipeline and Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted in this Pipeline and Aboveground Facilities Easement, regardless of the length of any such delay,

shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.

11. This Pipeline and Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word "structure" is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
12. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor's property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor's property independent of this agreement, whether through a separate agreement, by law, or otherwise.
13. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline and Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline and Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline and Aboveground Facilities Easement has been negotiated by the parties, and this Pipeline and Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this 23rd day of May, 2022.

GRANTOR:

**MM Anna 325, LLC,
a Texas limited liability company**

**By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager**

**By: 2M Ventures, LLC, a Delaware
limited liability company
Its Manager**

**By: Mehrdad Moayed
Name: Mehrdad Moayed
Title: Manager**

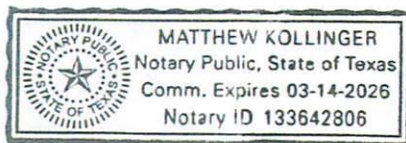
**Address: 1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234**

STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, the Manager of 2M Ventures, LLC a Delaware limited liability company, Manager of MMM Ventures, LLC, a Texas limited liability company, Manager of MM Anna 325, LLC, a Texas limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of May, 2022.



M. Kollinger
Notary Public in and for the State of Texas

Matthew B. Kollinger

EXHIBIT "A"

SURFACE SITE EASEMENT

All that certain 0.315 acre Surface Site Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.315 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the southwest corner of the herein described tract

THENCE North 01°00'20" West, a distance of 167.09 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar with a red illegible cap found for the most northern northeast corner of said 290.877 acre tract bears North 42°39'47" East, a distance of 2,108.59 feet;

THENCE North 88°54'02" East, a distance of 100.00 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 107.61 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the southeast corner herein described, from which a 1/2 inch iron rebar found in County Road 368 bears South 58°30'14" East, a distance of 1,026.37 feet;

THENCE South 58°12'04" West, a distance of 103.61 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set at the beginning of a curve to the left, with a radius of 1,874.72 feet and a chord which bears South 58°00'18" West, a distance of 12.83 feet;

THENCE along said curve to the left, with a central angle of 00°23'32" and an arc distance of 12.83 feet to the **POINT OF BEGINNING** and containing 0.315 acres or 13,732 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 1 OF 5

DESCRIPTION OF A 0.315 ACRE SURFACE
SITE EASEMENT IN THE JOHN ELLET SURVEY,
ABSTRACT NO. 296, COLLIN COUNTY, TEXAS

CROWLEY SURVEYING
FRN:10046500
4251 FM 2181, #230-484
CORINTH, TX. 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



EXHIBIT "A"

VARIABLE WIDTH ACCESS EASEMENT

All that certain 0.012 acre Access Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.012 acre Access Easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northwest corner of the herein described easement and the beginning of a curve to the right, with a radius of 1,874.72 feet and a chord which bears North 58°00'18" East, a distance of 12.83 feet;

THENCE along said curve to the right, though a central angle of 00°23'32" and an arc length of 12.83 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set at the point of tangency;

THENCE North 58°12'04" East, a distance of 22.12 feet to the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 11.64 feet to an exterior corner herein described;

THENCE South 62°29'00" East, a distance of 5.81 feet to a point in the north right-of-way line of the future Rosamond Parkway (a 120 foot wide right-of-way) for the southeast corner herein described;

THENCE South 58°12'04" West, with said right-of-way line, a distance of 19.13 feet to a south exterior corner herein described; and the beginning of a curve to the right, with a radius of 1,859.72 feet and a chord which bears South 57°51'54" West, a distance of 21.82 feet;

THENCE along said curve to the right, and with the said north right-of-way line, though a central angle of 00°40'20" and an arc length of 21.82 feet to the point of tangency at the southwest corner herein described;

THENCE North 00°00'20" West, departing said north right-of-way line, a distance of 17.56 feet to the **POINT OF BEGINNING** and containing 0.012 acres or 539 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

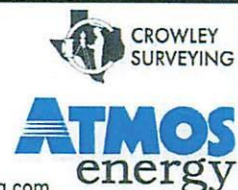
Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-18-2022
PAGE NO.: 2 OF 5

DESCRIPTION OF A VARIABLE WIDTH
ACCESS EASEMENT IN THE JOHN ELLET
SURVEY, ABSTRACT NO. 296, COLLIN COUNTY,
TEXAS

CROWLEY SURVEYING
FRN:10046500
4251 FM 2181, #230-484
CORINTH, TX. 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



AcPublish 2059620220103-VILLAGES OF HURRICANE CREEK-ANNA.DWG

EXHIBIT "A"

PIPELINE EASEMENT

All that certain 0.008 acre Pipeline Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.008 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set for the northeast corner of the herein described easement;

THENCE South 01°00'20" East, a distance of 17.46 feet to the southeast corner herein described, from which a 1/2 inch iron rebar found in County Road 368 bears South 58°30'14" East, a distance of 1,026.37 feet;

THENCE South 58°12'04" West, a distance of 23.32 feet to the southwest corner herein described;

THENCE North 01°00'20" West, a distance of 17.46 feet to the northwest corner herein described;

THENCE North 58°12'04" East, a distance of 23.32 feet to the **POINT OF BEGINNING** and containing 0.008 acres or 350 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 3 OF 5

DESCRIPTION OF A 20' x 5' WIDE PIPELINE
EASEMENT IN THE JOHN ELLET SURVEY,
ABSTRACT NO. 296, COLLIN COUNTY, TEXAS

CROWLEY SURVEYING
FRN:10046500
4251 FM 2181, #230-484
CORINTH, TX. 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



\\acPublish\20596\2022\103-VILLAGES OF HURRICANE CREEK-ANNA.DWG

TEMPORARY WORKSPACE EASEMENTS

EXHIBIT "A"

TEMPORARY WORKSPACE EASEMENT NO. 1

All that certain 0.115 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.115 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of a 50 foot wide permanent easement to Crosstex North Texas Pipeline, LP, NT-201/180, recorded in Document Number 20061108001699970 of said Official Public Records, for the northeast corner herein described;

THENCE South 01°00'20" East, a distance of 134.65 feet to the southeast corner herein described at the beginning of a curve to the right, with a radius of 1,859.72 feet and a chord which bears South 56°34'31" West, a distance of 40.27 feet;

THENCE along said curve to the right, with a central angle of 01°14'26" and an arc distance of 40.27 feet to a point of non-tangency for the southwest corner herein described;

THENCE North 01°10'22" West, a distance of 155.98 feet to a point for corner in said south line of Crosstex Easement, for the northwest corner herein described

THENCE North 88°54'02" East, with said south line of Crosstex Easement, a distance of 34.57 feet to the **POINT OF BEGINNING** and containing 0.115 acres or 4,990 square feet of land.

TEMPORARY WORKSPACE EASEMENT NO. 2

All that certain 0.110 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.110 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of a 50 foot wide permanent easement to Crosstex North Texas Pipeline, LP, NT-201/180, recorded in Document Number 20061108001699970 of said Official Public Records, for the northwest corner herein described;

THENCE North 88°54'02" East, with said south line of Crosstex Easement, a distance of 105.93 feet to a point for corner;

THENCE North 79°07'22" East, continuing with said south line of Crosstex Easement, a distance of 29.15 feet to the northeast corner herein described;

THENCE South 58°12'04" West, a distance of 156.75 feet to the southwest corner herein described;

THENCE North 01°00'20" West, a distance of 75.08 feet **POINT OF BEGINNING** and containing 0.110 acres or 4,792 square feet of land.

TEMPORARY WORKSPACE EASEMENT NO. 3

All that certain 0.020 acre Temporary Workspace Easement in the John Ellet Survey, Abstract No. 296, Collin County, Texas and being in a called 290.877 acre tract of land described in a Special Warranty Deed to MM Anna 325, LLC, recorded in Document Number 20190411000386110 of the Official Public Records of said county, and said 0.020 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said 0.020 acre easement, from which a 1/2 inch iron rebar with a cap stamped "RPLS 6484" set bears North 58°12'04" East, a distance of 23.32 feet;

THENCE South 01°00'20" West, a distance of 17.46 feet to the southeast corner herein described;

THENCE South 58°12'04" West, a distance of 52.22 feet to the southwest corner herein described;

THENCE North 62°29'00" East, a distance of 5.81 feet to a point for corner;

THENCE North 01°00'20" East, a distance of 11.64 feet to the northwest corner herein described;

THENCE North 58°12'04" East, a distance of 58.17 feet to the **POINT OF BEGINNING** and containing 0.020 acres or 858 square feet of land.

Bearings and distances are based on the U.S. State Plane North American Datum of 1983 (NAD83), Texas North Central Zone (4202).

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

Anthony Ray Crowley February 18, 2022
ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE



NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

PROJECT: NT-201 - HURRICANE CREEK
PROJECT AFE: 180.49297
TRACT NO.:
LOCATION: COLLIN COUNTY, TX
DRAWN BY: LJG
REVISION: CDM, 02-10-2022, 02-17-2022
PAGE NO.: 4 OF 5

DESCRIPTION OF THREE TEMPORARY
WORKSPACE EASEMENTS IN THE JOHN
ELLET SURVEY, ABSTRACT NO. 296, COLLIN
COUNTY, TEXAS.

CROWLEY SURVEYING
FRN:10046500
4251 FM 2181, #230-484
CORINTH, TX. 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com

CROWLEY
SURVEYING

ATMOS
energy

\\AcPublish\20596\20220103-VILLAGES OF HURRICANE CREEK-ANNA.DWG

1/2" RED CIRC
ILLEGIBLE
H. SMITH SURVEY
ABSTRACT NO. 822

JOHN ELLET SURVEY
ABSTRACT NO. 296

CALLED 290.877 ACRES
 MM ANNA 325, LLC
 DOC. NO 20190411000386110
 O.P.R.C.C.T.
 FUTURE VILLAGES OF
 HURRICANE CREEK SUBDIVISION

8

7

5

03

LEGEND

● = POINT NOT SET OR FOUND

□ = 1/2" IRON ROD W/ CAP STAMPED
"RPLS 6484" SET

— = EXISTING NT-201 EASEMENT BOUNDARY

— = EASEMENT LINE

— = SURFACE SITE

— = TEMPORARY WORKSPACE (TWS)

O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice Requirements for a Category 1B, Condition 3, TSPS Standard Land Survey and was conducted on the ground in December of 2021 and is true and correct to the best of my knowledge.

Original signed and stamped in green ink.

February 18, 2022

ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 DATE

PROJECT: NT-201 - HURRICANE CREEK

PROJECT AFE: 180.49297

TRACT NO.:

LOCATION: COLLIN COUNTY, TX

DRAWN BY: LJG

REVISION: CDM, 02-10-2022, 02-18-2022

PAGE NO.: 5 OF 5

PLAT SHOWING A 0.315 ACRE SURFACE
SITE EASEMENT, A VARIABLE WIDTH
ACCESS EASEMENT, A 5X20 PIPELINE
EASEMENT, & TEMPORARY WORKSPACE

SCALE: 1" = 50'

0 50 100

CROWLEY SURVEYING

FRN:10046500

4251 FM 2181, #230-484

CORINTH, TX. 76210

(469) 850-CPLS(2757)

acrowley@crowleysurveying.com



CROWLEY
SURVEYING

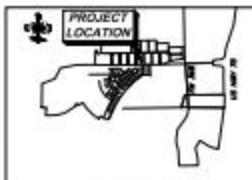
ATMOS
energy

NOTE:

Bearings, coordinates and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).

This survey was prepared without the benefit of a title commitment. There may be easements of record that are not shown.

EXHIBIT A



VICINITY MAP

LEGEND



SITE DATA SUMMARY TABLE

JOANPLUPUR USE	PUR (ORD. NO. 202-001) - GSA SECTION 1.01.01	
EXEMPT AREA: SCLT, F, AND AC	20-01 (SCLT) 0.00 AC	
BUILDING AREA (area above/below)		NA
BUILDING FLOOR AREA (number of stories)		NA
LOT COVERAGE		
FLOOR AREA RATIO (for non-residential zoning)		NA
TOTAL PARKING REQUIRED (BASED ON: 10' SCLT, 15' SCLT, 20' SCLT)		NA
TOTAL PARKING PROVIDED		0.0
TOTAL HANDICAP REQUIRED		0.0
TOTAL HANDICAP PROVIDED		0.0

NOTES

1. ALL INFORMATION ARE TOP SECRET OF COMINT UNLESS NOTED OTHERWISE.
2. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH AVAL REQUIREMENTS.
3. LINKAGE PROVIDED TO KNOWN PERSONS OF INTEREST EXHIBIT PURPOSES ONLY.

FLOOD STATEMENT

FLOOD: STX/SHAD: Inventory is from map 4308SC04BLL, effective June 2, 2008 of the Flood Insurance Rate Map of Cook County, Texas. Federal Emergency Management Agency Federal Insurance Administration. The property is within Zone 1.

TREE NOTE

PLEASE DO NOT TRASH OR DESTROY ANY OF THESE
T-66 D-6 TUMBLERS WITHIN OF THEIR SITE.

APPROVED
NOVEMBER 8, 2022
CITY COUNCIL
CITY OF ANNA

**SITE PLAN
BEING A PORTION OF TRACT 4
VILLAGES OF HURRICANE
CREEK NORTH
BEING 0.561 ACRES OUT OF THE
JOHN ELLETT SURVEY
ABSTRACT NO. A0296
CITY OF ANNA, COLLIN COUNTY, TEXAS
PREPARED SEPTEMBER 7th. 2022**

ENGINEER/SURVEYOR
KASLEY POPPARD ASSOCIATES, INC.
260 EAST DAVIS STREET
SUITE 100
MCURRY TEXAS 7508
TEL. NO. (409) 361-2807
CONTACT: JOHN TEDESCO

OWNER:
BRIANNA ICE LLC
1800 VALLEY VIEW BLVD SUITE 200
DALLAS, TEXAS 75230

Kimley»»Horn

VILLAGES OF
HURRICANE CREEK

THE LEGAL
Anna

SITE PLAN

SP-01

Anna P&Z

November 7, 2022

Atmos Energy Measuring Station



Site



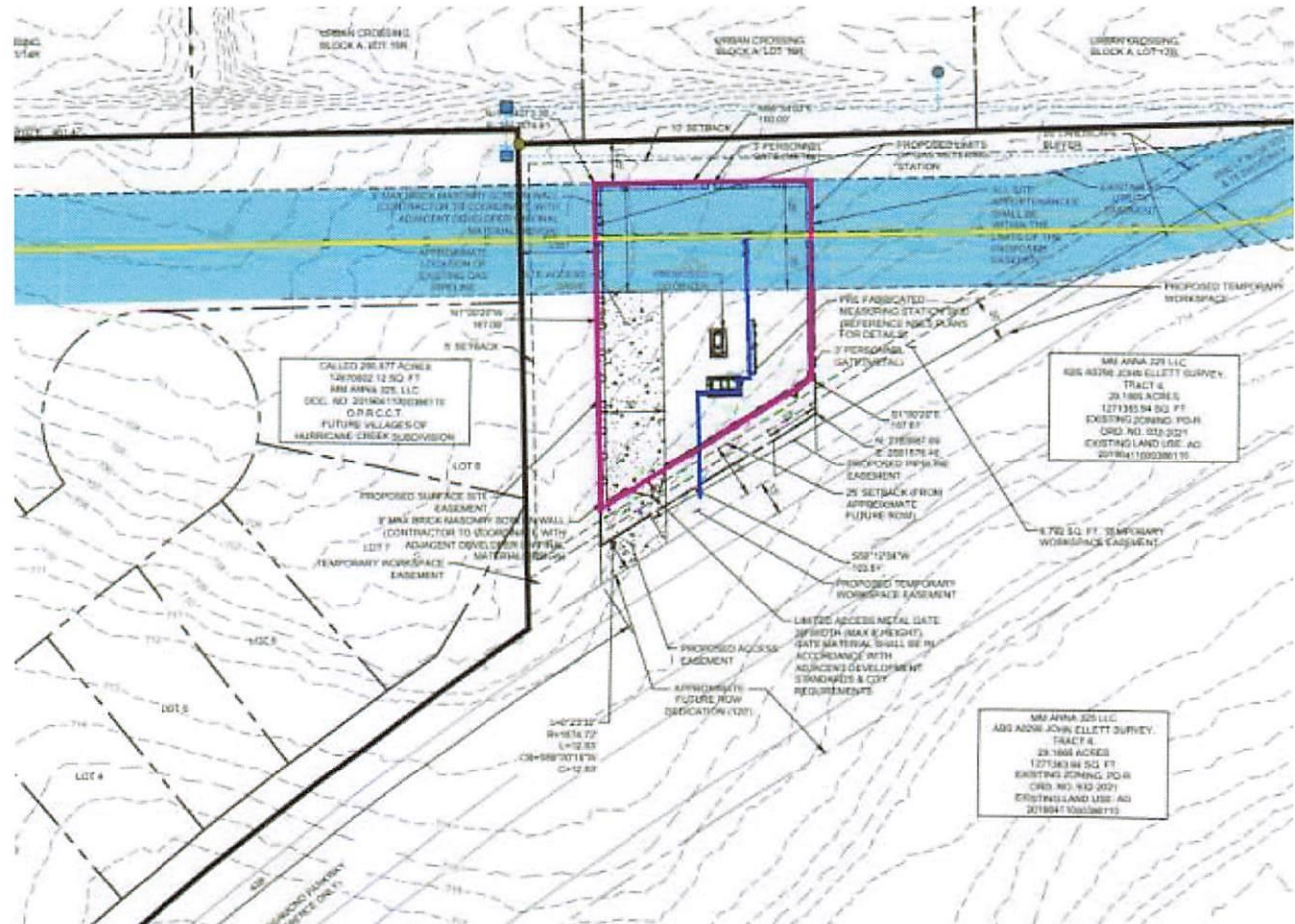
Wall Height

8 feet

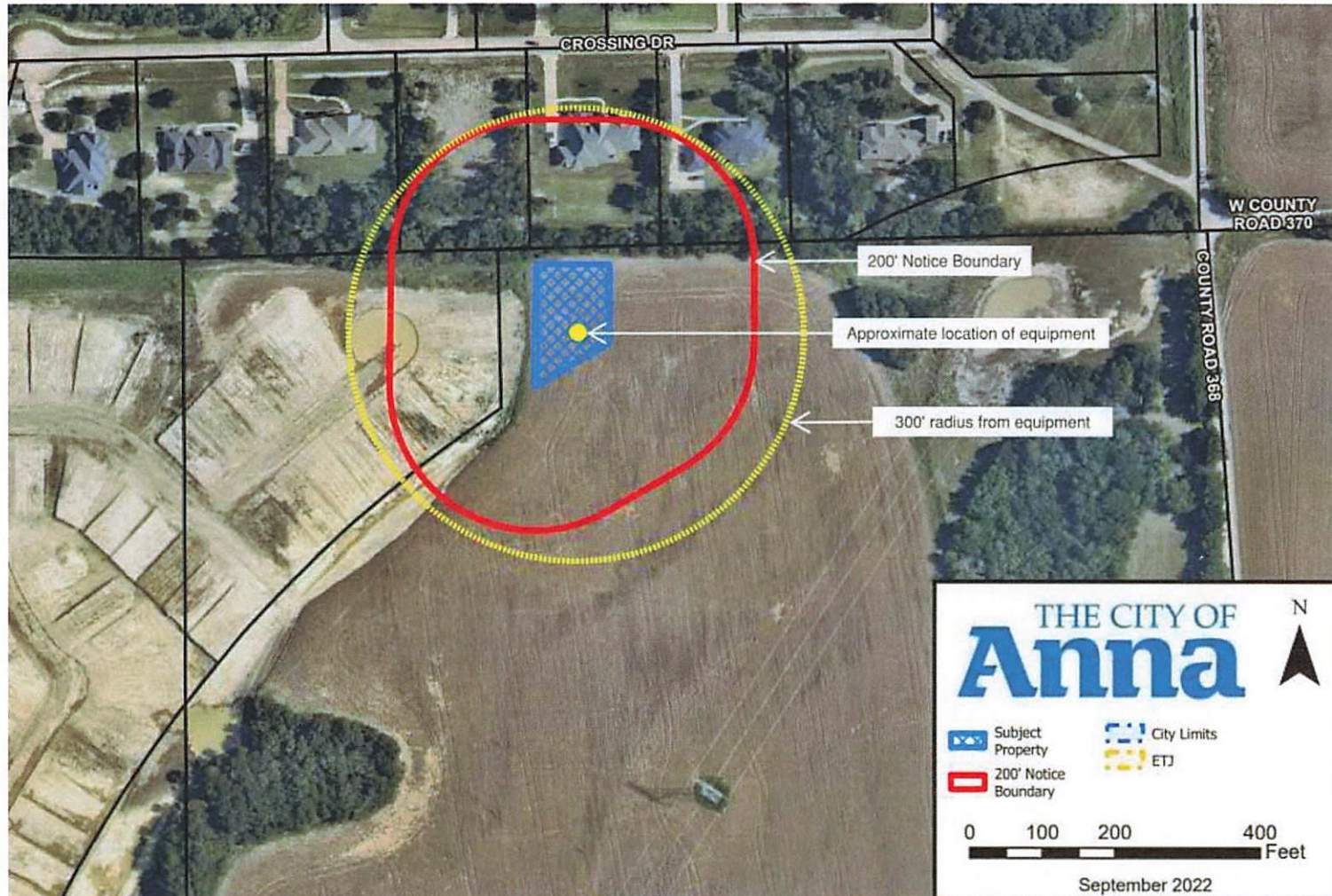
Walls to match Hurricane Creek's neighborhood facade

Footprint

167' x 100' x 107' x 104'



Site



Proposed Anna measuring station site within Hurricane Creek subdivision

Site

Example site:



Similar measuring station located in the Willow Wood subdivision – Telephone Rd and Hwy 5, McKinney, TX

Footprint: 121' x 102'

Site

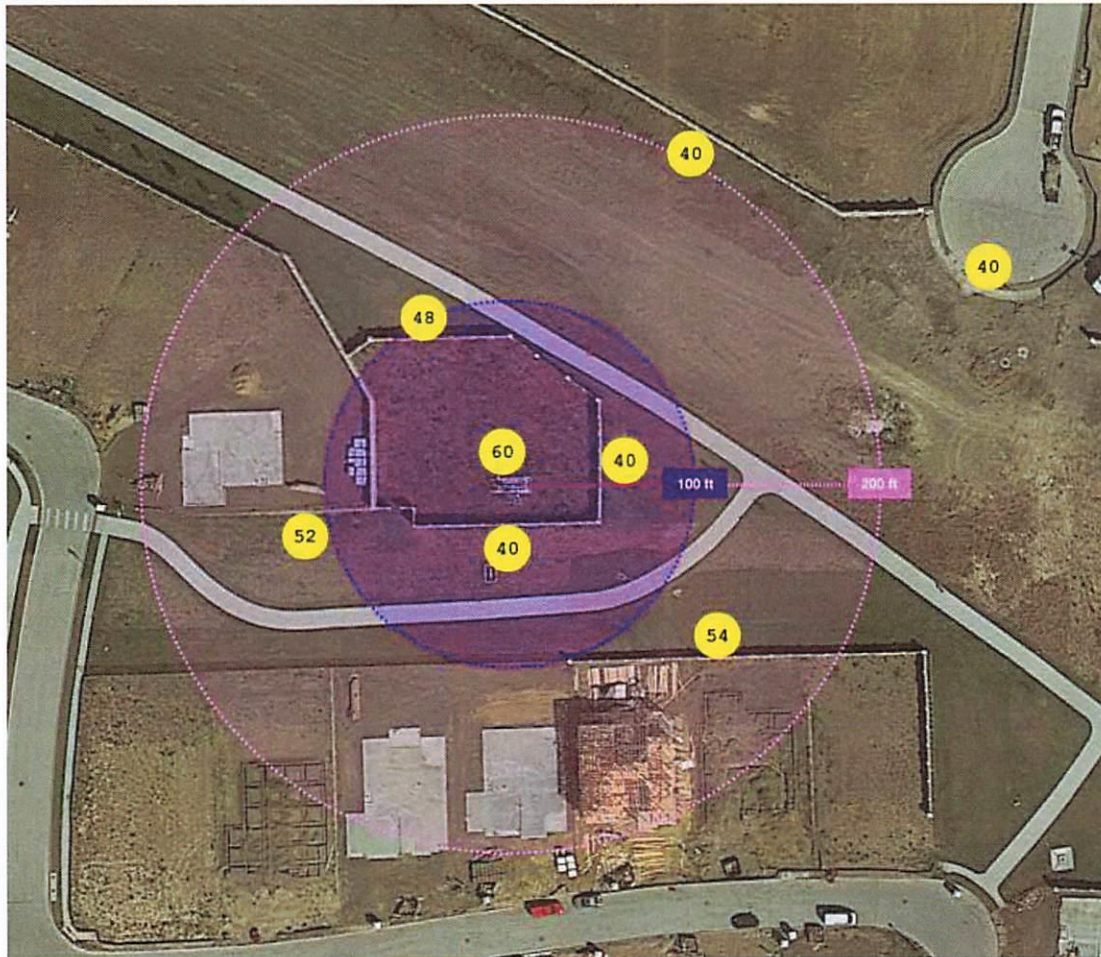
Example site:



Similar measuring station located in the Willow Wood subdivision – Telephone Rd and Hwy 5, McKinney, TX

Footprint: 121' x 102'

Sound



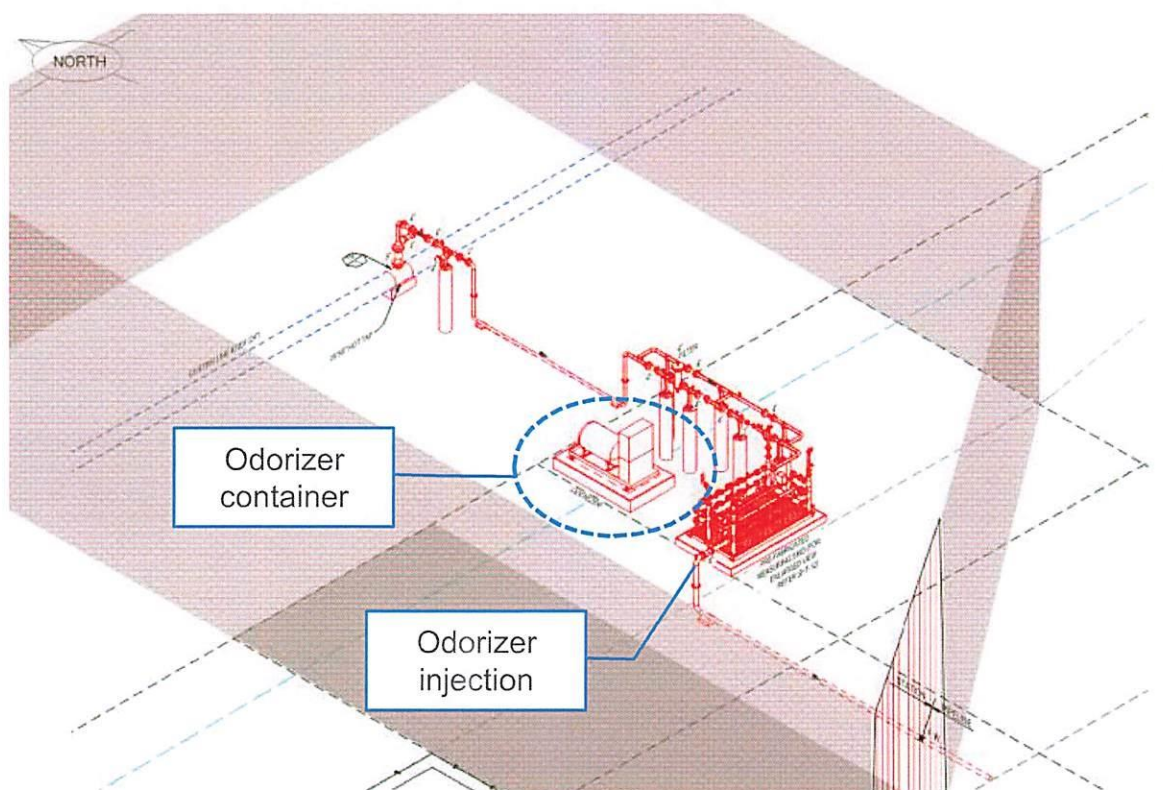
Decibel Sound Chart

20	Leaves rustling
30	Whisper
40	Quiet library
50	Moderate rainfall
60	Dishwashers, normal conversation
70	Traffic, vacuums
80	Alarm clock
90	Lawnmowers, hair dryers, blenders
100	MP3 players at full volume

Decibel readings at existing Willow Wood subdivision measuring station

Current decibel level at proposed site in Anna: 45

Smell



There should be no odor during normal operation of equipment. Potential of some smell only during the filling of the odorizer.

Filling of odorizer:

First 6 years: ~ 1 time every 18 months

By year 10: ~ twice a year

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

THIS IS TOO CLOSE TO OUR
HOUSES. THERE ARE MANY OTHER
LOCATIONS IN DEVELOPMENT THAT ARE SAFER.

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

BENJAMIN EASAW
Name (Please Print)

B. Easaw
Signature

3040 CROSSING DR.
Address

10/4/2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

STORING DANGEROUS CHEMICALS SO CLOSE TO
OUR HOMES IS A HEALTH RISK AND CREATES A
TOXIC ENVIRONMENT. WE ARE STRONGLY OPPOSED
TO THIS PROPOSAL!

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

TED HOYT

Name (Please Print)

[Signature]

Signature

3003 CROSSING DR. ANNA, TX 75409

Address

10/4/2022

Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

I am extremely concerned about this metering station location backing up to the south side of our neighborhood (Urban Crossing). There are hidden dangers in this proposal that could affect our entire neighborhood. We need to discuss putting this in another location far from houses.

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

Kylee Kelley
Name (Please Print)

Kylee Kelley
Signature

3006 Urban Way, Anna TX 75409
Address

10/4/22
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Reference: Gas Metering Station on lot North Side of future ~~Rosemond~~ Rosemond.
Concerned with storage of toxic chemicals that are flammable so
close to our neighbors and fellow residents of Anna.

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

Billy Hendrix
Name (Please Print)

[Signature]
Signature

3006 Crossing Dr.
Address

10/3/2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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



ATMOS Metering Station

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

We are opposed to the location and ask that it be changed to an area further from our neighborhood (Urban Crossing) due to environmental and safety concerns as well as property value concerns.

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

Steve & Kim Sweeney

Name (Please Print)

Signature

3111 Urban Way. Apt 75409

Address

10/4/22

Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

I HAVE LIVE THE LAST 20 YEARS JUST NORTH OF A
CEMENT PLANT, SO I AM FULLY AWAIT OF THE IMPACT TO
THE COMMUNITY, PLEASE DO NOT CAUSE MY RETIREMENT TO
BE THE SAME. PLEASE RELOCATE THE METERING STATION.

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

NICK R GRIFFIN

Name (Please Print)

Nick R Griffin

Signature

3035 URBAN WAY, ANNA, TX.

Address

10/04/2022

Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

RECEIVED 10/04/2022
DEVELOPMENT SERVICES

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

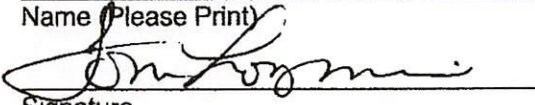
Opposed to request

Comments:

THIS LOCATION IS INAPPROPRIATE FOR A FACILITY
THAT WILL CONTAIN TOXIC CHEMICALS GENERATE OFFENSIVE
ODORS, AND CYCLING NOISE, I STRONGLY OPPOSE
THIS LOCATION THAT IS WITHIN CLOSE DISTANCE TO OUR
HOMES.

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

THOMAS LONGMIRE
Name (Please Print)


Signature

3032 CROSSING DR
Address

10/3/2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

*We are opposed to the placement of
the Atmos metering station.*

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

R.G. and Barbara Urban
Name (Please Print)

Barbara Urban
Signature

3106 Urban Way
Address

10-5-2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Purposed gas meter station is a potential risk to the adjacent neighborhood – Urban Crossings. This type of stations have threat of explosions, odorless and colorless gas leaks including lead poisoning to the natural environment. Radon 222 is a natural radioactive gas that is produced by these kind of gas metered stations. This type of exposure to our families and children can have a lifetime of horrible health issues. And NO amount of OSHA safety guidelines can guarantee our children health and safety.

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

RICHARD ESPINOZA
Name (Please Print)

Richard Espinoza
Signature

3106 CROSSING DR. ANNA, TX 75409
Address

10/4/2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

Please update address

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

THE CITY OF
Anna

RECEIVED 10/05/2022
DEVELOPMENT SERVICES

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Purposed gas meter station is a potential risk to the adjacent neighborhood – Urban Crossings. This type of stations have threat of explosions, odorless and colorless gas leaks including lead poisoning to the natural environment. Radon 222 is a natural radioactive gas that is produced by these kind of gas metered stations. This type of exposure to our families and children can have a lifetime of horrible health issues. And NO amount of OSHA safety guidelines can guarantee our children's health and safety.

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

DEBRA A. Espinoza
Name (Please Print)

D Espinoza
Signature

3106 Crossing Dr. Anna, TX 75409
Address

10/4/2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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

GAS Metering Station

RECEIVED 10/10/2022
DEVELOPMENT
SERVICES



Please circle one:

In favor of request

Neutral to request

Opposed to request

MA

Comments:

Creates a hazard within a community if gas and/or chemicals are above ground, especially next to what will become a very busy road on a outside curve of the road. Surely there are safer, more practical locations for this station.

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

Mike Archer

Name (Please Print)

Mike Arch

Signature

3119 CROSSING DR

Address

10/3/22

Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Thank you! for the great job the City
of Anna has been doing. I believe
that as an organized and modern city
a natural gas plant shouldn't be close to
our homes.

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

Shirley Palacios
Name (Please Print)

Shirley
Signature

3043 Urban Way Anna, TX
Address

10-04-2022
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

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

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



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Joey Grisham

AGENDA ITEM:

Conduct a Public Hearing on levying of assessments in Improvement Area #1 of The Woods at Lindsey Place Public Improvement District and Consider/Discuss/Action on adoption of an Ordinance of the City Council of the City of Anna, Texas accepting and approving a Service and Assessment Plan and Assessment Roll for The Woods at Lindsey Place Public Improvement District; making a finding of special benefit to the property in the District; levying special Assessments against property within 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. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff recommends that the City Council conduct a public hearing and approve the Ordinance. This item includes an Ordinance that approves the Service and Assessment Plan and levying assessments in Improvement Area #1 for The Woods at Lindsey Place Public Improvement District. It is required under Texas Local Government Code Chapter 372.

FINANCIAL IMPACT:

The city will receive \$3.2 million in PID fees as bonds are issued.

BACKGROUND:

The City Council approved the creation of The Woods at Lindsey Place Public Improvement District on February 14, 2023 and set up the Public Hearing for levying assessments in Improvement Area #1 and approving the Service and Assessment Plan (SAP) for March 14, 2023.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Vibrant.

ATTACHMENTS:

1. 03 - Assessment Ordinance v2
2. 2023-03-06_ANN_Lindsey Place_SAP_v1.0

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 March 14, 2023, 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	Stan Carver II, Council Member
Lee Miller, Mayor Pro Tem	Pete Cain, Council Member
Randy Atchley, Deputy Mayor Pro-Tem	Danny Ussery, Council Member
Kevin Toten, Council Member	

Ryan Henderson, Interim City Manager
Carrie 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 THE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN 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 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 MARCH 14, 2023.

Carrie L. Land, City Secretary

Nate Pike, Mayor

(City Seal)

CITY OF ANNA

ORDINANCE NO. ____-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN 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, on February 15, 2022, a petition (the “*Petition*”) was submitted and filed with the City Secretary (the “*City Secretary*”) of the City meeting the requirements of the PID Act requesting the creation of a public improvement district within the ETJ of the City ; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (defined below), as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, the City accepted the Petition and called a public hearing to consider the creation of the District and directed the City Secretary to publish and mail notice of such hearing as required by the PID Act; and

WHEREAS, on February 14, 2023, after due notice, the City Council held a public hearing in the manner required by law on the advisability of the public improvements and services described in the Petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-02-1378 (the “*Authorization Resolution*”) adopted by a majority of the members of the City Council, authorized and created The Woods at Lindsey Place Public Improvement District (the “*District*”) in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City filed the Authorization Resolution with the Collin County Clerk as required by law, as recorded in the Real Property Records of Collin County as Document No. 2023000015008; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 14, 2023, the City Council adopted a resolution determining total costs of certain authorized public improvements, approving a preliminary service and assessment plan, including the Proposed Assessment Roll (as defined in said resolution), and directing the publication and mailing of notice of a public hearing (the “*Assessment Hearing*”) to consider an ordinance levying assessments on property within 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 February 17, 2023 in the *Herald-Democrat*, a newspaper of general circulation in the City; and

WHEREAS, the City Council conducted the Assessment Hearing on March 14, 2023, 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 property within the District (the “*Authorized 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 the District (the “*Landowners*”) had actual knowledge of the Assessment Hearing to be held on March 14, 2023, 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 Authorized Improvements for benefit of the property within the District; and

WHEREAS, the City Council finds and determines that the Assessment Roll and The Woods at Lindsey Place Public Improvement District Service and Assessment Plan, dated March 14, 2023 (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 Improvement Area #1 Assessment Roll attached thereto as Exhibit F-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 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 #1 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 Authorized Improvements;

(e) The Service and Assessment Plan apportions the Actual Cost(s) of the Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(f) All of the Improvement Area #1 Assessed Property being assessed in the amounts shown on the Improvement Area #1 Assessment Roll will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #1 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #1 Projects;

(g) The method of apportionment of the Actual Costs of the Authorized Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Authorized 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 #1 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 the area 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 #1 of the District for all purposes.

Section 5. Levy and Payment of Assessments for Costs of the Authorized Improvements.

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within Improvement Area #1 of the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the 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 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 Authorized 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. 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 14th DAY OF MARCH, 2023.

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 March, 2023 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

The Woods at Lindsey Place Public Improvement District

SERVICE AND ASSESSMENT PLAN

MARCH 14, 2023



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

TABLE OF CONTENTS

Table of Contents	1
Introduction.....	3
Section I: Definitions.....	4
Section II: The District.....	11
Section III: Authorized Improvements.....	11
Section IV: Service Plan.....	14
Section V: Assessment Plan	14
Section VI: Terms of the Assessments	18
Section VII: Assessment Roll	23
Section VIII: Additional Provisions	24
Exhibits	26
Appendices	26
Exhibit A-1 – Map of the District	27
Exhibit A-2 – Map of Improvement Area #1	28
Exhibit A-3 – Lot Type Classification Map.....	29
Exhibit B-1 – Authorized Improvements.....	30
Exhibit B-2 – Remainder Area Apportionment of Costs	31
Exhibit C – Service Plan.....	32
Exhibit D – Sources and Uses of Funds	33
Exhibit E – Maximum Assessment and Tax Rate Equivalent.....	34
Exhibit F-1 – Improvement Area #1 Assessment Roll	35
Exhibit F-2 – Projected Improvement Area #1 Annual Installment	36
Exhibit G-1 – Maps of Improvement Area #1 Improvements.....	37
Exhibit G-2 – Maps of Major Improvements	42
Exhibit H – Form of Notice of PID Assessment Termination.....	47
Exhibit I-1 – District Legal Description	50
Exhibit I-2 – Improvement Area #1 Legal Description	54
Appendix A – Engineer’s Report	58
Appendix B – Buyer Disclosures	84
The Woods at Lindsey Place Public Improvement District Buyer Disclosure – Improvement Area #1 Initial Parcel	85

The Woods at Lindsey Place Public Improvement District Buyer Disclosure Improvement Area #1 Lot Type 1	91
The Woods at Lindsey Place Public Improvement District Buyer Disclosure Improvement Area #1 Lot Type 2	97

[Remainder of page intentionally left blank.]

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 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,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On February 14, 2023, the City Council passed and approved Resolution No. 2023-02-1379 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 198.006 acres located within the corporate limits of the City, as described by the legal description on **Exhibit I-1** and depicted on **Exhibit A-1**.

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 the 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 Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean with respect to Authorized Improvements, including Developer costs to create the District, the actual costs of constructing or acquiring such Authorized Improvements, (either directly or through affiliates), including : (1) the costs 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) the costs for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) 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; (5) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds 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 Service and Assessment Plan, the 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 operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) 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 of an 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, if applicable.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Apportioned Property” means any Parcel within the District against which the costs of the Authorized Improvements are Apportioned based on special conferred benefit and against which an Assessment is anticipated to be levied, but not yet levied.

“Apportionment of Costs” means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefitted Property and Non-Assessed Property, subject to a future levy of Assessments by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, 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 Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 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, if issued, or any Annual Service Plan Update.

“Authorized Improvements” means (the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit G-1**, **Exhibit G-2** and described in **Section III**.

“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, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series 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 on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Developer" means D.R. Horton – Texas, LTD., a Texas limited partnership, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to such property to end-users.

"Development Agreement" means that certain Development Agreement entered into between the City and LHJH Properties, Ltd., a Texas limited partnership, effective November 10, 2020, applicable to all of the District, as amended by First Amendment to Development Agreement entered into between the City and Developer, dated the 24th day of January 2023, and as may be further amended by the Parties from time to time.

"District" means The Woods at Lindsey Place Public Improvement District containing approximately 198.006 acres located within the corporate limits of the City, and more specifically described in **Exhibit I-1** and depicted on **Exhibit A-1**.

"District Formation Expenses" means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City or Developer directly associated with the establishment of the District.

"Engineer's Report" means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A** for the Improvement Area #1 Improvements and Major Improvements.

"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**.

“First Year Annual Collection Costs” means the estimated cost of first year Annual Collection Costs.

“Improvement Area #1” means approximately 57.444 acres located within the District, more specifically described in **Exhibit I-2** and depicted on **Exhibit A-2**.

“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; and (4) Additional Interest, if applicable. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation, but will be included in the event Improvement Area #1 Bonds are issued.

“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 an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel 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 updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Bonds” means those certain PID “City of Anna, Texas Special Assessment Revenue Bonds, Series 2023 (The Woods at Lindsey Place Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments, and expected to be issued in calendar year 2023.

“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 G-1**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as described in **Exhibit I-2**, and depicted on **Exhibit A-2**.

“Improvement Area #1 Projects” means, collectively (1) the Improvement Area #1 Improvements; (2) the Bond Issuance Costs allocable to Improvement Area #1; and (3) the First Year Annual Collection Costs.

“Improvement Area #1 Reimbursement Agreement” means that certain “The Woods at Lindsey Place Public Improvement District Improvement Area #1 Funding and Reimbursement Agreement” entered into by and between the City and the Developer, as the developer of the Improvement Area #1 Projects, in which the Developer agrees to construct the Improvement Area #1 Projects and to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to (i) pay directly or reimburse the Developer for Actual Costs of an Improvement Area #1 Projects from the proceeds of Improvement Area #1 Bonds, if issued, in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, or (ii) reimburse the Developer for certain Actual Costs of Improvement Area #1 Projects not paid by proceeds of Improvement Area #1 Bonds solely from the revenue collected from Improvement Area #1 Assessments, including Improvement Area #1 Annual Installments, but subordinate to the lien on the Improvement Area #1 Assessments pledged to the payment of Improvement Area #1 Bonds.

“Improvement Area #1 Reimbursement Obligation” means an amount secured by the Improvement Area #1 Assessment to be paid to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement. The projected Improvement Area #1 Annual Installments for the Improvement Area #1 Reimbursement Obligation is shown on **Exhibit F-2**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and the 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 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, 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 shown on **Exhibit E**, and the anticipated Lot Type classification map is identified on **Exhibit A-3**.

“Lot Type 1” means a lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$360,000.

“Lot Type 2” means a lot within Improvement Area #1 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$375,000.

“Major Improvements” means the Authorized Improvements which provide benefit to the entirety of the district, as further described in **Section III.B** and depicted on **Exhibit G-2**.

“Maximum Assessment” means for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

“Non-Assessed Property” means Parcels that accrue special benefit from the Authorized Improvements, as determined by the City Council, but are not assessed. The Non-Assessed Property includes the multifamily and commercial areas adjacent to the District.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County the termination of an Assessment, a form of which is attached as **Exhibit H**.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax 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 Plat or 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.

“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.

“Remainder Area” means all property within the District save and except Improvement Area #1.

“Remainder Area Apportioned Property” means any Parcel within the Remainder Area against which a portion of the Actual Costs of the Major Improvements are Apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Remainder Area Apportionment of Costs” means an Apportionment of Costs against a Parcel within the Remainder Area for the Remainder Area Projects, as shown on **Exhibit B-2**, subject to

reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Remainder Area Projects” means the pro rata portion of the Major Improvements allocable to the Remainder Area based on Estimated Buildout Value.

“Service and Assessment Plan” means this The Woods at Lindsey Place Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 198.006 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit I-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 951 Lots developed with single-family homes.

Improvement Area #1 includes approximately 57.444 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit I-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 218 Lots developed with single-family homes (188 single-family homes classified as Lot Type 1, and 30 single-family homes classified as Lot Type 2).

The Remainder Area includes approximately 140.562 contiguous acres located within the corporate limits of the City. Development of the Remainder Area is anticipated to include approximately 733 Lots developed with single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property and/or the Apportioned Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

▪ *Erosion Control*

Improvements including silt fences, inlet protection, rock check dams, drill seeding, soil retention blankets, biodegradable erosion control logs, and construction exit/entrances necessary to provide erosion control for all Lots within Improvement Area #1.

▪ *Excavation*

Excavation improvements include related earthworks, excavation, intersections, and re-vegetation of all disturbed areas within the right-of-way of Improvement Area #1.

▪ *Sanitary Sewer*

Sanitary Sewer improvements include trench excavation and embedment, trench safety, PVC piping, manholes, concrete easement, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide

sanitary sewer service for all Lots within Improvement Area #1.

- *Storm Sewer*

Storm Sewer improvements include earthen channels, swales, RCP piping and boxes, manholes, curb and drop inlets, headwalls, concrete flumes, rock rip rap, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Water*

Water improvements include trench excavation and embedment, trench safety, PVC piping, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service for all Lots within Improvement Area #1.

- *Paving*

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps, related earthworks, intersections, and re-vegetation of all disturbed areas within the right-of-way of Improvement Area #1.

- *Street Lights*

Improvements including traffic signage, streetlights, and stop lights are included. These traffic and lighting improvements will provide a benefit to all Lots within Improvement Area #1.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Improvements Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal costs, consultants, and costs associated with financing the Improvement Area #1 Improvements.

B. Major Improvements

- *Excavation*

Excavation improvements include excavation, intersections, and re-vegetation of all disturbed areas within the right-of-way benefitting the entire District.

- *Sanitary Sewer*

Sanitary Sewer improvements include trench excavation and embedment, trench safety, PVC piping, manholes, concrete easement, stub outs to future developments, testing,

related earthwork, erosion control, and all necessary appurtenances required to provide sanitary sewer service to the entire District.

- *Storm Sewer*

Storm Sewer improvements include earthen channels, swales, RCP piping and boxes, manholes, curb and drop inlets, headwalls, concrete flumes, rock rip rap, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide storm drainage to the entire District.

- *Water*

Water improvements include trench excavation and embedment, trench safety, PVC piping, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service to the entire District.

- *Paving*

Paving improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps, related earthworks, intersections, and re-vegetation of all disturbed areas within the right-of-way of the District.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal costs, consultants, District Formation Expenses, and costs associated with financing the Improvement Area #1 Improvements.

C. 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.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the

underwriter's attorney fees.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, 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.

D. Other Costs

- *First Year Annual Collection Costs*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to (i) cover a period of at least five years, (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period and (iii) 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 by the City Council at least annually in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1. The notice form required by Section 5.014 of the Texas Property Code is 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 the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property and Apportioned 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, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body 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 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 Developer and all future owners and developers of the Assessed Property and Apportioned Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Improvements.
- The costs of the Major Improvements shall be allocated 24.23% to Improvement Area #1 Assessed Property and 75.77% to the Remainder Area Apportioned Property pro rata based on the Estimated Buildout Value as illustrated on **Exhibit B-1**.

B. Assessments

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, and are subject to revisions made in any Annual Service Plan Update.

The Maximum Assessment for each Lot Type within Improvement Area #1 is shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, and Lot Type 2 within Improvement Area #1 exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
 - The total costs of the Improvement Area #1 Projects equal \$9,877,603 as shown on **Exhibit B-1**; and
 - The Improvement Area #1 Initial Parcel receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
 - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$7,419,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
 - The special benefit ($\geq$ \$9,877,603) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment (\$7,419,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
 - At the time the City Council approved this Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Developer acknowledged that the Improvement Area #1 Projects confer 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 herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.
- *Remainder Area*
 - The total costs of the Remainder Area Projects allocable to the Remainder Area as financed by the Developer equals \$4,051,780 as shown on **Exhibit B-2**; and
 - The Remainder Area receives special benefit from the Remainder Area Projects equal to or greater than the Actual Cost of the Remainder Area Projects apportioned to the Remainder Area Apportioned Property; and

- The Remainder Area Apportioned Property will be apportioned 100% of the Remainder Area Projects, which equals \$4,051,780 as shown on **Exhibit B-2**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
- At the time the City Council approved this Service and Assessment Plan, the Developer owned 100% of the Remainder Area Apportioned Property. The Developer acknowledged that the Remainder Area Projects confer a special benefit on the Remainder Area Apportioned Property and consented to the imposition of the Remainder Area Apportionment of Costs in anticipation of a future levy of Assessments by the City Council to pay for all or a portion of the Remainder Area Apportionment of Costs of Remainder Area Projects 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; (2) this Service and Assessment Plan; and (3) the Apportionment of Costs on the Remainder Area Apportioned 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 PID Bonds may exceed the interest rate on the 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.

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Reimbursement Agreement as part of the Improvement Area #1 Annual Installment. Additional Interest cannot be collected on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property, as provided by the Developer. The Estimated Buildout Value for Lot Type 1 and Lot Type 2 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.

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 next Annual Service Plan Update and approved by the City Council.

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-Benefited Property

E= the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value for each Lot to be create after recording the subdivision plat as of the date of the subdivision plat is anticipated to be recorded. 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 Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

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 reflected in the next Annual Service Plan Update and approved by the City Council. 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-Benefited Property, the owner of such Lot, Parcel or portion there of shall pay 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. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of PID Assessment Termination,” a form of which is attached hereto as **Exhibit H.**

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 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.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment 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 that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the PID Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the amount required to pay all 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 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 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 PID 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.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #1 Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation will be on parity with the Improvement Area #1 Bonds.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the projected Improvement Area #1 Annual Installments. 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-Benefited Property or Non-Assessed Property, as shown by the 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. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment on the property tax bill shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act, or other applicable law.

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-Benefited 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-Benefited 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 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-Benefited Property and the remaining 90 acres of 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 be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken 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. Said owner will remain liable to pay the Annual Installments 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 Improvement Area #1 Assessment Roll is attached as **Exhibit F-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.

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 Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, said owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of the year following City Council's approval of the calculation. Otherwise, said 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 of such receipt of a written notice of 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 take such corrective action as is authorized by the PID Act, this 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 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 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 Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 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 Service and Assessment Plan. Interpretations of this 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 Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 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**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 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 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	Lot Type Classification Map
Exhibit B-1	Authorized Improvements
Exhibit B-2	Remainder Area Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Projected Improvement Area #1 Annual Installments
Exhibit G-1	Maps of Improvement Area #1 Improvements
Exhibit G-2	Maps of Major Improvements
Exhibit H	Form of Notice of PID Assessment Termination
Exhibit I-1	District Legal Description
Exhibit I-2	Improvement Area #1 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

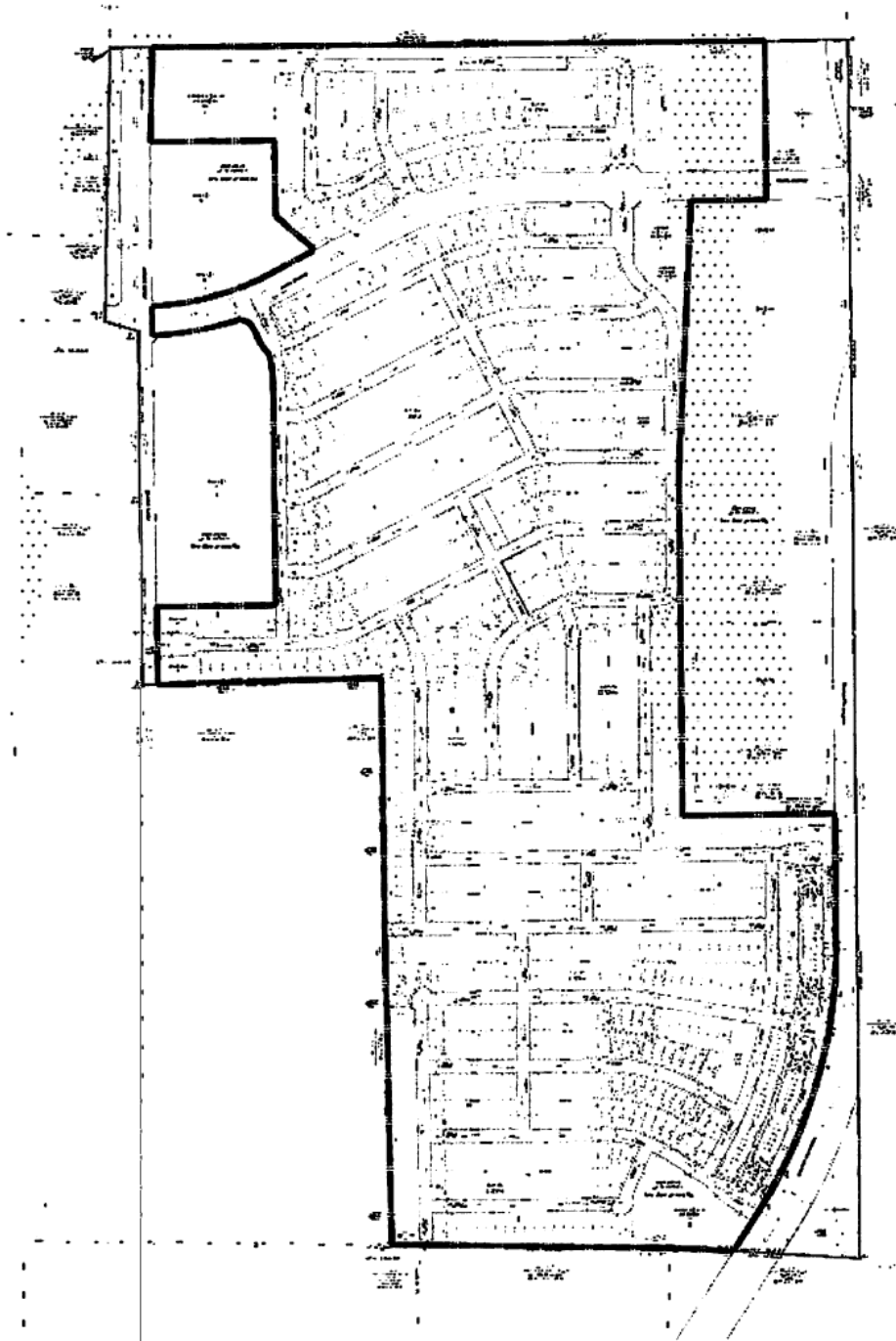


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

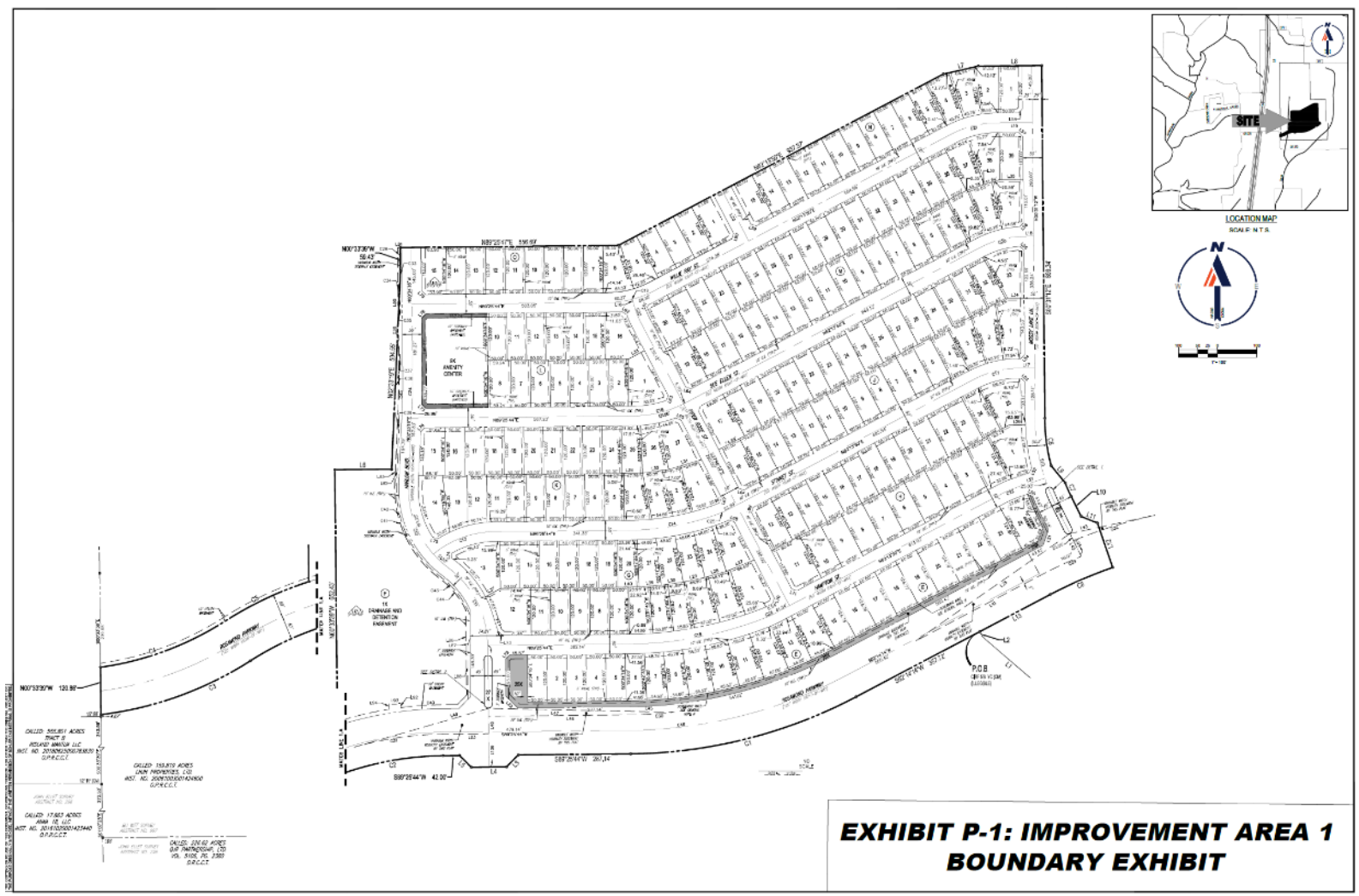


EXHIBIT A-3 – LOT TYPE CLASSIFICATION MAP

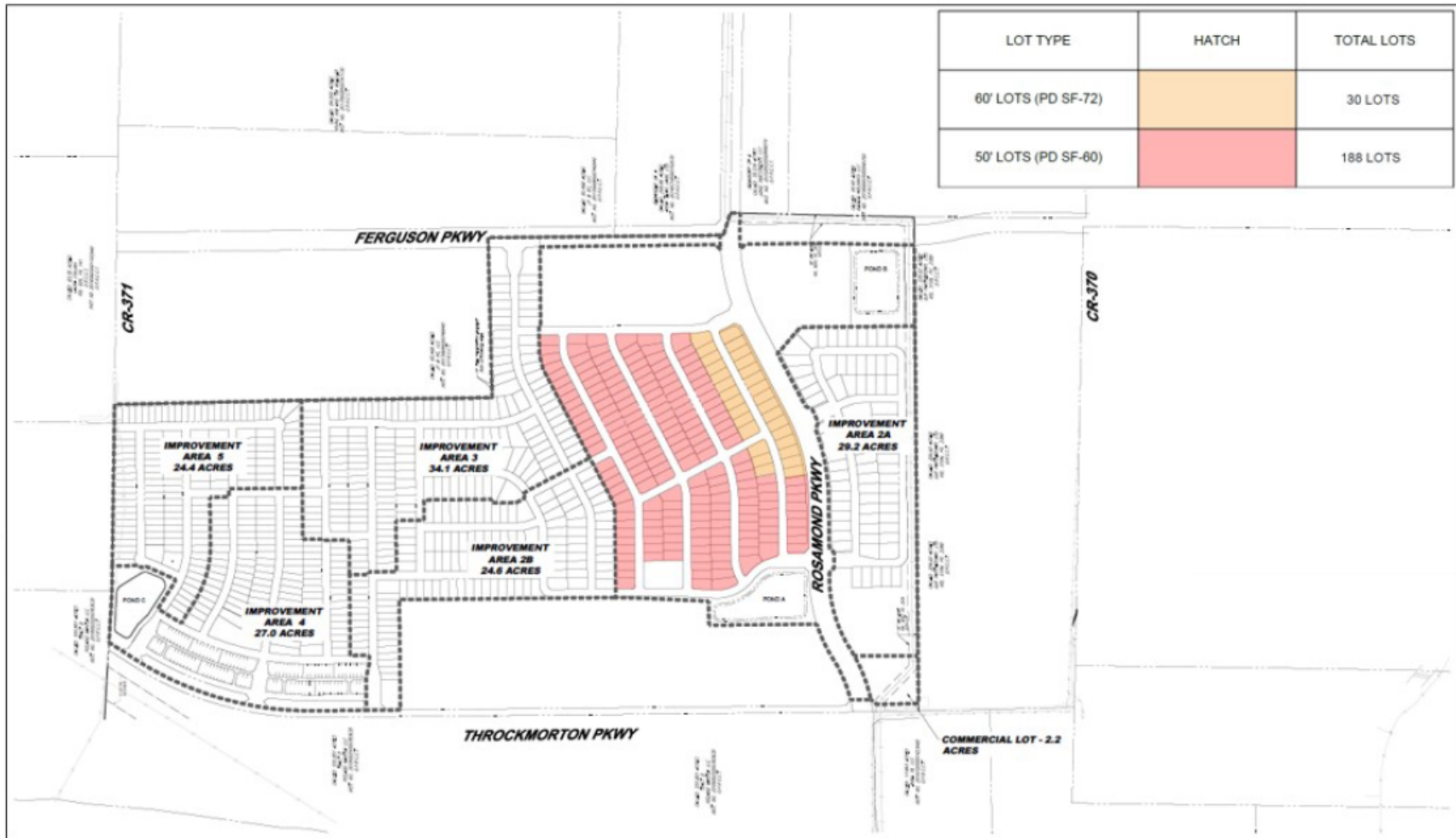


EXHIBIT B-1 – AUTHORIZED IMPROVEMENTS

	Total ¹	Non-Assessed Property ²	Private	District Eligible Costs	Improvement Area #1		Remainder Area	
					%	Cost	%	Cost
Improvement Area #1 Improvements								
Erosion Control	\$ 57,000	\$ -	\$ -	\$ 57,000	100.00%	\$ 57,000	0.00%	\$ -
Excavation	162,500	-	-	162,500	100.00%	162,500	0.00%	-
Sanitary Sewer	1,053,228	-	-	1,053,228	100.00%	1,053,228	0.00%	-
Storm Sewer	1,771,838	-	-	1,771,838	100.00%	1,771,838	0.00%	-
Water	1,123,596	-	-	1,123,596	100.00%	1,123,596	0.00%	-
Paving	1,772,441	-	-	1,772,441	100.00%	1,772,441	0.00%	-
Street Lights	66,000	-	-	66,000	100.00%	66,000	0.00%	-
Soft Costs ³	1,329,145	-	-	1,329,145	100.00%	1,329,145	0.00%	-
	\$ 7,335,748	\$ -	\$ -	\$ 7,335,748		\$ 7,335,748		\$ -
Major Improvements								
Excavation	\$ 612,616	93,824	\$ -	\$ 518,792	24.23%	\$ 125,685	75.77%	\$ 393,107
Sanitary Sewer	1,212,374	185,679	-	1,026,695	24.23%	248,732	75.77%	777,963
Storm Sewer	1,136,739	174,095	-	962,644	24.23%	233,215	75.77%	729,429
Water	758,402	116,152	-	642,250	24.23%	155,595	75.77%	486,655
Paving	1,450,080	222,084	-	1,227,996	24.23%	297,501	75.77%	930,495
Soft Costs ³	1,144,068	175,218	-	968,850	24.23%	234,719	75.77%	734,132
	\$ 6,314,279	\$ 967,052	\$ -	\$ 5,347,227		\$ 1,295,447		\$ 4,051,780
Private Improvements								
Private Improvements	\$ 5,957,494	\$ -	\$ 5,957,494	\$ -		\$ -		\$ -
	\$ 5,957,494	\$ -	\$ 5,957,494	\$ -		\$ -		\$ -
Bond Issuance Costs								
Debt Service Reserve Fund	\$ 538,608	\$ -	\$ -	\$ 538,608		\$ 538,608		\$ -
Capitalized Interest	-	-	-	-		-		-
Underwriter Discount	148,400	-	-	148,400		148,400		-
Underwriter's Counsel	74,200	-	-	74,200		74,200		-
Cost of Issuance	445,200	-	-	445,200		445,200		-
	\$ 1,206,408	\$ -	\$ -	\$ 1,206,408		\$ 1,206,408		\$ -
Other Costs								
First Year Annual Collection Costs	\$ 40,000	\$ -	\$ -	\$ 40,000		\$ 40,000		\$ -
	\$ 40,000	\$ -	\$ -	\$ 40,000		\$ 40,000		\$ -
Total	\$ 20,853,929	\$ 967,052	\$ 5,957,494	\$ 13,929,383		\$ 9,877,603		\$ 4,051,780

Footnotes:

(1) Costs based on Engineer's Report, attached hereto as **Appendix A**.

(2) Non-Assessed Property allocated 15.32% of Major Improvements based on Acreage (\$6,314,279 * 15.32% = \$967,052).

(3) Includes Engineering and Contingency as detailed in the Engineer's Report.

EXHIBIT B-2 – REMAINDER AREA APPORTIONMENT OF COSTS

Improvement Area	Units ¹	Estimated Buildout Value	Major Improvements ²		Total Apportionment for Future Funding ¹
			%	Costs	
Improvement Area #1	218	\$ 78,930,000	24.23%	\$ 1,295,447	
Remainder Area	733	\$ 246,870,000	75.77%	\$ 4,051,780	\$ 4,051,780
Total	951	\$ 325,800,000	100.00%	\$ 5,347,227	

Footnotes:

- 1) Reimbursable in part or in full from future Assessments levied in the Remainder Area.
- 2) The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1 and the Remainder Area.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00	\$ -
Interest		\$ 572,004.90	\$ 571,773.60	\$ 571,542.30	\$ 571,388.10	\$ 571,311.00
	(1)	\$ 575,004.90	\$ 574,773.60	\$ 573,542.30	\$ 572,388.10	\$ 571,311.00
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest ¹	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(3) = (1) + (2)	\$ 615,004.90	\$ 615,573.60	\$ 615,158.30	\$ 614,836.42	\$ 614,608.29

Footnotes:

1) Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation. In the event Improvement Area #1 Bonds are issued, the Service Plan and Assessment Roll shall be updated to reflect the Additional Interest collected for the Improvement Area #1 Bonds.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private/ Non-Assessed Property	Improvement Area #1	Remainder Area	Total
Sources of Funds				
Improvement Area #1 Reimbursement Obligation	\$ -	\$ 7,419,000	\$ -	\$ 7,419,000
Developer Contribution - Improvement Area #1 ¹	-	2,458,603	-	2,458,603
Developer Contribution - Remainder Area ³	-	-	4,051,780	4,051,780
Developer Contribution - Non-Assessed Property ¹	967,052	-	-	967,052
Developer Contribution - Private Improvements ¹	5,957,494	-	-	5,957,494
Total Sources	\$ 6,924,546	\$ 9,877,603	\$ 4,051,780	\$ 20,853,929
Uses of Funds				
Improvement Area #1 Improvements	\$ -	\$ 7,335,748	\$ -	\$ 7,335,748
Major Improvements	967,052	1,295,447	4,051,780	6,314,279
Private Improvements	5,957,494	-	-	5,957,494
	\$ 6,924,546	\$ 8,631,195	\$ 4,051,780	\$ 19,607,521
<i>Bond Issuance Costs</i> ²				
Debt Service Reserve Fund	\$ -	\$ 538,608	\$ -	\$ 538,608
Capitalized Interest	-	-	-	-
Underwriter's Discount	-	148,400	-	148,400
Underwriter's Counsel	-	74,200	-	74,200
Cost of Issuance	-	445,200	-	445,200
	\$ -	\$ 1,206,408	\$ -	\$ 1,206,408
<i>Other Costs</i>				
First Year Annual Collection Costs	-	40,000	-	40,000
	\$ -	\$ 40,000	\$ -	\$ 40,000
Total Uses	\$ 6,924,546	\$ 9,877,603	\$ 4,051,780	\$ 20,853,929

Footnotes:

- 1) Not reimbursable to the Developer through Assessments or PID Bond proceeds.
- 2) Preliminary estimate only, to be updated if Improvement Area #1 Bonds are issued.
- 3) Apportioned costs to be levied in part or in full at a later date.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot TypeUnits ¹		Estimated Buildout Value ¹		Assessment		Average Annual Installment		PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1 (50')	188	\$360,000	\$ 67,680,000	\$33,838	\$6,361,560	\$ 2,805	\$ 527,416	\$ 0.78
Lot Type 2 (60')	30	\$375,000	\$ 11,250,000	\$35,248	\$1,057,440	\$ 2,922	\$ 87,669	\$ 0.78
Total	218	\$ 78,930,000		\$7,419,000		\$ 615,085		

Footnotes:

1) Per information provided by the Developer.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ¹	Lot Type	Outstanding Assessment	Annual Installment due 1/31/24
2832376	Improvement Area #1 Initial Parcel	\$ 7,419,000.00	\$ 615,004.90
Total		\$ 7,419,000.00	\$ 615,004.90

Footnotes:

1) The entire Improvement Area #1 is contained within Property ID 2832376. For billing purposes, the Improvement Area #1 Annual Installment due 1/31/2024 shall be allocated pro rata based on acreage.

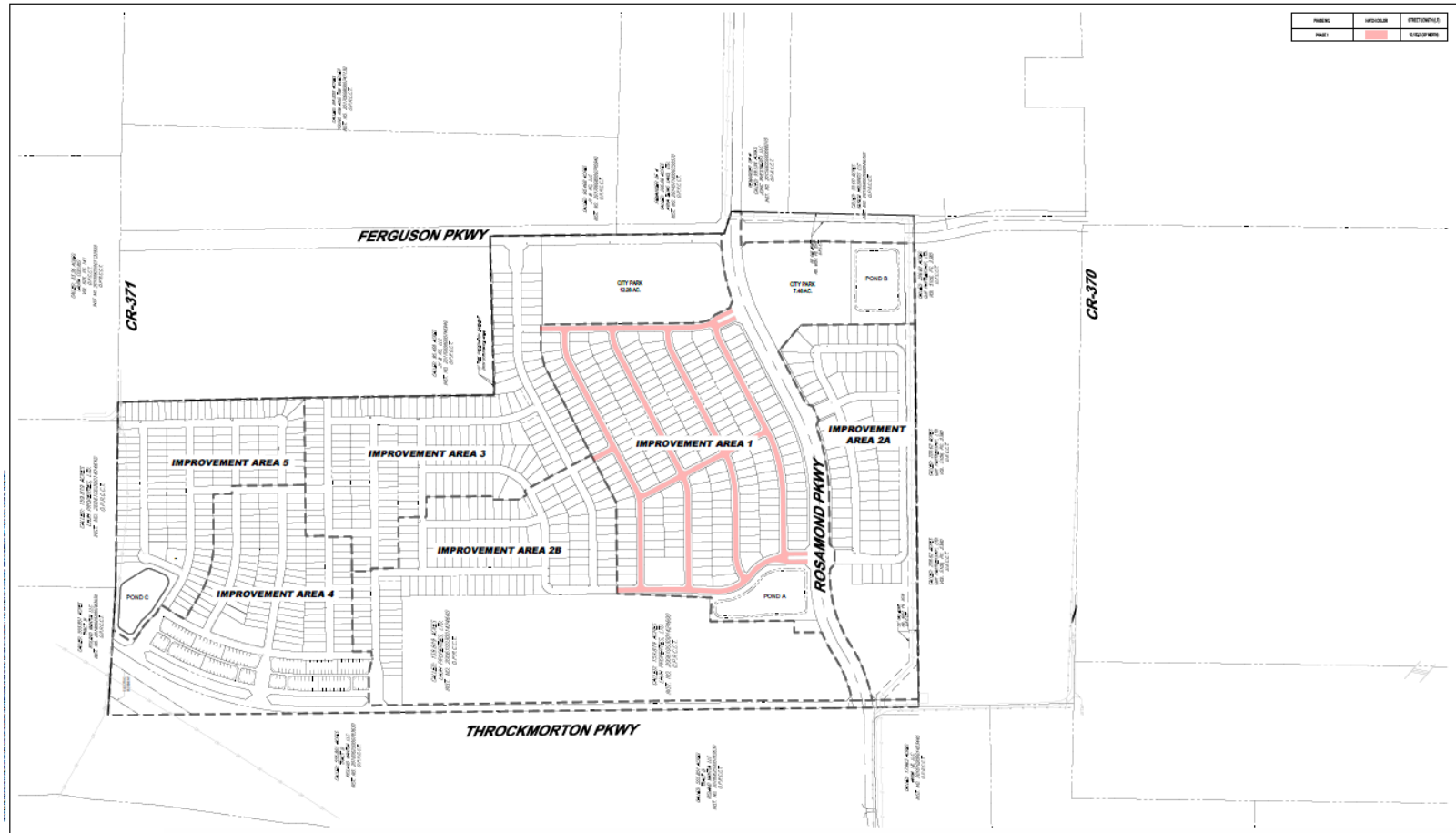
EXHIBIT F-2 – PROJECTED IMPROVEMENT AREA #1 ANNUAL INSTALLMENT

Annual Installments Due 1/31	Principal	Interest ¹	Annual Collection Costs	Total Annual Installment ²
2024	\$ 3,000.00	\$ 572,004.90	\$ 40,000.00	\$ 615,004.90
2025	\$ 3,000.00	\$ 571,773.60	\$ 40,800.00	\$ 615,573.60
2026	\$ 2,000.00	\$ 571,542.30	\$ 41,616.00	\$ 615,158.30
2027	\$ 1,000.00	\$ 571,388.10	\$ 42,448.32	\$ 614,836.42
2028	\$ -	\$ 571,311.00	\$ 43,297.29	\$ 614,608.29
2029	\$ 151,000.00	\$ 420,147.00	\$ 44,163.24	\$ 615,310.24
2030	\$ 159,000.00	\$ 411,585.30	\$ 45,046.50	\$ 615,631.80
2031	\$ 167,000.00	\$ 402,570.00	\$ 45,947.43	\$ 615,517.43
2032	\$ 175,000.00	\$ 393,101.10	\$ 46,866.38	\$ 614,967.48
2033	\$ 184,000.00	\$ 383,178.60	\$ 47,803.71	\$ 614,982.31
2034	\$ 194,000.00	\$ 372,745.80	\$ 48,759.78	\$ 615,505.58
2035	\$ 204,000.00	\$ 361,746.00	\$ 49,734.98	\$ 615,480.98
2036	\$ 214,000.00	\$ 350,179.20	\$ 50,729.68	\$ 614,908.88
2037	\$ 225,000.00	\$ 338,045.40	\$ 51,744.27	\$ 614,789.67
2038	\$ 237,000.00	\$ 325,287.90	\$ 52,779.16	\$ 615,067.06
2039	\$ 249,000.00	\$ 311,850.00	\$ 53,834.74	\$ 614,684.74
2040	\$ 262,000.00	\$ 297,731.70	\$ 54,911.43	\$ 614,643.13
2041	\$ 276,000.00	\$ 282,876.30	\$ 56,009.66	\$ 614,885.96
2042	\$ 291,000.00	\$ 267,227.10	\$ 57,129.85	\$ 615,356.95
2043	\$ 306,000.00	\$ 250,727.40	\$ 58,272.45	\$ 614,999.85
2044	\$ 322,000.00	\$ 233,377.20	\$ 59,437.90	\$ 614,815.10
2045	\$ 339,000.00	\$ 215,119.80	\$ 60,626.66	\$ 614,746.46
2046	\$ 357,000.00	\$ 195,898.50	\$ 61,839.19	\$ 614,737.69
2047	\$ 376,000.00	\$ 175,656.60	\$ 63,075.97	\$ 614,732.57
2048	\$ 396,000.00	\$ 154,337.40	\$ 64,337.49	\$ 614,674.89
2049	\$ 418,000.00	\$ 131,884.20	\$ 65,624.24	\$ 615,508.44
2050	\$ 440,000.00	\$ 108,183.60	\$ 66,936.72	\$ 615,120.32
2051	\$ 464,000.00	\$ 83,235.60	\$ 68,275.45	\$ 615,511.05
2052	\$ 489,000.00	\$ 56,926.80	\$ 69,640.96	\$ 615,567.76
2053	\$ 515,000.00	\$ 29,200.50	\$ 71,033.78	\$ 615,234.28
Total	\$ 7,419,000.00	\$ 9,410,838.90	\$ 1,622,723.23	\$ 18,452,562.13

Footnotes:

- 1) The interest rate is calculated at 7.71% for years 1-5, and 5.67% for the remaining term, as described in the Improvement Area #1 Reimbursement Agreement.
- 2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

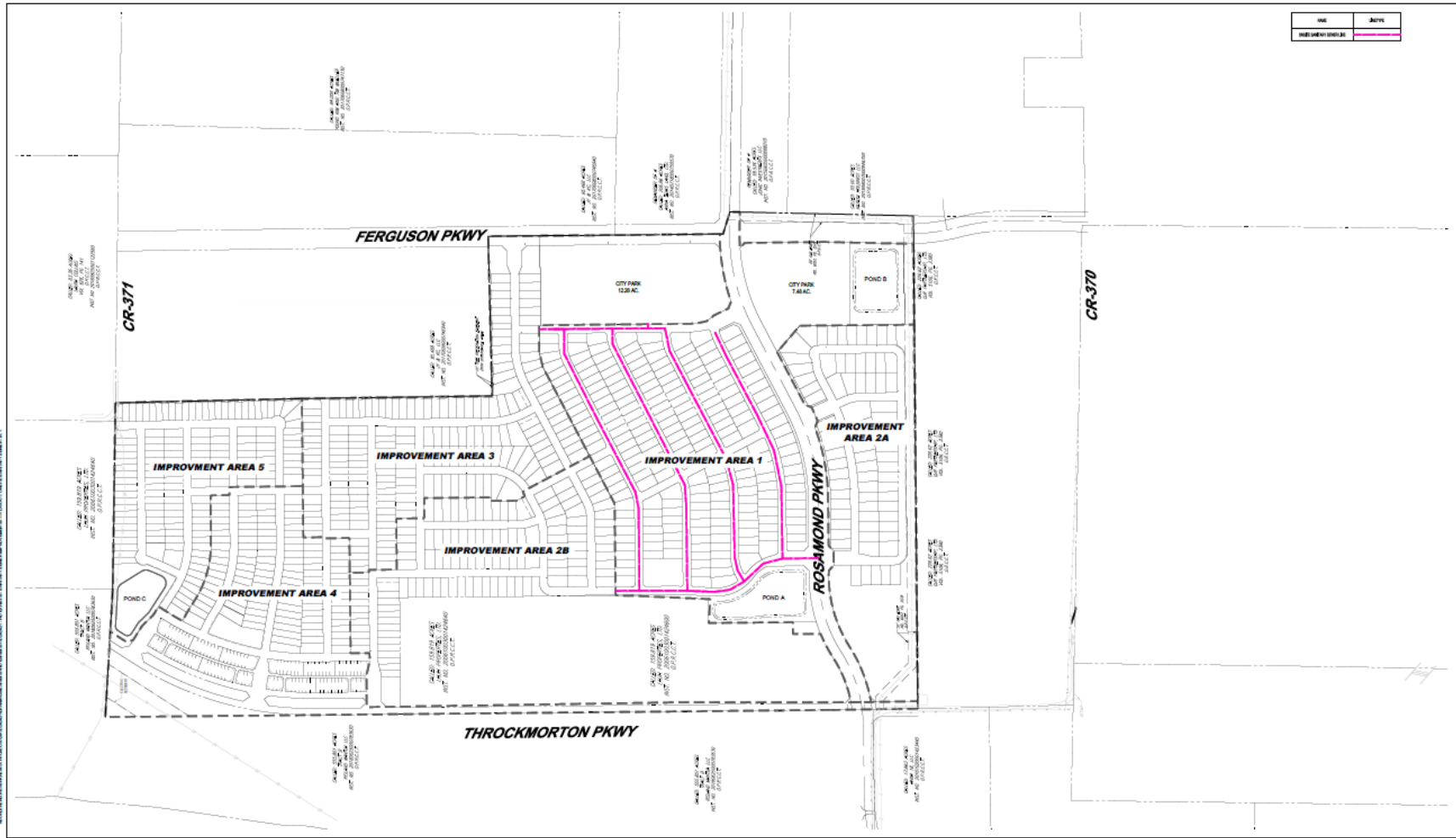


BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 488-7300
TX@BohlerEng.com
TDE No. 18065 | TDE No. 10194413

EXHIBIT C-1: IMPROVEMENT AREA 1 ON-SITE DEVELOPER ROADWAY IMPROVEMENTS THE WOODS AT LINDSEY PLACE ANNA, TEXAS

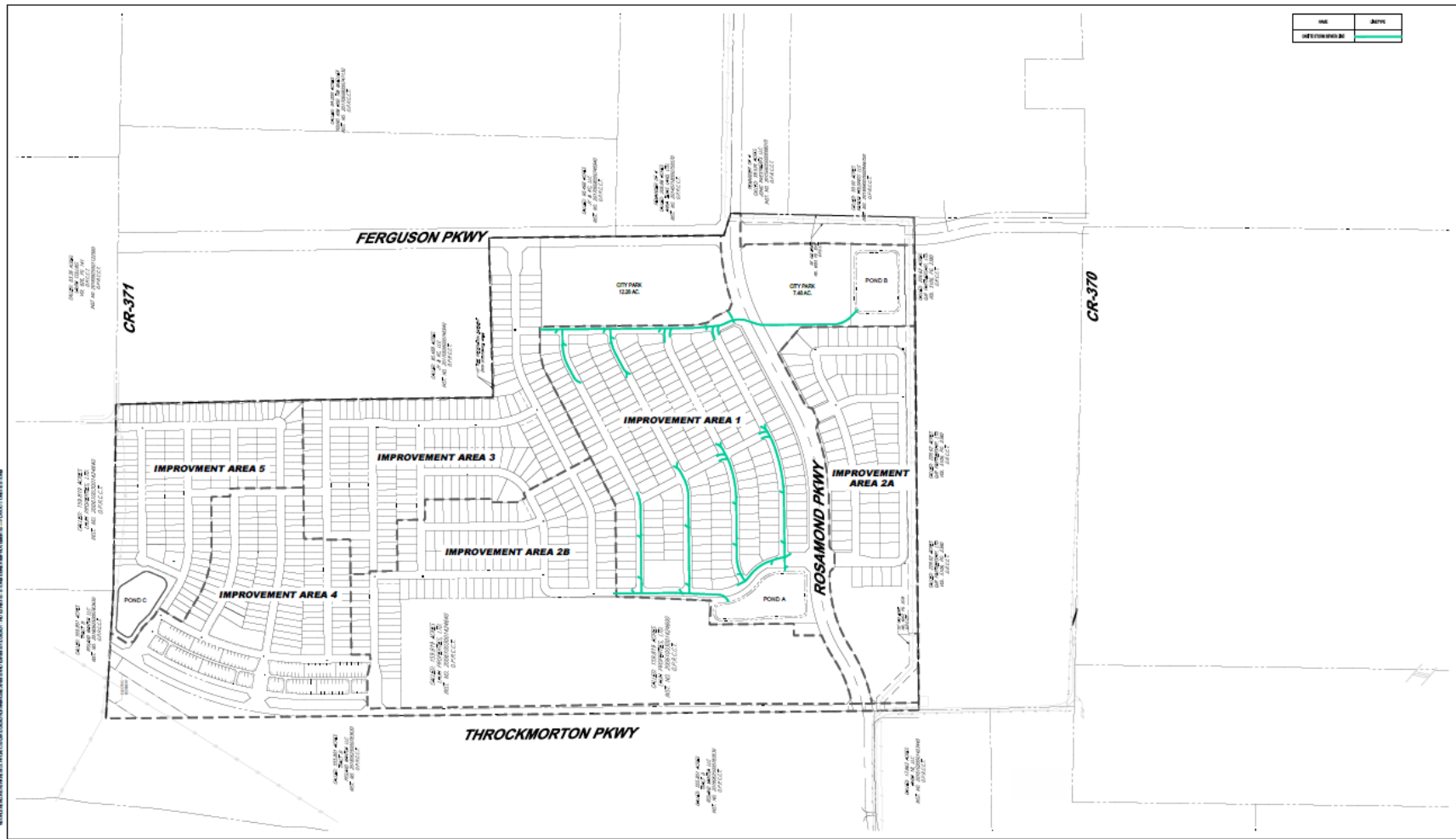




BOHLER //
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBP# No. 18005 | TBP#L No. 10194413

**EXHIBIT D-1: ON-SITE IMPROVEMENT AREA 1
DEVELOPER SANITARY SEWER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS**

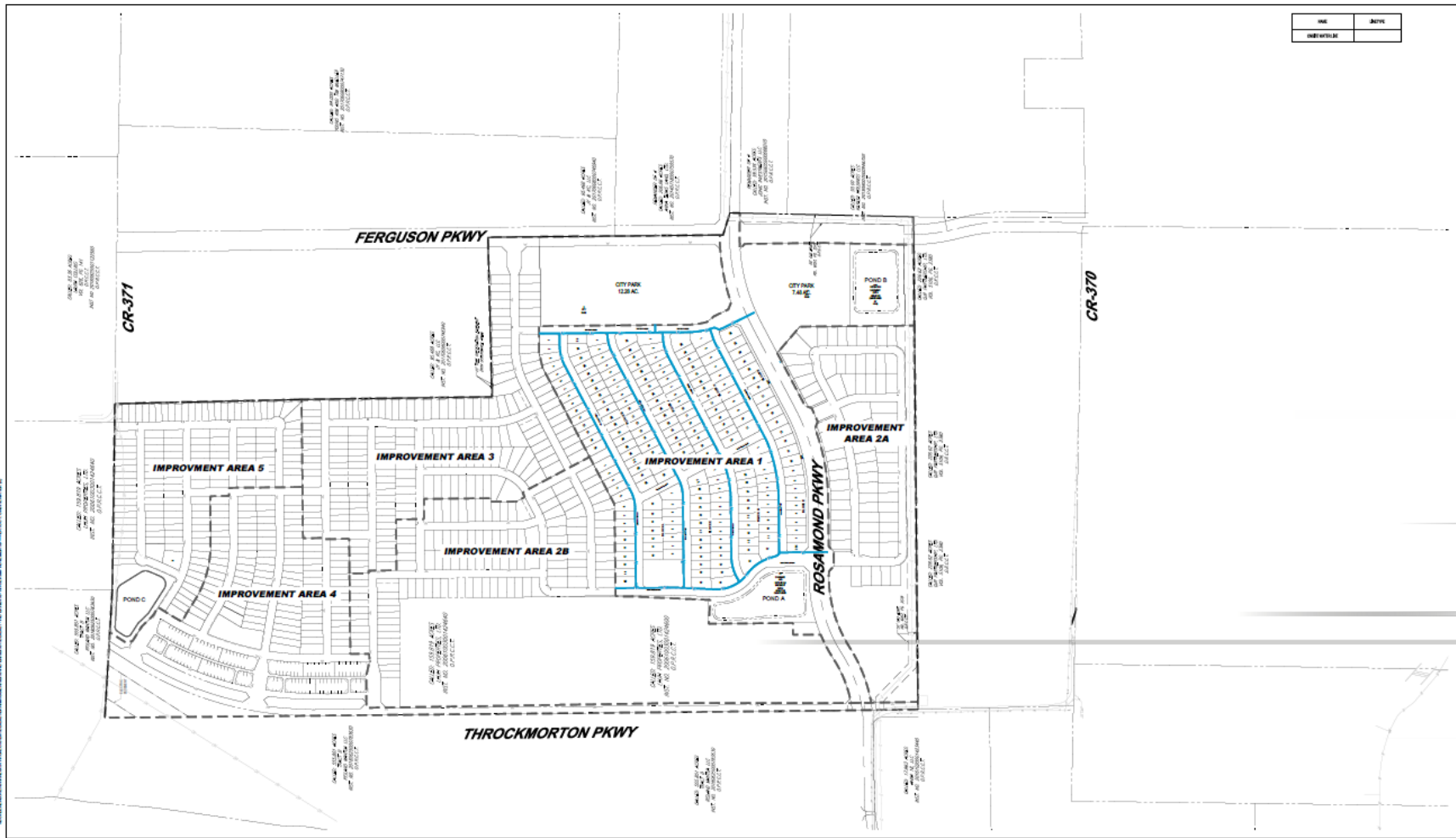




BOHLER //
 2600 NETWORK BLVD, SUITE 310
 FRISCO, TX 75034
 Phone: (469) 459-7300
 TX@BohlerEng.com
 TBPE No. 18095 | TBPLS No. 10194413

**EXHIBIT E-1: ON-SITE IMPROVEMENT AREA 1
 DEVELOPER STORM SEWER IMPROVEMENTS
 THE WOODS AT LINDSEY PLACE
 ANNA, TEXAS**

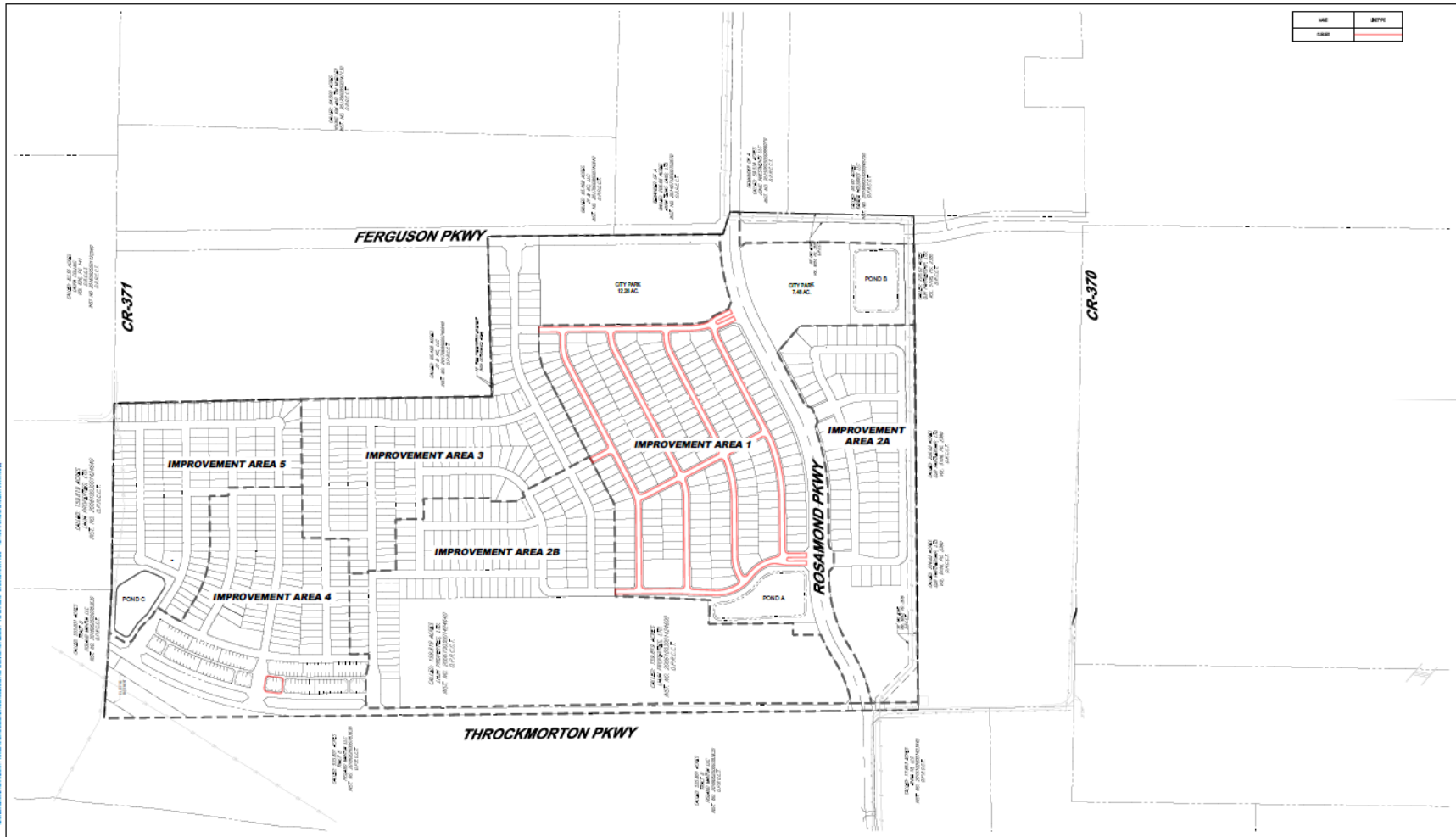




BOHLER //

**EXHIBIT F-1: ON-SITE IMPROVEMENT AREA 1
DEVELOPER WATER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS**

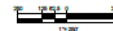




BOHLER //

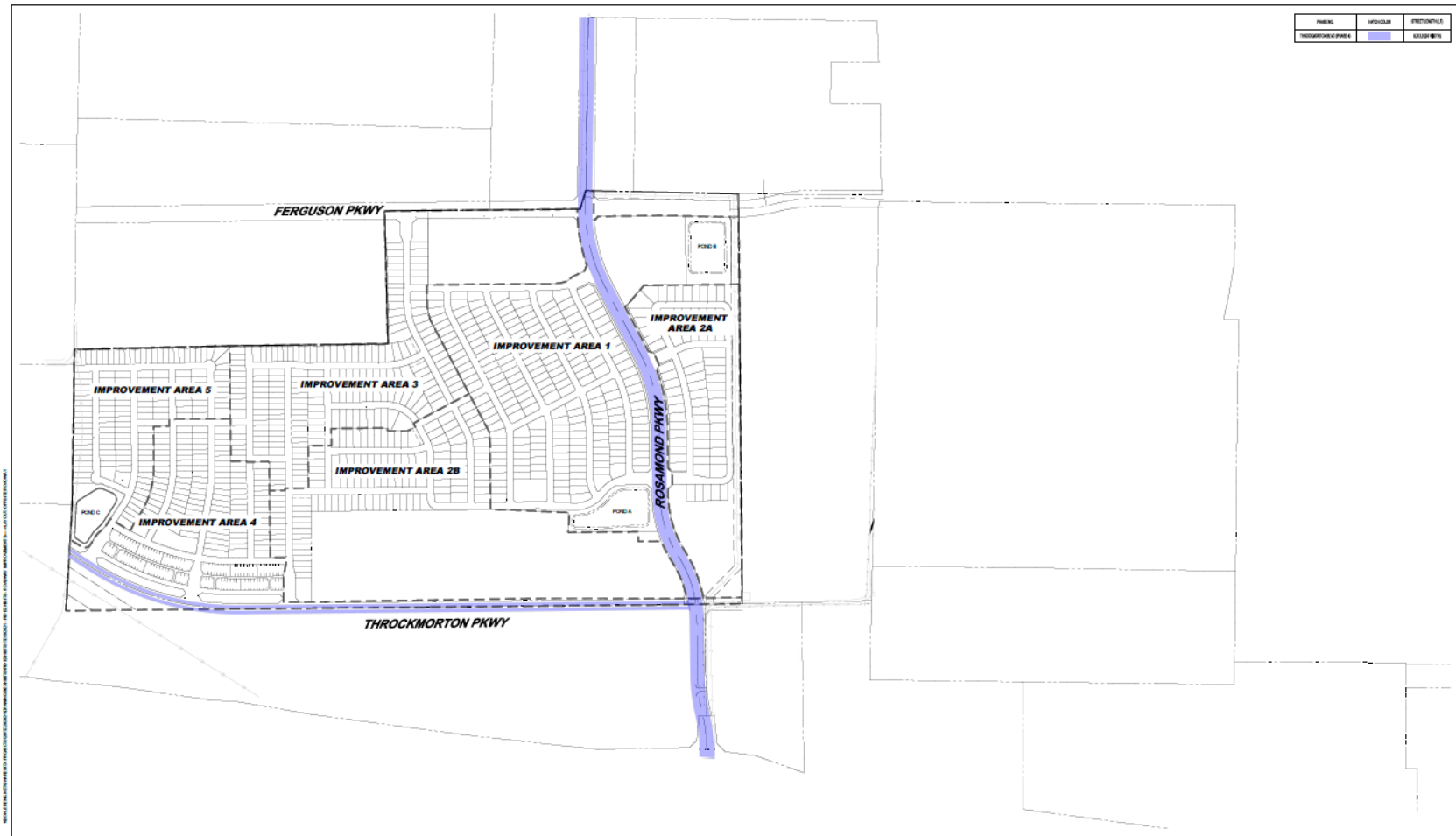
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TSP# No. 18085 | TSP#L# No. 10194413

**EXHIBIT G-1: IMPROVEMENT AREA 1
ON-SITE DEVELOPER EROSION CONTROL
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS**



06/17/22 | EOL | T0203021

EXHIBIT G-2 – MAPS OF MAJOR IMPROVEMENTS



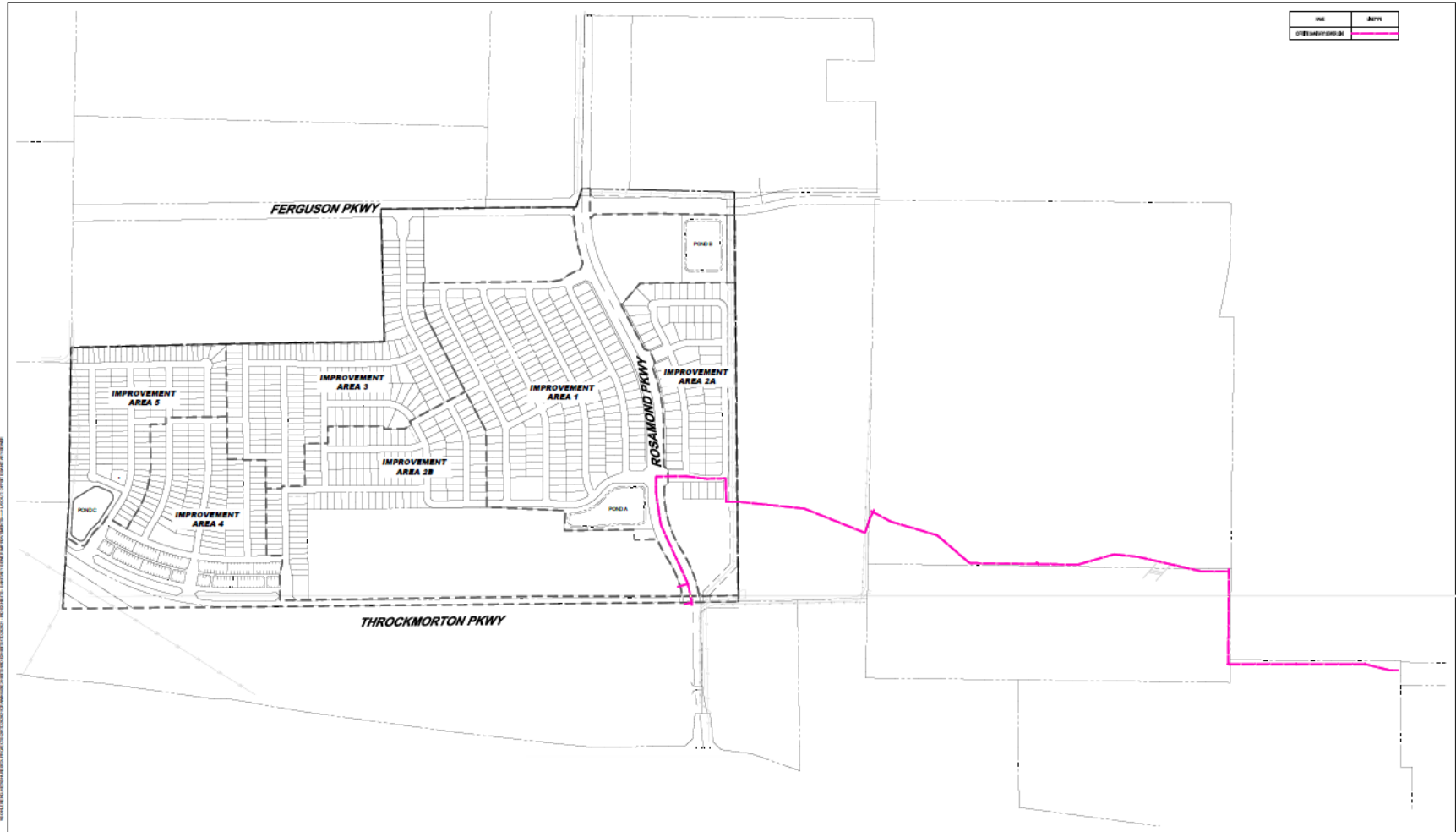
BOHLER //

2500 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TSP# No. 18085 | TSP# No. 10194413

EXHIBIT H: PUBLIC ROADWAY MAJOR IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





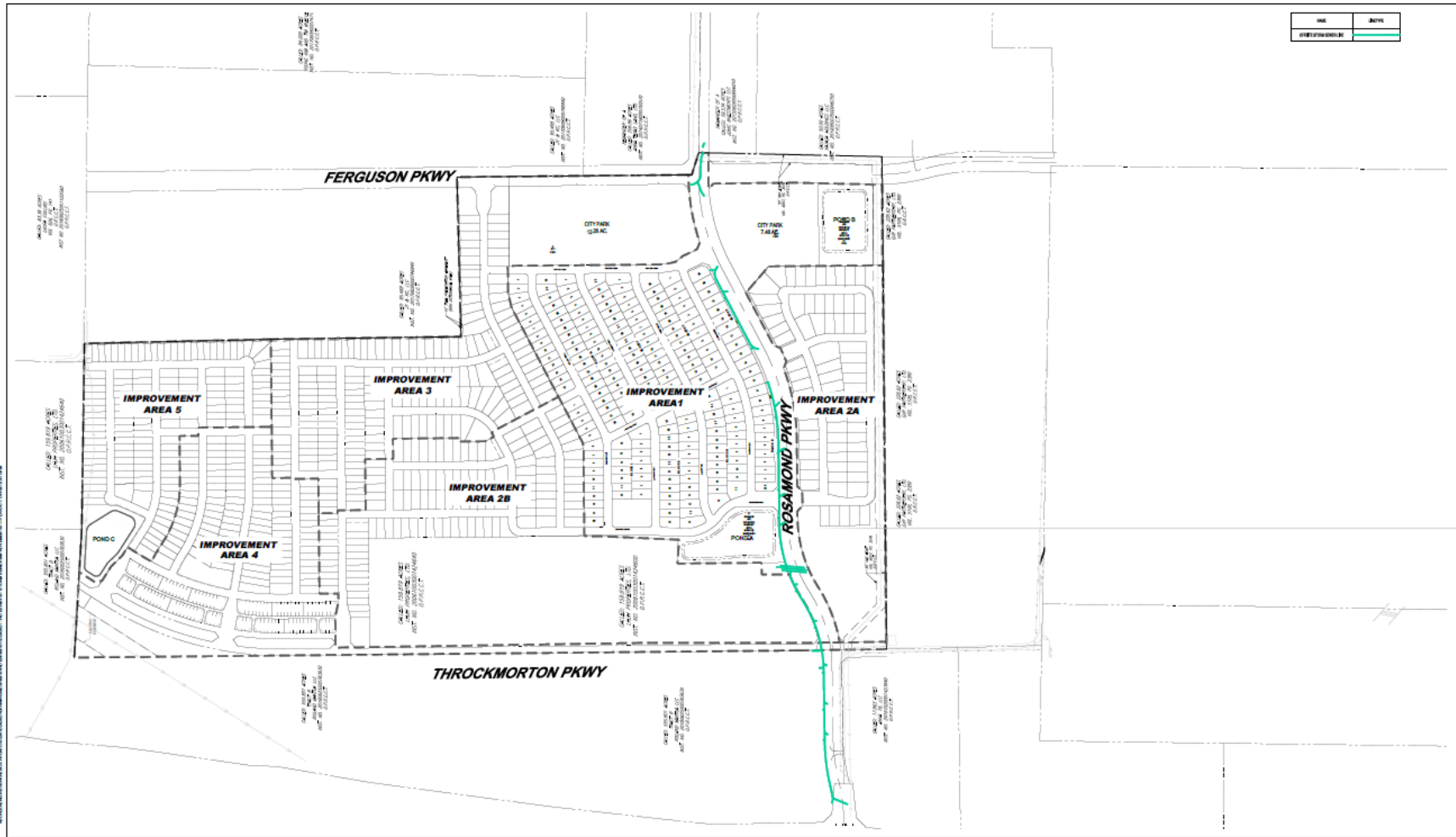
BOHLER //

2500 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBP# No. 15065 | TBP# No. 10194413

EXHIBIT I: MAJOR IMPROVEMENT PUBLIC SANITARY SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





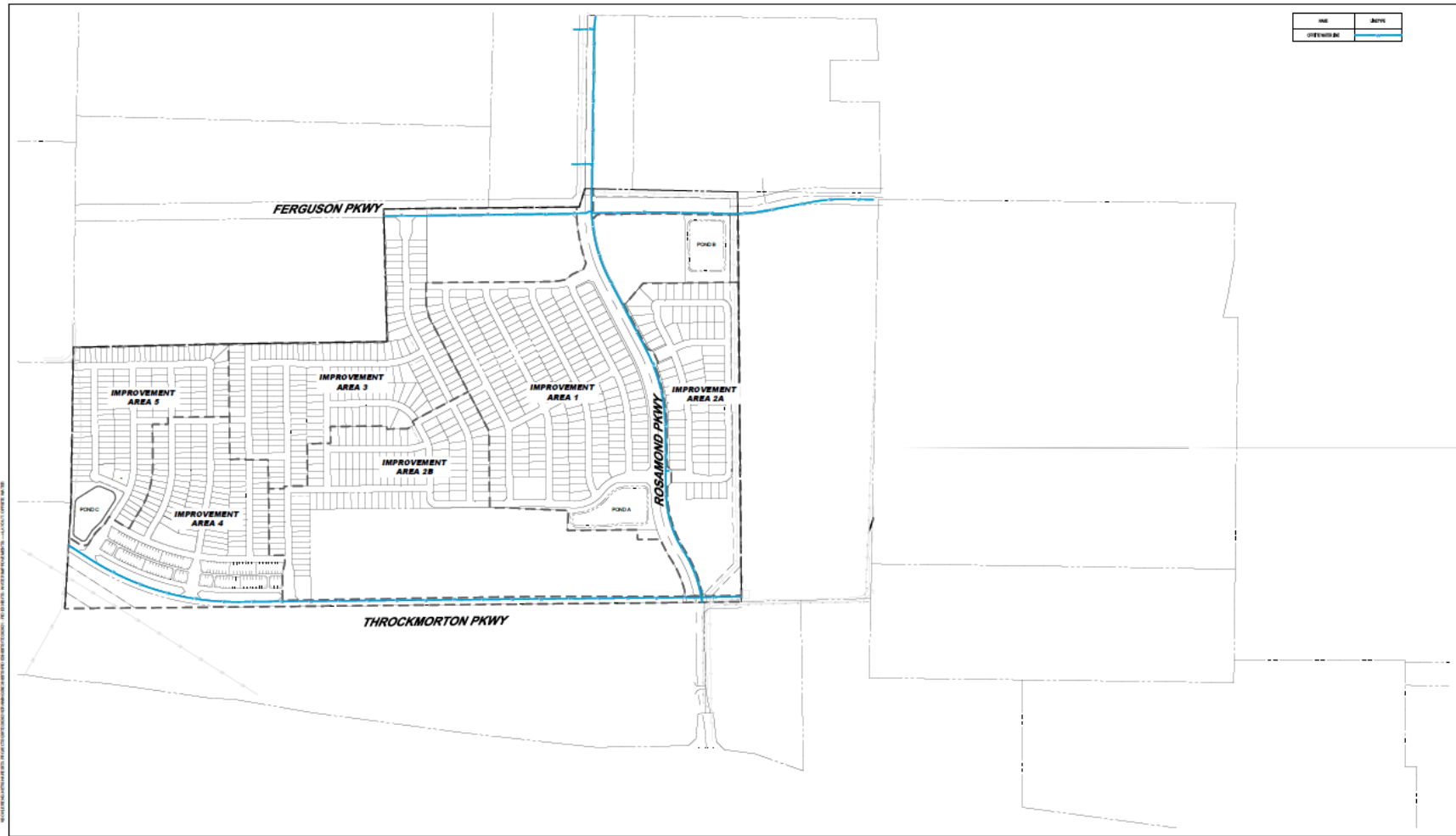
BOHLER

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TDE No. 18095 | TDE No. 10194413

EXHIBIT J: MAJOR IMPROVEMENTS PUBLIC STORM SEWER THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





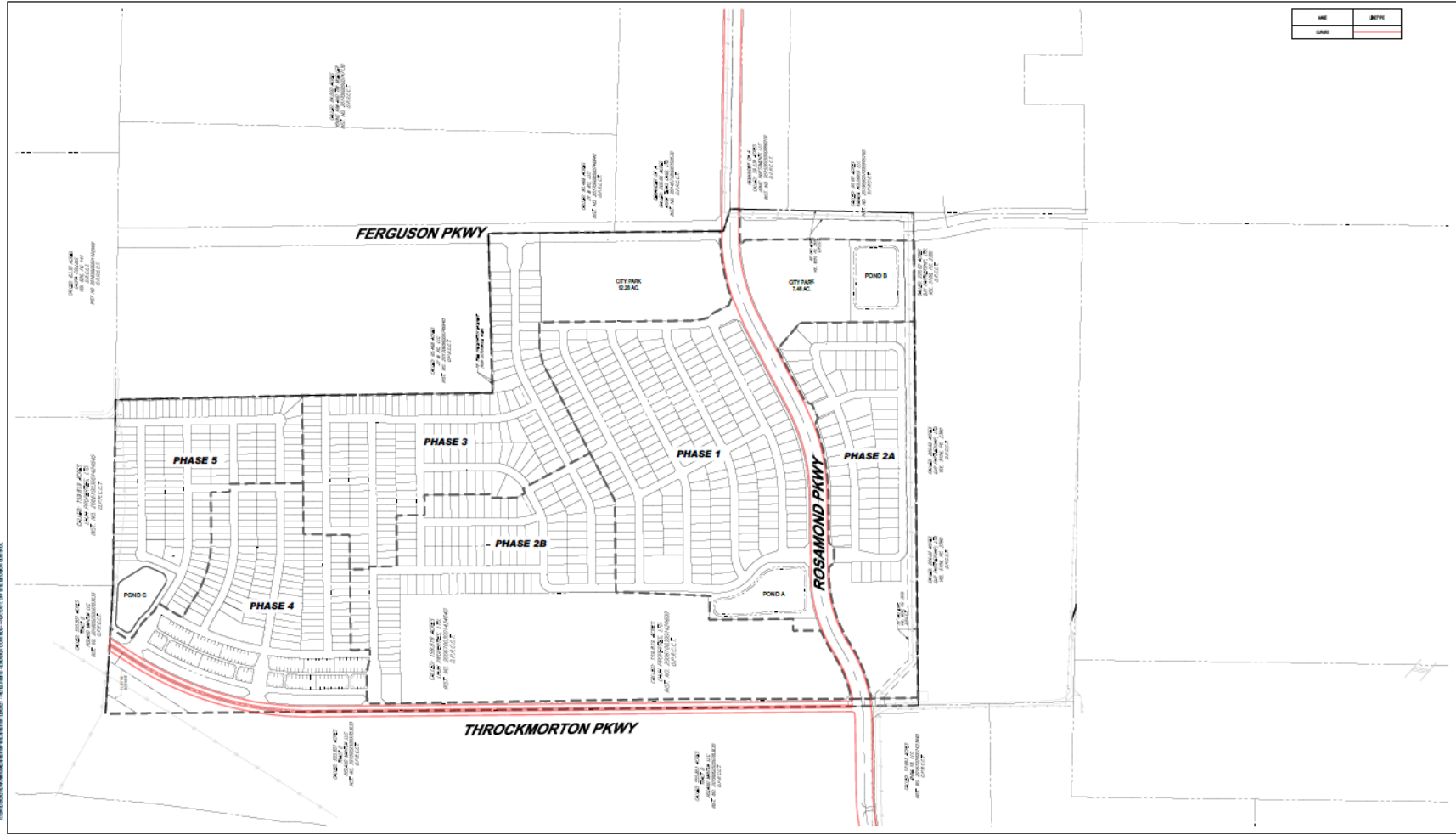
BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 459-7300
TX@BohlerEng.com
TBPE No. 18095 | TBPL No. 10194413

EXHIBIT K: MAJOR IMPROVEMENT PUBLIC WATER THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBP# No. 18055 | TBP#L No. 10194413

EXHIBIT L: OFF-SITE PUBLIC EROSION CONTROL THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



EXHIBIT H – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Collin County Clerk's Office
Honorable [County Clerk]
Collin County Administration Building
2300 Bloomdale Rd, Suite 2106
McKinney, TX 75071

Re: City of Anna Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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
120 W. 7th Street
Anna, TX 75409

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

**[City Secretary Name]
120 W. 7th Street
Anna, TX 75409**

**[City Secretary Name]
120 W. 7th Street
Anna, TX 75409**

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 §
 § **KNOW 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 (the "City").

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Anna, Texas 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 of the City; and

WHEREAS, on February 14, 2023, the City Council of the City approved Resolution No. _____ creating The Woods at Lindsey Place Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 198.006 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Collin County, TX; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Collin County, Texas (the "Property"); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City/County hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF ANNA, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

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 Manager for the City of Anna, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT I-1 – DISTRICT LEGAL DESCRIPTION

Exhibit Q – Overall PID Legal Description

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 275.00 acre tract of land described in a Special Warranty Deed to D.R. Horton – Texas, Ltd., recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 275.00 acre tract of land, said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI Preferred Income Fund II, LLC, recorded in Instrument No. 20210830001753370, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 168.60 feet along the south line of said 275.00 acre tract of land and along the north line of said 226.62 acre tract of land to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,480.27 feet along the south line of said 275.00 acre tract of land) and along the north line of said 226.62 acre tract of land to a point for corner, from which a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" set (hereinafter called "iron rod set") at the southwest corner of said 275.00 acre tract of land bears South 89 degrees 28 minutes 48 seconds West, a distance of 335.99 feet

THENCE North 00 degrees 34 minutes 00 seconds West, a distance of 385.03 feet to a point for corner;

THENCE North 29 degrees 27 minutes 03 seconds West, a distance of 120.00 feet to a point for corner;

THENCE Northeasterly 44.49 feet along a non-tangent curve to the left, having a central angle of 03 degrees 13 minutes 35 seconds, a radius of 790.00 feet, a tangent of 22.25 feet and whose cord bears North 58 degrees 56 minutes 09 seconds East, a cord distance of 44.48 feet to a point for corner;

THENCE Northeasterly 236.99 feet along a curve to the right, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent of 119.17 feet and whose cord bears North 64 degrees 47 minutes 01 seconds East, a cord distance of 236.32 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 652.43 feet to a point for corner;

THENCE North 89 degrees 26 minutes 21 seconds East, a distance of 144.81 feet to a point for corner;

THENCE North 02 degrees 33 minutes 19 seconds East, a distance of 504.55 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 1,369.34 feet to a point for corner;

THENCE South 89 degrees 26 minutes 21 seconds West, a distance of 620.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 526.78 feet to a point for corner;

THENCE Northeasterly 1,091.99 feet along a curve to the right, having a central angle of 32 degrees 41 minutes 20 seconds, a radius of 1,914.00 feet, a tangent of 561.30 feet and whose cord bears North 15 degrees 47 minutes 01 seconds East, a cord distance of 1,077.24 feet to a point for corner;

THENCE North 32 degrees 39 minutes 37 seconds East, a distance of 90.00 feet to a point for corner;

THENCE North 32 degrees 43 minutes 36 seconds East, a distance of 144.49 feet to a point in the north line of said 275.00 acre tract of land, said point being a the south line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 255.78 feet along the north line of said 275.00 acre tract of land and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet along the north line of said 275.00 acre tract of land to a one-half inch iron rod set for corner, said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 275.00 acre tract of land and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the northeast corner of said 275.00 acre tract of land, said iron rod being at the northwest corner of a called 95.444 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI PREFERRED INCOME FUND II, LLC, recorded in Instrument No. 20210819001679920, (O.P.R.C.C.T);

THENCE along the east line of said 275.00 acre tract of land and along the west line of said 95.444 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.444 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 906.82 feet along the most easterly north line of said 275.00 acre tract of land and along the most westerly south line of said 95.444 acre tract of land to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 314.82 feet to a point for corner;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 481.91 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 889.34 feet to a point for corner;

THENCE Southeasterly 120.981 feet along a curve to the left, having a central angle of 14 degrees 35 minutes 35 seconds, a radius of 475.00 feet, a tangent of 60.82 feet and whose cord bears South 07 degrees 49 minutes 00 seconds East, a cord distance of 120.66 feet to a point for corner;

THENCE South 39 degrees 17 minutes 34 seconds East, a distance of 55.80 feet to a point for corner;

THENCE Southeasterly 38.63 feet along a non-tangent curve to the left, having a central angle of 04 degrees 51 minutes 53 seconds, a radius of 455.00 feet, a tangent of 19.33 feet and whose cord bears South 23 degrees 58 minutes 10 seconds East, a cord distance of 38.62 feet to a point for corner;

THENCE South 26 degrees 24 minutes 07 seconds East, a distance of 56.52 feet to a point for corner;

THENCE South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a point for corner;

THENCE Northeasterly 361.48 feet along a non-tangent curve to the right, having a central angle of 16 degrees 26 minutes 14 seconds, a radius of 1,260.00 feet, a tangent of 181.99 feet and whose cord bears North 79 degrees 13 minutes 01 seconds East, a cord distance of 360.24 feet to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 120.07 feet to a point for corner;

THENCE Southwesterly 497.56 feet along a non-tangent curve to the left, having a central angle of 25 degrees 00 minutes 25 seconds, a radius of 1,140.00 feet, a tangent of 252.80 feet and whose cord bears South 74 degrees 44 minutes 27 seconds West, a cord distance of 493.62 feet to a point for corner;

THENCE South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to a point for corner;

THENCE South 27 degrees 45 minutes 46 seconds East, a distance of 15.00 feet to a point for corner;

THENCE South 49 degrees 18 minutes 42 seconds East, a distance of 194.61 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 305.98 feet to a point for corner;

THENCE North 89 degrees 28 minutes 48 seconds East, a distance of 501.05 feet to a point for corner;

THENCE South 01 degrees 14 minutes 22 seconds West, a distance of 327.87 feet to a point for corner;

THENCE Southeasterly 60.96 feet along a curve to the left, having a central angle of 02 degrees 46 minutes 20 seconds, a radius of 1,260.00 feet, a tangent of 30.49 feet and whose cord bears South 00 degrees 08 minutes 48 seconds East, a cord distance of 60.96 feet to the **POINT OF BEGINNING** and containing 8,625,128 square feet or 198.006 acres.

EXHIBIT I-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Exhibit Q-1 – PID Improvement Area 1 Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 02 degrees 33 minutes 19 seconds East a distance of 508.75 feet to a capped iron rod set for corner;

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

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

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

North 77 degrees 11 minutes 7 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

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

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

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 6 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 89 degrees 45 minutes 40 seconds East a distance of 121.05 feet;

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

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 4 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears North 68 degrees 26 minutes 43 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 7 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 2 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

South 19 degrees 0 minutes 5 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 66 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

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

APPENDIX A – ENGINEER’S REPORT

[Remainder of page left intentionally blank.]

DATED: MARCH 6, 2023
RE: ENGINEER'S REPORT
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS

INTRODUCTION

The Woods at Lindsey Place is a proposed single-family development including approximately 198 AC and is anticipated to include approximately 951 single family homes located approx. 3,000 ft (~0.57 miles) east of U.S. 75 and approximately 1200 ft west of County Road 369, Anna, Texas (City) as depicted in *Exhibit A*. This Engineer's report includes the documents requested by the City for the formation of the Public Improvement District (PID) and the issuance of bonds. 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 (OPC) has been prepared for all off-site and on-site infrastructure and is included as *Exhibit B*.

DEVELOPMENT IMPROVEMENTS

Development improvements have been separated into On-site Developer Improvements, Public Major Improvements, and Area 1 improvements.

The **Public Major Improvements** will be included in the PID. These improvements include all related earthwork, excavation, erosion control, and utilities.

- *Roadway*

Improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps, related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide benefit to future developments, including The Woods at Lindsey Place.

- *Water Systems*

Improvements include trench excavation and embedment, trench safety, PVC piping, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service to future developments, including The Woods at Lindsey Place.

- *Sanitary Sewer*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, concrete encasement, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide sanitary sewer service to future developments, including The Woods at Lindsey Place.

- *Storm Sewer*

Improvements include earthen channels, swales, RCP piping and boxes, manholes, curb and drop inlets, headwalls, concrete flumes, rock rip rap, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide storm drainage to future developments, including The Woods at Lindsey Place.

The **Improvement Area 1 Improvements** will be included in the PID. These include all related earthwork, excavation, erosion control, and utilities improvements noted in the **Public Major Improvements** and will provide benefit to each Lot within Improvement Area 1.

On-site Developer Improvements for the project are depicted in [Exhibit C](#) through [Exhibit G](#), Public Major Improvements are depicted in [Exhibit H](#) through [Exhibit L](#), and Improvement Area 1 Improvements are depicted in [Exhibit C-1](#) through [Exhibit G-1](#) and [Exhibit M-1](#) through [Exhibit N-1](#) and [Exhibit P-1](#) through [Exhibit Q-1](#).

DEVELOPMENT SCHEDULE

Design Stage

The Overall Preliminary Plat for the entire development has been approved by the City of Anna. The flood study has been approved by the City of Anna. The On-site and Off-site civil construction plans for Phase #1 Improvements and Off-site Public Improvements have been approved by the City of Anna.

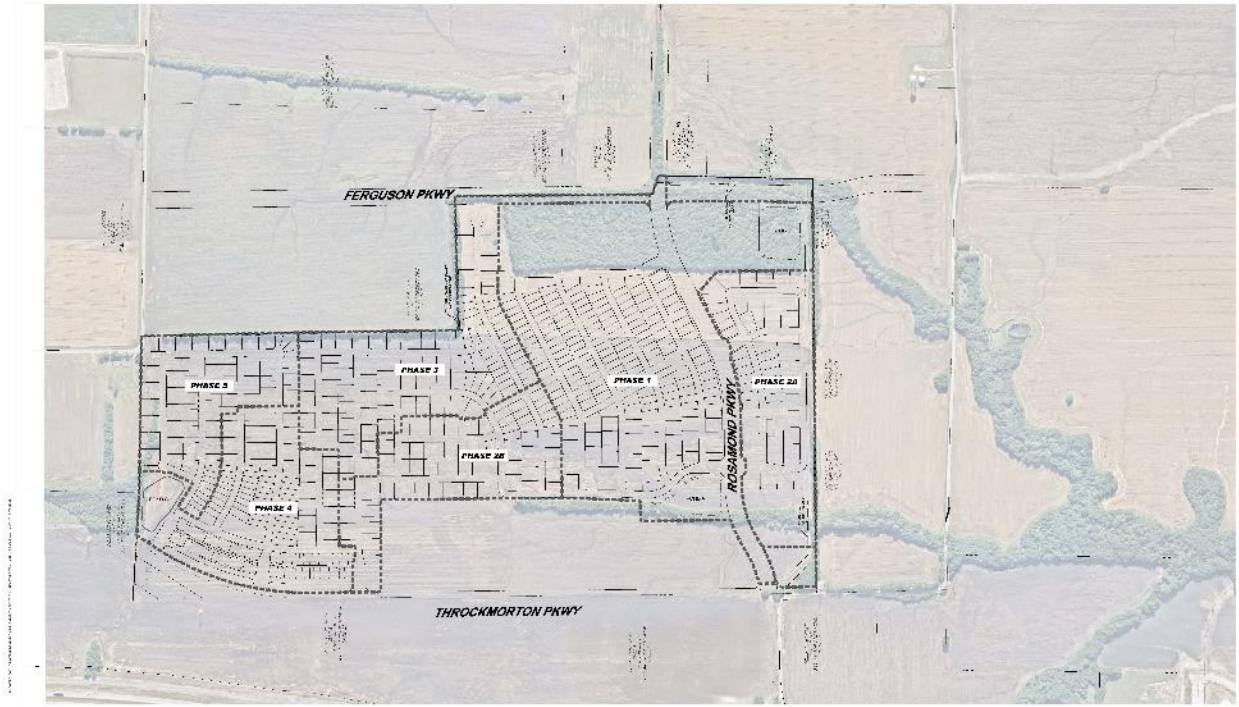
Construction Stage

Phase 1 of The Woods at Lindsey Place and the Off-site Public Improvements began in Fall 2021 with final acceptance from the City anticipated fall of 2022. A project schedule for the home build out is depicted in [Exhibit O](#).

Dean Cardwell, P.E.



• CIVIL AND CONSULTING ENGINEERS • PROJECT MANAGERS • SURVEYORS •
WWW.BOHLERENGINEERING.COM



BOHLER //
 17001 FARM ROAD 3000, SUITE 100
 FARMER, TEXAS 76044
 PHONE: 817-456-1000
 FAX: 817-456-1001
 WWW.BOHLENG.COM

**EXHIBIT A: SITE PLAN
 THE WOODS AT LINDSEY PLACE**

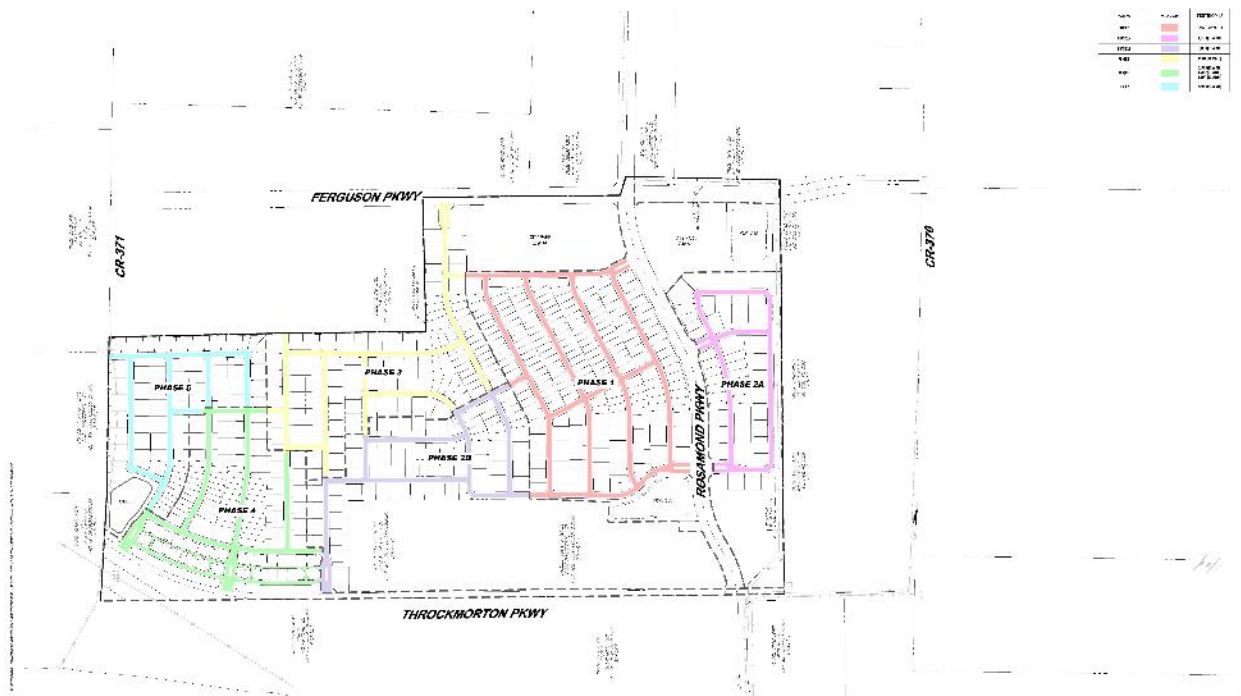
ANNA, TEXAS



EXHIBIT B: PID COST SUMMARY
REVISION OF PROBABLE CONSTRUCTION COST
FEBRUARY 3, 2023

PHASE TOTAL SUMMARY							
COST TYPE	IA 1	IA 2A	IA 2B	IA 3	IA 4	IA 5	TOTAL
PHASEC	\$ 12,626,007	\$ 2,201,121	\$ 3,405,798	\$ 6,602,002	\$ 6,236,692	\$ 3,689,599	\$ 29,768,377
PRIVATE	\$ 5,997,254	\$ 1,379,321	\$ 1,972,58	\$ 2,382,599	\$ 2,559,142	\$ 1,793,561	\$ 17,840,266
TOTAL	\$ 18,623,261	\$ 3,581,121	\$ 7,181,642	\$ 8,983,592	\$ 11,815,743	\$ 5,483,121	\$ 57,248,334

62

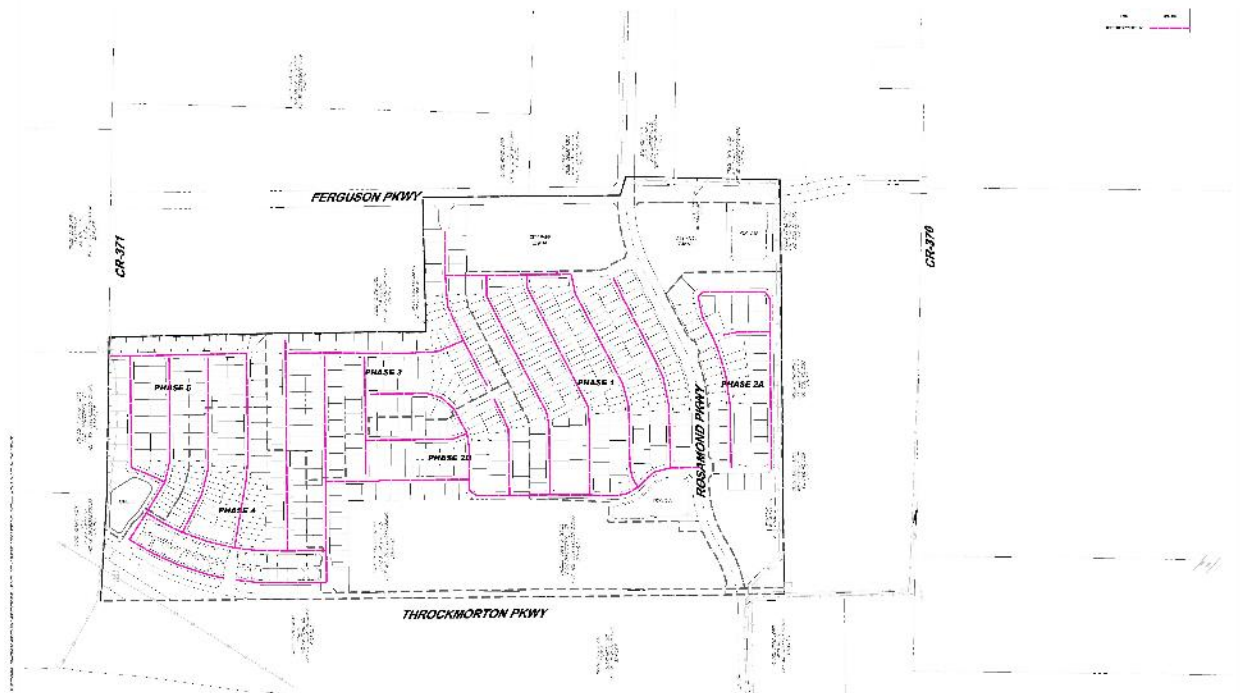


BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMER, TEXAS 77430
PHONE: (832) 464-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT C: ON-SITE DEVELOPER ROADWAY IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



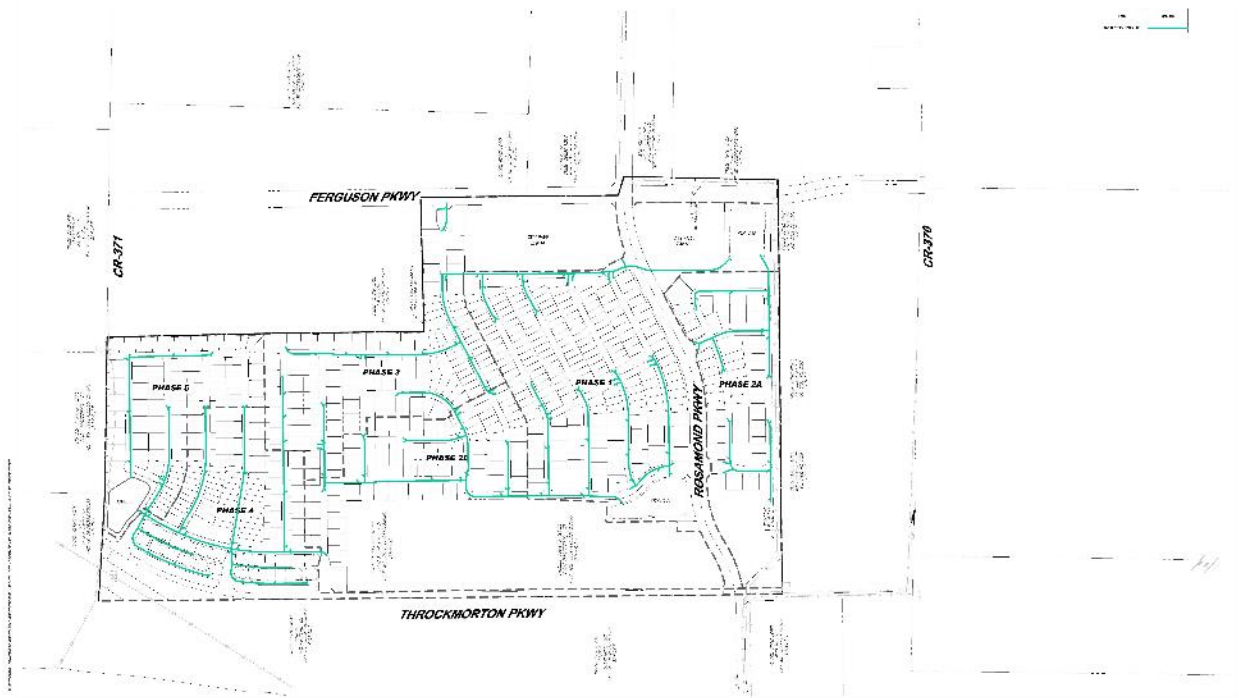
BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMER, TEXAS 77430
PHONE: (832) 464-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT D: ON-SITE DEVELOPER SANITARY SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



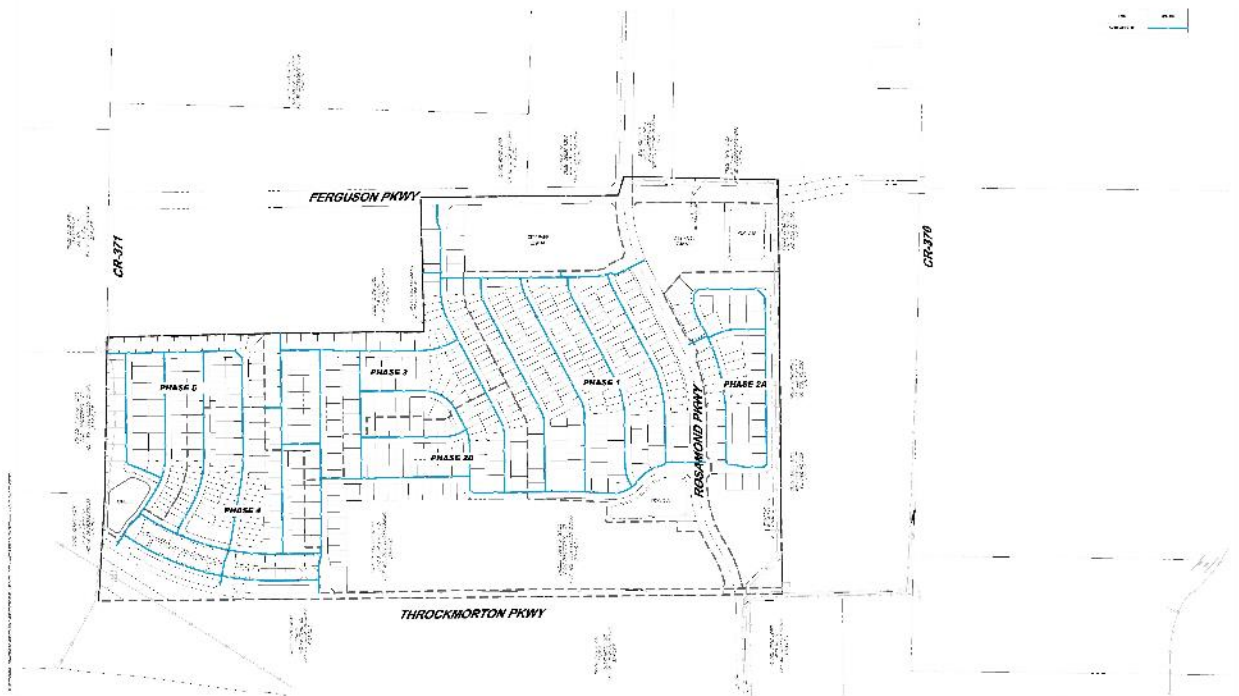


BOHLER

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMERSVILLE, TX 77430
PHONE: (832) 464-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT E: ON-SITE DEVELOPER STORM SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



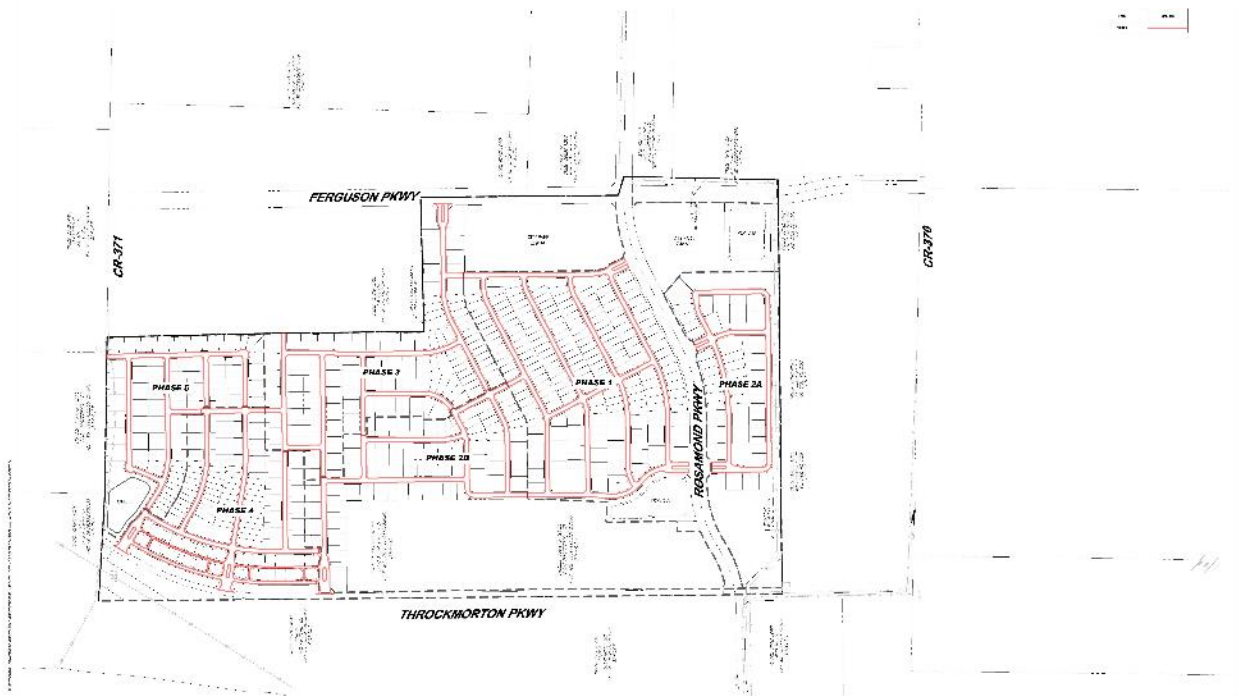
BOHLER

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMERSVILLE, TX 77430
PHONE: (832) 464-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT F: ON-SITE DEVELOPER WATER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FRIEND, TX 77540
PHONE: (409) 434-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT G: ON-SITE DEVELOPER EROSION CONTROL THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FRIEND, TX 77540
PHONE: (409) 434-2222
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT H: OFF-SITE PUBLIC ROADWAY IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



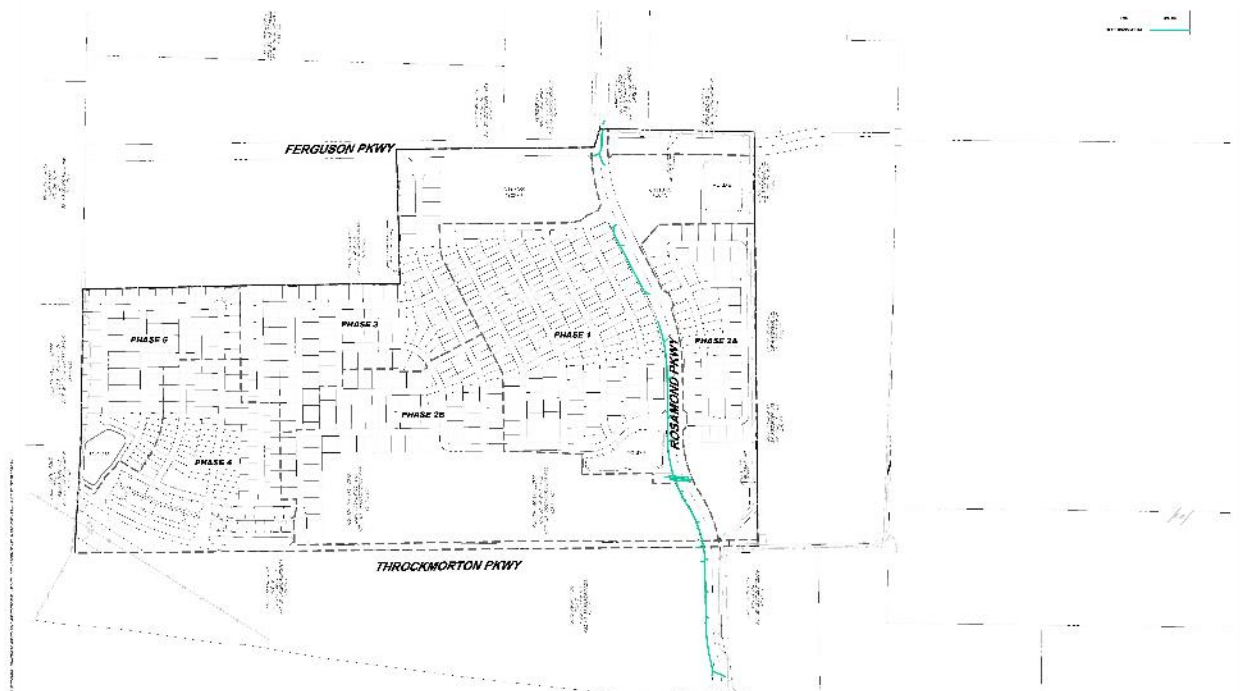
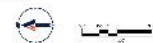


BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMERSVILLE, TX 77430
PH: 817.444.4444
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT I: OFF-SITE PUBLIC SANITARY SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



BOHLER //

2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FARMERSVILLE, TX 77430
PH: 817.444.4444
TX@bohlereng.com
WWW.BOHLENG.COM

EXHIBIT J: OFF-SITE PUBLIC STORM SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

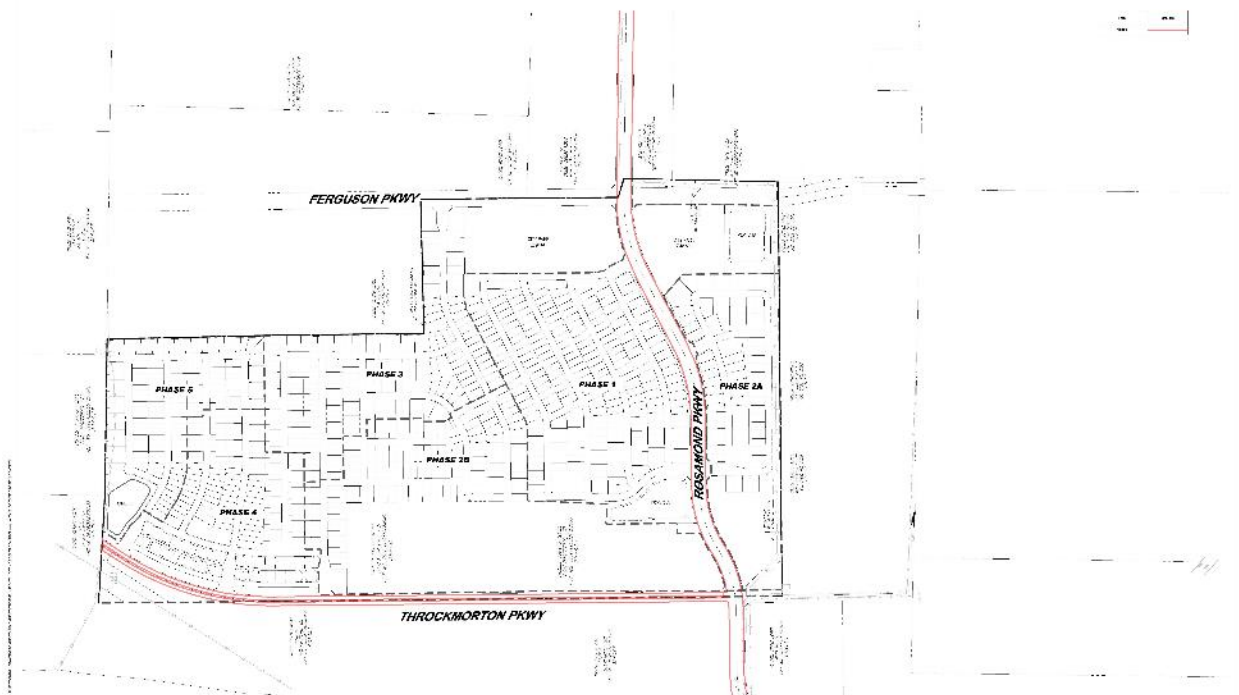
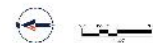




BOHLER //
 2700 MARTY, SUITE 100
 FORT WORTH, TX 76106
 PHONE: (817) 444-1111
 FAX: (817) 444-1112
 TX@bohlereng.com
 WWW.BOHLENG.COM

EXHIBIT K: OFF-SITE PUBLIC WATER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

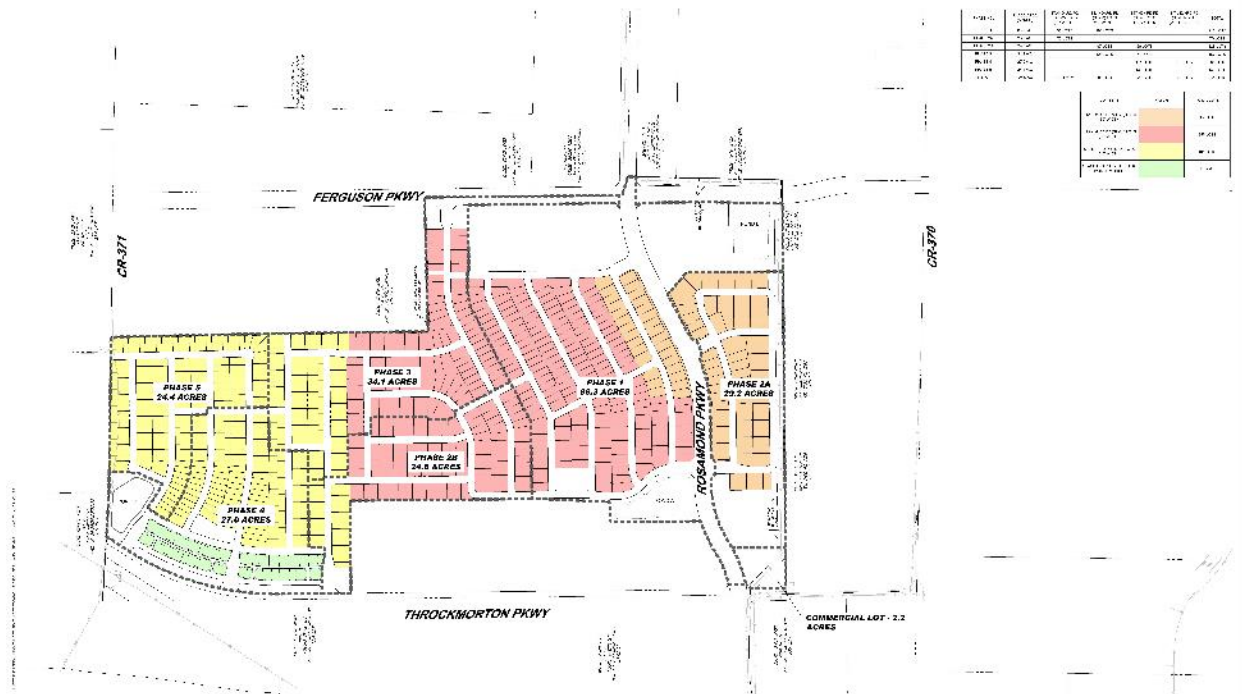


BOHLER //
 2700 MARTY, SUITE 100
 FORT WORTH, TX 76106
 PHONE: (817) 444-1111
 FAX: (817) 444-1112
 TX@bohlereng.com
 WWW.BOHLENG.COM

EXHIBIT L: OFF-SITE PUBLIC EROSION CONTROL THE WOODS AT LINDSEY PLACE

ANNA, TEXAS





BOHLER //
 2000 METCALVE BLVD, SUITE 200
 FARMACIA, TEXAS 76101
 PHONE: 817.252.1234
 FAX: 817.252.1235
 TX@bohlereng.com
 WWW.BOHLERENG.COM

EXHIBIT M: LAND USE MAP THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



BOHLER //
 2000 METCALVE BLVD, SUITE 200
 FARMACIA, TEXAS 76101
 PHONE: 817.252.1234
 FAX: 817.252.1235
 TX@bohlereng.com
 WWW.BOHLERENG.COM

EXHIBIT N: OPEN SPACE PLAN THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



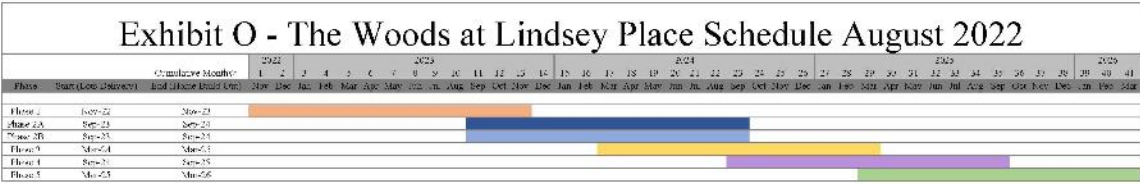


Exhibit P - Overall PID Boundary

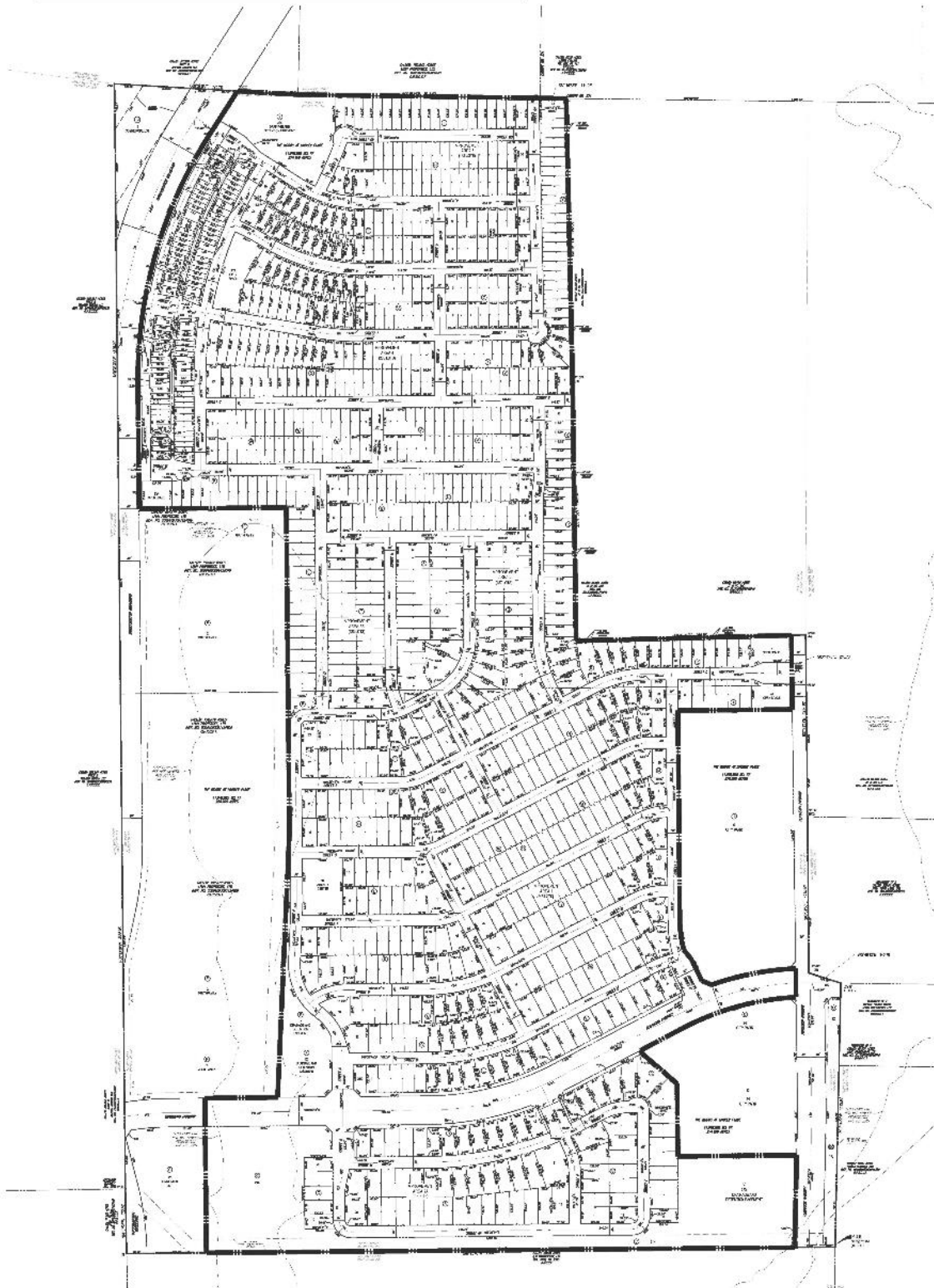


Exhibit Q – Overall PID Legal Description

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 275.00 acre tract of land described in a Special Warranty Deed to D.R. Horton – Texas, Ltd., recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 275.00 acre tract of land, said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI Preferred Income Fund II, LLC, recorded in Instrument No. 20210830001753370, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 168.60 feet along the south line of said 275.00 acre tract of land and along the north line of said 226.62 acre tract of land to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,480.27 feet along the south line of said 275.00 acre tract of land) and along the north line of said 226.62 acre tract of land to a point for corner, from which a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" set (hereinafter called "iron rod set") at the southwest corner of said 275.00 acre tract of land bears South 89 degrees 28 minutes 48 seconds West, a distance of 335.99 feet

THENCE North 00 degrees 34 minutes 00 seconds West, a distance of 385.03 feet to a point for corner;

THENCE North 29 degrees 27 minutes 03 seconds West, a distance of 120.00 feet to a point for corner;

THENCE Northeasterly 44.49 feet along a non-tangent curve to the left, having a central angle of 03 degrees 13 minutes 35 seconds, a radius of 790.00 feet, a tangent of 22.25 feet and whose cord bears North 58 degrees 56 minutes 09 seconds East, a cord distance of 44.48 feet to a point for corner;

THENCE Northeasterly 236.99 feet along a curve to the right, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent of 119.17 feet and whose cord bears North 64 degrees 47 minutes 01 seconds East, a cord distance of 236.32 feet to a point for corner;

EXHIBIT Q - PAGE 1

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 652.43 feet to a point for corner;

THENCE North 89 degrees 26 minutes 21 seconds East, a distance of 144.81 feet to a point for corner;

THENCE North 02 degrees 33 minutes 19 seconds East, a distance of 504.55 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 1,369.34 feet to a point for corner;

THENCE South 89 degrees 26 minutes 21 seconds West, a distance of 620.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 526.78 feet to a point for corner;

THENCE Northeasterly 1,091.99 feet along a curve to the right, having a central angle of 32 degrees 41 minutes 20 seconds, a radius of 1,914.00 feet, a tangent of 561.30 feet and whose cord bears North 15 degrees 47 minutes 01 seconds East, a cord distance of 1,077.24 feet to a point for corner;

THENCE North 32 degrees 39 minutes 37 seconds East, a distance of 90.00 feet to a point for corner;

THENCE North 32 degrees 43 minutes 36 seconds East, a distance of 144.49 feet to a point in the north line of said 275.00 acre tract of land, said point being a the south line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 255.78 feet along the north line of said 275.00 acre tract of land and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet along the north line of said 275.00 acre tract of land to a one-half inch iron rod set for corner, said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

EXHIBIT Q - PAGE 2

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 275.00 acre tract of land and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the northeast corner of said 275.00 acre tract of land, said iron rod being at the northwest corner of a called 95.444 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI PREFERRED INCOME FUND II, LLC, recorded in Instrument No. 20210819001679920, (O.P.R.C.C.T);

THENCE along the east line of said 275.00 acre tract of land and along the west line of said 95.444 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.444 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 906.82 feet along the most easterly north line of said 275.00 acre tract of land and along the most westerly south line of said 95.444 acre tract of land to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 314.82 feet to a point for corner;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 481.91 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 889.34 feet to a point for corner;

THENCE Southeasterly 120.981 feet along a curve to the left, having a central angle of 14 degrees 35 minutes 35 seconds, a radius of 475.00 feet, a tangent of 60.82 feet and whose cord bears South 07 degrees 49 minutes 00 seconds East, a cord distance of 120.66 feet to a point for corner;

THENCE South 39 degrees 17 minutes 34 seconds East, a distance of 55.80 feet to a point for corner;

THENCE Southeasterly 38.63 feet along a non-tangent curve to the left, having a central angle of 04 degrees 51 minutes 53 seconds, a radius of 455.00 feet, a tangent of 19.33 feet and whose cord bears South 23 degrees 58 minutes 10 seconds East, a cord distance of 38.62 feet to a point for corner;

THENCE South 26 degrees 24 minutes 07 seconds East, a distance of 56.52 feet to a point for corner;

EXHIBIT Q - PAGE 3

THENCE South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a point for corner;

THENCE Northeasterly 361.48 feet along a non-tangent curve to the right, having a central angle of 16 degrees 26 minutes 14 seconds, a radius of 1,260.00 feet, a tangent of 181.99 feet and whose cord bears North 79 degrees 13 minutes 01 seconds East, a cord distance of 360.24 feet to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 120.07 feet to a point for corner;

THENCE Southwesterly 497.56 feet along a non-tangent curve to the left, having a central angle of 25 degrees 00 minutes 25 seconds, a radius of 1,140.00 feet, a tangent of 252.80 feet and whose cord bears South 74 degrees 44 minutes 27 seconds West, a cord distance of 493.62 feet to a point for corner;

THENCE South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to a point for corner;

THENCE South 27 degrees 45 minutes 46 seconds East, a distance of 15.00 feet to a point for corner;

THENCE South 49 degrees 18 minutes 42 seconds East, a distance of 194.61 feet to a point for corner;

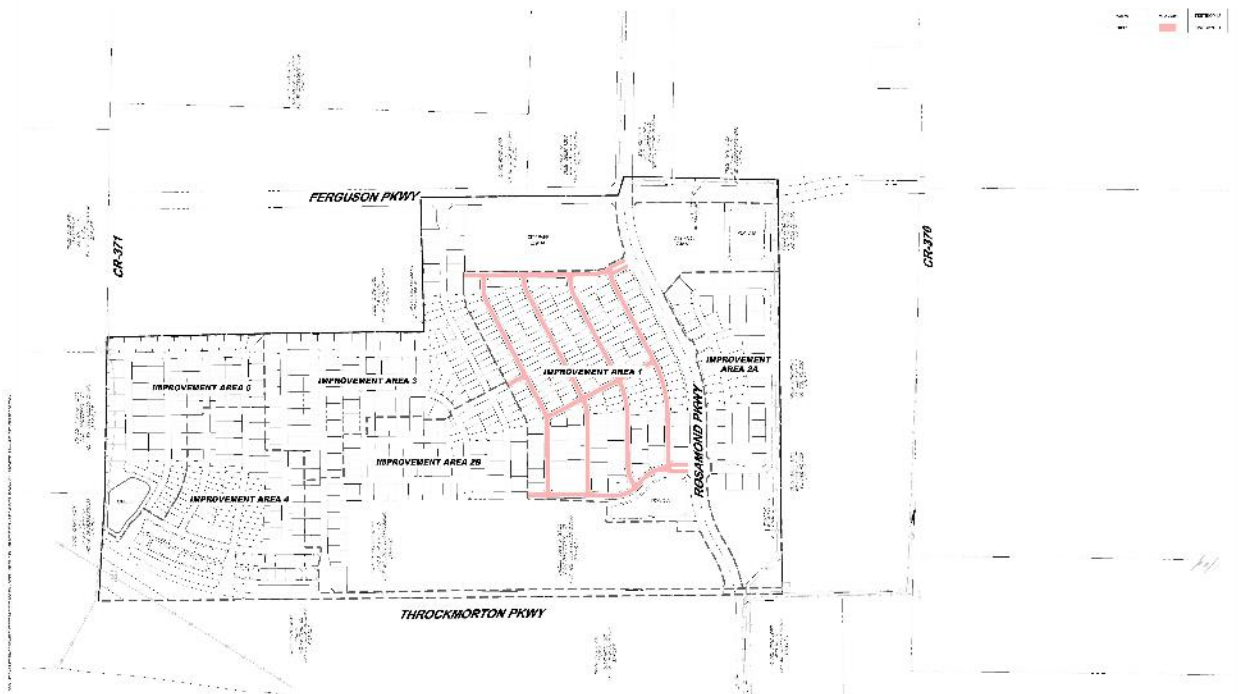
THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 305.98 feet to a point for corner;

THENCE North 89 degrees 28 minutes 48 seconds East, a distance of 501.05 feet to a point for corner;

THENCE South 01 degrees 14 minutes 22 seconds West, a distance of 327.87 feet to a point for corner;

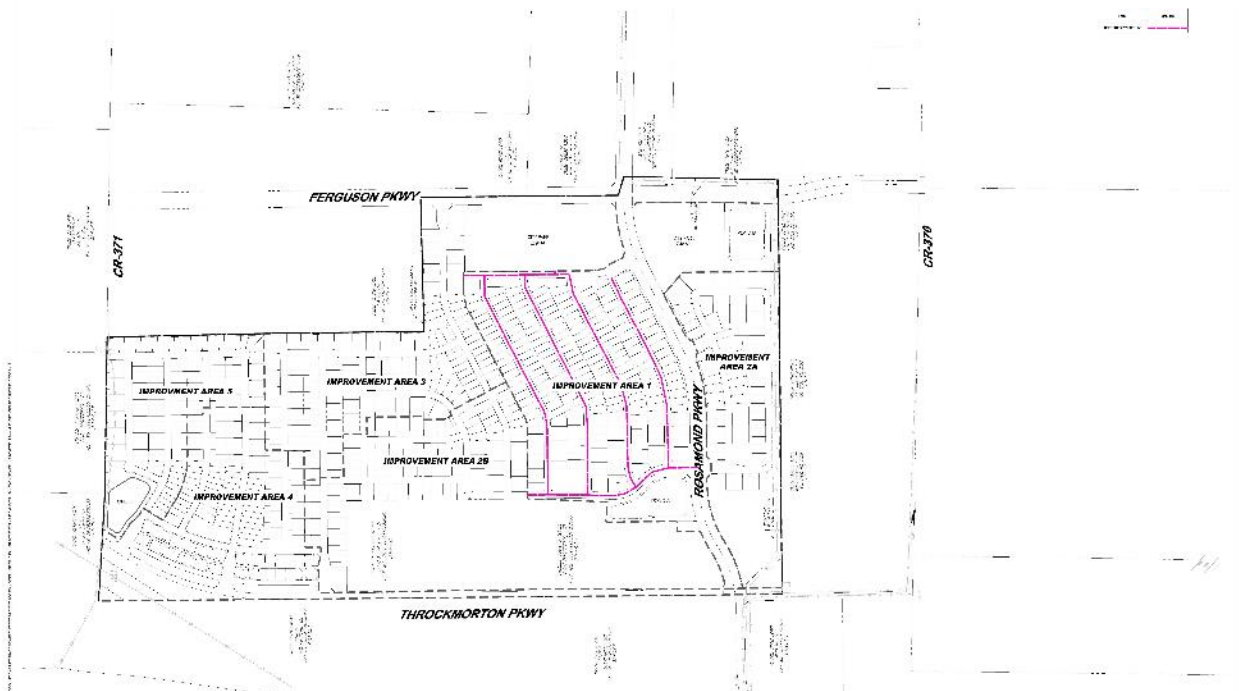
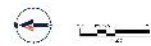
THENCE Southeasterly 60.96 feet along a curve to the left, having a central angle of 02 degrees 46 minutes 20 seconds, a radius of 1,260.00 feet, a tangent of 30.49 feet and whose cord bears South 00 degrees 08 minutes 48 seconds East, a cord distance of 60.96 feet to the **POINT OF BEGINNING** and containing 8,625,128 square feet or 198.006 acres.

IMPROVEMENT AREA 1 EXHIBITS



BOHLER //
2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FRIEND, TX 77540
PHONE: (409) 464-7222
TX@bohlereng.com
WWW.BOHLENG.COM

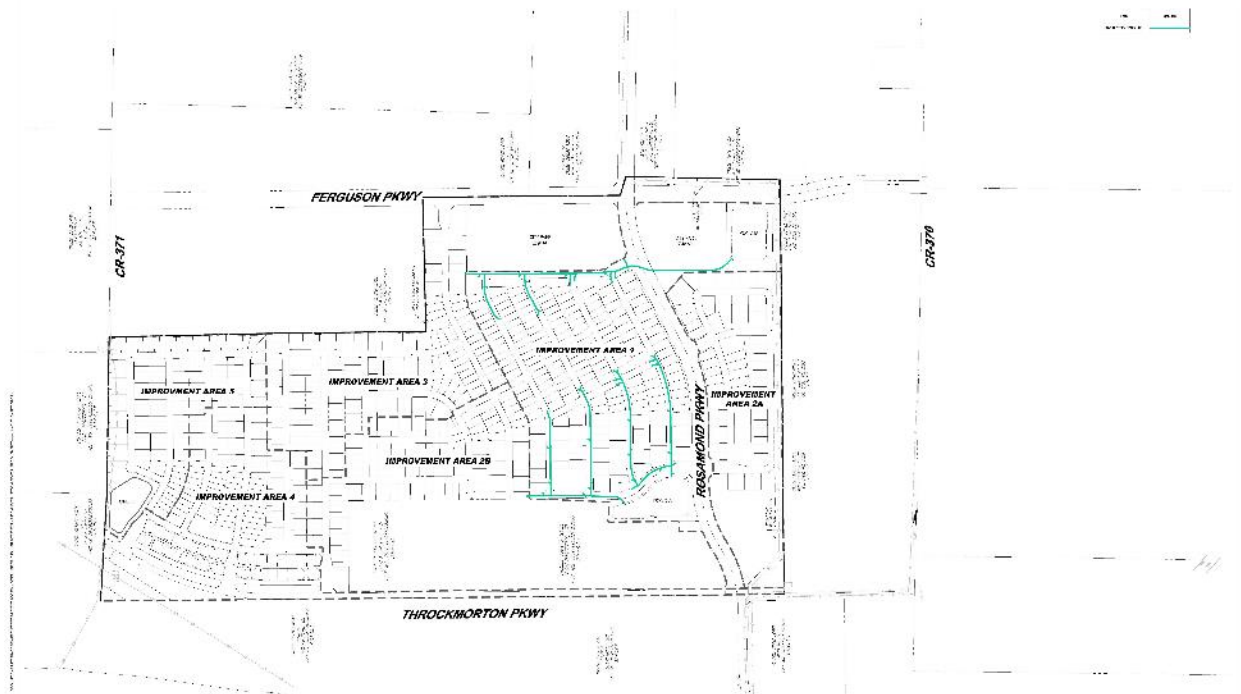
**EXHIBIT C-1: IMPROVEMENT AREA 1
ON-SITE DEVELOPER ROADWAY IMPROVEMENTS
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS**



BOHLER //
2700 MARTIN LUTHER KING, JR. BLVD. SUITE 100
FRIEND, TX 77540
PHONE: (409) 464-7222
TX@bohlereng.com
WWW.BOHLENG.COM

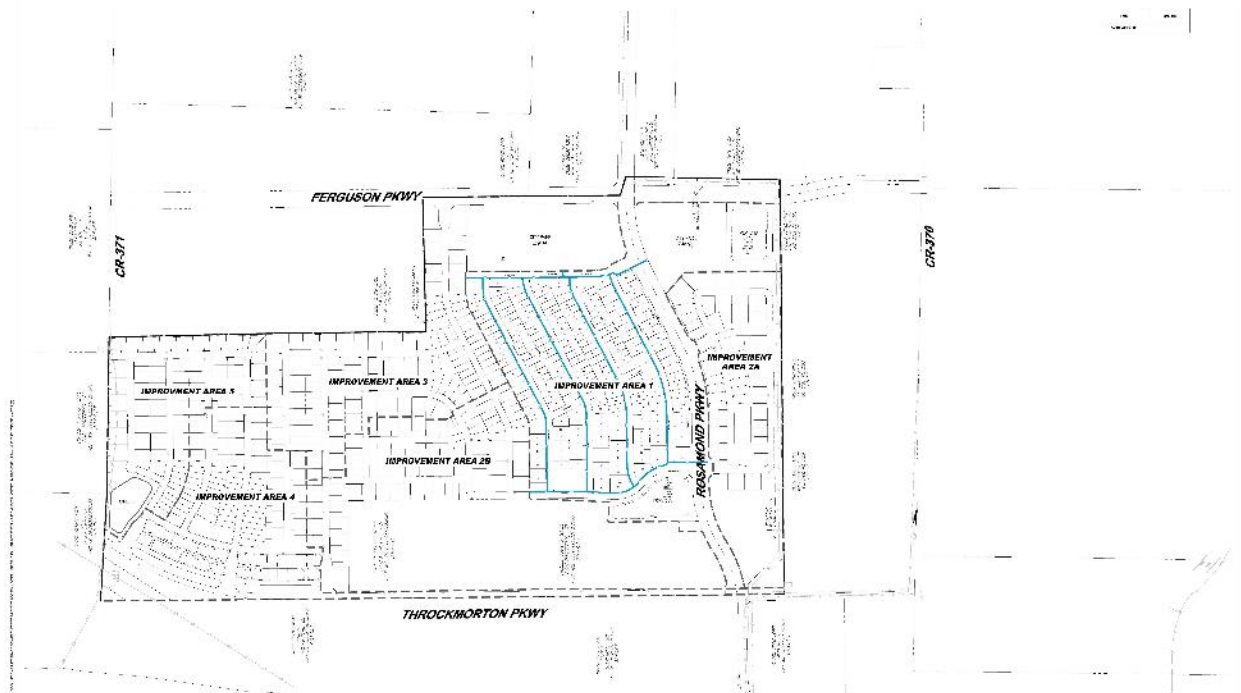
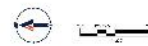
**EXHIBIT D-1: ON-SITE IMPROVEMENT AREA 1
DEVELOPER SANITARY SEWER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS**





BOHLER //
 2700 MARTIN LUTHER KING JR. BLVD. SUITE 140
 FORT WORTH, TX 76106
 PHONE: (817) 444-7722
 TX@bohlereng.com
 WWW.BOHLENG.COM

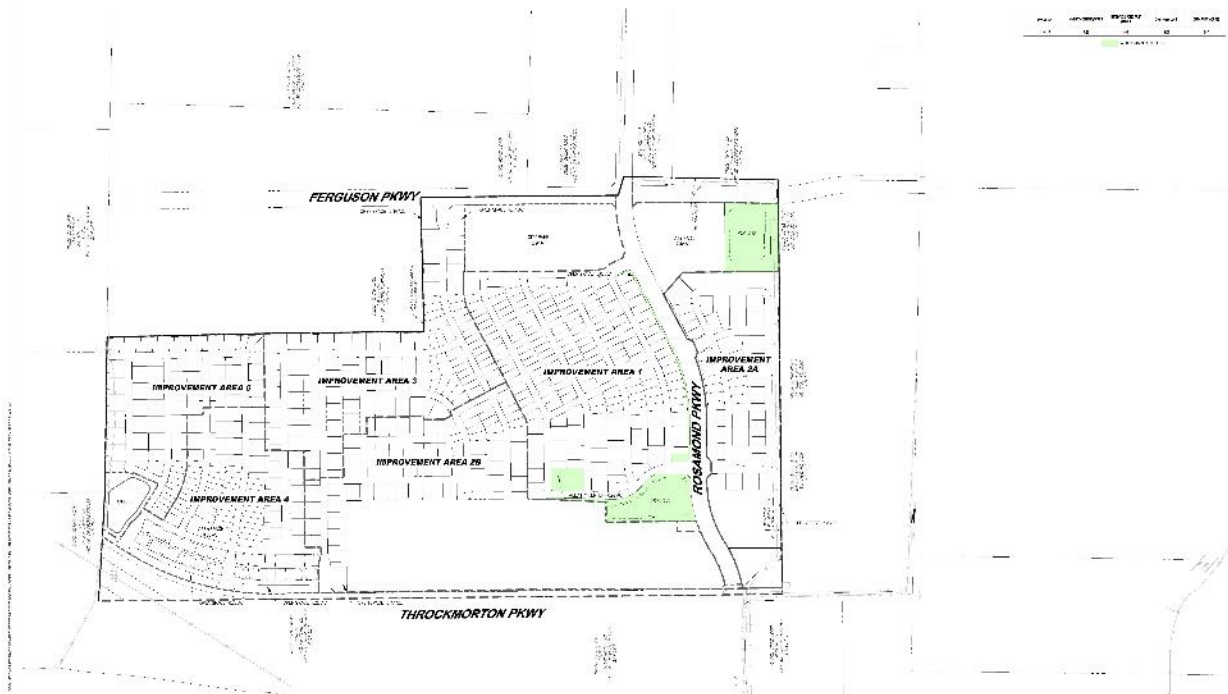
**EXHIBIT E-1: ON-SITE IMPROVEMENT AREA 1
 DEVELOPER STORM SEWER IMPROVEMENTS
 THE WOODS AT LINDSEY PLACE
 ANNA, TEXAS**



BOHLER //

**EXHIBIT F-1: ON-SITE IMPROVEMENT AREA 1
 DEVELOPER WATER IMPROVEMENTS
 THE WOODS AT LINDSEY PLACE
 ANNA, TEXAS**

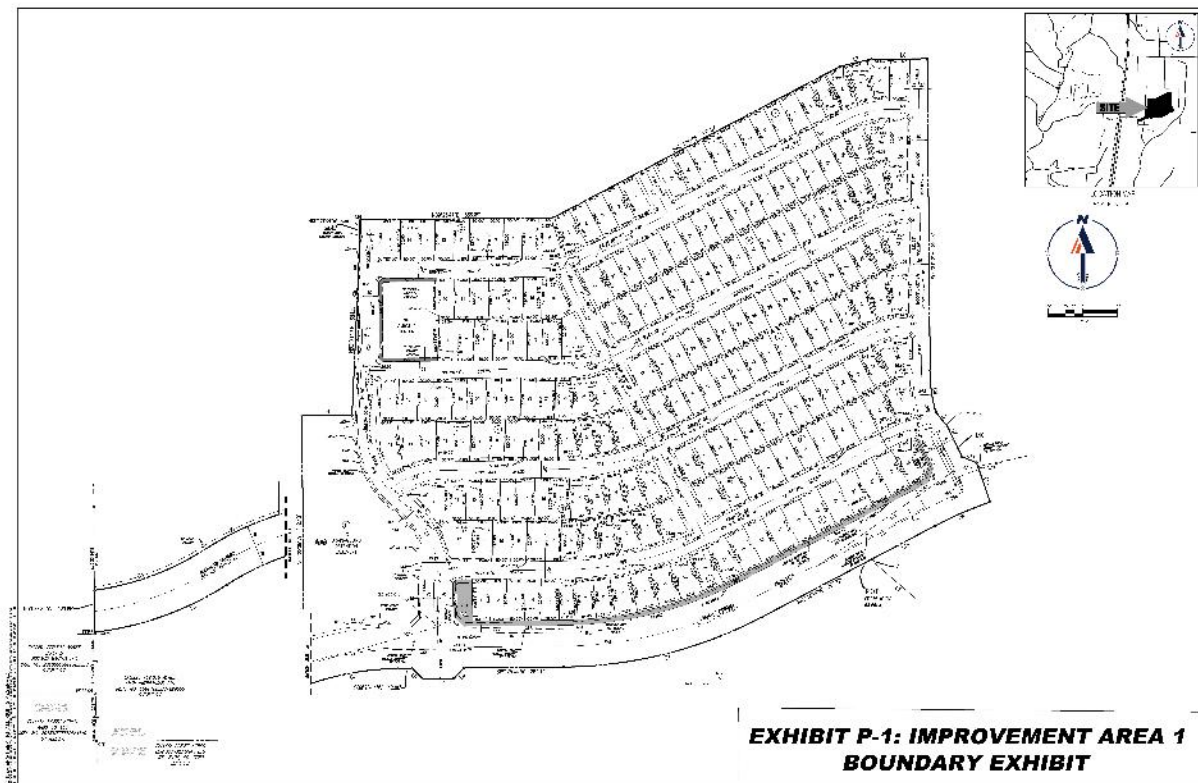
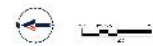




BOHLER //

BOHLER ENGINEERING & ARCHITECTS
 10001 METCALVE BLVD., SUITE 200
 DALLAS, TEXAS 75244
 TEL: 214.343.4545
 TX@bohlereng.com
 WWW.BOHLERENG.COM

**EXHIBIT N-1: IMPROVEMENT AREA 1
 OPEN SPACE PLAN
 THE WOODS AT LINDSEY PLACE
 ANNA, TEXAS**



**EXHIBIT P-1: IMPROVEMENT AREA 1
 BOUNDARY EXHIBIT**

Exhibit Q-1 – PID Improvement Area 1 Legal Description

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT Q-1 - PAGE 1

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

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

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

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

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

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

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

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

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

EXHIBIT Q-1 - PAGE 2

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

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

North 02 degrees 33 minutes 19 seconds East a distance of 508.75 feet to a capped iron rod set for corner;

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

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

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

North 77 degrees 11 minutes 7 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

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

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

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 6 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 89 degrees 45 minutes 40 seconds East a distance of 121.05 feet;

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

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 4 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears North 68 degrees 26 minutes 43 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 7 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 2 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

EXHIBIT Q-1 - PAGE 3

South 19 degrees 0 minutes 5 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 66 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

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

EXHIBIT Q-1 - PAGE 4

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
 - Improvement Area #1 Initial Parcel
 - Lot Type 1
 - Lot Type 2

[Remainder of page left intentionally blank.]

**THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE – IMPROVEMENT AREA #1 INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$7,419,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to the 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 *The Woods at Lindsey Place 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 the 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 the 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 COLLIN

§

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 COLLIN

§

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 #1 INITIAL PARCEL

Annual Installments Due 1/31	Principal	Interest ¹	Annual Collection Costs	Total Annual Installment ²
2024	\$ 3,000.00	\$ 572,004.90	\$ 40,000.00	\$ 615,004.90
2025	\$ 3,000.00	\$ 571,773.60	\$ 40,800.00	\$ 615,573.60
2026	\$ 2,000.00	\$ 571,542.30	\$ 41,616.00	\$ 615,158.30
2027	\$ 1,000.00	\$ 571,388.10	\$ 42,448.32	\$ 614,836.42
2028	\$ -	\$ 571,311.00	\$ 43,297.29	\$ 614,608.29
2029	\$ 151,000.00	\$ 420,147.00	\$ 44,163.24	\$ 615,310.24
2030	\$ 159,000.00	\$ 411,585.30	\$ 45,046.50	\$ 615,631.80
2031	\$ 167,000.00	\$ 402,570.00	\$ 45,947.43	\$ 615,517.43
2032	\$ 175,000.00	\$ 393,101.10	\$ 46,866.38	\$ 614,967.48
2033	\$ 184,000.00	\$ 383,178.60	\$ 47,803.71	\$ 614,982.31
2034	\$ 194,000.00	\$ 372,745.80	\$ 48,759.78	\$ 615,505.58
2035	\$ 204,000.00	\$ 361,746.00	\$ 49,734.98	\$ 615,480.98
2036	\$ 214,000.00	\$ 350,179.20	\$ 50,729.68	\$ 614,908.88
2037	\$ 225,000.00	\$ 338,045.40	\$ 51,744.27	\$ 614,789.67
2038	\$ 237,000.00	\$ 325,287.90	\$ 52,779.16	\$ 615,067.06
2039	\$ 249,000.00	\$ 311,850.00	\$ 53,834.74	\$ 614,684.74
2040	\$ 262,000.00	\$ 297,731.70	\$ 54,911.43	\$ 614,643.13
2041	\$ 276,000.00	\$ 282,876.30	\$ 56,009.66	\$ 614,885.96
2042	\$ 291,000.00	\$ 267,227.10	\$ 57,129.85	\$ 615,356.95
2043	\$ 306,000.00	\$ 250,727.40	\$ 58,272.45	\$ 614,999.85
2044	\$ 322,000.00	\$ 233,377.20	\$ 59,437.90	\$ 614,815.10
2045	\$ 339,000.00	\$ 215,119.80	\$ 60,626.66	\$ 614,746.46
2046	\$ 357,000.00	\$ 195,898.50	\$ 61,839.19	\$ 614,737.69
2047	\$ 376,000.00	\$ 175,656.60	\$ 63,075.97	\$ 614,732.57
2048	\$ 396,000.00	\$ 154,337.40	\$ 64,337.49	\$ 614,674.89
2049	\$ 418,000.00	\$ 131,884.20	\$ 65,624.24	\$ 615,508.44
2050	\$ 440,000.00	\$ 108,183.60	\$ 66,936.72	\$ 615,120.32
2051	\$ 464,000.00	\$ 83,235.60	\$ 68,275.45	\$ 615,511.05
2052	\$ 489,000.00	\$ 56,926.80	\$ 69,640.96	\$ 615,567.76
2053	\$ 515,000.00	\$ 29,200.50	\$ 71,033.78	\$ 615,234.28
Total	\$ 7,419,000.00	\$ 9,410,838.90	\$ 1,622,723.23	\$ 18,452,562.13

Footnotes:

1) The interest rate is calculated at 7.71% for years 1-5, and 5.67% for the remaining term, as described in the Improvement Area #1 Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE IMPROVEMENT AREA #1 LOT TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$33,838.08

As the purchaser of the real property described above, you are obligated to pay assessments to the 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 *The Woods at Lindsey Place 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 the 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 the 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 COLLIN

§

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 COLLIN

§

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 Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2024	\$ 13.68	\$ 2,608.92	\$ 182.44	\$ 2,805.04
2025	\$ 13.68	\$ 2,607.86	\$ 186.09	\$ 2,807.63
2026	\$ 9.12	\$ 2,606.81	\$ 189.81	\$ 2,805.74
2027	\$ 4.56	\$ 2,606.10	\$ 193.61	\$ 2,804.27
2028	\$ -	\$ 2,605.75	\$ 197.48	\$ 2,803.23
2029	\$ 688.71	\$ 1,916.29	\$ 201.43	\$ 2,806.43
2030	\$ 725.20	\$ 1,877.24	\$ 205.46	\$ 2,807.90
2031	\$ 761.69	\$ 1,836.12	\$ 209.57	\$ 2,807.38
2032	\$ 798.18	\$ 1,792.94	\$ 213.76	\$ 2,804.87
2033	\$ 839.22	\$ 1,747.68	\$ 218.03	\$ 2,804.94
2034	\$ 884.83	\$ 1,700.09	\$ 222.39	\$ 2,807.32
2035	\$ 930.44	\$ 1,649.92	\$ 226.84	\$ 2,807.21
2036	\$ 976.05	\$ 1,597.17	\$ 231.38	\$ 2,804.60
2037	\$ 1,026.23	\$ 1,541.83	\$ 236.01	\$ 2,804.06
2038	\$ 1,080.96	\$ 1,483.64	\$ 240.73	\$ 2,805.32
2039	\$ 1,135.69	\$ 1,422.35	\$ 245.54	\$ 2,803.58
2040	\$ 1,194.98	\$ 1,357.96	\$ 250.45	\$ 2,803.39
2041	\$ 1,258.84	\$ 1,290.20	\$ 255.46	\$ 2,804.50
2042	\$ 1,327.25	\$ 1,218.82	\$ 260.57	\$ 2,806.65
2043	\$ 1,395.67	\$ 1,143.57	\$ 265.78	\$ 2,805.02
2044	\$ 1,468.64	\$ 1,064.43	\$ 271.10	\$ 2,804.17
2045	\$ 1,546.18	\$ 981.16	\$ 276.52	\$ 2,803.86
2046	\$ 1,628.28	\$ 893.49	\$ 282.05	\$ 2,803.82
2047	\$ 1,714.94	\$ 801.17	\$ 287.69	\$ 2,803.80
2048	\$ 1,806.16	\$ 703.93	\$ 293.44	\$ 2,803.53
2049	\$ 1,906.50	\$ 601.52	\$ 299.31	\$ 2,807.34
2050	\$ 2,006.84	\$ 493.43	\$ 305.30	\$ 2,805.57
2051	\$ 2,116.31	\$ 379.64	\$ 311.40	\$ 2,807.35
2052	\$ 2,230.33	\$ 259.64	\$ 317.63	\$ 2,807.61
2053	\$ 2,348.92	\$ 133.18	\$ 323.99	\$ 2,806.09
Total	\$ 33,838.08	\$ 42,922.87	\$ 7,401.25	\$ 84,162.20

Footnotes:

1) The interest rate is calculated at 7.71% for years 1-5, and 5.67% for the remaining term, as described in the Improvement Area #1 Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE IMPROVEMENT AREA #1 LOT TYPE 2**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2: \$35,248.00

As the purchaser of the real property described above, you are obligated to pay assessments to the 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 *The Woods at Lindsey Place 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 the 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 the 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 COLLIN

§

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 COLLIN

§

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 #1 LOT TYPE 2

Annual Installments Due 1/31	Principal	Interest ¹	Annual Collection Costs	Total Annual Installment ²
2024	\$ 14.25	\$ 2,717.62	\$ 190.04	\$ 2,921.92
2025	\$ 14.25	\$ 2,716.52	\$ 193.84	\$ 2,924.62
2026	\$ 9.50	\$ 2,715.42	\$ 197.72	\$ 2,922.64
2027	\$ 4.75	\$ 2,714.69	\$ 201.67	\$ 2,921.12
2028	\$ -	\$ 2,714.32	\$ 205.71	\$ 2,920.03
2029	\$ 717.41	\$ 1,996.14	\$ 209.82	\$ 2,923.37
2030	\$ 755.42	\$ 1,955.46	\$ 214.02	\$ 2,924.89
2031	\$ 793.42	\$ 1,912.63	\$ 218.30	\$ 2,924.35
2032	\$ 831.43	\$ 1,867.64	\$ 222.66	\$ 2,921.74
2033	\$ 874.19	\$ 1,820.50	\$ 227.12	\$ 2,921.81
2034	\$ 921.70	\$ 1,770.93	\$ 231.66	\$ 2,924.29
2035	\$ 969.21	\$ 1,718.67	\$ 236.29	\$ 2,924.18
2036	\$ 1,016.72	\$ 1,663.72	\$ 241.02	\$ 2,921.46
2037	\$ 1,068.99	\$ 1,606.07	\$ 245.84	\$ 2,920.89
2038	\$ 1,126.00	\$ 1,545.46	\$ 250.76	\$ 2,922.21
2039	\$ 1,183.01	\$ 1,481.61	\$ 255.77	\$ 2,920.40
2040	\$ 1,244.77	\$ 1,414.54	\$ 260.89	\$ 2,920.20
2041	\$ 1,311.29	\$ 1,343.96	\$ 266.10	\$ 2,921.35
2042	\$ 1,382.55	\$ 1,269.61	\$ 271.43	\$ 2,923.59
2043	\$ 1,453.82	\$ 1,191.22	\$ 276.86	\$ 2,921.89
2044	\$ 1,529.84	\$ 1,108.79	\$ 282.39	\$ 2,921.01
2045	\$ 1,610.60	\$ 1,022.04	\$ 288.04	\$ 2,920.69
2046	\$ 1,696.12	\$ 930.72	\$ 293.80	\$ 2,920.65
2047	\$ 1,786.39	\$ 834.55	\$ 299.68	\$ 2,920.62
2048	\$ 1,881.41	\$ 733.26	\$ 305.67	\$ 2,920.35
2049	\$ 1,985.94	\$ 626.59	\$ 311.78	\$ 2,924.31
2050	\$ 2,090.46	\$ 513.99	\$ 318.02	\$ 2,922.46
2051	\$ 2,204.48	\$ 395.46	\$ 324.38	\$ 2,924.32
2052	\$ 2,323.26	\$ 270.46	\$ 330.87	\$ 2,924.59
2053	\$ 2,446.79	\$ 138.73	\$ 337.48	\$ 2,923.01
Total	\$ 35,248.00	\$ 44,711.32	\$ 7,709.63	\$ 87,668.96

Footnotes:

1) The interest rate is calculated at 7.71% for years 1-5, and 5.67% for the remaining term, as described in the Improvement Area #1 Reimbursement Agreement.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving and authorizing the Mayor to execute The Woods at Lindsey Place Public Improvement District Improvement Area #1 Funding and Reimbursement Agreement, and resolving other matters related thereto. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff recommends that the City Council approve the Resolution. This item includes a Resolution approving a Reimbursement Agreement with D.R Horton for The Woods at Lindsey Place Public Improvement District to develop the Improvement Area #1 Assessed Property and be reimbursed for a specified portion of the public improvement projects using the Bond Proceeds.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The City Council created The Woods at Lindsey Place Public Improvement District on February 14, 2023 and this item includes a Reimbursement Agreement for Improvement Area #1.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Vibrant.

ATTACHMENTS:

1. 2023-03-08_ANN_LindseyPlace_RA_v3.0
2. 2023-03-06_ANN_Lindsey Place PID_Engineer's Report_final
3. RESOLUTION (RA) The Woods at Lindsey Place

IMPROVEMENT AREA #1
FUNDING AND REIMBURSEMENT AGREEMENT

The Woods at Lindsey Place Public Improvement District

This **IMPROVEMENT AREA #1 FUNDING AND REIMBURSEMENT AGREEMENT** (this “Agreement”) is entered into effective this 14th day of March, 2023, between the **CITY OF ANNA, TEXAS**, a home rule municipality located in Collin County, Texas (the “City”), and **D.R. HORTON – TEXAS, LTD.**, a Texas limited partnership (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 or the SAP; and

WHEREAS, Developer is the developer of tracts of land located within the corporate limits of the City, containing, collectively, approximately 198.006 acres, and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, on February 14, 2023, 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 #1 Improvements needed to develop the Improvement Area #1 Assessed Property, are listed with approximate dollar amounts as shown in Exhibit D attached hereto and incorporated herein for all purposes; and

WHEREAS, a portion of the Actual Costs of the Improvement Area #1 Improvements includes 24.23% of the costs of certain infrastructure that has been determined to benefit the entire District, which infrastructure is identified as “Major Improvements” in Exhibit B-1 to the SAP (the “Major Improvements”); 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 #1 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 #1 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 #1 Indenture, shall use best efforts to (i) adopt a SAP; (ii) adopt one or more assessment ordinances; (iii) issue an aggregate principal amount of Improvement Area #1 Bonds

estimated to be \$7,419,000 for the purpose of financing the Improvement Area #1 Improvements in accordance with the SAP and reimbursing the Developer for that portion of the Improvement Area #1 Improvements, including, without limitation, the Developer's costs to create the PID, heretofore funded or to be funded by Developer; and (iv) enter into future agreements similar to this agreement to reimburse the Developer for the remaining 75.77% cost of the Major Improvements; and

WHEREAS, prior to the issuance of the Improvement Area #1 Bonds owners of the Improvement Area #1 Assessed Property shall have executed and delivered a Landowner Agreement to the City; and

WHEREAS, the Developer will construct the Improvement Area #1 Improvements set forth in the SAP on or otherwise serving the Improvement Area #1 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 #1 Improvements as set forth on Exhibit D; and

WHEREAS, the SAP will apportion the Actual Costs of the Improvement Area #1 Improvements to the Improvement Area #1 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 #1 Improvements as Special Assessments against the Improvement Area #1 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 #1 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 #1 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 #1 Improvements; and

WHEREAS, following the sale of the Improvement Area #1 Bonds and the construction of the Improvement Area #1 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 to be passed and approved by the City Council for the purposes of levying the Actual Costs of the Improvement Area #1 Projects as Special Assessments against the Improvement Area #1 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 #1 Bonds.

“Bond Issuance Costs” shall have the meaning assigned such term in the SAP.

“Bond Ordinance” means the ordinance adopted by the City Council authorizing the issuance of the Improvement Area #1 Bonds.

“Bond Par Amount” means the cumulative face amount of issued and delivered Improvement Area #1 Bonds, equal to approximately \$7,419,000.

“Bond Proceeds” means the proceeds derived from the issuance and sale of the Improvement Area #1 Bonds that are deposited and made available to pay Actual Costs, District Formation Expenses, and Bond Issuance Costs in accordance with the Improvement Area #1 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 (including any interim 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 #1 Bonds.

“Development Agreement” means that certain Development Agreement entered into between the City and LHJH Properties, Ltd., a Texas limited partnership, effective November 10, 2020, applicable to all of the District, as amended by First Amendment to Development Agreement entered into between the City and Developer, dated the 24th day of January 2023, and as may be further amended by the Parties from time to time.

“District” means the tract of land located in the corporate limits of the City, containing, collectively, approximately 198.006 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 #1 Assessed Property” means the first area to be developed within the District containing, approximately 57.44 acres, and being more particularly described in Exhibit B attached hereto and incorporated herein for all purposes.

“Improvement Area #1 Bonds” shall have the meaning assigned such term in the SAP.

“Improvement Area #1 Improvements” shall have the meaning assigned such term in the SAP.

“Improvement Area #1 Indenture” means the Indenture of Trust, between the City and the Trustee, pursuant to which the Improvement Area #1 Bonds will be issued.

“Improvement Area #1 Projects” shall have the meaning assigned such term in the SAP.

“Landowner Agreement” shall mean an agreement entered into between the City and Developer in which the Developer consents to the creation of the PID, the levy of assessments, agrees to pay assessments

and to construct the Improvement Area #1 Improvements, and waives any defect in required notices or hearings, in a form as is customarily entered into between the City and other developers.

“Major Improvements” has the meaning set forth in the preambles hereof.

“Maturity Date” means the final maturity date of the Improvement Area #1 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 the Improvement Area #1 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 #1 Bonds issued and still outstanding.

“PID” means The Woods At Lindsey Place 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. 2023-02-1378—as recorded in the Real Property Records of Collin County as Document No. 2023000015008—passed and approved by the City Council on February 14, 2023.

“PID Payment Balance” means the unpaid principal balance owed the Developer for all Certificates for Payment.

“Project Fund” means the “Project Fund”, including all accounts created within such fund, established by the City under the Improvement Area #1 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 #1 Indenture.

“Reserve Fund” means the “Reserve Fund” to be created pursuant to the Improvement Area #1 Indenture.

“SAP” means the The Woods At Lindsey Place Public Improvement District 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 #1 Assessed Property pursuant to the Assessment Ordinance and in accordance with the SAP for the payment of the Improvement Area #1 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 #1 Indenture.

SECTION 3. **FUNDING IMPROVEMENTS**

3.1 Project Fund. The City intends in the near future to proceed with the issuance and delivery of the Improvement Area #1 Bonds. Upon issuance of such bonds, the City shall deposit all Bond Proceeds and any other funds authorized or required by the Improvement Area #1 Indenture 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 #1 Improvements in accordance with the Improvement Area #1 Indenture. The Improvement Area #1 Indenture shall control in the event of any conflicts with this Agreement.

3.2 Improvement Area #1 Bonds. The Developer will install and construct the Improvement Area #1 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.

3.4 Cost Overrun. If the Actual Cost of an Improvement Area #1 Improvement (or segment or section thereof) exceeds the total amount of the Budgeted Cost for that Improvement Area #1 Improvements (or segment or section thereof) (a “Cost Overrun”), the Developer shall be solely responsible for payment of the remainder of the costs of that Improvement Area #1 Improvement (or segment or section thereof), except as provided in Section 3.5 below.

3.5 Cost Underrun. If, upon the completion of construction of an Improvement Area #1 Improvement (or segment or section thereof) and payment or reimbursement for such Improvement Area #1 Improvement (or segment or section thereof), the Actual Cost of such Improvement Area #1 Improvement is less than the total amount of the Budgeted Cost for that Improvement Area #1 Improvement (or segment or section thereof) (a “Cost Underrun”), any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Improvement Area #1 Improvement with the approval of the City Representative or his designee. The elimination of a category of Improvement Area #1 Improvement in the Service and Assessment Plan will require an amendment to the SAP. If, upon completion of the Improvement Area #1 Improvement (or segment or section thereof) in any improvement category, any funds remain in such category, those funds may be used to reimburse the Developer for any qualifying costs of the Improvement Area #1 Improvement (or segment or section thereof) that have not been paid.

3.6 Remainder of Funds in the Improvement Area #1 Developer Improvement Account of the Project Fund. If funds remain in the Improvement Area #1 Developer Improvement Account of the Project Fund after the completion of all Improvement Area #1 Improvements and reimbursement of Developer pursuant to this Agreement and the applicable Indenture, City shall be the recipient of the remainder of funds for any lawful expenditure of public funds in accordance with applicable Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

3.7 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 #1 Indenture to pay at closing of the Improvement Area #1 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 #1 Improvements, the Developer shall execute a Closing Disbursement Request to be delivered to the City (along with all accompanying documentation reasonably required by the City as customarily accepted by the City for similar construction projects) 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 #1 Indenture to pay at the Bond Closing the Actual Costs of the Improvement Area #1 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 reasonably required by the City as customarily accepted by the City for similar construction projects) 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 fifteen (15) business 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 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 #1 Indenture.

3.8 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 #1 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 #1 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. Notwithstanding the preceding, in the event the City fails to issue the PID Bonds for any reason, the Assessment Revenue shall be used to reimburse Developer annually.

3.9 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, the Development Agreement, and the Developer Continuing Disclosure Agreement (if Improvement Area #1 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 #1 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 herein and in the Improvement Area #1 Indenture. The City shall timely pay debt service on the Improvement Area #1 Bonds from the Pledged Revenue Fund created under the Improvement Area #1 Indenture, and, after depletion of such Pledged Revenue Fund, from the Reserve Fund.

3.10 Commencement and Completion of Construction. All Improvement Area #1 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 #1 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 #1 Improvements to be conveyed to, and accepted by, the City from the Developer. If any Improvement Area #1 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 #1 Improvements. Inspection and acceptance of Improvement Area #1 Improvements will be in accordance with applicable City ordinances, codes and regulations.

3.11 Conveyance to the City; Security for Improvement Area #1 Improvements. Upon completion of the Improvement Area #1 Improvements, the Developer shall convey the Improvement Area #1 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 #1 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 #1 Improvements, which maintenance bond shall be for a term of two (2) years from the date of final acceptance of the subject Improvement Area #1 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 #1 Improvements to foreclosure, forfeiture or sale. In the event that any such lien and/or judgment with respect to the Improvement Area #1 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.

3.12 Ownership and Transfer of Improvement Area #1 Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Improvement Area #1 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 #1 Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept the subject Improvement Area #1 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 #1 Improvements, free and clear of all liens. The City shall issue a letter of acceptance for all Improvement Area #1 Improvements accepted by the City. Upon completion of all Improvement Area #1 Projects, any amounts remaining in the Project Fund shall be transferred pursuant to the Improvement Area #1 Indenture.

3.13 Pledged Revenue Fund. The City shall deposit Assessment Revenue from the collection of the Special Assessments securing the Improvement Area #1 Bonds issued and still outstanding in the Pledged Revenue Fund, except as otherwise provided in the Improvement Area #1 Indenture.

3.14 PID Bond Issuance. In addition to the conditions and requirements for PID Bond issuance as set forth in the Development Agreement, the issuance of Improvement Area #1 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 #1 Assessed Property benefitted by such Improvement Area #1 Improvements in amounts sufficient to pay all costs related to such Improvement Area #1 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 #1 Bonds and registration of the Improvement Area #1 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 #1 Improvements to be financed by the Improvement Area #1 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 #1 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 #1 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 #1 Bonds.

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 #1 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 #1 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 #1 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 #1 Improvements. For a period of two (2) years after completion of the Improvement Area #1 Improvements, the Developer shall maintain proper books of record and account for the construction of the Improvement Area #1 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 #1 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 #1 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 #1 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 #1 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 #1 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 #1 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 #1 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 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: Ryan Henderson, Interim 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:

D.R. Horton – Texas, Ltd.
Attn: Mr. David Booth
4306 Miller Road
Rowlett, Texas 75088

With a copy to:

Coats Rose, P.C.
Attn: Timothy G. Green
Tollway Plaza, 16000 Dallas Parkway
Suite 350
Dallas, Texas 75248

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.

4.17 No Boycott of Israel. Developer verifies that the Developer (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer) does not Boycott Israel and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

4.18 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, the Developer represents that, to the extent this Agreement constitutes a “governmental contract” within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

4.19. Verifications Pursuant to Chapter 2274, Texas Government Code. (a) 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 Developer 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 Developer 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.

(b) 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 Developer 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 Developer 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, ‘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 (c) '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.

4.20. Form 1295. Submitted herewith is a completed Form 1295 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 Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties 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 Developer; and, neither the City nor its consultants have verified such information.

CITY:

CITY OF ANNA, TEXAS,
a home rule municipality

ATTEST:

Nate Pike, Mayor

Carrie Land, City Secretary

(SEAL)

DEVELOPER:

D.R. Horton – Texas, Ltd.
a Texas limited partnership

BY: D.R. Horton, Inc., a Delaware corporation
Its: Authorized Agent

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of District

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 275.00 acre tract of land described in a Special Warranty Deed to D.R. Horton – Texas, Ltd., recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 275.00 acre tract of land, said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI Preferred Income Fund II, LLC, recorded in Instrument No. 20210830001753370, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 168.60 feet along the south line of said 275.00 acre tract of land and along the north line of said 226.62 acre tract of land to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,480.27 feet along the south line of said 275.00 acre tract of land) and along the north line of said 226.62 acre tract of land to a point for corner, from which a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" set (hereinafter called "iron rod set") at the southwest corner of said 275.00 acre tract of land bears South 89 degrees 28 minutes 48 seconds West, a distance of 335.99 feet

THENCE North 00 degrees 34 minutes 00 seconds West, a distance of 385.03 feet to a point for corner;

THENCE North 29 degrees 27 minutes 03 seconds West, a distance of 120.00 feet to a point for corner;

THENCE Northeasterly 44.49 feet along a non-tangent curve to the left, having a central angle of 03 degrees 13 minutes 35 seconds, a radius of 790.00 feet, a tangent of 22.25 feet and whose cord bears North 58 degrees 56 minutes 09 seconds East, a cord distance of 44.48 feet to a point for corner;

THENCE Northeasterly 236.99 feet along a curve to the right, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent of 119.17 feet and whose cord bears North 64 degrees 47 minutes 01 seconds East, a cord distance of 236.32 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 652.43 feet to a point for corner;

THENCE North 89 degrees 26 minutes 21 seconds East, a distance of 144.81 feet to a point for corner;

THENCE North 02 degrees 33 minutes 19 seconds East, a distance of 504.55 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 1,369.34 feet to a point for corner;

THENCE South 89 degrees 26 minutes 21 seconds West, a distance of 620.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 526.78 feet to a point for corner;

THENCE Northeasterly 1,091.99 feet along a curve to the right, having a central angle of 32 degrees 41 minutes 20 seconds, a radius of 1,914.00 feet, a tangent of 561.30 feet and whose cord bears North 15 degrees 47 minutes 01 seconds East, a cord distance of 1,077.24 feet to a point for corner;

THENCE North 32 degrees 39 minutes 37 seconds East, a distance of 90.00 feet to a point for corner;

THENCE North 32 degrees 43 minutes 36 seconds East, a distance of 144.49 feet to a point in the north line of said 275.00 acre tract of land, said point being a the south line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 255.78 feet along the north line of said 275.00 acre tract of land and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet along the north line of said 275.00 acre tract of land to a one-half inch iron rod set for corner, said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 275.00 acre tract of land and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the northeast corner of said 275.00 acre tract of land, said iron rod being at the northwest corner of a called 95.444 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI PREFERRED INCOME FUND II, LLC, recorded in Instrument No. 20210819001679920, (O.P.R.C.C.T);

THENCE along the east line of said 275.00 acre tract of land and along the west line of said 95.444 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.444 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 906.82 feet along the most easterly north line of said 275.00 acre tract of land and along the most westerly south line of said 95.444 acre tract of land to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 314.82 feet to a point for corner;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 481.91 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 889.34 feet to a point for corner;

THENCE Southeasterly 120.981 feet along a curve to the left, having a central angle of 14 degrees 35 minutes 35 seconds, a radius of 475.00 feet, a tangent of 60.82 feet and whose cord bears South 07 degrees 49 minutes 00 seconds East, a cord distance of 120.66 feet to a point for corner;

THENCE South 39 degrees 17 minutes 34 seconds East, a distance of 55.80 feet to a point for corner;

THENCE Southeasterly 38.63 feet along a non-tangent curve to the left, having a central angle of 04 degrees 51 minutes 53 seconds, a radius of 455.00 feet, a tangent of 19.33 feet and whose cord bears South 23 degrees 58 minutes 10 seconds East, a cord distance of 38.62 feet to a point for corner;

THENCE South 26 degrees 24 minutes 07 seconds East, a distance of 56.52 feet to a point for corner;

THENCE South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a point for corner;

THENCE Northeasterly 361.48 feet along a non-tangent curve to the right, having a central angle of 16 degrees 26 minutes 14 seconds, a radius of 1,260.00 feet, a tangent of 181.99 feet and whose cord bears North 79 degrees 13 minutes 01 seconds East, a cord distance of 360.24 feet to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 120.07 feet to a point for corner;

THENCE Southwesterly 497.56 feet along a non-tangent curve to the left, having a central angle of 25 degrees 00 minutes 25 seconds, a radius of 1,140.00 feet, a tangent of 252.80 feet and whose cord bears South 74 degrees 44 minutes 27 seconds West, a cord distance of 493.62 feet to a point for corner;

THENCE South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to a point for corner;

THENCE South 27 degrees 45 minutes 46 seconds East, a distance of 15.00 feet to a point for corner;

THENCE South 49 degrees 18 minutes 42 seconds East, a distance of 194.61 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 305.98 feet to a point for corner;

THENCE North 89 degrees 28 minutes 48 seconds East, a distance of 501.05 feet to a point for corner;

THENCE South 01 degrees 14 minutes 22 seconds West, a distance of 327.87 feet to a point for corner;

THENCE Southeasterly 60.96 feet along a curve to the left, having a central angle of 02 degrees 46 minutes 20 seconds, a radius of 1,260.00 feet, a tangent of 30.49 feet and whose cord bears South 00 degrees 08 minutes 48 seconds East, a cord distance of 60.96 feet to the **POINT OF BEGINNING** and containing 8,625,128 square feet or 198.006 acres.

EXHIBIT B

Legal Description of the Improvement Area #1 Assessed Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 02 degrees 33 minutes 19 seconds East a distance of 508.75 feet to a capped iron rod set for corner;

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

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

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

North 77 degrees 11 minutes 7 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

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

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

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 6 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 89 degrees 45 minutes 40 seconds East a distance of 121.05 feet;

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

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 4 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears North 68 degrees 26 minutes 43 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 7 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 2 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

South 19 degrees 0 minutes 5 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 66 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

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

EXHIBIT C-1

Form of Certificate for Payment

The undersigned, on behalf of D.R. Horton – Texas, Ltd., a Texas limited partnership (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 #1 Improvements pursuant to that certain Improvement Area #1 Funding and Reimbursement Agreement, dated _____, 2023, 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 #1 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 #1 Improvements below is a true and accurate representation of the Actual Costs associated with the acquisition, installation or construction of said Improvement Area #1 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 Development Agreement, the Developer Continuing Disclosure Agreement, the Service and Assessment Plan and the Improvement Area #1 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 #1 Assessed Property have been paid.

6. All conditions set forth in the Improvement Area #1 Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the Improvement Area #1 Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Improvement Area #1 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 #1 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 #1 Improvements and] the amount of work related to the Improvement Area #1 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 #1 Revenue Fund/ Project Fund] to fall below the amount necessary to complete the remaining Improvement Area #1 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:

**D.R. Horton – Texas, Ltd.,
a Texas limited partnership**

BY: D.R. HORTON, INC.

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 #1 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 D.R. Horton – Texas, Ltd., a Texas limited partnership (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 #1 Improvements and/or District Formation Expenses and/or Bond Issuance Costs to be funded pursuant to that Improvement Area #1 Funding and Reimbursement Agreement, dated _____, 2023 (“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 #1 Improvements at the time of the delivery of the Improvement Area #1 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 #1 Improvements at the time of the delivery of the Improvement Area #1 Bonds, and such costs are in compliance with the Funding Agreement and the SAP.
4. All conditions set forth in the Funding Agreement, Development Agreement, and in the Improvement Area #1 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:

D.R. HORTON – TEXAS, LTD., a Texas limited partnership

BY: D.R. Horton, Inc., a Delaware corporation,
Authorized Agent

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 #1 Bonds.

CITY OF ANNA, TEXAS,
a general law municipality

By: _____

Printed Name: _____

Its: _____

EXHIBIT D

Budgeted Costs

[Developer Team to insert final Engineer's Report]

DATED: MARCH 6, 2023
RE: ENGINEER'S REPORT
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS

INTRODUCTION

The Woods at Lindsey Place is a proposed single-family development including approximately 198 AC and is anticipated to include approximately 951 single family homes located approx. 3,000 ft (~0.57 miles) east of U.S. 75 and approximately 1200 ft west of County Road 369, Anna, Texas (City) as depicted in [Exhibit A](#). This Engineer's report includes the documents requested by the City for the formation of the Public Improvement District (PID) and the issuance of bonds. 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 (OPC) has been prepared for all off-site and on-site infrastructure and is included as [Exhibit B](#).

DEVELOPMENT IMPROVEMENTS

Development improvements have been separated into On-site Developer Improvements, Public Major Improvements, and Area 1 improvements.

The **Public Major Improvements** will be included in the PID. These improvements include all related earthwork, excavation, erosion control, and utilities.

- *Roadway*

Improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps, related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide benefit to future developments, including The Woods at Lindsey Place.

- *Water Systems*

Improvements include trench excavation and embedment, trench safety, PVC piping, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service to future developments, including The Woods at Lindsey Place.

- *Sanitary Sewer*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, concrete encasement, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide sanitary sewer service to future developments, including The Woods at Lindsey Place.

- *Storm Sewer*

Improvements include earthen channels, swales, RCP piping and boxes, manholes, curb and drop inlets, headwalls, concrete flumes, rock rip rap, stub outs to future developments, testing, related earthwork, erosion control, and all necessary appurtenances required to provide storm drainage to future developments, including The Woods at Lindsey Place.

The **Improvement Area 1 Improvements** will be included in the PID. These include all related earthwork, excavation, erosion control, and utilities improvements noted in the **Public Major Improvements** and will provide benefit to each Lot within Improvement Area 1.

On-site Developer Improvements for the project are depicted in [Exhibit C](#) through [Exhibit G](#), Public Major Improvements are depicted in [Exhibit H](#) through [Exhibit L](#), and Improvement Area 1 Improvements are depicted in [Exhibit C-1](#) through [Exhibit G-1](#) and [Exhibit M-1](#) through [Exhibit N-1](#) and [Exhibit P-1](#) through [Exhibit Q-1](#).

DEVELOPMENT SCHEDULE

Design Stage

The Overall Preliminary Plat for the entire development has been approved by the City of Anna.

The flood study has been approved by the City of Anna.

The On-site and Off-site civil construction plans for Phase #1 Improvements and Off-site Public Improvements have been approved by the City of Anna.

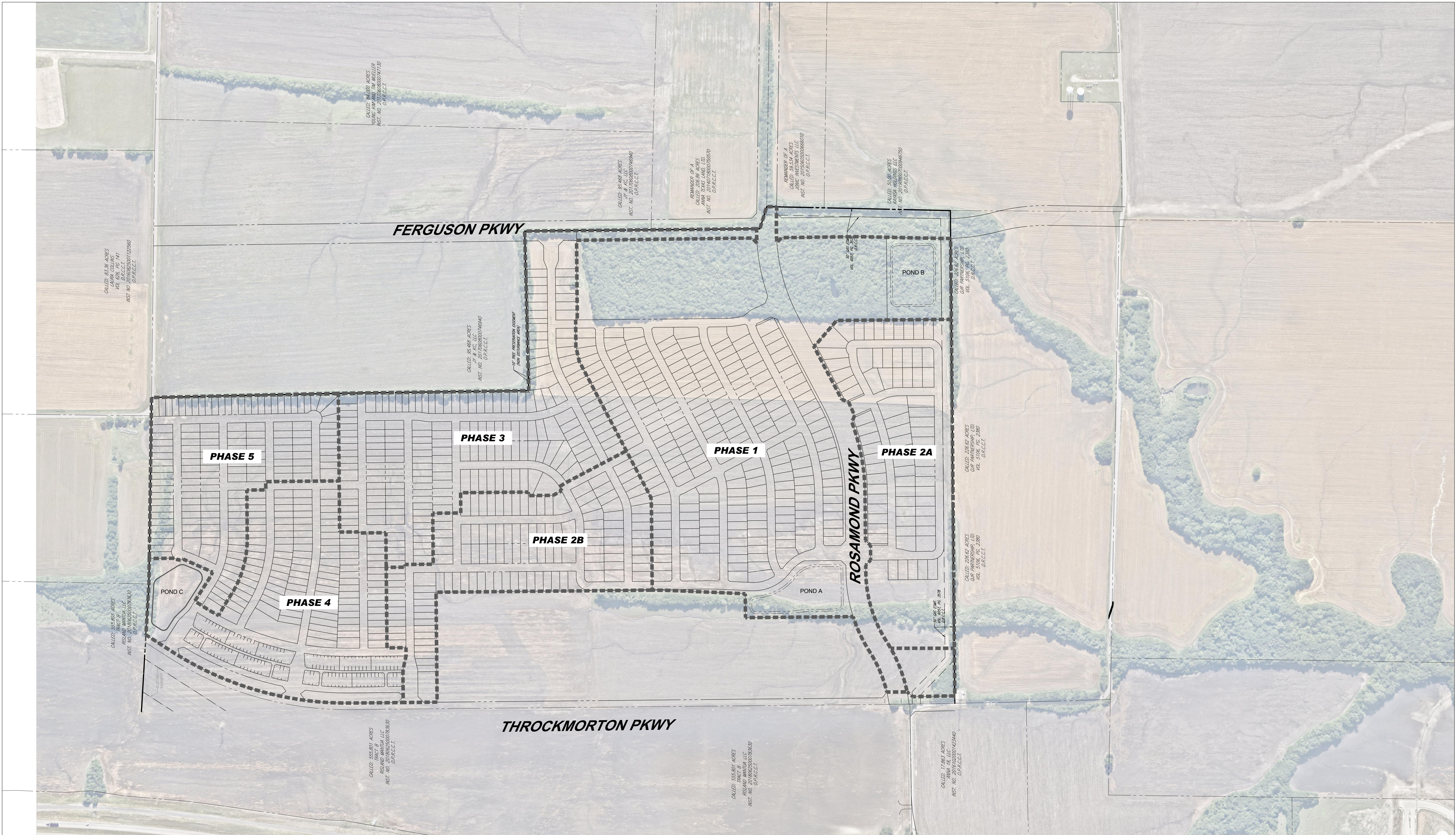
Construction Stage

Phase 1 of The Woods at Lindsey Place and the Off-site Public Improvements began in Fall 2021 with final acceptance from the City anticipated fall of 2022. A project schedule for the home build out is depicted in [Exhibit O](#).

Dean Cardwell, P.E.



H:\2020\2021\DRAWING\EXHIBIT\SPD EXHIBITS\TD202021 - SPD EXHIBITS - LAND USE MAP - LAYOUT - SITE PLAN



**EXHIBIT B: PID COST SUMMARY**

OPINION OF PROBABLE CONSTRUCTION COST

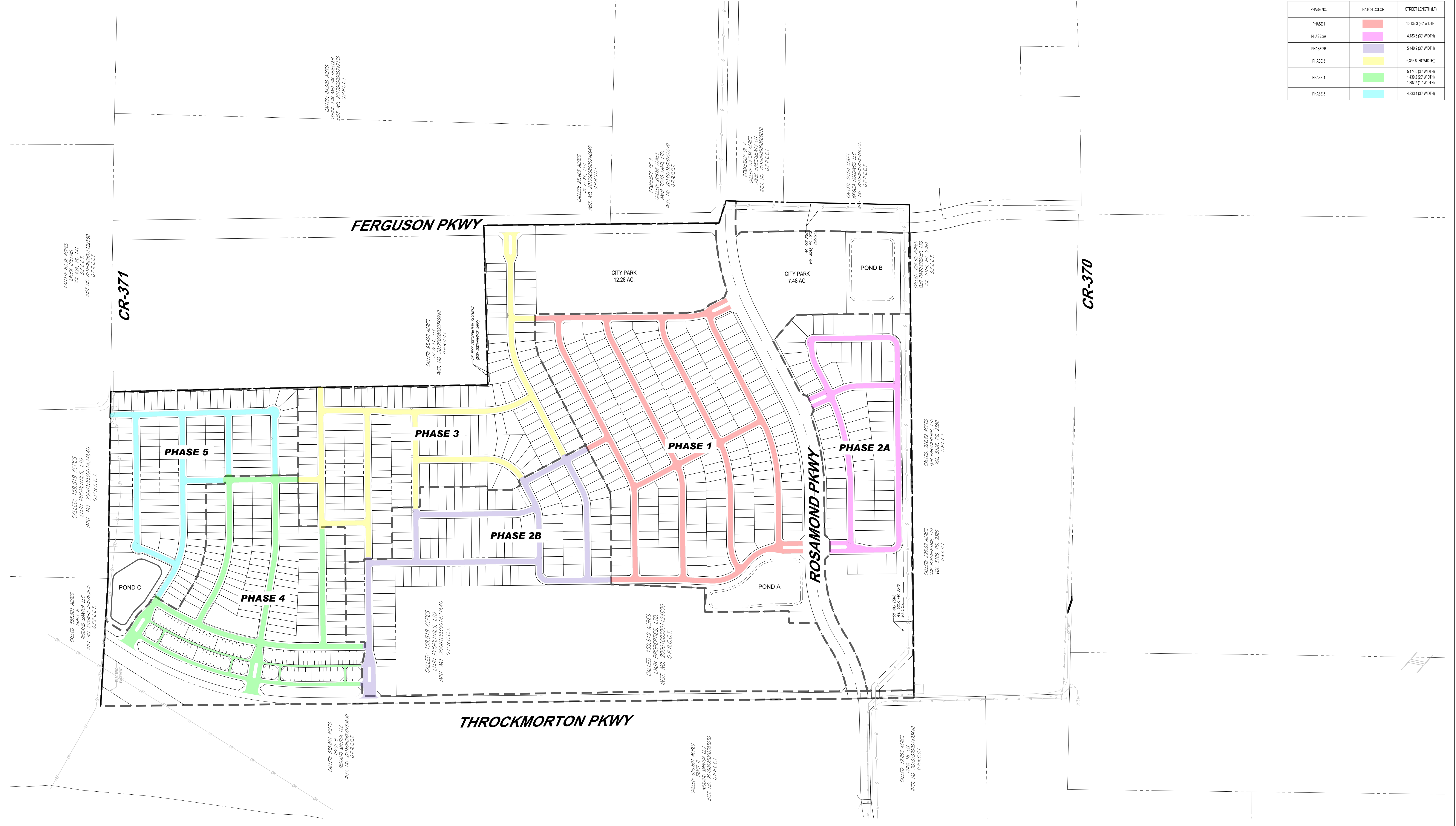
FEBRUARY 3, 2023

Division	Public							Developer							TOTAL
	IA 1	IA 2A	IA 2B	IA 3	IA 4	IA 5	TOTAL	IA 1	IA 2A	IA 2B	IA 3	IA 4	IA 5	TOTAL	
EROSION CONTROL	\$ 57,000	\$ 28,000	\$ 36,500	\$ 48,500	\$ 54,500	\$ 33,000	\$ 257,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,500
EXCAVATION	\$ 162,500	\$ 82,140	\$ 100,360	\$ 143,450	\$ 531,672	\$ 102,140	\$ 1,122,262	\$ 1,091,260	\$ 449,900	\$ 542,450	\$ 766,390	\$ 836,390	\$ 626,910	\$ 4,313,300	\$ 5,435,562
SANITARY SEWER	\$ 1,053,228	\$ 398,015	\$ 623,703	\$ 761,243	\$ 807,271	\$ 524,170	\$ 4,167,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,167,630
STORM SEWER SYSTEM	\$ 1,771,838	\$ 768,431	\$ 663,424	\$ 1,138,437	\$ 1,993,773	\$ 750,856	\$ 7,086,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,086,759
WATER DISTRUBUTION SYSTEM	\$ 1,123,596	\$ 434,194	\$ 1,049,489	\$ 1,024,144	\$ 1,030,347	\$ 533,002	\$ 5,194,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194,772
STREET PAVING	\$ 1,772,441	\$ 1,016,323	\$ 2,259,449	\$ 1,505,870	\$ 2,084,235	\$ 993,195	\$ 9,631,513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,631,513
MI EXCAVATION	\$ 612,616	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 612,616	\$ 118,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,500	\$ 731,116
MI SANITARY SEWER	\$ 1,212,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,212,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,212,374
MI STORM SEWER SYSTEM	\$ 1,136,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,136,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,136,739
MI WATER DISTRUBUTION SYSTEM	\$ 758,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 758,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 758,402
MI STREET PAVING	\$ 1,450,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450,080
STREET LIGHTS	\$ 66,000	\$ 24,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 27,000	\$ 243,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,000
RETAINING WALLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 539,658	\$ 50,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 250,000	\$ 1,639,658	\$ 1,639,658
LANDSCAPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 393,935	\$ 381,801	\$ 99,585	\$ 63,050	\$ 881,507	\$ -	\$ 1,819,878	\$ 1,819,878
ELECTRIC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,000	\$ 37,500	\$ 61,500	\$ 93,500	\$ 102,500	\$ 71,500	\$ 475,500	\$ 475,500
SCREENING/HARDSCAPE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 416,050	\$ 153,950	\$ 116,300	\$ 237,850	\$ -	\$ 1,524,150	
AMENITY CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,523,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,523,000	
LOT EXCAVATION / LOT BENCHING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,760	\$ 299,900	\$ 296,450	\$ 392,390	\$ 426,390	\$ 340,910	\$ 2,271,800	\$ 2,271,800
EXCAVATION / PAD MOISTURE COND.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 436,000	\$ 150,000	\$ 246,000	\$ 374,000	\$ 410,000	\$ 286,000	\$ 1,902,000	\$ 1,902,000
CLUSTER MAILBOX UNITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,500	\$ 18,750	\$ 30,750	\$ 46,750	\$ 51,250	\$ 35,750	\$ 237,750	\$ 237,750
SUB-TOTAL	\$ 11,176,814	\$ 2,751,103	\$ 4,774,925	\$ 4,663,644	\$ 6,543,798	\$ 2,963,363	\$ 32,873,647	\$ 5,381,613	\$ 1,803,901	\$ 1,630,685	\$ 2,152,380	\$ 3,245,887	\$ 1,611,070	\$ 15,825,536	\$ 48,699,183
ENGINEERING	\$ 1,097,021	\$ 175,000	\$ 285,000	\$ 459,010	\$ 778,876	\$ 330,000	\$ 3,124,907	\$ 354,388	\$ 108,320	\$ 87,059	\$ 110,879	\$ 192,760	\$ 78,733	\$ 932,139	\$ 4,057,046
CONTINGENCY	\$ 1,376,192	\$ 275,110	\$ 349,863	\$ 478,369	\$ 933,948	\$ 296,336	\$ 3,709,818	\$ 221,493	\$ 67,700	\$ 54,412	\$ 69,300	\$ 120,475	\$ 49,208	\$ 582,587	\$ 4,292,405
TOTAL	\$ 13,650,027	\$ 3,201,213	\$ 5,409,788	\$ 5,601,023	\$ 8,256,622	\$ 3,589,699	\$ 39,708,372	\$ 5,957,494	\$ 1,979,921	\$ 1,772,156	\$ 2,332,559	\$ 3,559,122	\$ 1,739,011	\$ 17,340,262	\$ 57,048,634

PHASE TOTAL SUMMARY							
COST TYPE	IA 1	IA 2A	IA 2B	IA 3	IA 4	IA 5	TOTAL
PUBLIC	\$ 13,650,027	\$ 3,201,213	\$ 5,409,788	\$ 5,601,023	\$ 8,256,622	\$ 3,589,699	\$ 39,708,372
PRIVATE	\$ 5,957,494	\$ 1,979,921	\$ 1,772,156	\$ 2,332,559	\$ 3,559,122	\$ 1,739,011	\$ 17,340,262
TOTAL	\$ 19,607,521	\$ 5,181,134	\$ 7,181,943	\$ 7,933,582	\$ 11,815,743	\$ 5,328,710	\$ 57,048,634

H:\2020\2022\10\DRAWING\EXHIBIT\SPD EXHIBITS\TD202021 - PD EXHIBITS - ROADWAY IMPROVEMENTS - LAYOUT ON-SITE ROADWAY

PHASE NO.	HATCH COLOR	STREET LENGTH (LF)
PHASE 1		10,132.3 (30' WIDTH)
PHASE 2A		4,183.8 (30' WIDTH)
PHASE 2B		5,440.9 (30' WIDTH)
PHASE 3		6,356.9 (30' WIDTH)
PHASE 4		5,174.0 (30' WIDTH) 1,432.0 (20' WIDTH) 1,887.7 (10' WIDTH)
PHASE 5		4,233.4 (30' WIDTH)



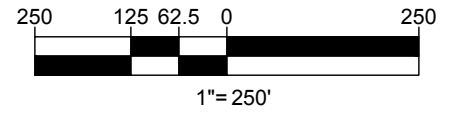
BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

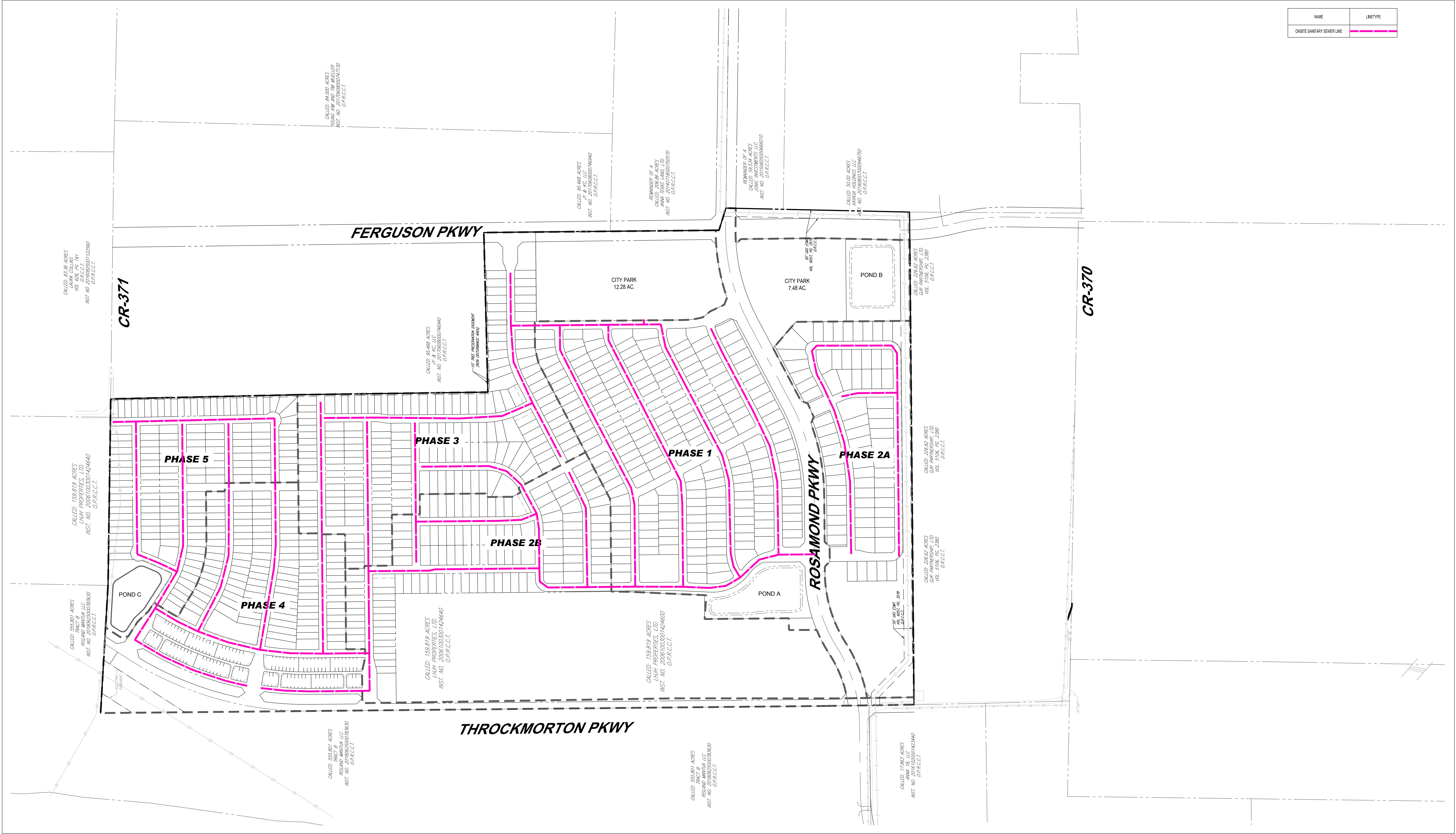
EXHIBIT C: ON-SITE DEVELOPER ROADWAY IMPROVEMENTS

THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



NAME	LINE TYPE
ONSITE SANITARY SEWER LINE	



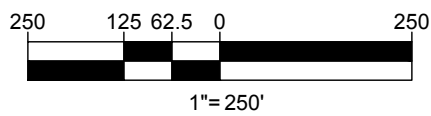
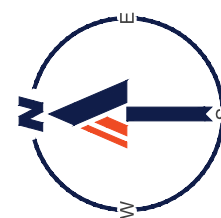
BOHLER

EXHIBIT D: ON-SITE DEVELOPER SANITARY SEWER IMPROVEMENTS

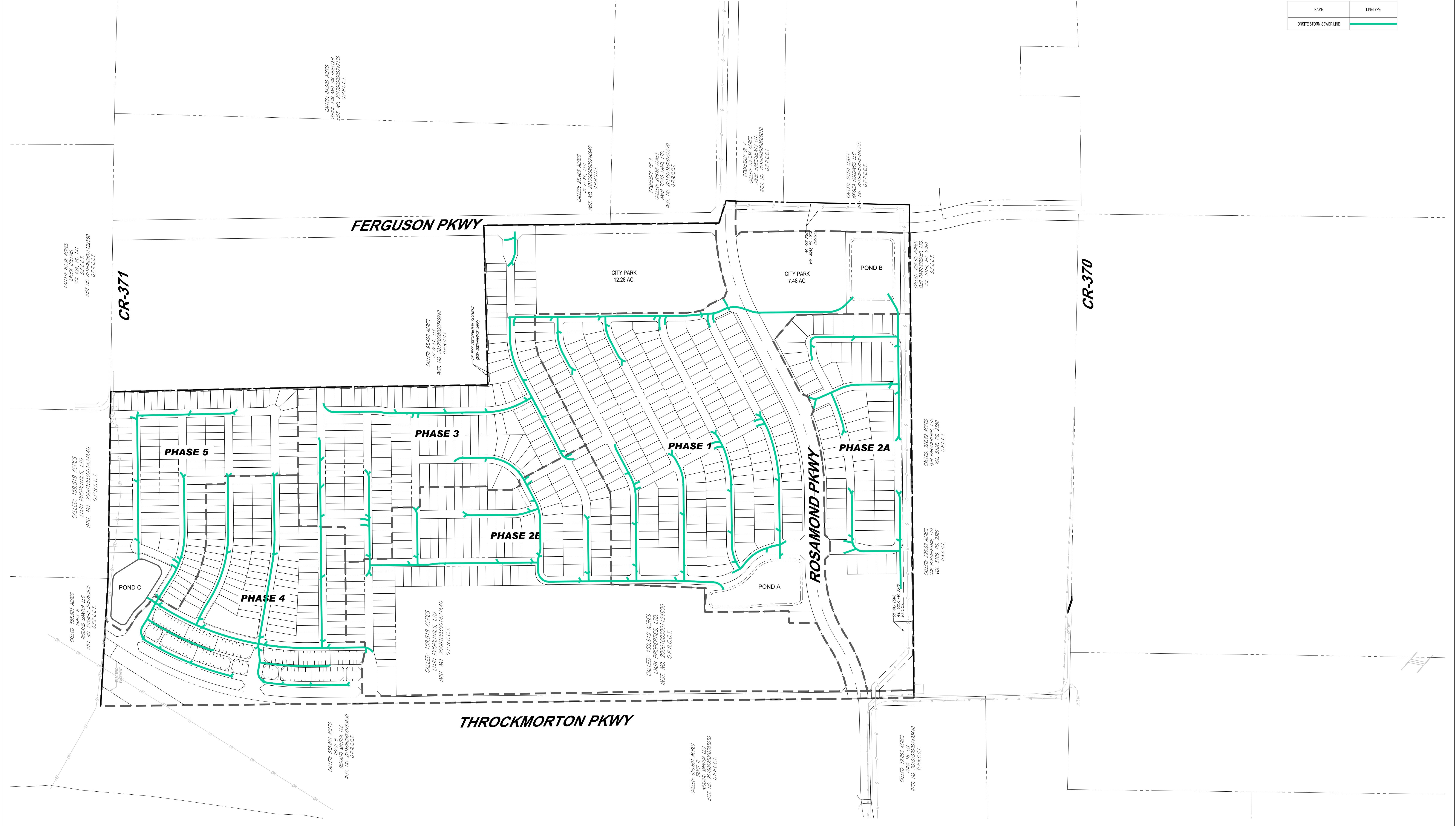
THE WOODS AT LINDSEY PLACE

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

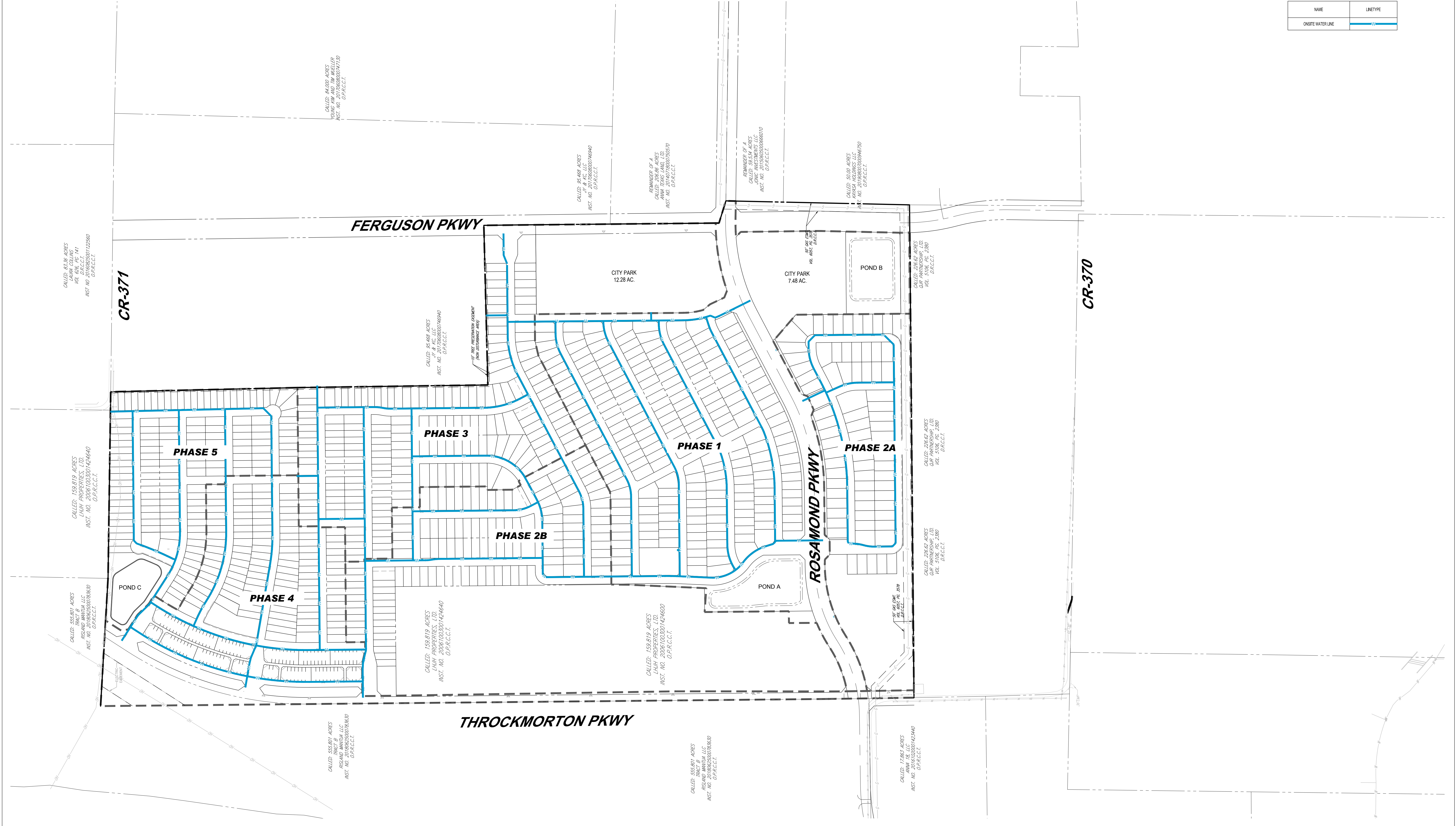
ANNA, TEXAS



NAME	LINE TYPE
ONSITE STORM SEWER LINE	



NAME	LINE TYPE
ONSITE WATER LINE	

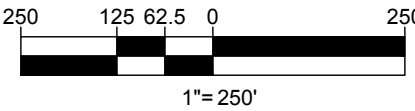


BOHLER //

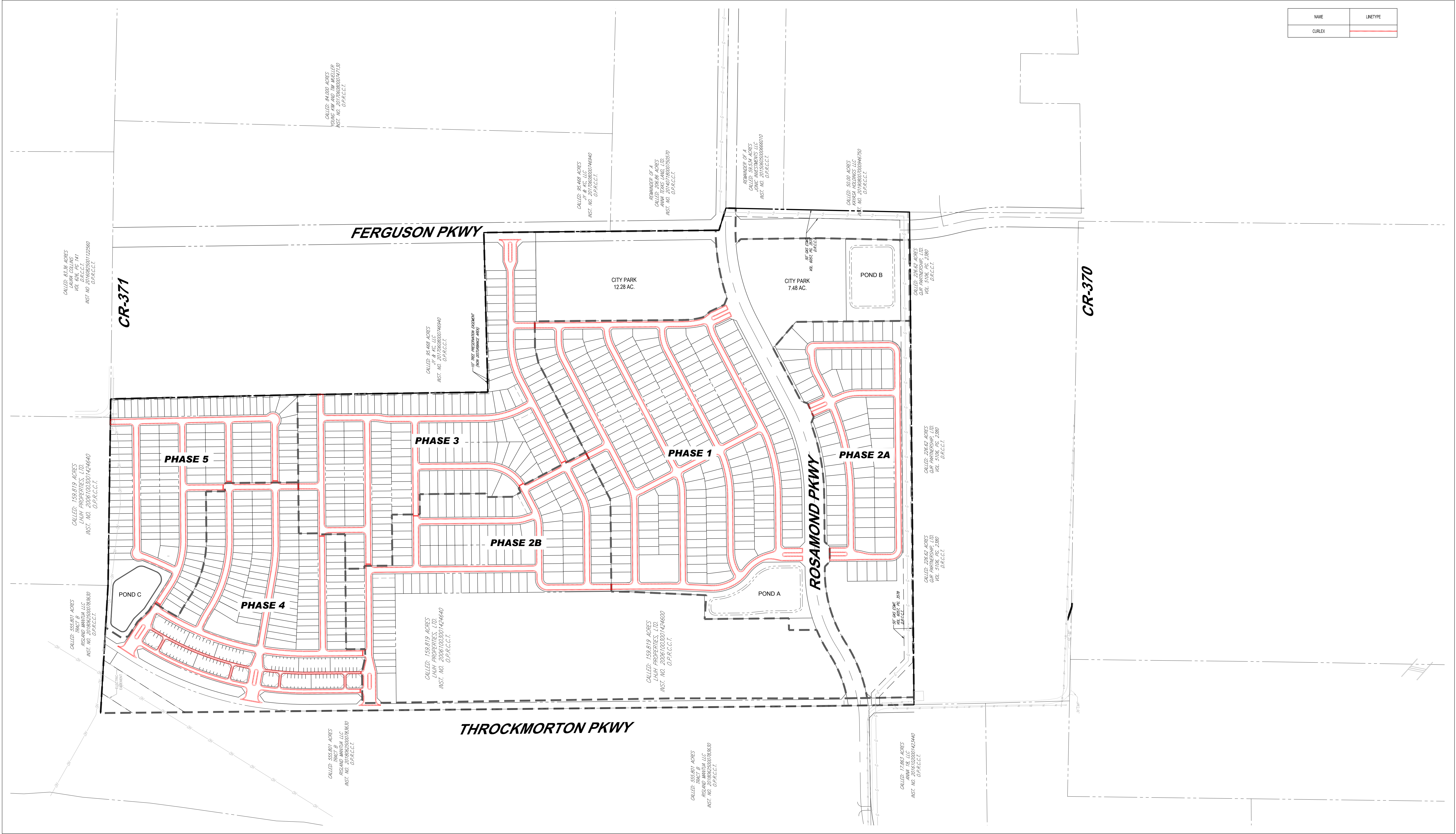
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

EXHIBIT F: ON-SITE DEVELOPER WATER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



NAME	LINE TYPE
CURLEX	



PHASE NO.	HATCH COLOR	STREET LENGTH (LF)
THROCKMORTON BLVD (PHASE 4)		9,212.3 (24' WIDTH)



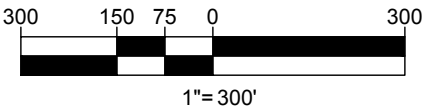
BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

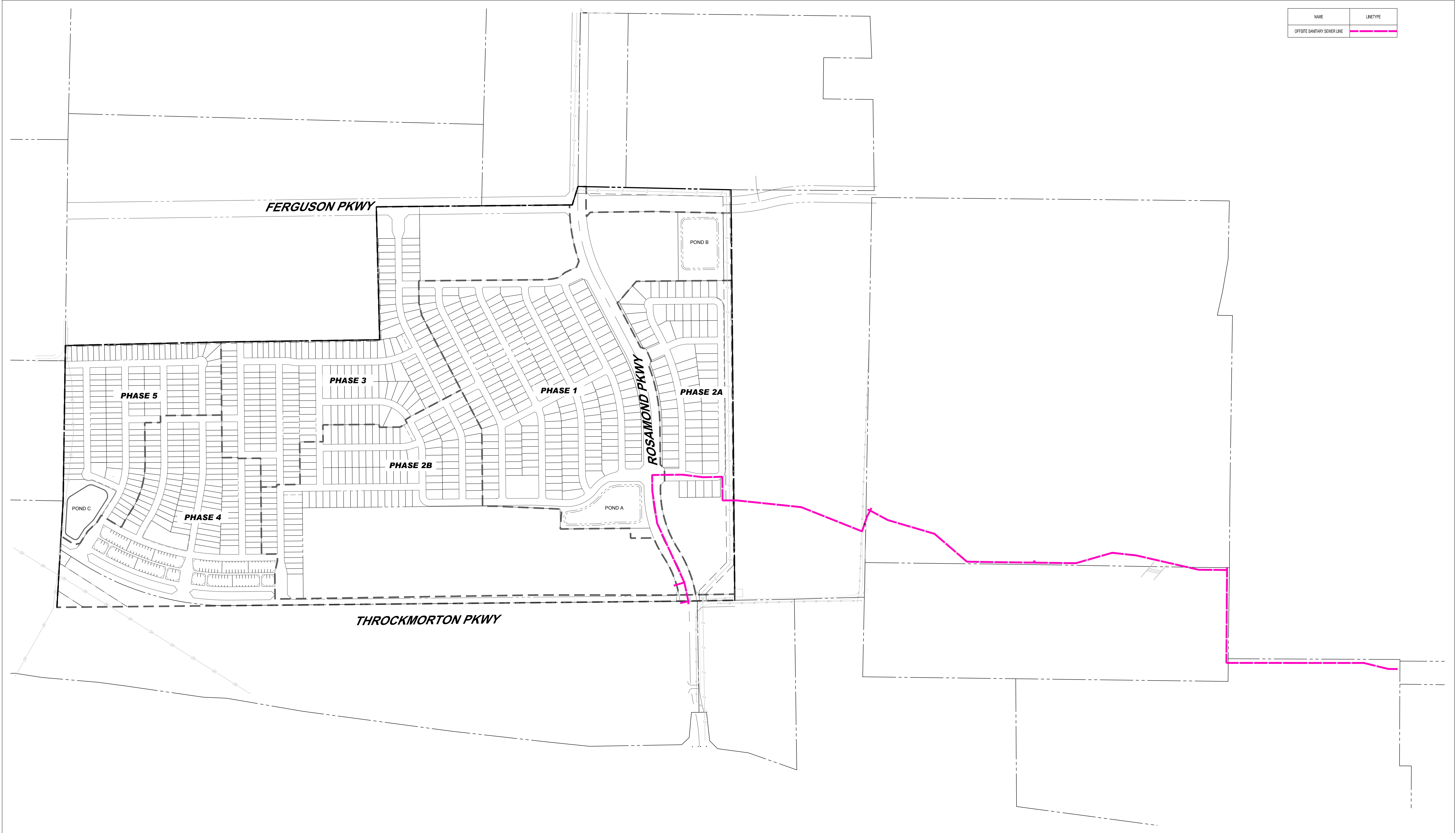
EXHIBIT H: OFF-SITE PUBLIC ROADWAY IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

08/17/22 | EDL | TD202021



NAME	LINE TYPE
OFFSITE SANITARY SEWER LINE	

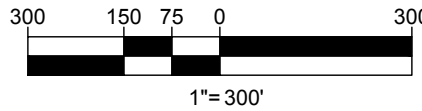
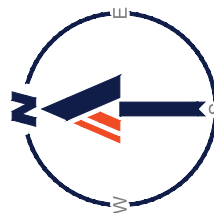


BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

EXHIBIT I: OFF-SITE PUBLIC SANITARY SEWER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

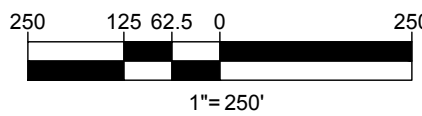
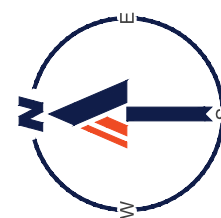


NAME	LINE TYPE
OFFSITE STORM SEWER LINE	

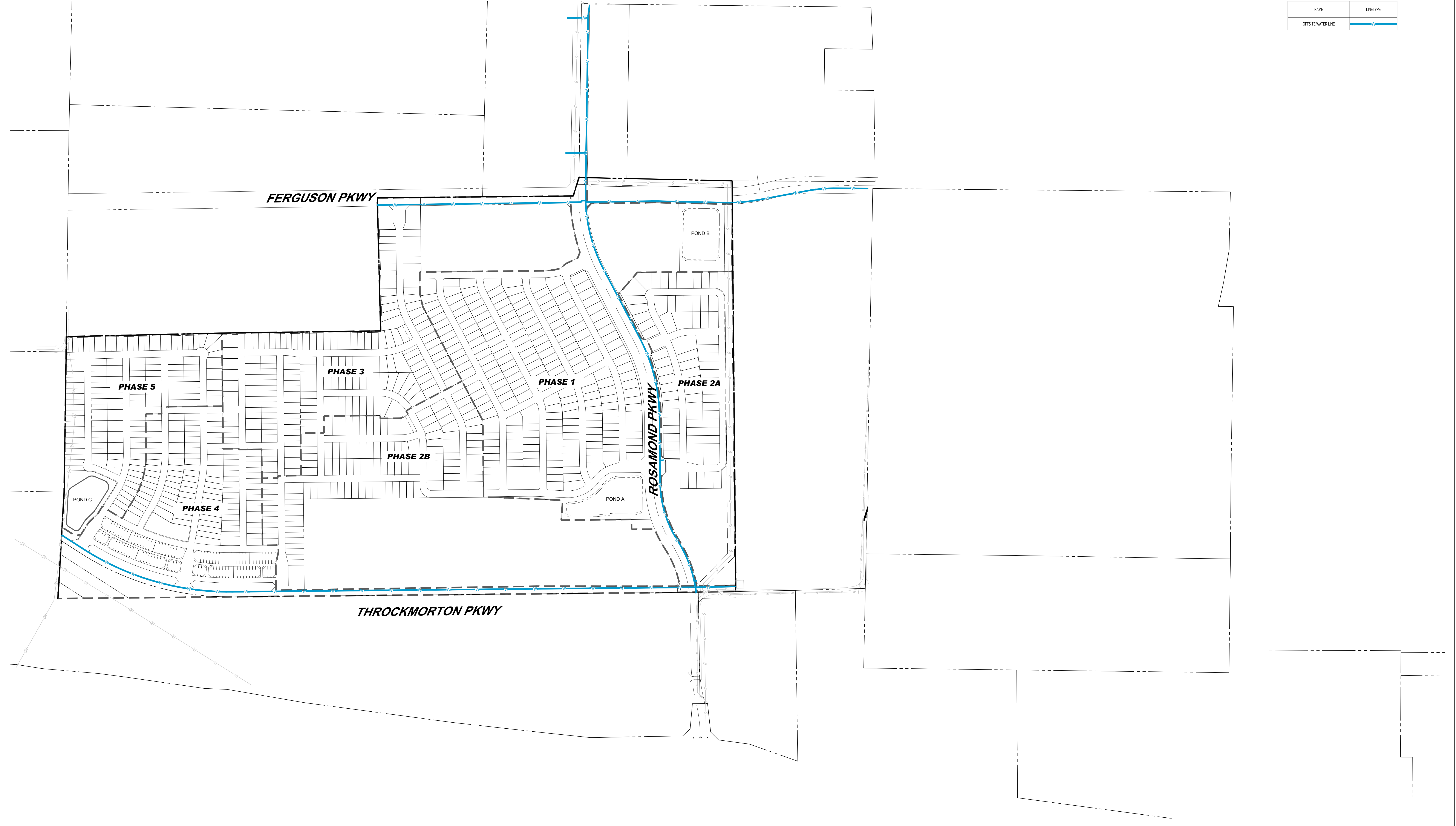


EXHIBIT J: OFF-SITE PUBLIC STORM SEWER IMPROVEMENTS THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



NAME	LINE TYPE
OFFSITE WATER LINE	



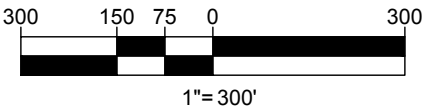
BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

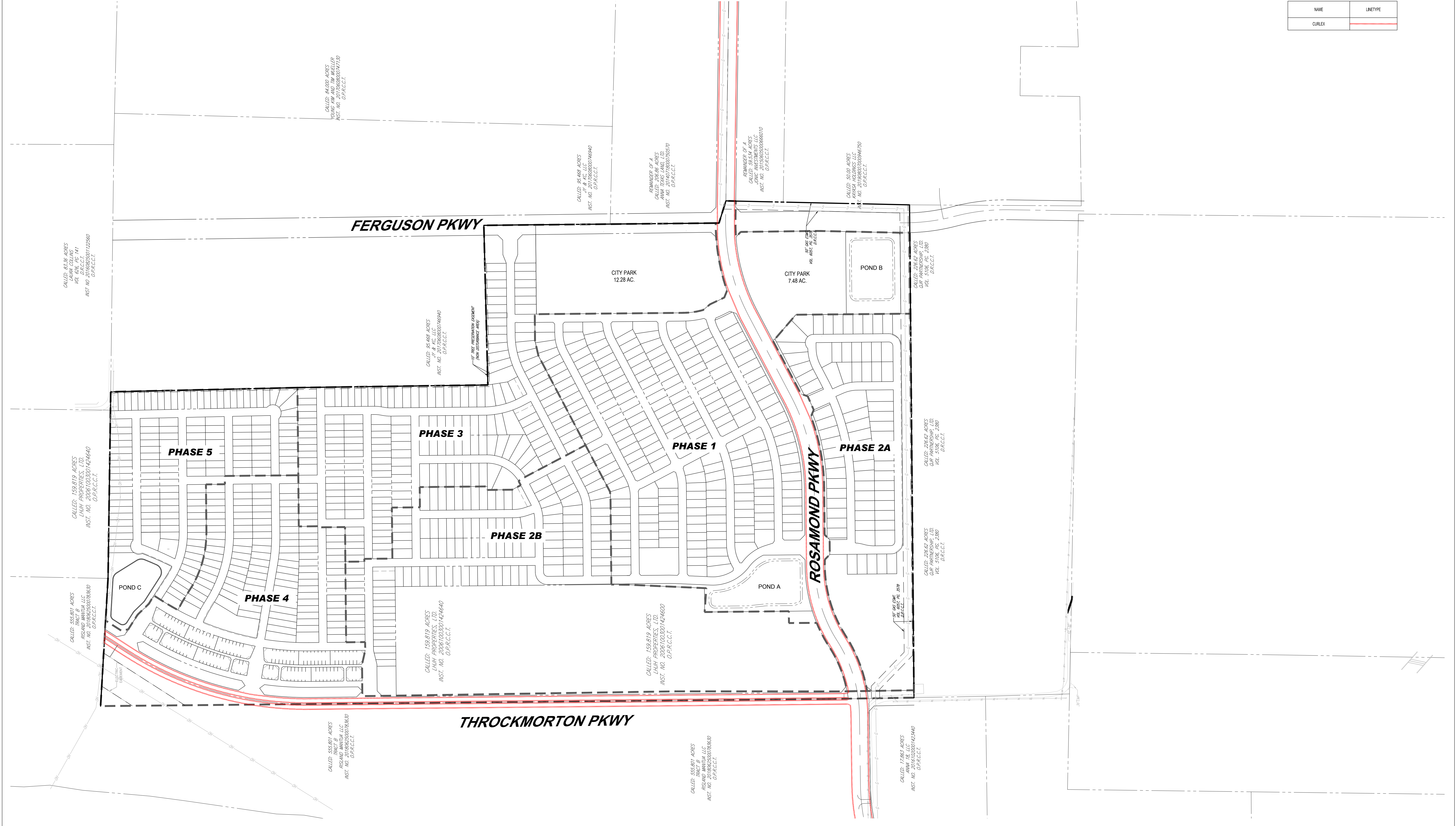
EXHIBIT K: OFF-SITE PUBLIC WATER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE

ANNA, TEXAS

08/17/22 | EDL | TD202021



NAME	LINE TYPE
CURLEX	



H:\2020\2021\DRAWING\EXHIBIT\SPD EXHIBITS\TD202021 - LAYOUT: OPEN SPACE PLAN

PHASE NO.	AMENITY CENTER (ACRES)	RETENTION POND AREA (ACRES)	OPEN AREA (LOTS)	OPEN AREA (ACRES)
PHASE 1	0.92	8.45	1 LOT	0.67
PHASE 2A			3 LOTS	7.79
PHASE 2B			1 LOT	0.47
PHASE 3			2 LOTS	0.88
PHASE 4			3 LOTS	1.28
PHASE 5		2.84		
TOTAL	0.92	11.29 AC.	10 LOTS	11.09 AC.

HOA MAINTAINED LOT

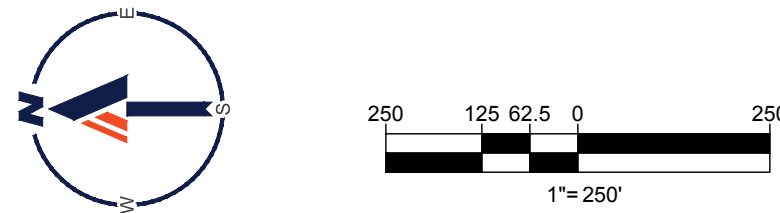
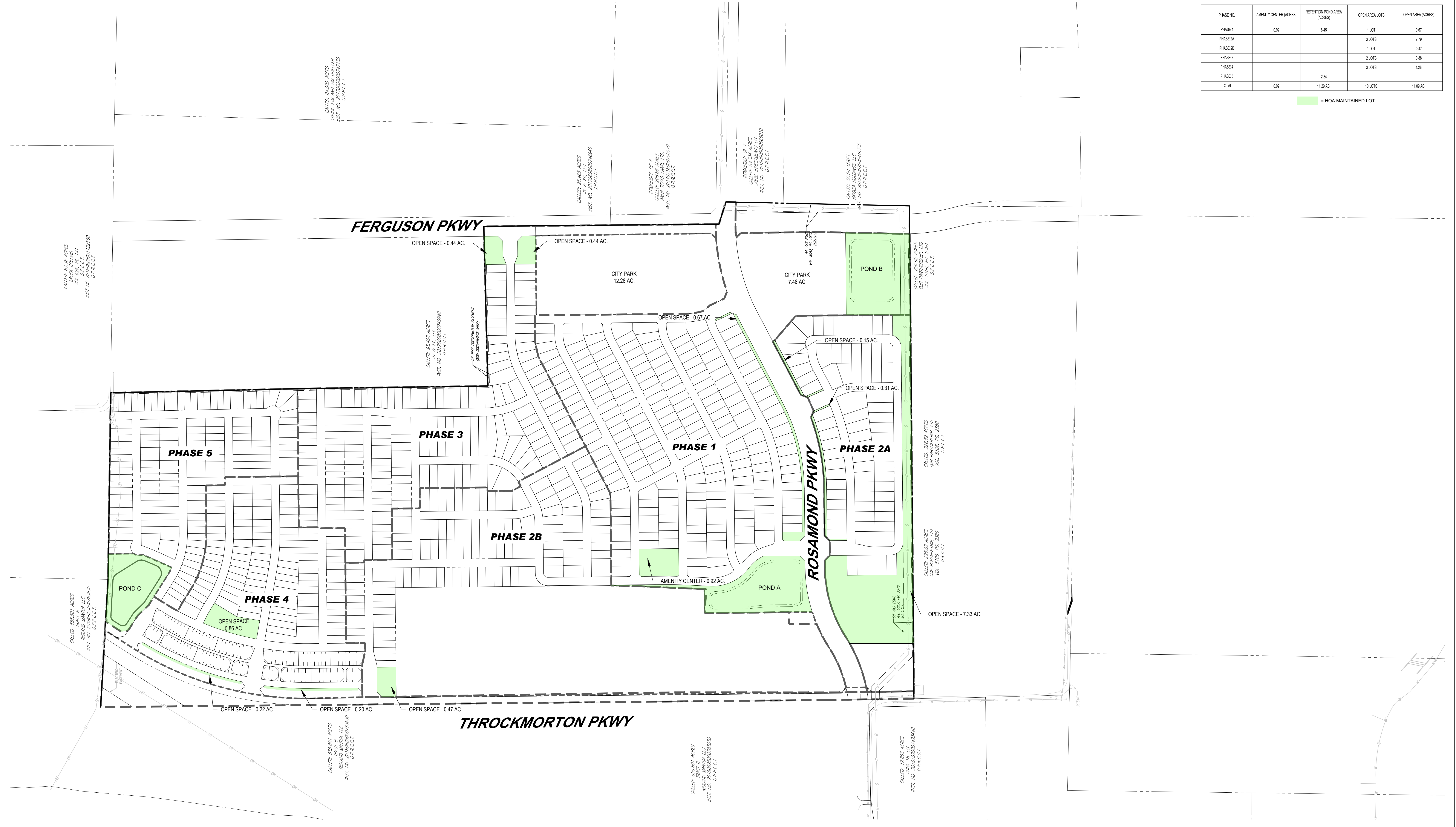


Exhibit O - The Woods at Lindsey Place Schedule August 2022

			2022		2023														2024												2025												2026		
Cumulative Months>			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41		
Phase	Start (Lots Delivery)	End (Home Build-Out)	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Phase 1	Nov-22	Nov-23																																											
Phase 2A	Sep-23	Sep-24																																											
Phase 2B	Sep-23	Sep-24																																											
Phase 3	Mar-24	Mar-25																																											
Phase 4	Sep-24	Sep-25																																											
Phase 5	Mar-25	Mar-26																																											

Exhibit P - Overall PID Boundary

Exhibit Q – Overall PID Legal Description

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 275.00 acre tract of land described in a Special Warranty Deed to D.R. Horton – Texas, Ltd., recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 275.00 acre tract of land, said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI Preferred Income Fund II, LLC, recorded in Instrument No. 20210830001753370, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 168.60 feet along the south line of said 275.00 acre tract of land and along the north line of said 226.62 acre tract of land to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,480.27 feet along the south line of said 275.00 acre tract of land) and along the north line of said 226.62 acre tract of land to a point for corner, from which a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" set (hereinafter called "iron rod set") at the southwest corner of said 275.00 acre tract of land bears South 89 degrees 28 minutes 48 seconds West, a distance of 335.99 feet

THENCE North 00 degrees 34 minutes 00 seconds West, a distance of 385.03 feet to a point for corner;

THENCE North 29 degrees 27 minutes 03 seconds West, a distance of 120.00 feet to a point for corner;

THENCE Northeasterly 44.49 feet along a non-tangent curve to the left, having a central angle of 03 degrees 13 minutes 35 seconds, a radius of 790.00 feet, a tangent of 22.25 feet and whose cord bears North 58 degrees 56 minutes 09 seconds East, a cord distance of 44.48 feet to a point for corner;

THENCE Northeasterly 236.99 feet along a curve to the right, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent of 119.17 feet and whose cord bears North 64 degrees 47 minutes 01 seconds East, a cord distance of 236.32 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 652.43 feet to a point for corner;

THENCE North 89 degrees 26 minutes 21 seconds East, a distance of 144.81 feet to a point for corner;

THENCE North 02 degrees 33 minutes 19 seconds East, a distance of 504.55 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 1,369.34 feet to a point for corner;

THENCE South 89 degrees 26 minutes 21 seconds West, a distance of 620.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 526.78 feet to a point for corner;

THENCE Northeasterly 1,091.99 feet along a curve to the right, having a central angle of 32 degrees 41 minutes 20 seconds, a radius of 1,914.00 feet, a tangent of 561.30 feet and whose cord bears North 15 degrees 47 minutes 01 seconds East, a cord distance of 1,077.24 feet to a point for corner;

THENCE North 32 degrees 39 minutes 37 seconds East, a distance of 90.00 feet to a point for corner;

THENCE North 32 degrees 43 minutes 36 seconds East, a distance of 144.49 feet to a point in the north line of said 275.00 acre tract of land, said point being a the south line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 255.78 feet along the north line of said 275.00 acre tract of land and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet along the north line of said 275.00 acre tract of land to a one-half inch iron rod set for corner, said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 275.00 acre tract of land and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the northeast corner of said 275.00 acre tract of land, said iron rod being at the northwest corner of a called 95.444 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MCI PREFERRED INCOME FUND II, LLC, recorded in Instrument No. 20210819001679920, (O.P.R.C.C.T);

THENCE along the east line of said 275.00 acre tract of land and along the west line of said 95.444 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.444 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 906.82 feet along the most easterly north line of said 275.00 acre tract of land and along the most westerly south line of said 95.444 acre tract of land to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 314.82 feet to a point for corner;

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 481.91 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 889.34 feet to a point for corner;

THENCE Southeasterly 120.981 feet along a curve to the left, having a central angle of 14 degrees 35 minutes 35 seconds, a radius of 475.00 feet, a tangent of 60.82 feet and whose cord bears South 07 degrees 49 minutes 00 seconds East, a cord distance of 120.66 feet to a point for corner;

THENCE South 39 degrees 17 minutes 34 seconds East, a distance of 55.80 feet to a point for corner;

THENCE Southeasterly 38.63 feet along a non-tangent curve to the left, having a central angle of 04 degrees 51 minutes 53 seconds, a radius of 455.00 feet, a tangent of 19.33 feet and whose cord bears South 23 degrees 58 minutes 10 seconds East, a cord distance of 38.62 feet to a point for corner;

THENCE South 26 degrees 24 minutes 07 seconds East, a distance of 56.52 feet to a point for corner;

THENCE South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a point for corner;

THENCE Northeasterly 361.48 feet along a non-tangent curve to the right, having a central angle of 16 degrees 26 minutes 14 seconds, a radius of 1,260.00 feet, a tangent of 181.99 feet and whose cord bears North 79 degrees 13 minutes 01 seconds East, a cord distance of 360.24 feet to a point for corner;

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 120.07 feet to a point for corner;

THENCE Southwesterly 497.56 feet along a non-tangent curve to the left, having a central angle of 25 degrees 00 minutes 25 seconds, a radius of 1,140.00 feet, a tangent of 252.80 feet and whose cord bears South 74 degrees 44 minutes 27 seconds West, a cord distance of 493.62 feet to a point for corner;

THENCE South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to a point for corner;

THENCE South 27 degrees 45 minutes 46 seconds East, a distance of 15.00 feet to a point for corner;

THENCE South 49 degrees 18 minutes 42 seconds East, a distance of 194.61 feet to a point for corner;

THENCE South 00 degrees 31 minutes 12 seconds East, a distance of 305.98 feet to a point for corner;

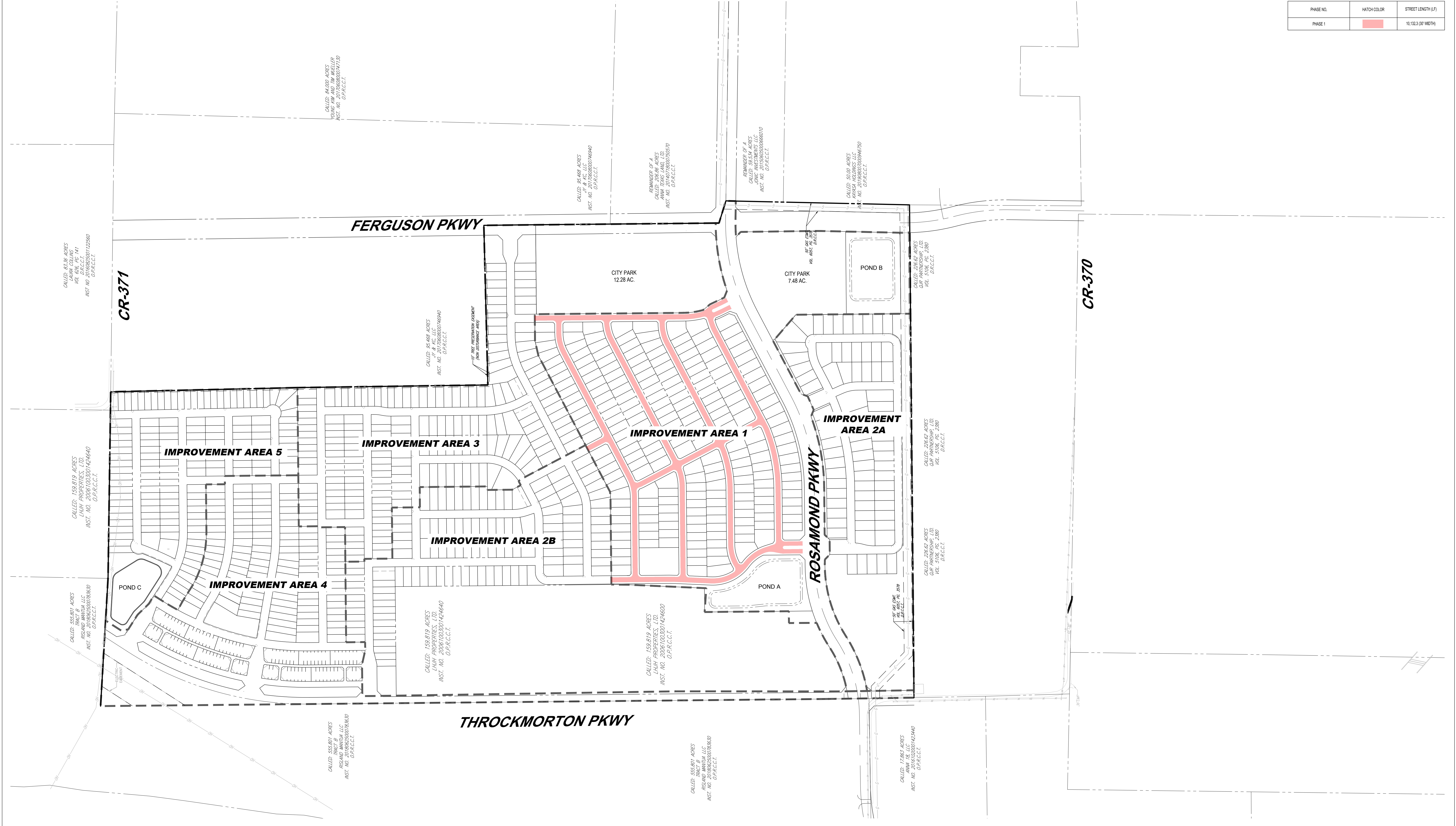
THENCE North 89 degrees 28 minutes 48 seconds East, a distance of 501.05 feet to a point for corner;

THENCE South 01 degrees 14 minutes 22 seconds West, a distance of 327.87 feet to a point for corner;

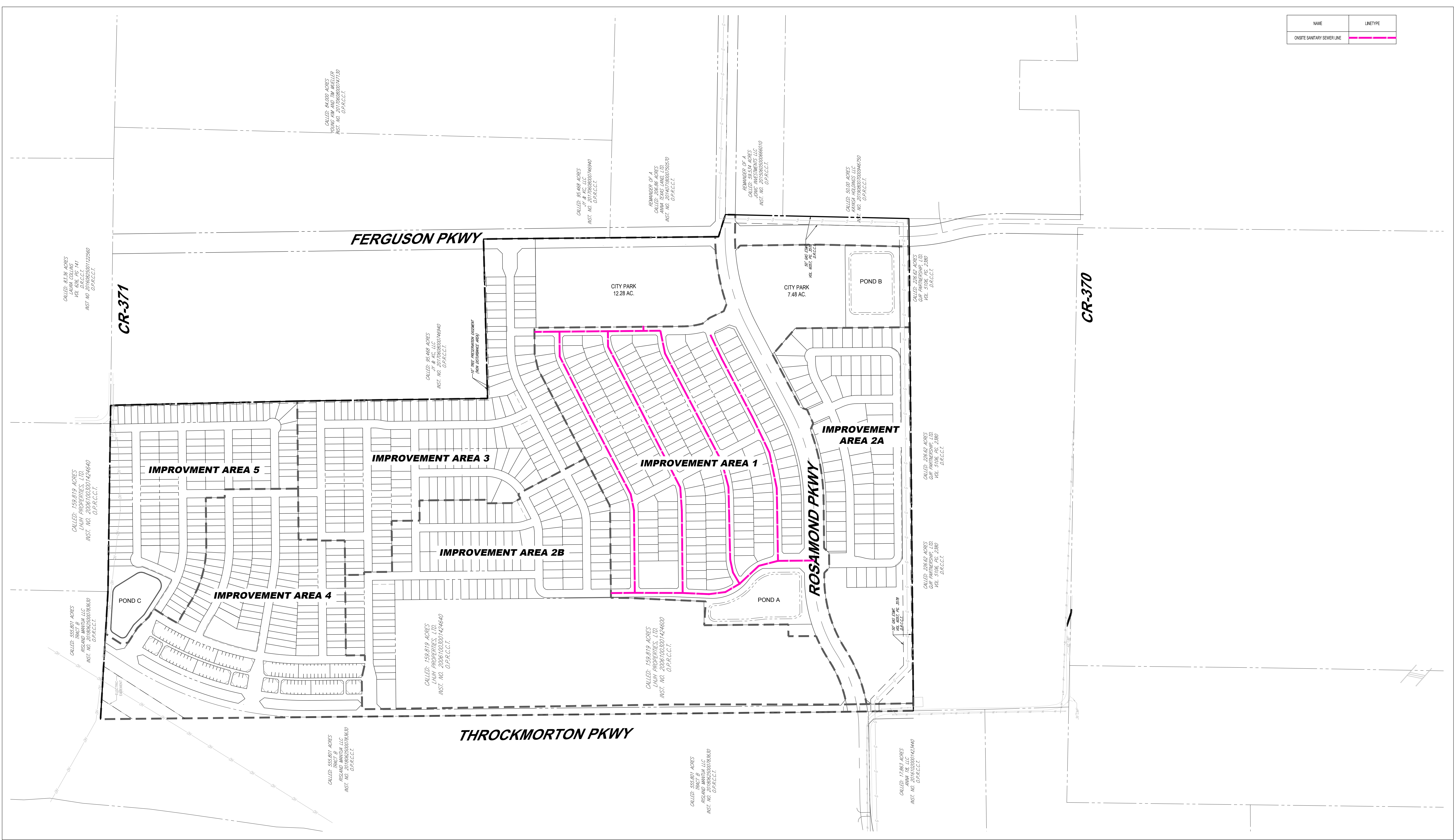
THENCE Southeasterly 60.96 feet along a curve to the left, having a central angle of 02 degrees 46 minutes 20 seconds, a radius of 1,260.00 feet, a tangent of 30.49 feet and whose cord bears South 00 degrees 08 minutes 48 seconds East, a cord distance of 60.96 feet to the **POINT OF BEGINNING** and containing 8,625,128 square feet or 198.006 acres.

IMPROVEMENT AREA 1 EXHIBITS

PHASE NO.	HATCH COLOR	STREET LENGTH (LF)
PHASE 1		10,132.3 (30' WIDTH)



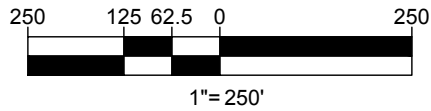
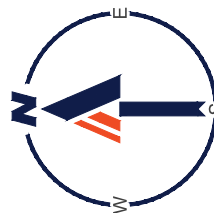
NAME	LINE TYPE
ON-SITE SANITARY SEWER LINE	



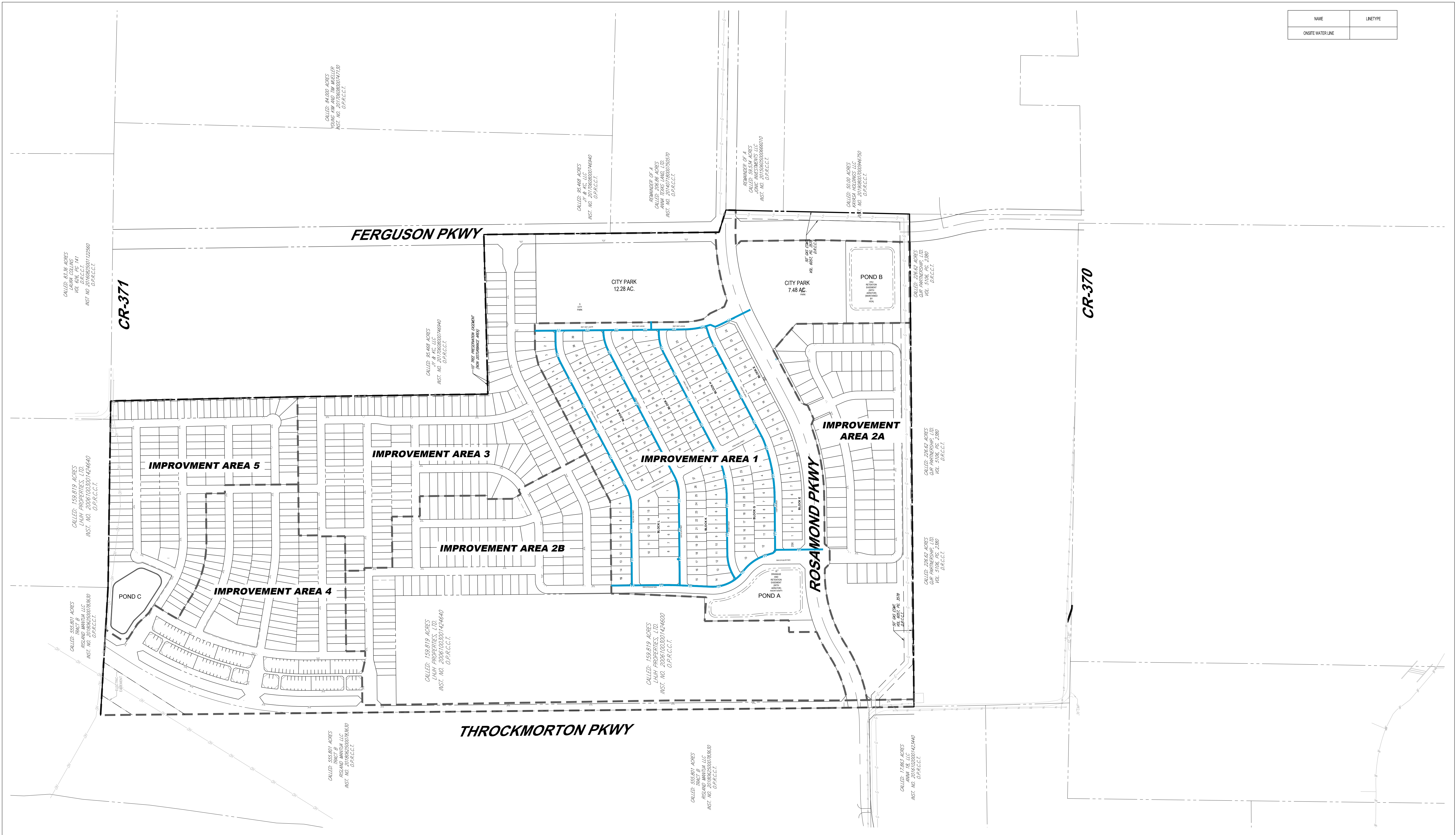
BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

EXHIBIT D-1: ON-SITE IMPROVEMENT AREA 1
DEVELOPER SANITARY SEWER IMPROVEMENTS
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS



\\BOHLER\ENGIN\SHARES\TX-PROJECTS\TD2020\2-DRAWINGS\EXHIBITS\TD202021 - PD EXHIBITS - WATER IMPROVEMENTS--LAYOUT, ON-SITE WATER (2)



NAME	LINE TYPE
ONSITE WATER LINE	

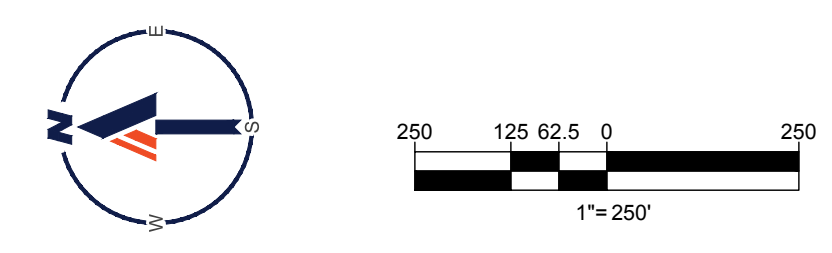
BOHLER

EXHIBIT F-1: ON-SITE IMPROVEMENT AREA 1

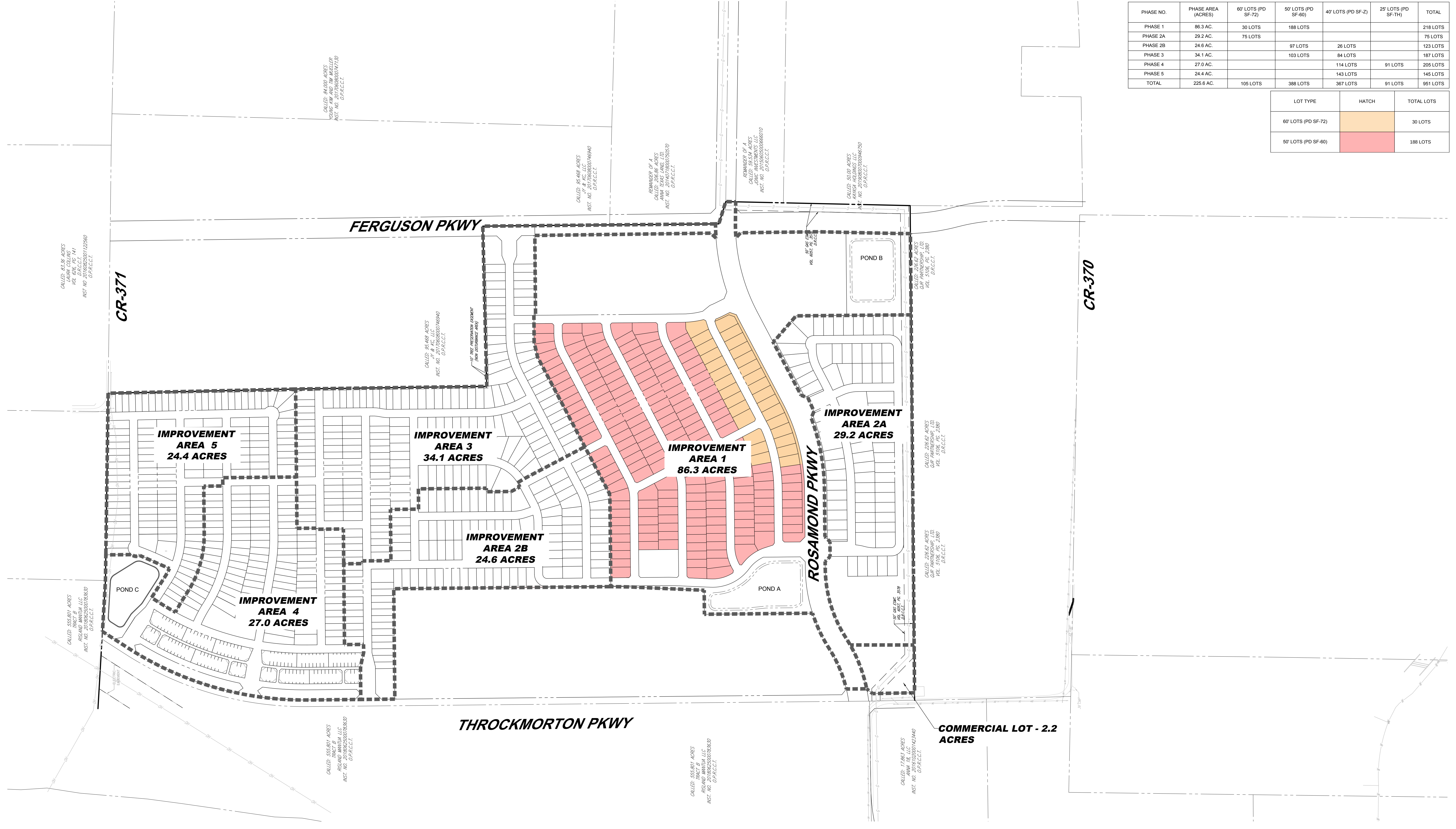
DEVELOPER WATER IMPROVEMENTS

THE WOODS AT LINDSEY PLACE

ANNA, TEXAS



\\BOHLER\ENG\NET\SHARES\TX-PROJECTS\2010\2020\2020\DRAWINGS\EXHIBITS\PD EXHIBITS\202021 - LOT EXHIBIT - LAYOUT: LAND USE MAP (2)

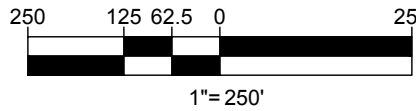
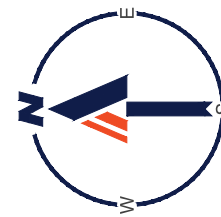


BOHLER //

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

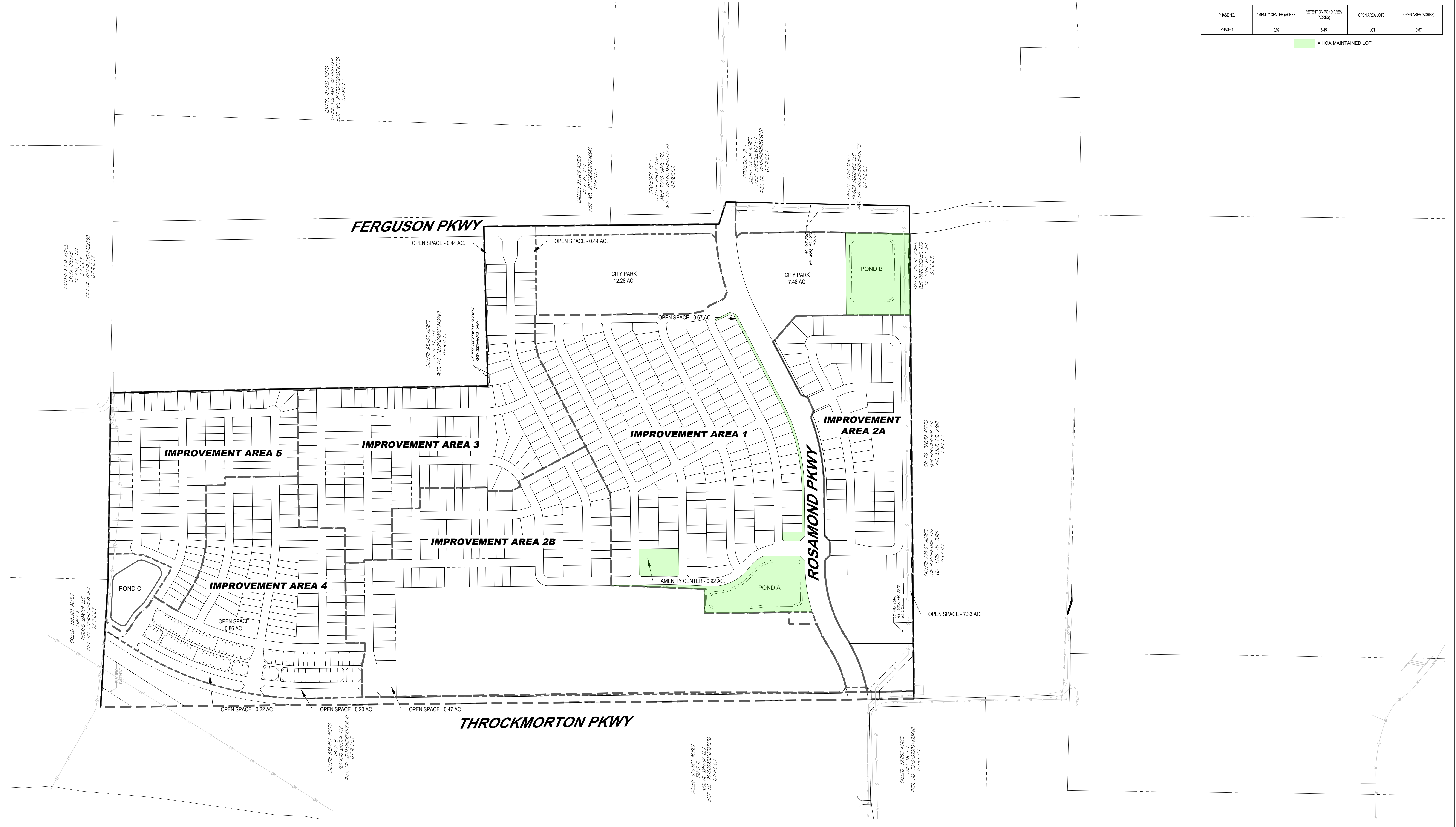
EXHIBIT M-1: IMPROVEMENT AREA 1
LAND USE MAP
THE WOODS AT LINDSEY PLACE
ANNA, TEXAS

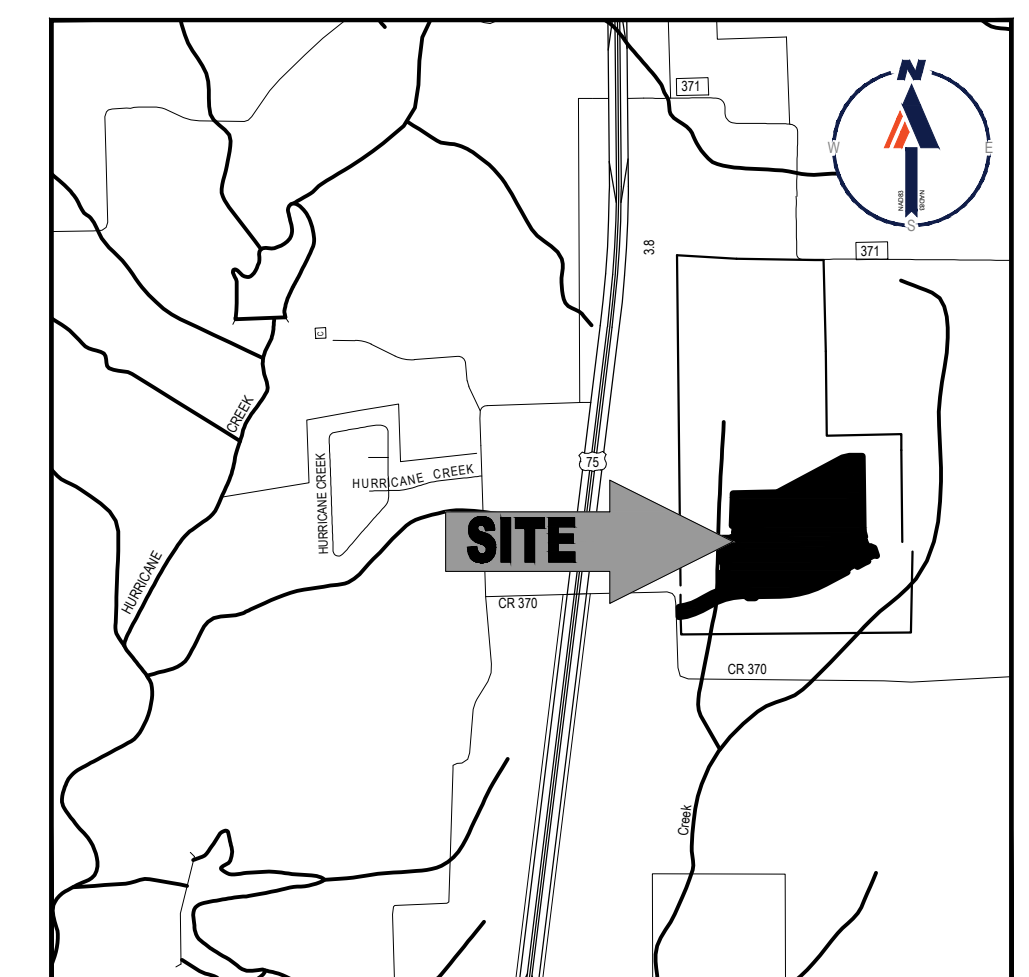
09/06/22 | EDL | TD202021



PHASE NO.	AMENITY CENTER (ACRES)	RETENTION POND AREA (ACRES)	OPEN AREA (LOTS)	OPEN AREA (ACRES)
PHASE 1	0.92	8.45	1,107	0.67

= HOA MAINTAINED LOT





LOCATION MAP

SCALE: N.T.S.

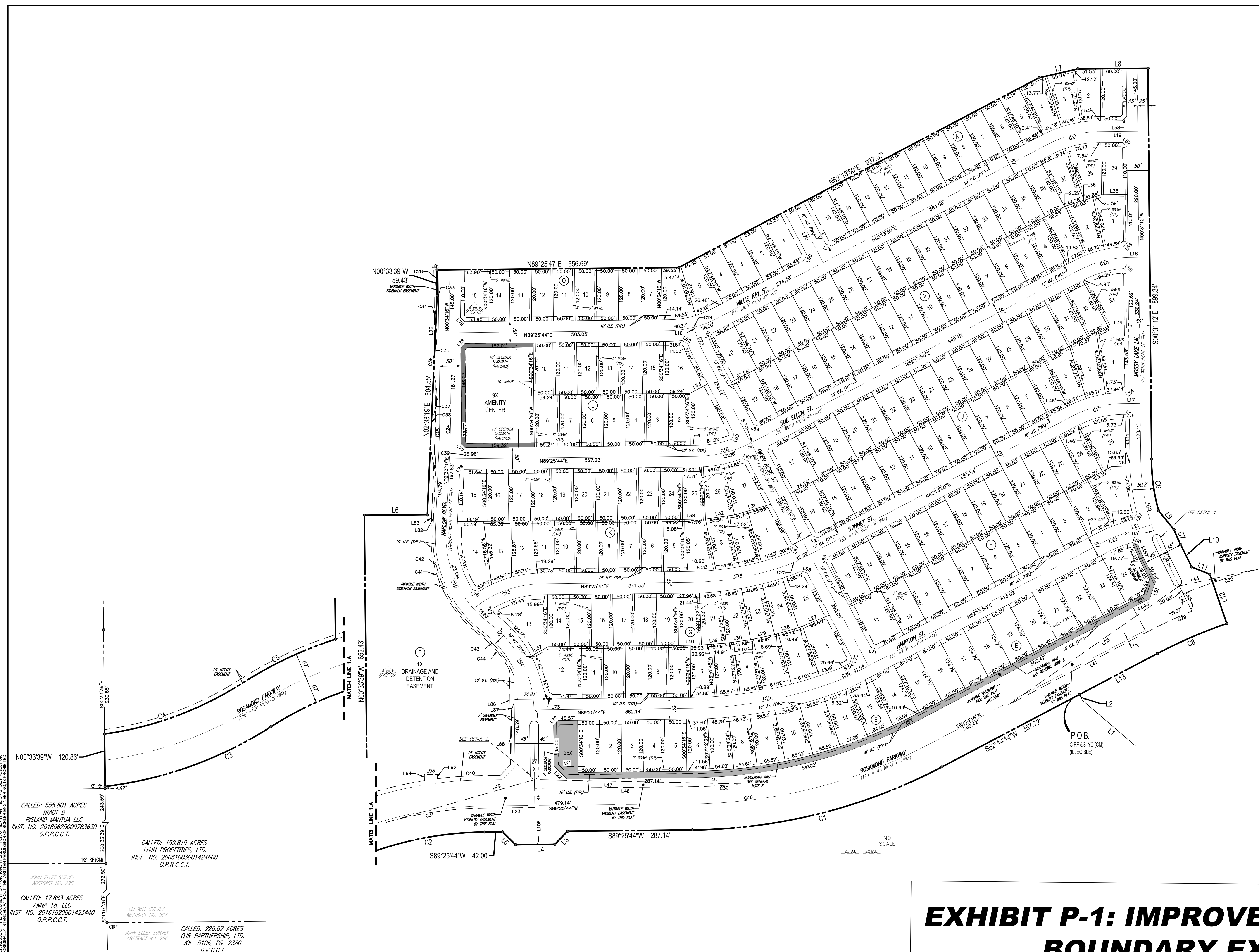
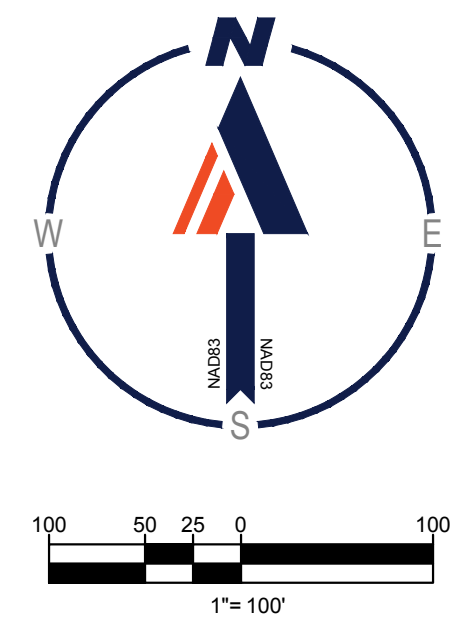


Exhibit Q-1 – PID Improvement Area 1 Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 02 degrees 33 minutes 19 seconds East a distance of 508.75 feet to a capped iron rod set for corner;

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

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

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

North 77 degrees 11 minutes 7 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

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

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

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 6 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 89 degrees 45 minutes 40 seconds East a distance of 121.05 feet;

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

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 4 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears North 68 degrees 26 minutes 43 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 7 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 2 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

South 19 degrees 0 minutes 5 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 66 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

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

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A RESOLUTION ADOPTING THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 FUNDING AND REIMBURSEMENT AGREEMENT

WHEREAS, Developer is the developer of tracts of land located within the corporate limits of the City of Anna, Texas (the “City”), containing, collectively, approximately 198.006 acres (the “District”); and

WHEREAS, on February 14, 2023, the City Council passed and approved the PID Creation Resolution creating a Public Improvement District encompassing all of the District, but no other land; and

WHEREAS, said 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 City Council intends to pass and approve one or more Bond Ordinances pursuant to the authority of Section 372.024 of the Public Improvement District Assessment 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 #1 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 #1 Improvements; and

WHEREAS, the City Council finds and determines that the Improvement Area #1 Funding and Reimbursement Agreement (the “Reimbursement Agreement”) attached to this resolution as Exhibit A is necessary and appropriate to specify the respective rights and obligations of the City and the Developer as set forth therein;

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 Reimbursement Agreement attached hereto as Exhibit A and authorizes the Mayor to execute same on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14^h day of March 2023.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute documents for the purchase of right-of-way for Leonard Avenue on and across a 2.89 acre tract of land located north of East Foster Crossing Road and approve an ordinance amending the FY2023 Roadway Impact Fee Funds budget. (Interim Assistant City Manager Greg Peters, P.E.)

SUMMARY:

The City of Anna Master Thoroughfare Plan shows Leonard Avenue to be constructed as a divided arterial roadway from the Anna Crossing neighborhood to the Collin County Outer Loop. This item is to purchase the right-of-way needed from a parcel of land located just south of the new Anna ISD Middle School. The City has negotiated a purchase-sale agreement in the amount of \$191,000 for the purchase of the right-of-way, subject to approval by the City Council. The funds for the purchase will come from Roadway Impact Fees.

Purchasing this right-of-way will allow the City to move forward in working with the developer of the property to the south of this parcel on the design and construction of the western half of Leonard Avenue from Foster Crossing to the middle school property. A separate project is already underway for the design of Leonard Avenue from Foster Crossing to the Collin County Outer Loop.

FINANCIAL IMPACT:

Funding for the purchase of the right-of-way is proposed to come from Roadway Impact Fees. A future impact fee reimbursement agreement will be brought forward for design and construction of this section of road. The estimated cost of the right-of-way purchase is \$191,000, plus closing costs.

BACKGROUND:

Leonard Avenue is shown in the Master Thoroughfare Plan for the City. As such, right-of-way acquisition, design, and construction costs are eligible for Roadway Impact Fee funding and partnerships with the development community for reimbursements.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Resolution -Purchase ROW Leonard Ave (0.455)- Parcel
2. Richard & Catherine McMinimy Purchase & Sale Agreement
3. 23.0120 - Anna Land (ROW ED)
4. 2023-0004 - ROW - 01-18-2023
5. March 14 Budget Amendment Ordinance RIF
6. March 14 Budget Amendment Exhibit RIF

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE SALE AGREEMENT AND CLOSING DOCUMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR THE PURCHASE OF REAL PROPERTY LOCATED AT WEST LINE OF LEONARD AVENUE (CR 422), ANNA, TEXAS 75409; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Anna Capital Improvement Plan includes proposed improvements to Leonard Avenue, North of East Foster Crossing Road; and,

WHEREAS, the City of Anna is seeking to purchase a portion of real property (0.455 acres) located on the West Line of Leonard Avenue (CR 422) for use as public right-of-way; and,

WHEREAS, the City has determined it to be in the public interest for the City to purchase a portion of the 2.89 acres tract of land located at 3020 County Road 422; and,

WHEREAS, the City Attorney shall review and approve all agreements and contracts for the purchase of 0.455 acres 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 purchase sale agreement and closing documents for the purchase of 0.455 acres on West Line of Leonard Avenue (CR 422) in the amount of \$191,000 plus closing costs.

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 March 2023.

ATTEST:

City Secretary, Carrie Land

APPROVED:

Mayor, Nate Pike



REGISTRATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2003

1. PARTIES: The parties to this agreement are:

Listing/Principal Broker: **HomeSmart Stars**

Address: **5717 Legacy Parkway, Suite 250**

City, State, Zip: **Plano, TX 75024**

Phone: **(972)965-7611**

Fax: _____

E-Mail: **Malea.Adamski@gmail.com**

Cooperating Broker: **SLS Specialty Land Services, LLC**

Address: **1341 S Preston Road**

City, State, Zip: **Celina, TX 75009**

Phone: **(972)679-9488**

Fax: _____

E-Mail: **buddy@specialtyland.com**

2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures:

Address: **3020 County Road 422**

City: **Anna**

County: **Collin**

Zip: **75409**

Legal Description (Identify exhibit if described on attachment): **ABS A0798 G Stark Survey, Sheet 2, Tract 65, 2.89 Acres. Easement right of way of 0.455 Acres**

3. REGISTRATION: Broker registers **SLS Specialty Land Services, LLC, Buddy Minett, Realtor, President**

(Prospect) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property and Cooperating Broker represents Prospect.

4. COOPERATING BROKER'S FEE: Listing/Principal Broker is not obligated to pay Cooperating Broker a fee until such time as Cooperating Broker's fee is earned and payable. Cooperating Broker's fees are earned when Prospect enters into a binding agreement to buy or lease all or part of the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.

A. Sales:

(1) If Prospect enters into a binding agreement to buy all or part of the Property at any price on or before _____, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

☐ (a) _____ % of the sales price.

☒ (b) **\$0 from HomeSmart Stars to buyer agent, City of Anna will pay the buyer agent per the contract .**

(2) The fee is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. Any escrow or closing agent may pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.

B. Leases:

(1) Primary Lease:

(a) If Prospect leases all or part of the Property on or before _____, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

☐ (1) _____ % of all rents to be paid for the term of the lease.

☐ (2) _____ .



(TXR-2402) 1-2-03

Page 1 of 2

3020 County Road 422
Anna, 75409

Registration Agreement concerning _____

(b) The fee under Paragraph 4B(1) is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property according to the following schedule:

- ☐ (1) in one payment upon _____
- ☐ (2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.
- ☐ (3) _____

(2) Renewals:

(a) If Prospect leases all or part of the Property and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building or complex for commercial properties), Listing/Principal Broker will pay Cooperating Broker a fee equal to:

- ☐ (1) _____ % of all rents to be paid for the term of the extension, renewal, or expansion.
- ☐ (2) _____

(b) The fee under this Paragraph 4B(2) is payable when Listing/Principal Broker receives Listing/Principal Broker's fee for the extension, renewal, or expansion under a separate agreement with the owner of the Property. This Paragraph 4B(2) survives termination of this agreement.

(3) Subsequent Sale to a Tenant:

(a) If Prospect leases all or part of the Property and later agrees to buy all or part of the Property within the term of the lease or within 180 days after the date the lease ends, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

- ☐ (1) _____ % of the gross sales price.
- ☐ (2) _____

(b) The fee under this Paragraph 4B(3) is payable at the time Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. This provision survives termination of this agreement.

C. Related Parties: If a related party of Prospect agrees to buy or lease all or part of the Property within the term of this agreement, Cooperating Broker will be entitled to all compensation under this agreement as if Prospect had acquired the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

5. **ADDENDA:** Addenda made part of this agreement are: _____

Listing/Principal Broker: HomeSmart Stars

By: Malea Fray Adamski

Printed Name & Title: Malea Adamski, Realtor

Date: February 17, 2023

Cooperating Broker: SLS Specialty Land Services, LLC

By: _____

Printed Name & Title: Buddy Minett, Realtor, President

Date: February 17, 2023

DS DS
 CFM RM

(TXR-2402) 1-2-03

Page 2 of 2

PURCHASE AND SALE AGREEMENT

SELLER: RICHARD AND CATHERINE McMINIMY

ADDRESS: 3020 County Rd 422
Anna, TX 75409

PURCHASER: **City of Anna**, Texas, a home-rule municipality

ADDRESS: City of Anna TX
120 W. 7th St.
Anna TX 75409

PROPERTY: All of the property rights described and identified in the Conveyance Documents attached hereto in Exhibit A, and incorporated herein for all purposes, generally described as Fee Simple Right of Way (0.455± acres), together with all improvements thereon (if any), and all rights, titles and interests appurtenant to the foregoing.

EFFECTIVE DATE: The Effective Date for purposes of this Agreement shall be the date this Purchase and Sale Agreement is executed by the later to sign of Purchaser or Seller. If either party fails to date this Agreement upon execution, the Effective Date shall be on the date indicated by the other party's signature to the Agreement.

CLOSING DATE: 30 days after the Effective Date, or other date as determined by Purchaser.

PURCHASE PRICE: \$191,000.00 to be in immediately available funds for deposit to Seller's account provided that Seller submits appropriate wiring instructions to Purchaser.

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase, the Property as provided in this Agreement.
2. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall occur on the Closing Date in the offices of Independence Title of McKinney (Avery Warren, Escrow Officer and Signatory).
 - (a) At the Closing, Seller shall deliver to Purchaser fully executed and notarized original of the Right of Way Deed, the "Conveyance Document") in the form attached hereto as Exhibit A, conveying title to the Property to Purchaser, subject to all easements, restrictions, reservations and covenants of record as of the date of Closing, with all necessary and appropriate lienholder consents as required by Purchaser in its sole discretion.
 - (b) At the Closing, Purchaser shall deliver to Seller the Purchase Price.

3. **Expenses.** Each party shall bear the expenses of its own consultants, attorneys and advisors.
4. **Representations and Covenants.** Purchaser represents and warrants that: (a) Purchaser is the sole owner of the Property and no other person or entity is required to be a party to this Agreement for it to be binding and enforceable; (b) there are no liens, attachments or other encumbrances that affect the title or right of the Seller to sell and convey the property and interests in the Property for the purposes described herein; (c) Seller acknowledges that Purchaser prepared the form of the Conveyance Documents, but that Purchaser is not, under any circumstance, waiving or releasing its right to require Seller to convey the property and interests made the subject of the Conveyance Documents or any other property and interests pursuant to Purchaser's condemnation authority. The representation and covenants made in this Section 4 shall survive the Closing.
5. **Remedies.** If Purchaser fails to consummate the acquisition of the Property in breach of this Agreement, Seller may seek specific performance as its sole and exclusive remedy. If Seller defaults, Purchaser may seek the following remedies, in addition to Purchaser's other rights and remedies: (a) to terminate this Agreement and recover all amounts paid by Purchaser to Seller hereunder, (b) to enforce specific performance of this Agreement, and/or (c) to waive such breach and proceed to Closing without any reduction in the Purchase Price.
6. **Notices.** All notices and other communications required and permitted hereunder shall be in writing and shall be deemed delivered, whether received or not, on the earlier of (a) actual receipt if delivered in person, or by messenger with receipt of delivery, or (b) receipt of an electronic facsimile transmission with confirmation of delivery; or (c) upon confirmation of delivery if sent by nationally-recognized overnight delivery service (e.g., Federal Express); or (d) three days after deposit with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, addressed to the intended recipient, at the address for such party set forth above or at such other address as a party hereto may specify by notice in compliance with the requirements of this paragraph.
7. **Condemnation Procedures/Rights Waiver.** PROVIDED THE SALE OF THE PROPERTY IS CONSUMMATED PURSUANT TO THE TERMS OF THIS AGREEMENT, AS ADDITIONAL CONSIDERATION FOR THE BENEFITS SELLER IS RECEIVING UNDER THIS AGREEMENT, SELLER HEREBY RELEASES PURCHASER FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT. THIS SECTION 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
8. **Miscellaneous.**
 - (a) **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the

Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All exhibits hereto are incorporated herein by this reference for all purposes.

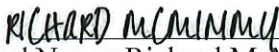
- (b) **Modifications.** This Agreement may only be modified by a written document signed by both parties.
- (c) **Assigns; Beneficiaries.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Neither party hereto may assign its rights under this Agreement without first obtaining the consent of the other party hereto.
- (d) **Time of the Essence.** Time is of the essence in the performance of each and every obligation and covenant contained in this Agreement.
- (e) **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.
- (f) **Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- (g) **No Third Party Beneficiaries.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
- (h) **Brokers.** Seller and Purchaser each represent and warrant to the other that any broker commissions are to be paid through separate agreement with Seller and Purchaser, and to the extent permitted by law, each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under the indemnifying party (provided that Purchaser's obligations shall not extend to any commission claimed by Brokers). This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.
- (i) **Invalidity.** If any provision of this Agreement (except the provisions relating to Seller's obligation to convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and

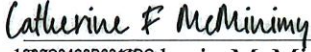
enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

- (j) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties may exchange executed counterparts of this Agreement by facsimile or in portable document format (PDF) delivered by electronic mail.
- (k) **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.
- (l) **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
- (m) **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Purchaser has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

IN WITNESS WHEREOF, Purchaser and Seller execute this Agreement as of the dates written below.

SELLER:

DocuSigned by:
By: 
Printed Name: Richard McMinimy
Title: _____
Date Executed: 2/21/2023

DocuSigned by:
By: 
Printed Name: Catherin McMinimy
Title: _____
Date Executed: 2/21/2023

PURCHASER:

CITY OF ANNA, TEXAS

By: 
Name: Greg Peters
It's Interim Assistant City Manager
Date Executed: 2/24/23

EXHIBIT A
AGREED FORM OF CONVEYANCE DOCUMENTS

An Appraisal Report
of
**A Proposed Partial Acquisition of a
2.890 Acre Tract of Land Located on the
West Line of Leonard Avenue (CR 422),
Just North of East Foster Crossing Road in
Anna's ETJ, Collin County, Texas 75409**

TPA File #: 23.0120
Client File #: Anna.Leonard Ave.McMinimy.ROW..455ac

as of
January 30, 2023

Prepared for
Specialty Land Services, LLC
Attention: Mr. Buddy Minett & Mr. Matthew Hutto
1341 S. Preston Road, Suite A
Celina, Texas 75009

Prepared by



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



January 31, 2023

Specialty Land Services, LLC
Attention: Mr. Buddy Minett & Mr. Matthew Hutto
1341 S. Preston Road, Suite A
Celina, Texas 75009

RE: Valuation of a proposed partial acquisition of a 2.890 acre tract of land located at the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas 75409.

Dear Mr. Minett & Mr. Hutto:

We have personally inspected the above-referenced property and have prepared a *market value* opinion for the property in accordance with your request. The purpose of this appraisal is to provide an opinion of the market value of the fee simple estate (land only) and recommended compensation for the part acquired of the subject property and damages to the remainder, if any, as of the date of appraisal. The property in question involves a proposed 0.455 acre (19,811 square foot) right-of-way dedication acquisition by the City of Anna.

All data considered pertinent to the preparation of this appraisal has been investigated and analyzed unless otherwise stated in this report. The results of the analysis together with our conclusions may be found in the following report. The definition of *market value* has been included within the accompanying report. The definition of market value utilized in this report complies with Title 12, Code of Federal Regulations, Subpart C – Subsection 34.42(g), Department of the Treasury, Office of the Comptroller of the Currency; USPAP; and FIRREA.

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. This appraisal involves an appraisal report in compliance with the Scope of Work Rule of the 2020-2023 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation.

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.

Mr. Buddy Minett & Mr. Matthew Hutto
January 31, 2023
Page Two

In our professional opinion, and after careful consideration of the various factors influencing this appraisal, the following illustrates that the "as is" market value (land only) and the recommended compensation, as of the date of appraisal, January 30, 2023:

Opinions of Recommended Compensation

Value of the Whole Property:	\$1,007,104
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Remainder Before Acquisition:	\$848,616
Remainder After Acquisition:	\$848,616
Enhancements:	\$0
Damages:	\$0
Cost to Cure:	\$0
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Total Recommended Compensation:	\$158,488

Extraordinary Assumption: An extraordinary assumption has been made that the acquisition by the City of Anna will not 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.

In conclusion of the foregoing, 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.

To the best of our knowledge, 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.

Mr. Buddy Minett & Mr. Matthew Hutto
January 31, 2023
Page Three

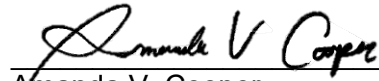
Respectfully submitted,



Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com



Lauren N. Espey
Vice President
State Certification #TX-1381032-G
lauren@toddpa.com



Amanda V. Cooper
Appraisal Associate
State Certification #TX-1343609-Trainee
amanda@toddpa.com

TABLE OF CONTENTS

Section I - Introduction

Executive Summary	2
Identification of the Property	5
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	8
Scope of Work.....	8
Covid-19 Statement.....	9
History of the Subject Property	10
Estimate of Exposure Time	10
Estimate of Marketing Time.....	11

Section II – External Influences

Regional Analysis.....	13
City/Neighborhood Analysis	23

Section III - Factual Descriptions and Analyses

Site Description and Analysis	29
Zoning and Other Land Use Restrictions	36
Tax Analysis.....	37
Highest and Best Use Analysis	44
The Appraisal Process	47

Section IV – Land Valuation

Comparable Land Sales Presentation	50
Land Sales Analysis	57
Conclusion of Land Value	62

Section V - Valuation Conclusion

Value of the Whole Property.....	65
Value of the Part Acquired.....	65
Value of the Right-of-Way Dedication Acquisition.....	65
Damages/Enhancements	65
Costs to Cure.....	65

Section VI - Certification & Assumptions & Limiting Conditions

Certification	68
---------------------	----

Assumptions and Limiting Conditions	70
---	----

Section VII – Addendum

Qualifications & Certifications of Appraisers

SECTION I - INTRODUCTION

EXECUTIVE SUMMARY



SALIENT FACTS & CONCLUSIONS

Property Appraised:

A 2.890 acre (125,888 square foot) tract of land located in Anna's ETJ, Collin County, Texas. The source of the total site size is from the Collin Central Appraisal District (Collin CAD). According to the surveys provided by North Texas Surveying, LLC, the City of Anna is acquiring a 0.455 acre (19,811 square foot) right-of-way dedication acquisition.

Property Type:

Single-Family Residence

Location:

The subject is located at the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in the City of Anna's ETJ, Collin County. It should be noted, the subject has a municipal address of 3020 County Road 422, Anna, Collin County, Texas 75409.

Date of Inspection:

January 30, 2023

Date of Valuation:

January 30, 2023

Date of Report:

January 31, 2023

Property Rights Appraised:

Fee Simple Estate

Ownership: Richard A. McMinimy & Catherina E. McMinimy

Land Size: 2.890 acres (125,888 square foot)

Status of Property: As of the date of the appraisal, the subject property is physically located on the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas. It should be noted, the subject has a municipal address of 3020 County Road 422, Anna, Collin County, Texas 75409. According to the Collin County Appraisal District (Collin CAD), the subject property is a 2.890 acre, or 125,888 square feet, tract of land improved with a 1,982 square foot single-family residence with an attached garage, a detached carport, a covered patio, an enclosed porch, and site improvements (concrete driveway). There are two barns and a 1,344 square foot manufactured home located on the tract of land. The improvements were constructed in 1972 with the addition of the detached carport in 1975, the manufactured home in 1995, and the two barns in 2006. According to the surveys provided by North Texas Surveying, LLC, the proposed acquisition includes a 0.455 acre (19,811 square feet) right-of-way dedication acquisition. We determined that the use of the current improvements will not be affected by the proposed partial acquisition, as the acquisition is located a sufficient distance from the main improvements and will not negatively affect ingress/egress or utility of the remainder. The property has all utilities available to the site.

Zoning: Not Zoned

HIGHEST AND BEST USE:

As If Vacant: Commercial Investment

SCOPE OF WORK

Appraisal Problem Identification: To provide a credible opinion of the *market value* of the fee simple estate (land only) and recommended compensation regarding the part acquired and damages to the remainder, if any, as of the date of appraisal (January 30, 2023).

Purpose of the Appraisal: To provide the client with a current credible opinion of the *market value* of the fee simple estate (land only) and recommended compensation regarding the part acquired and damages to the remainder, if any, as of the date of appraisal (January 30, 2023). These opinions of value are intended to assist in determining

compensation regarding the potential acquisition by
Specialty Land Services, LLC and the City of Anna.

Client: Specialty Land Services, LLC
Intended User: Specialty Land Services, LLC & The City of Anna
Relevant Approaches Used: Sales Comparison Approach

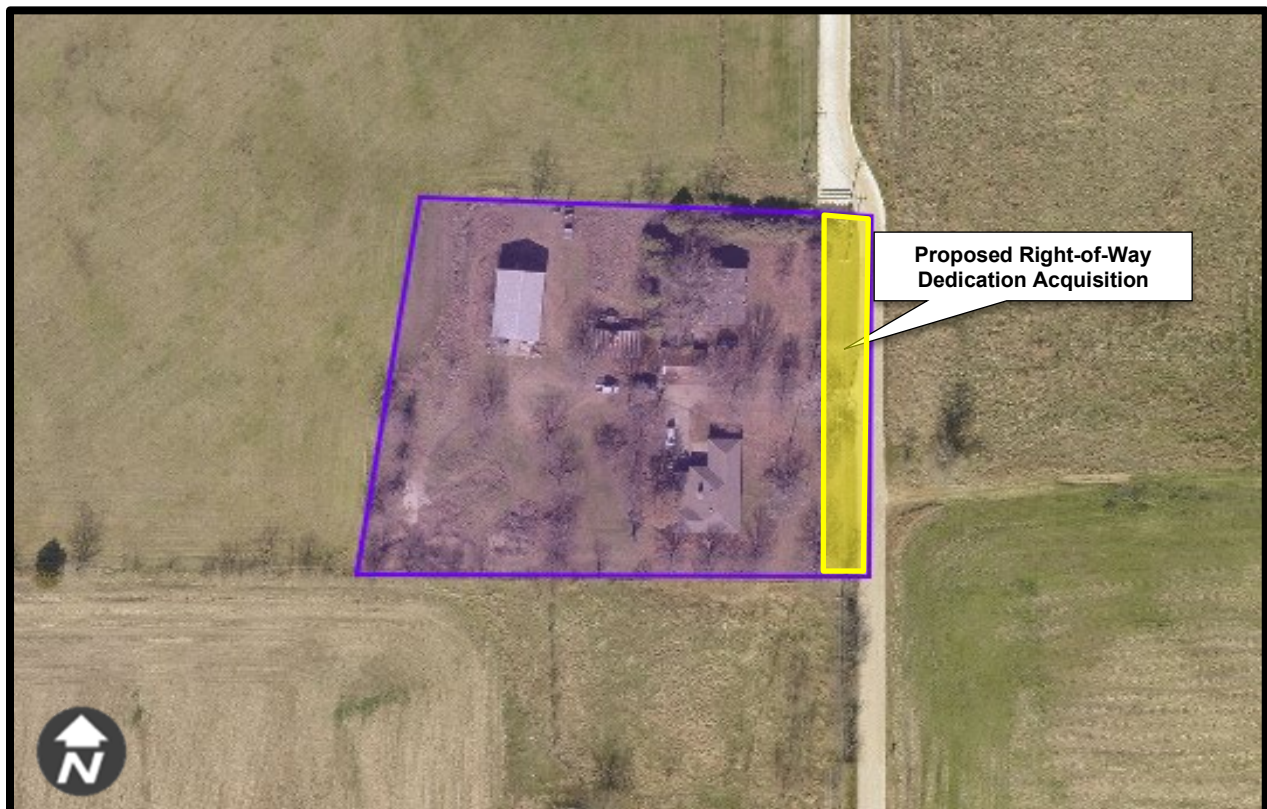
Opinions of Recommended Compensation

Value of the Whole Property:	\$1,007,104
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Remainder Before Acquisition:	\$848,616
Remainder After Acquisition:	\$848,616
Enhancements:	\$0
Damages:	\$0
Cost to Cure:	\$0
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Total Recommended Compensation:	\$158,488

IDENTIFICATION OF THE PROPERTY

As of the date of the appraisal, the subject property is physically located on the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas. It should be noted, the subject has a municipal address of 3020 County Road 422, Anna, Collin County, Texas 75409. According to the Collin County Appraisal District (Collin CAD), the subject property is a 2.890 acre, or 125,888 square feet, tract of land improved with a 1,982 square foot single-family residence with an attached garage, a detached carport, a covered patio, an enclosed porch, and site improvements (concrete driveway). There are two barns and a 1,344 square foot manufactured home located on the tract of land. The improvements were constructed in 1972 with the addition of the detached carport in 1975, the manufactured home in 1995, and the two barns in 2006. According to the surveys provided by North Texas Surveying, LLC, the proposed acquisition includes a 0.455 acre (19,811 square feet) right-of-way dedication acquisition. We determined that the use of the current improvements will not be affected by the proposed partial acquisition, as the acquisition is located a sufficient distance from the main improvements and will not negatively affect ingress/egress or utility of the remainder. The property has all utilities available to the site. A summary of the legal description of the subject property and an aerial photograph of the subject property is as follows:

Abstract Number A0798 of the G. Stark Survey, Sheet Number 2, Tract 65, Collin County, Texas.



*Aerial photograph provided by the Collin Central Appraisal District. The purple shaded area depicts the boundaries of the subject property. The yellow lines depicts the boundaries for the proposed right-of-way dedication acquisition. These boundaries are approximations based upon our best estimates given the survey provided.

IDENTIFICATION OF THE APPRAISAL PROBLEM

The objective of this appraisal is to provide the client with a current credible opinion of the *market value* of the fee simple estate of the subject property (land only) and recommended compensation regarding the part acquired and damages to the remainder, if any, as of the effective date of appraisal (January 30, 2023). These value opinions are intended to assist in determining compensation regarding a value for the potential acquisitions by the Specialty Land Services, LLC and the City of Anna.

DATE OF VALUE OPINION

An inspection of the property was conducted on January 30, 2023. The effective date of valuation is January 30, 2023.

DATE OF REPORT

The report date of this appraisal is January 31, 2023.

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 properly understand it. 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 and the City of Anna. 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 the market value and recommended compensation, of the subject property regarding the potential acquisition by the Specialty Land Services, LLC and the City of Anna. Therefore, the intended user of this report is the 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, Lauren N. Espey, and Amanda V. Cooper 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 Acquisition 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. The fee simple estate of the subject property is being appraised, and a proposed acquisition interest is also being valued as well as any damages or enhancements to the remainder property. An acquisition interest is a non-possessory (incorporeal) interest in landed property conveying use, but not ownership, of a portion of that property. This ownership interest is subject to any zoning ordinances, acquisitions, restrictions of record and other applicable codes and ordinances of record.

DEFINITION OF MARKET VALUE

The definition of value which will be referred to in this report is *"market value"*. The following definition of *market value* is used by agencies that regulate federally insured financial institutions in the United States. The definition of market value utilized in this report complies with Title 12, Code of Federal Regulations, Subpart C – Subsection 34.42(g), Department of the Treasury, Office of the Comptroller of the Currency; USPAP; and FIRREA. According to Section 34 of Title 12, Code of Federal Regulations, *"market value"* means:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated,*
- 2) Both parties are well informed or well advised and acting in what they consider their own best interest,*
- 3) A reasonable time is allowed for exposure in the open market,*

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.

- 4) *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and,*
- 5) *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.* ⁴

STATEMENT OF OWNERSHIP

According to information provided by the Collin CAD and information provided by the client, title of the subject is vested in Richard A. McMinimy & Catherina E. McMinimy.

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 (land only) in “as is” condition and the recommended compensation for the proposed acquisition and damages to the remainder, if any, as of the effective date of appraisal (January 30, 2023). In compliance with the 2020-2023 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP), 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 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 which will satisfy its intended use. 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.

Our 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 sources 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 and Neighborhood Analyses include

4 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 49.

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 communities comprising the Metroplex.

The site analysis included an inspection of the property by the appraisers, a review of the survey of the parts acquired, parcel map, zoning maps, and FEMA flood insurance rate maps. The subject was inspected on January 30, 2023. The effective date of the market value opinion is January 30, 2023. 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.

Primary data regarding the subject submarket and the immediate surrounding area was verified by the appraisers through an inspection of the area, real estate brokers, and management company representatives. To complete this appraisal assignment, the Sales Comparison Approach was utilized to value the subject property (land only). As of the date of the appraisal, the subject property is physically located on the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas. It should be noted, the subject has a municipal address of 3020 County Road 422, Anna, Collin County, Texas 75409. According to the Collin County Appraisal District (Collin CAD), the subject property is a 2.890 acre, or 125,888 square feet, tract of land improved with a 1,982 square foot single-family residence with an attached garage, a detached carport, a covered patio, an enclosed porch, and site improvements (concrete driveway). There are two barns and a 1,344 square foot manufactured home located on the tract of land. The improvements were constructed in 1972 with the addition of the detached carport in 1975, the manufactured home in 1995, and the two barns in 2006. According to the surveys provided by North Texas Surveying, LLC, the proposed acquisition includes a 0.455 acre (19,811 square feet) right-of-way dedication acquisition and a 0.1885 acre (8,210 square foot) temporary construction acquisition for one year. We determined that the use of the current improvements will not be affected by the proposed partial acquisition, as the acquisition is located a sufficient distance from the main improvements and will not negatively affect ingress/egress or utility of the remainder. As permitted by Standard Rule 1-2(e)(v), only the land and affected site improvements are valued within this appraisal. Therefore, we have provided a value of land only via the Sales Comparison Approach.

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 COVID-19 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 thorough a search available from the Collin CAD property records, CoStar.com, and Loopnet.com among various other sources. According to Collin County Tax Records, title of the subject is vested in Richard A. McMinimy & Catherina E. McMinimy since January 31, 2007. The subject property is currently listed for sale. According to MLS, the subject property has been listed since June 7, 2022, and is listed for \$2,350,000. The brokers on the deal were unable to be reached after multiple attempts by the appraisers. No other 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 2020-2023, exposure time is defined as, "an opinion, based on supporting market data, of the 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."*⁵ 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.

5 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, pages 132-133.

6 The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 140.

SECTION II – EXTERNAL INFLUENCES

A map of the Dallas-Fort Worth metropolitan area. Major highways are shown in yellow, including I-35, I-75, I-20, I-40, I-80, I-90, I-10, I-67, I-635, I-35W, I-377, I-114, I-199, I-287, I-289, I-281, I-270, I-275, I-271, I-272, I-273, I-274, I-275, I-276, I-277, I-278, I-279, I-280, I-281, I-282, I-283, I-284, I-285, I-286, I-287, I-288, I-289, I-290, I-291, I-292, I-293, I-294, I-295, I-296, I-297, I-298, I-299, I-300, I-301, I-302, I-303, I-304, I-305, I-306, I-307, I-308, I-309, I-310, I-311, I-312, I-313, I-314, I-315, I-316, I-317, I-318, I-319, I-320, I-321, I-322, I-323, I-324, I-325, I-326, I-327, I-328, I-329, I-330, I-331, I-332, I-333, I-334, I-335, I-336, I-337, I-338, I-339, I-340, I-341, I-342, I-343, I-344, I-345, I-346, I-347, I-348, I-349, I-350, I-351, I-352, I-353, I-354, I-355, I-356, I-357, I-358, I-359, I-360, I-361, I-362, I-363, I-364, I-365, I-366, I-367, I-368, I-369, I-370, I-371, I-372, I-373, I-374, I-375, I-376, I-377, I-378, I-379, I-380, I-381, I-382, I-383, I-384, I-385, I-386, I-387, I-388, I-389, I-390, I-391, I-392, I-393, I-394, I-395, I-396, I-397, I-398, I-399, I-400, I-401, I-402, I-403, I-404, I-405, I-406, I-407, I-408, I-409, I-410, I-411, I-412, I-413, I-414, I-415, I-416, I-417, I-418, I-419, I-420, I-421, I-422, I-423, I-424, I-425, I-426, I-427, I-428, I-429, I-430, I-431, I-432, I-433, I-434, I-435, I-436, I-437, I-438, I-439, I-440, I-441, I-442, I-443, I-444, I-445, I-446, I-447, I-448, I-449, I-450, I-451, I-452, I-453, I-454, I-455, I-456, I-457, I-458, I-459, I-460, I-461, I-462, I-463, I-464, I-465, I-466, I-467, I-468, I-469, I-470, I-471, I-472, I-473, I-474, I-475, I-476, I-477, I-478, I-479, I-480, I-481, I-482, I-483, I-484, I-485, I-486, I-487, I-488, I-489, I-490, I-491, I-492, I-493, I-494, I-495, I-496, I-497, I-498, I-499, I-500, I-501, I-502, I-503, I-504, I-505, I-506, I-507, I-508, I-509, I-510, I-511, I-512, I-513, I-514, I-515, I-516, I-517, I-518, I-519, I-520, I-521, I-522, I-523, I-524, I-525, I-526, I-527, I-528, I-529, I-530, I-531, I-532, I-533, I-534, I-535, I-536, I-537, I-538, I-539, I-540, I-541, I-542, I-543, I-544, I-545, I-546, I-547, I-548, I-549, I-550, I-551, I-552, I-553, I-554, I-555, I-556, I-557, I-558, I-559, I-560, I-561, I-562, I-563, I-564, I-565, I-566, I-567, I-568, I-569, I-570, I-571, I-572, I-573, I-574, I-575, I-576, I-577, I-578, I-579, I-580, I-581, I-582, I-583, I-584, I-585, I-586, I-587, I-588, I-589, I-590, I-591, I-592, I-593, I-594, I-595, I-596, I-597, I-598, I-599, I-600, I-601, I-602, I-603, I-604, I-605, I-606, I-607, I-608, I-609, I-610, I-611, I-612, I-613, I-614, I-615, I-616, I-617, I-618, I-619, I-620, I-621, I-622, I-623, I-624, I-625, I-626, I-627, I-628, I-629, I-630, I-631, I-632, I-633, I-634, I-635, I-636, I-637, I-638, I-639, I-640, I-641, I-642, I-643, I-644, I-645, I-646, I-647, I-648, I-649, I-650, I-651, I-652, I-653, I-654, I-655, I-656, I-657, I-658, I-659, I-660, I-661, I-662, I-663, I-664, I-665, I-666, I-667, I-668, I-669, I-670, I-671, I-672, I-673, I-674, I-675, I-676, I-677, I-678, I-679, I-680, I-681, I-682, I-683, I-684, I-685, I-686, I-687, I-688, I-689, I-690, I-691, I-692, I-693, I-694, I-695, I-696, I-697, I-698, I-699, I-700, I-701, I-702, I-703, I-704, I-705, I-706, I-707, I-708, I-709, I-710, I-711, I-712, I-713, I-714, I-715, I-716, I-717, I-718, I-719, I-720, I-721, I-722, I-723, I-724, I-725, I-726, I-727, I-728, I-729, I-730, I-731, I-732, I-733, I-734, I-735, I-736, I-737, I-738, I-739, I-740, I-741, I-742, I-743, I-744, I-745, I-746, I-747, I-748, I-749, I-750, I-751, I-752, I-753, I-754, I-755, I-756, I-757, I-758, I-759, I-760, I-761, I-762, I-763, I-764, I-765, I-766, I-767, I-768, I-769, I-770, I-771, I-772, I-773, I-774, I-775, I-776, I-777, I-778, I-779, I-780, I-781, I-782, I-783, I-784, I-785, I-786, I-787, I-788, I-789, I-790, I-791, I-792, I-793, I-794, I-795, I-796, I-797, I-798, I-799, I-800, I-801, I-802, I-803, I-804, I-805, I-806, I-807, I-808, I-809, I-810, I-811, I-812, I-813, I-814, I-815, I-816, I-817, I-818, I-819, I-820, I-821, I-822, I-823, I-824, I-825, I-826, I-827, I-828, I-829, I-830, I-831, I-832, I-833, I-834, I-835, I-836, I-837, I-838, I-839, I-840, I-841, I-842, I-843, I-844, I-845, I-846, I-847, I-848, I-849, I-850, I-851, I-852, I-853, I-854, I-855, I-856, I-857, I-858, I-859, I-860, I-861, I-862, I-863, I-864, I-865, I-866, I-867, I-868, I-869, I-870, I-871, I-872, I-873, I-874, I-875, I-876, I-877, I-878, I-879, I-880, I-881, I-882, I-883, I-884, I-885, I-886, I-887, I-888, I-889, I-890, I-891, I-892, I-893, I-894, I-895, I-896, I-897, I-898, I-899, I-900, I-901, I-902, I-903, I-904, I-905, I-906, I-907, I-908, I-909, I-910, I-911, I-912, I-913, I-914, I-915, I-916, I-917, I-918, I-919, I-920, I-921, I-922, I-923, I-924, I-925, I

13

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 3rd Quarter 2022 CoStar analytics report, the Dallas/Fort Worth area apartment asking rent has increased approximately 7.6% (YOY). Additionally, CoStar reports "The Dallas-Fort Worth apartment remains on solid footing after establishing record-setting performances over the past year. Demand is cooling, allowing vacancy rates to drift higher. The trend comes after a wave of demand pushed vacancy rates to new lows last year. The pace of rent growth is softening through late 2022 but remains above pre-crisis norms."

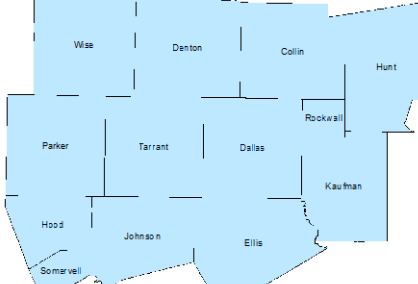
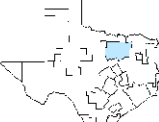
The D/FW Metroplex has an excellent transportation network, a good central U.S. location, and a relatively low cost of living compared to other parts of the U.S., which attracts major corporate employers. D/FW is a major product distribution center and it is a major trade hub with Mexico and other sectors 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 November 2022 Economic Profiles and is currently the most recent available.



Dallas-Fort Worth-Arlington MSA



November 2022

MSA Labor Force Statistics

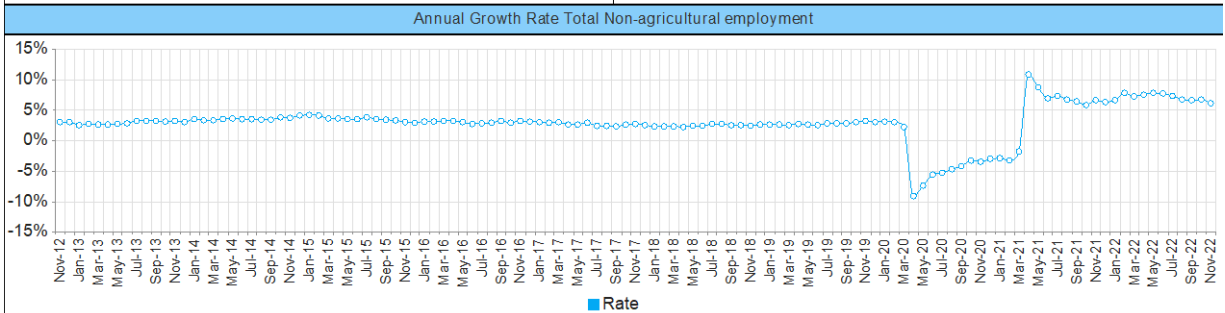
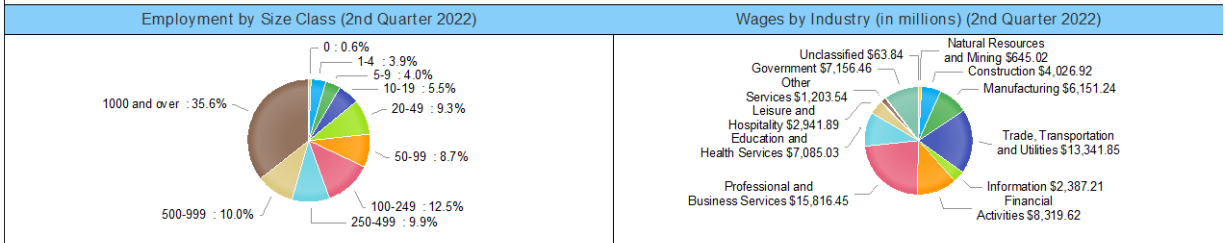
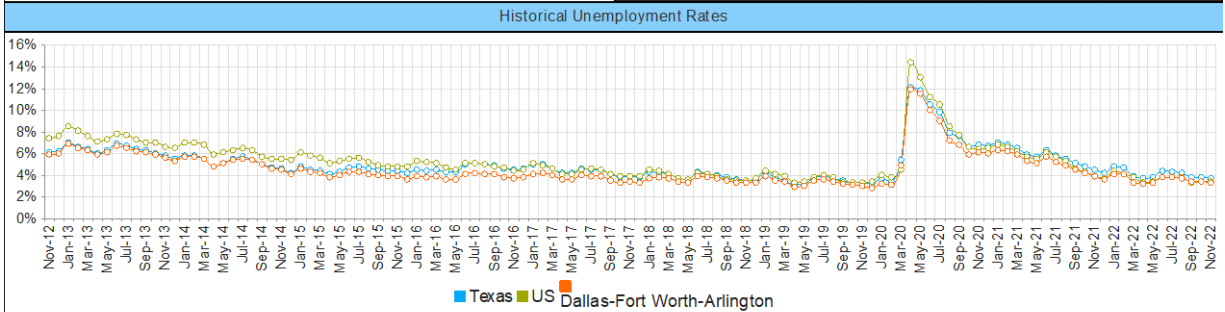
	Nov-22	Oct-22	Nov-21	Yearly Change
Civilian Labor Force	4,331,023	4,296,782	4,180,476	150,547
Employed	4,189,168	4,152,517	4,015,523	173,645
Unemployed	141,855	144,265	164,953	-23,098
Unemployment Rate	3.3%	3.4%	3.9%	-0.6%

Texas Labor Force Statistics

	Nov-22	Oct-22	Nov-21	Yearly Change
Civilian Labor Force	14,704,635	14,630,713	14,393,136	311,399
Employed	14,160,347	14,081,149	13,742,125	418,222
Unemployed	544,188	549,564	651,011	-106,823
Unemployment Rate	3.7%	3.8%	4.5%	-0.8%

US Labor Force Statistics

	Nov-22	Oct-22	Nov-21	Yearly Change
Civilian Labor Force	164,272,000	164,753,000	162,099,000	2,173,000
Employed	158,749,000	159,144,000	155,797,000	2,952,000
Unemployed	5,523,000	5,609,000	6,302,000	-779,000
Unemployment Rate	3.4%	3.4%	3.9%	-0.5%



Employment by Industry (November 2022)				Employment by Industry (November 2022)			
Industry	Current Month Employment	% Monthly Change	% Yearly Change				
Total Nonfarm	4,234,600	1.0%	6.1%				
Mining, Logging and Construction	238,100	1.3%	8.2%				
Manufacturing	306,000	0.7%	6.3%				
Trade, Transportation, and Utilities	921,800	2.2%	3.7%				
Information	87,700	1.2%	3.7%				
Financial Activities	372,300	0.5%	6.2%				
Professional and Business Services	777,000	0.4%	7.1%				
Education and Health Services	505,600	0.5%	7.3%				
Leisure and Hospitality	431,600	1.5%	12.5%				
Other Services	136,000	0.6%	7.4%				
Government	458,500	0.6%	1.1%				

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

Total Nonfarm employment increased by 33,600 jobs in November, following a revised October gain of 58,800 jobs to reach 13,672,900 positions. The November employment level marked the 13th record high in as many months with seven of 11 major industries growing on a monthly basis. Since November 2021, employment expanded by 657,600 positions, with the private sector contributing 635,100. As of November 2022, Total Nonfarm employment exceeded the pre-pandemic level set in February 2020 by 706,700 positions. All 11 major industries achieved positive annual growth for 14 consecutive months.

The Leisure and Hospitality industry reached a seventh consecutive employment high by adding 20,200 positions in November. After a revised increase of 6,500 jobs in October, Education and Health Services employment climbed another 5,400 jobs to reach a new series high for the seventh time in nine months. Mining and Logging employment registered the largest monthly increase since June 2022 with 3,800 positions for November.

The Texas unemployment rate remained at 4.0 percent for the third consecutive month in November, the lowest level since the February 2020 pre-pandemic rate of 3.5 percent. The

monthly rate also remained steady or decreased in 30 of the last 31 months. Since November 2021, the unemployment rate fell by 0.9 percentage points from a reading of 4.9 percent for November 2021. The rate decreased annually in each of the last 20 months, beginning April 2021. The U.S. rate remained unchanged at 3.7 in November. So far in 2022 the rate has decreased or remained steady in eight of 11 months. Annually, the U.S. unemployment rate decreased 0.5 percentage points from a November 2021 level of 4.2 percent.

Civilian Labor Force Estimated for Texas and the United States
Seasonally Adjusted (In Thousands)

TX Labor Force Statistics					US Labor Force Statistics				
	Nov-22	Oct-22	Nov-21	Yearly Change		Nov-22	Oct-22	Nov-21	Yearly Change
Civilian Labor Force	14,594,428	14,592,133	14,287,946	306,482	Civilian Labor Force	164,481,000	164,667,000	162,126,000	2,355,000
Employed	14,015,544	14,002,866	13,593,060	422,484	Employed	158,470,000	158,608,000	155,324,000	3,146,000
Unemployed	578,884	589,267	694,886	-116,002	Unemployed	6,011,000	6,059,000	6,802,000	-791,000
Unemployment Rate	4.0%	4.0%	4.9%	-0.9%	Unemployment Rate	3.7%	3.7%	4.2%	-0.5%

Texas Employment by Industry
Seasonally Adjusted (In Thousands)

INDUSTRY TITLE	Q2 2022 Employment	% of Total	Q1 2022 Employment	% of Total	Q2 2021 Employment	% of Total	Quarterly Change	Yearly Change
Total Nonagricultural	13,121,558	100.0%	12,907,470	100.0%	12,404,842	100.0%	1.7%	5.8%
Total Private	12,656,172	96.5%	12,444,679	96.4%	11,936,423	96.2%	1.7%	6.0%
Goods Producing	1,983,892	15.1%	1,939,615	15.0%	1,871,517	15.1%	2.3%	6.0%
Natural Resources and Mining	253,200	1.9%	246,264	1.9%	234,429	1.9%	2.8%	8.0%
Construction	808,460	6.2%	787,331	6.1%	767,688	6.2%	2.7%	5.3%
Manufacturing	922,232	7.0%	906,020	7.0%	869,400	7.0%	1.8%	6.1%
Service Providing	11,137,666	84.9%	10,967,855	85.0%	10,533,325	84.9%	1.5%	5.7%
Trade, Transportation, and Utilities	2,753,145	21.0%	2,739,118	21.2%	2,606,328	21.0%	0.5%	5.6%
Information	235,014	1.8%	227,799	1.8%	211,389	1.7%	3.2%	11.2%
Financial Activities	851,865	6.5%	839,281	6.5%	806,245	6.5%	1.5%	5.7%
Professional and Business Services	2,061,628	15.7%	2,025,025	15.7%	1,884,805	15.2%	1.8%	9.4%
Education and Health Services	2,982,600	22.7%	2,968,925	23.0%	2,904,050	23.4%	0.5%	2.7%
Leisure and Hospitality	1,438,673	11.0%	1,364,933	10.6%	1,322,425	10.7%	5.4%	8.8%
Other Services	349,355	2.7%	339,983	2.6%	329,664	2.7%	2.8%	6.0%
Public Administration	465,386	3.5%	462,791	3.6%	468,419	3.8%	0.6%	-0.6%

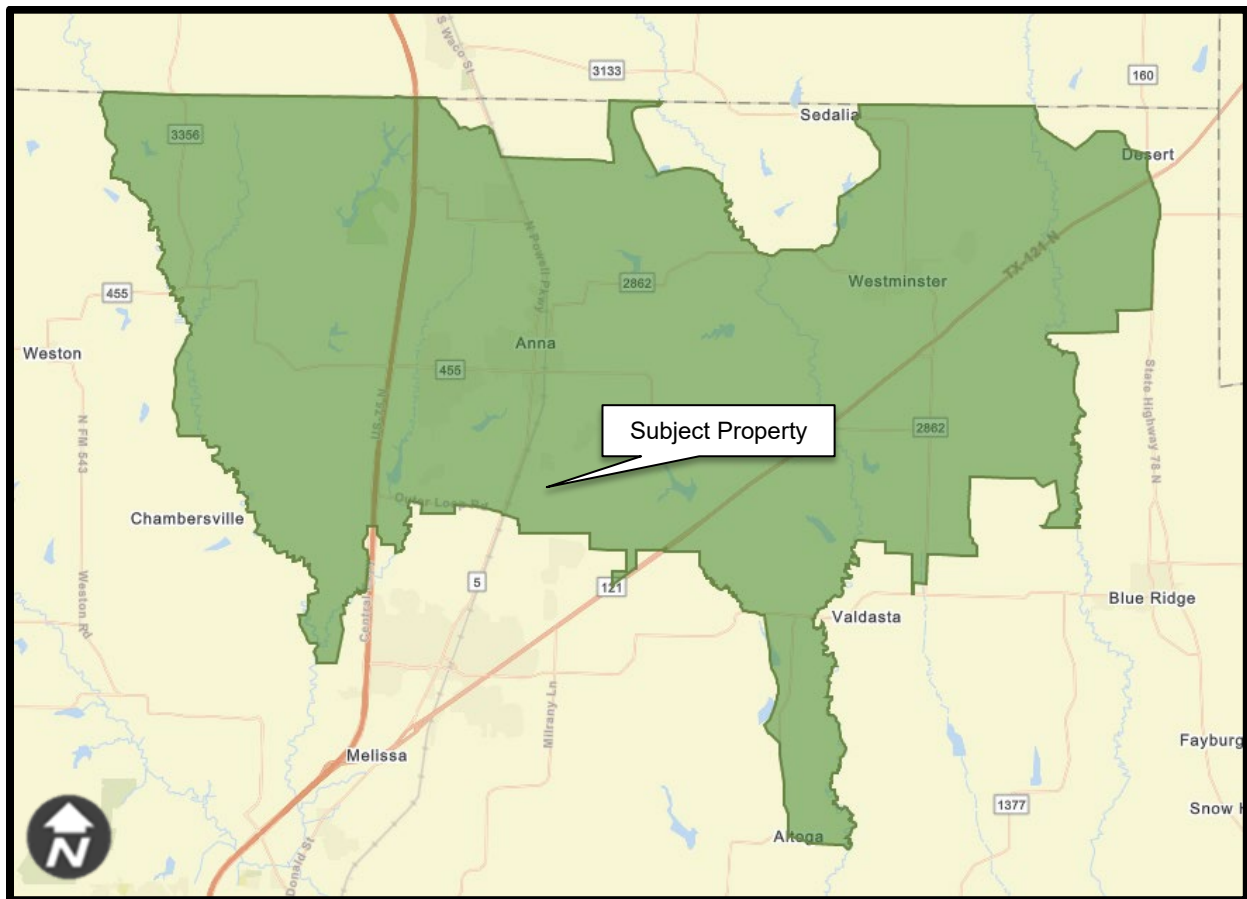
As illustrated in the recent statistics, the Dallas-Fort Worth-Arlington Metroplex continues to be one of the fastest growing areas of the United States prior to the COVID-19 pandemic. This trend is expected to continue in the future and through the year 2030, as population is expected to reach 9.1 million. 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*. 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*.



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 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 west line of County Road 422 (Leonard Avenue), just north of Foster Crossing Road. The neighborhood is defined as the zip code 75409. The neighborhood has good accessibility given its proximity to U.S. Highway 75 and Texas Highway 121 and the major transportation nodes.

Location

The subject property is located in Anna's ETJ, Texas, in Collin County. The site is heavily influenced by the Dallas/Forth Worth Metroplex. The subject property is located approximately 40 miles north of the Dallas Central Business District. Primary north/south roadways within the neighborhood include the following: U.S. Highway 75, North Powell Parkway, Texas Highway 121, and County Road 3356. Primary east/west roadways include the following: Outer Loop Road, County Road 455, and County Road 2862.

Population

As can be seen in the following charts provided via the Site to do Business, the 2022 population estimate was 26,036. The population has grown at a steady rate of 9.49 percent annually since 2020. Population between 2022 and 2027 is expected to grow at a steady rate of 3.04 percent annually. The charts for population and household growth are located below.

Population	
2010 Population	11,778
2020 Population	21,232
2022 Population	26,036
2027 Population	30,246
2010-2020 Annual Rate	6.07%
2020-2022 Annual Rate	9.49%
2022-2027 Annual Rate	3.04%
2022 Male Population	49.4%
2022 Female Population	50.6%
2022 Median Age	33.8

In the identified area, the current year population is 26,036. In 2020, the Census count in the area was 21,232. The rate of change since 2020 was 9.49% annually. The five-year projection for the population in the area is 30,246 representing a change of 3.04% annually from 2022 to 2027. Currently, the population is 49.4% male and 50.6% female.

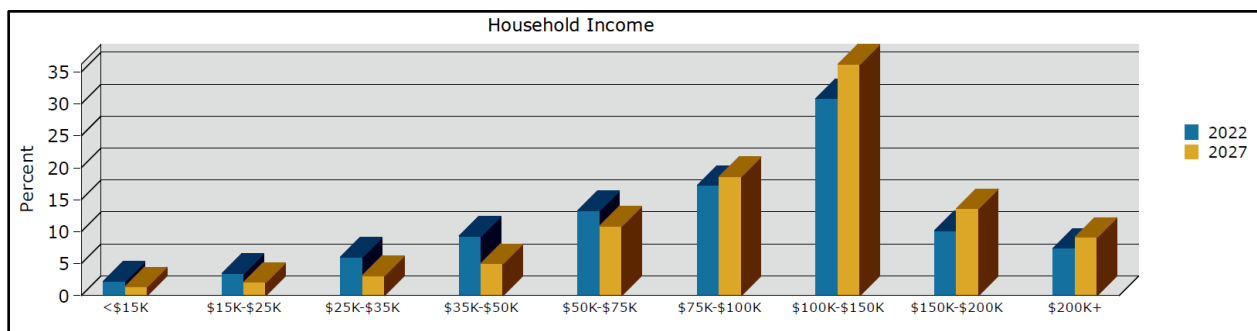
Households	
2022 Wealth Index	98
2010 Households	3,845
2020 Households	6,759
2022 Households	8,317
2027 Households	9,722
2010-2020 Annual Rate	5.80%
2020-2022 Annual Rate	9.66%
2022-2027 Annual Rate	3.17%
2022 Average Household Size	3.13

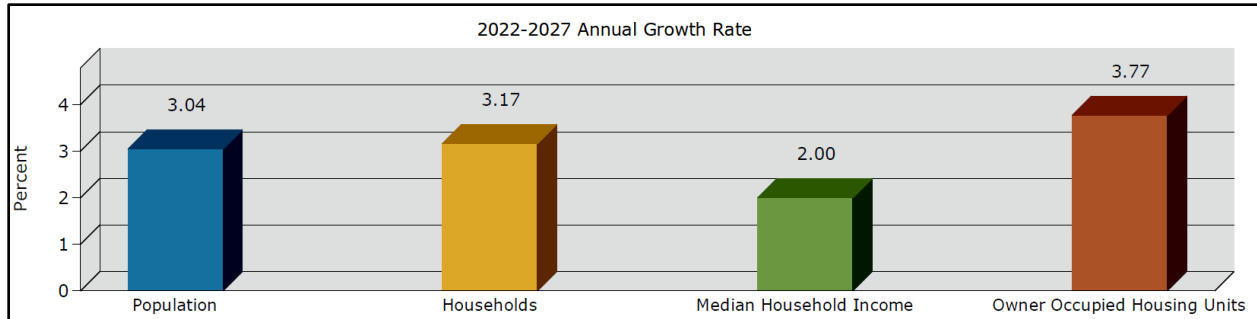
The household count in this area has changed from 6,759 in 2020 to 8,317 in the current year, a change of 9.66% annually. The five-year projection of households is 9,722, a change of 3.17% annually from the current year total. Average household size is currently 3.13, compared to 3.14 in the year 2020. The number of families in the current year is 6,515 in the specified area.

Income

According to the Site to do Business, the 2022 median household income within the neighborhood was \$97,134, which is above the national average of \$72,414. Income is projected to grow at a relatively steady rate of 2.00% 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	\$97,134
2027 Median Household Income	\$107,264
2022-2027 Annual Rate	2.00%
Average Household Income	
2022 Average Household Income	\$112,527
2027 Average Household Income	\$132,146
2022-2027 Annual Rate	3.27%
Per Capita Income	
2022 Per Capita Income	\$36,295
2027 Per Capita Income	\$42,979
2022-2027 Annual Rate	3.44%
Households by Income	
Current median household income is \$97,134 in the area, compared to \$72,414 for all U.S. households. Median household income is projected to be \$107,264 in five years, compared to \$84,445 for all U.S. households	
Current average household income is \$112,527 in this area, compared to \$105,029 for all U.S. households. Average household income is projected to be \$132,146 in five years, compared to \$122,155 for all U.S. households	
Current per capita income is \$36,295 in the area, compared to the U.S. per capita income of \$40,363. The per capita income is projected to be \$42,979 in five years, compared to \$47,064 for all U.S. households	





Employment

According to the Site to do Business, employment was relatively high with a low unemployment rate of 2.8%. The main industries within the city include Professional, Management/Business/Financial, and Administrative Support. Approximately 66.4% of residents work in white-collar jobs.

2022 Civilian Population 16+ in Labor Force	
Civilian Population 16+	12,794
Population 16+ Employed	97.2%
Population 16+ Unemployment rate	2.8%
Population 16-24 Employed	11.4%
Population 16-24 Unemployment rate	9.1%
Population 25-54 Employed	70.4%
Population 25-54 Unemployment rate	1.8%
Population 55-64 Employed	15.7%
Population 55-64 Unemployment rate	2.3%
Population 65+ Employed	2.6%
Population 65+ Unemployment rate	0.0%
2022 Employed Population 16+ by Industry	
Total	12,442
Agriculture/Mining	1.4%
Construction	7.9%
Manufacturing	5.9%
Wholesale Trade	3.5%
Retail Trade	13.4%
Transportation/Utilities	8.2%
Information	1.1%
Finance/Insurance/Real Estate	9.7%
Services	44.9%
Public Administration	4.1%
2022 Employed Population 16+ by Occupation	
Total	12,442
White Collar	66.4%
Management/Business/Financial	19.0%
Professional	26.2%
Sales	8.0%
Administrative Support	13.2%
Services	11.5%
Blue Collar	22.2%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	6.1%
Installation/Maintenance/Repair	2.3%
Production	2.7%
Transportation/Material Moving	11.1%

Conclusion

The neighborhood has been impacted positively by a recovery and growth in the national economy since the end of the Great Recession. The progress continued throughout 2019, 2020, 2021, 2022, and into the first quarter of 2023 and was anticipated to continue into the near future. The D/FW market in general experienced 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 in this report.

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.*⁶

Location and Legal Description

The subject property consists of a 2.890 acre (125,888 square foot) tract. The subject tract is located on the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas. It should be noted, the tract has a municipal address 3020 Leonard Avenue, Anna, Collin County, Texas. A summarized legal description of the subject tract is as follows:

Abstract Number A0798 of the G. Stark Survey, Sheet Number 2, Tract 65, Collin County, Texas.

Size and Shape

A survey of the parts acquired and a parcel map for the subject tract is located on the following pages. The subject tract consists of land totaling 2.890 acres, or 125,888 square feet, of land improved with a single-family residence, a manufactured home, two barns, a detached carport, and site improvements. The tract is near rectangular in shape. The portion of the site from which property rights are proposed to be acquired by the City of Anna's is a 0.455 acre (19,811 square foot) tract for a right-of-way dedication acquisition.

7 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 138.

6 Ibid. page 141-142.

9 The Appraisal Institute, The Appraisal of Real Estate (Fifteenth Edition), Chicago, Illinois, 2020, page 165.

Survey of the Right-of-Way Dedication Acquisition

EXHIBIT "A" RIGHT-OF-WAY DEDICATION CITY OF ANNA, COLLIN COUNTY, TEXAS

Being a tract of land, situated in the G. Stark Survey, Abstract No. 798, in the City of Anna, Collin County, Texas, and being a part of that called 2.89 acre tract of land, described in deed to Richard A. McMinimy and wife, Catherine F. McMinimy, as recorded under Document No. 20070205000169410, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a point for corner, being the southeasterly corner of said 2.89 acre tract, and being the northeasterly corner of a called 16.426 acre tract of land, described in deed to Canvas Anna Owner, LLC, as recorded under Document No. 2022000069950, O.P.R.C.C.T., and being in Leonard Avenue (County Road No. 422), from which a 3/8" iron rod found bears, South 06°43'02" East, a distance of 2.15';

THENCE North 89°39'00" West, along the common line between said 2.89 acre and 16.426 acre tracts, a distance of 60.00' to a 5/8" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southwesterly corner of the herein described tract;

THENCE North 00°29'56" East, over and across said 2.89 acre tract, a distance of 326.21' to a 1/2" iron rod found in the northerly line of said 2.89 acre tract, same being the southeasterly corner of Lot 1, Block 1, of ANNA ELEMENTARY NO. 3, an addition to the City of Anna, as recorded in Volume 2018, Page 253, O.P.R.C.C.T., said corner also being the southwesterly corner of a called 60' right-of-way dedication of said addition, from which a 1/2" iron rod found bears, North 87°35'47" West, a distance of 297.25';

THENCE South 87°35'47" East, along the northerly line of said 2.89 acre tract, same being over and across said Leonard Avenue, a distance of 61.90' to a point for corner, being the northeasterly corner of said 2.89 acre tract;

THENCE South 00°49'42" West, over and across said Leonard Avenue, same being the easterly line of said 2.89 acre tract, a distance of 324.00' to the **POINT OF BEGINNING** and containing 19,811 square feet or 0.455 acres of land, more or less.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Record Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 5/8" 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

mb dh



This metes and bounds description is accompanied by a survey plat of even date.

DATE: 01/18/2023

REVISED:

SCALE: 1" = 100'

CHK'D. BY: M.B.A.

JOB NO.: 2023-0004

**RIGHT-OF-WAY DEDICATION
0.455 ACRES IN THE
G. STARK SURVEY
ABSTRACT NO. 798
CITY OF ANNA,
COLLIN COUNTY, TEXAS**



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

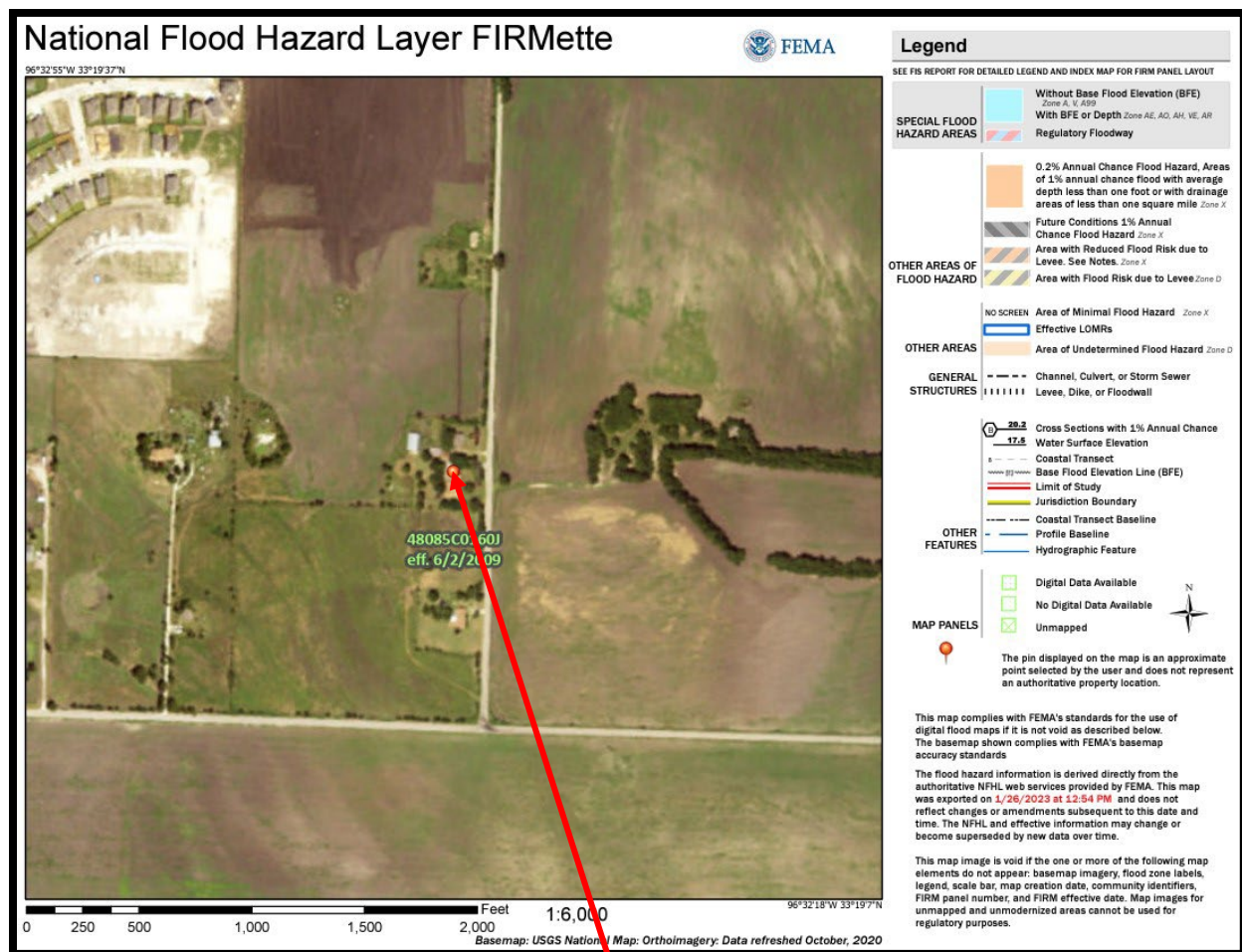
1010 West University Drive
McKinney, Tx. 75089
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

Access and Exposure

The subject parcel can be accessed by traveling north along U.S. Highway 75, then east on West Outer Loop Road, then north on County Road 5, then east on East Foster Crossing before arriving at the subject on the east line of Leonard Avenue (County Road 422). Given the subject property's proximity to U.S. Highway 75 and West Outer Loop Road, access and exposure to the site is considered to be good.

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 or 500 year floodplain.



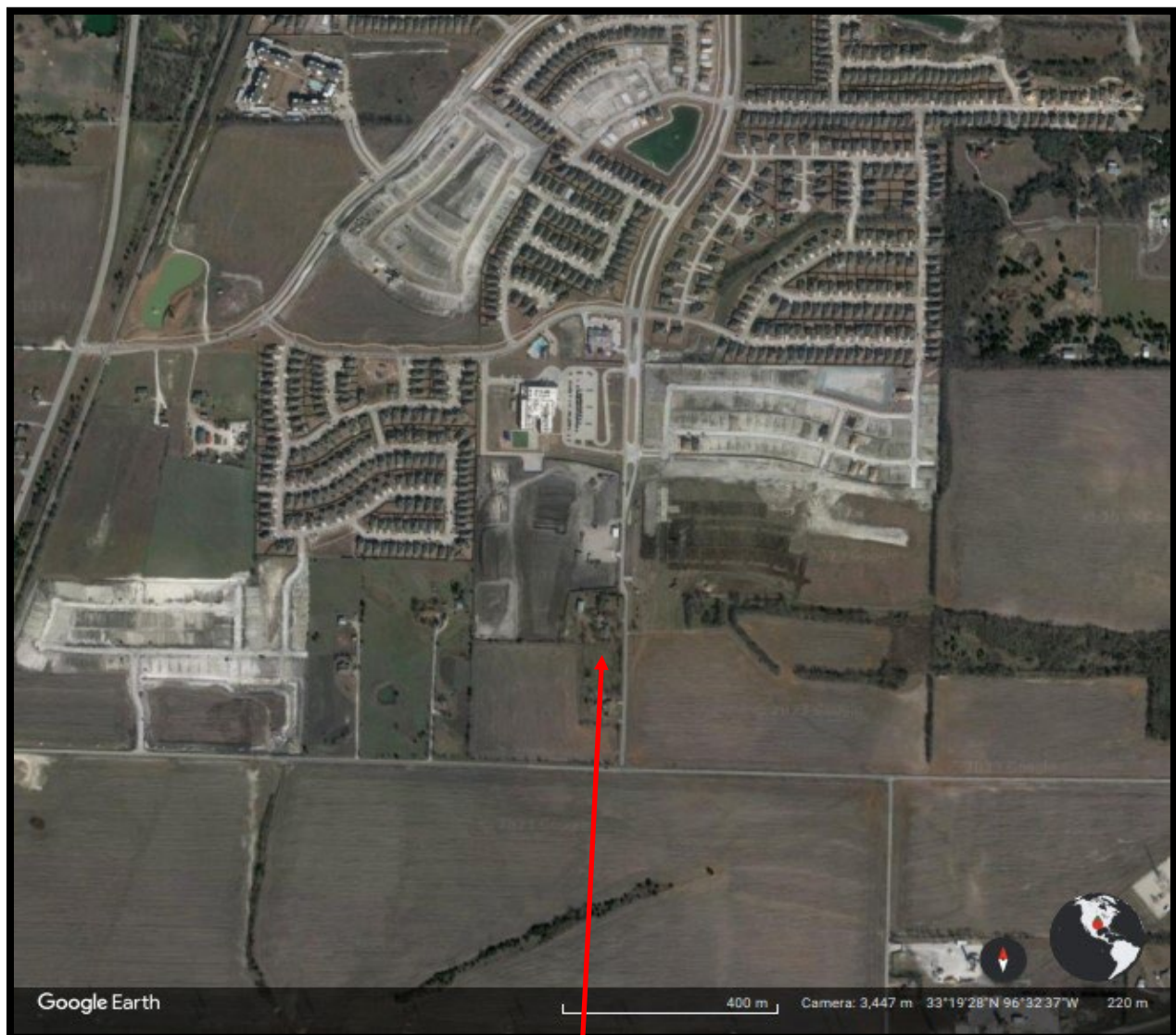
Subject Property

Topography

The site topography is generally considered mostly level and cleared. Furthermore, the topography should not limit the use of the property. Drainage of the site appears to be adequate.

Surrounding Land Uses

The land usage surrounding the subject property consists of a public elementary and middle school to the north and west, a multi-family housing development to the south, and vacant land to the east. Predominant uses in the vicinity of the subject are commercial uses along major thoroughfares and residential uses along secondary thoroughfares. An aerial photograph depicting the subject in relation to surrounding properties is located as follows:



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 the improvements if proper precautions are not undertaken. However, these soil characteristics are common throughout the Metroplex 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.

Existing Acquisitions

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 utilities. Telephone and electricity service are available from multiple providers, and natural gas is provided to the area from Atmos Energy. The subject is also serviced by public utility services, including police and fire protection.

Conclusion

The subject property is located on the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas and has a municipal address of 3020 Leonard Avenue, Anna, Collin County, Texas. The subject consists of a 2.890 acre (125,888 square foot) tract of land that is improved with a single family residence, a manufactured home, two barns, a detached carport, and site improvements and site improvements. The subject property of this report is near rectangular in shape and has road frontage along Leonard Avenue (CR 422). The subject property has good access and exposure. The subject has a level topography and adequate drainage. Soil and subsoil conditions are not anticipated to severely restrict the development potential of the site.

ZONING AND OTHER LAND USE RESTRICTIONS

The subject tract is located within Anna's ETJ and is not subject to the Anna's zoning ordinance. Furthermore, to the best of the appraisers' knowledge, there are no 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 examination by a competent attorney on the property appraised is recommended if any questions regarding such restrictions should arise.

Zoning Map



Subject Property

Zoning Map courtesy of the City of Anna.

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 taxed by the following taxing jurisdictions.

The subject property is assessed by the Collin CAD. The following table depicts historical property tax rates for the taxing authorities.

Collin County Tax Rates						
Tax Authority	2018	2019	2020	2021	2022	Compound Rate of Change 2018-2022
Collin County	\$0.1807850	\$0.1749510	\$0.1725310	\$0.1680870	\$0.1524430	-4.17%
Collin County Community College	\$0.0812220	\$0.0812220	\$0.0812220	\$0.0812220	\$0.0812200	0.00%
Anna ISD	\$1.6700000	\$1.5683500	\$1.4746000	\$1.4603000	\$1.4429000	-3.59%
Total Tax Rate	\$1.932007	\$1.824523	\$1.728353	\$1.709609	\$1.676563	-3.48%

As the table above indicates, the overall tax rate for property located within this portion of Collin County have been decreasing by 3.48 percent per year during the five-year period. Tax rates are anticipated to remain fairly stable in subsequent years. According to the Collin CAD records, the subject has an assessed value as follows:

Tax Summary			
Tax I.D. Number	Land Value	Improvement Value	Total Market Value
2550532	\$86,700	\$180,265	\$266,965
Total Assessment:	\$86,700	\$180,265	\$266,965
Assessment PSF:	\$0.69	\$54.20	\$80.27

Tax Summary					
Tax Authority	Tax Rate Per \$100	Assessed Value	Homestead Cap Loss	Taxable Value	Estimated Taxes
Collin County	\$0.152443	\$266,965	\$28,326	\$238,639	\$364
Collin County Community College	\$0.081220	\$266,965	\$28,326	\$238,639	\$194
Anna ISD	\$1.442900	\$266,965	\$28,326	\$238,639	\$3,443
Total Taxes:					\$4,001

Based upon the 2022 tax rate of \$1.676563 per \$100 of assessed value and the subject property's

proposed 2022 assessed value of \$238,639 (including the homestead cap loss) for the subject property. The subject property has a 2022 tax expense after homestead reductions of \$4,001. Lastly, based upon the market value conclusion of this report for the land only, the subject property appears to be under assessed.

SUBJECT PROPERTY PHOTOGRAPHS



Looking Northwest Across the Subject (Improvements Not Within Acquisition)



Looking North Across the Acquisition Area (Improvements Not Within Acquisition)

SUBJECT PROPERTY PHOTOGRAPHS



Looking West Across the Subject (Improvements Not Within Acquisition)



Looking West Across the Subject (Improvements Not Within Acquisition)

SUBJECT PROPERTY PHOTOGRAPHS



Looking South Across the Acquisition Area (Improvements Not Within Acquisition)



Looking North Across the Acquisition Area (Improvements Not Within Acquisition)

SUBJECT PROPERTY PHOTOGRAPHS



Looking Southwest Across the Subject (Improvements Not Within Acquisition)



Looking South Across the Acquisition Area (Improvements Not Within Acquisition)

SUBJECT PROPERTY PHOTOGRAPHS



Looking North Along Leonard Avenue/CR 422 (Subject on Left)



Looking South Along Leonard Avenue/CR 422 (Subject on Right)

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.*⁷

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.*⁸

⁷ The Appraisal Institute, The Dictionary of Real Estate Appraisal (Sixth Edition), Chicago, Illinois, 2015, page 109.

⁸ 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, 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 subject is currently not zoned and is not subject to any zoning ordinances. Given the property's location and its configuration and surrounding land uses, future commercial use appears to be the most logical use for the site.

Addressing the second question, ***What uses of the site are physically possible?*** requires a review of the physical characteristics of the site. The subject site consists of a total of 2.890 acres (125,888 square feet). The subject property is physically located at the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road in Anna's ETJ, Collin County, Texas. 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 subject is considered to have good exposure and good access. The immediately surrounding area is predominantly commercial development along primary roadways and vacant land and residential development along secondary roadways.

The subject property has good ingress and egress from Leonard Avenue (CR 422). At the subject, Leonard Avenue (CR 422) is a two-lane, bi-directional, secondary thoroughfare. Thus, the subject is considered to have good exposure for a future commercial development.

The subject tract is surrounded by a school, multi-family residential, and vacant land uses. The site has a level topography and drainage appears to be adequate. This topography is conducive for residential use. Thus, the topography of the site does not significantly limit its use. The site does not appear to be adversely affected by acquisitions, or encroachments. None of the subject property is located in a flood prone area. Additionally, soil and subsoil conditions are not considered to significantly hinder the development potential of the site.

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, there is currently a fairly significant amount of vacant land within the immediate vicinity of the subject tract. The current land sales within the subject neighborhood have been acquired for multi-family residential development, single family residential development, and commercial development. Given the location and surrounding/future land uses and the subject's proximity to the school and multi-family residential development, the highest and best use of the subject tract is for commercial development. The most likely purchaser would be an investor.

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 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.

Facilities similar to the subject are often developed and/or acquired by investors and as a result, the income potential of the property is given significant emphasis.

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. Adjustments are abstracted from the market 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.

The subject property is a tract of land consisting of 2.890 acres, or 125,888 square feet. Additionally, the subject is improved with a 1,982 square foot single-family residence with an attached garage, a detached carport, a covered patio, an enclosed porch, and site improvements (concrete driveway). There are two barns and a 1,344 square foot manufactured home located on the tract of land. However, as permitted by Standard Rule 1-2(e)(v), only the land and affected site improvements are valued within this appraisal. Therefore, we have provided a value of land only via the Sales Comparison Approach.

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.”*⁹ All of these land valuation procedures, which are summarized below, are derived from the three traditional approaches to value.

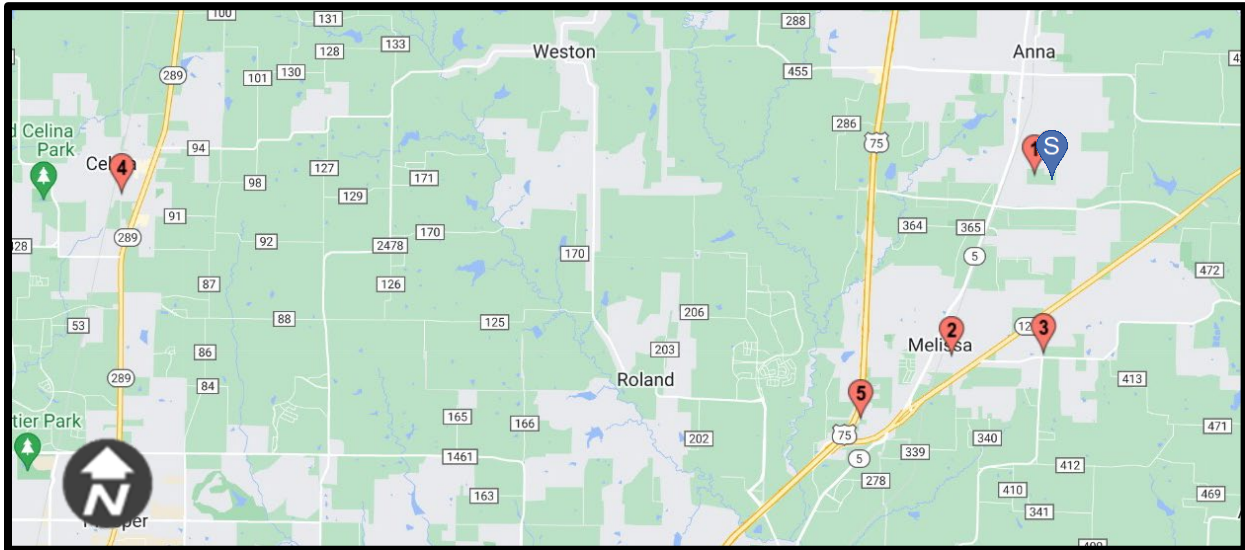
- Sales Comparison – Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.
- Market Extraction – An estimate of the contributory value of improvements is deducted from the total sale price of a property to arrive at an indicated 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.

9 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	8/15/22	9.951	\$5.80
2	3/15/22	0.863	\$13.75
3	12/23/21	9.430	\$6.50
4	6/23/21	1.163	\$8.19
5	9/15/20	1.140	\$15.25
6	4/29/20	2.711	\$3.90
S	-	2.890	Subject

COMPARABLE LAND SALE NUMBER 1

PROPERTY IDENTIFICATION

Location (Physical): N Line of E Foster Crossing Rd, E of Powell Pkwy
Collin County, Texas

Legal Description: Abstract Number A0798 of the G. Stark Survey, Sheet 2, Tract 104, City of Anna's ETJ, Collin County, Texas



TRANSACTION DATA

Grantor: Robert W. Price
Grantee: 615 Foster Crossing Investment, LLC
Date of Sale: August 15, 2022
Recording Information: Doc #2022000125116
Property Rights Conveyed: Fee Simple Estate
Conditions of Sale: Arm's Length Transaction

Sales Price: \$2,500,000
Participant's Sale Terms: Cash to Seller
Cash Equivalent Price: \$2,515,000
Intended Use: Investment

PHYSICAL CHARACTERISTICS

Road Frontage: East Foster Crossing
Configuration: Irregular
Flood Plain: None
Topography: Level & Mostly Cleared
Zoning: Not Zoned

Size of the Tract: 9.951 acres
433,476 square feet
Improvements: House & Barn
Utilities: All Available

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	\$5.77
Cash Equivalent Price Per Sq. Ft.:	\$5.80

VERIFICATION

Contact Person: Malea Fray Adamski
Position: Listing Broker

Telephone Number: (972) 965-7611

COMMENTS

This property is located along the north line of East Foster Crossing Road, just east of Powell Parkway in Anna's ETJ (extra-territorial jurisdiction), Texas. The property reportedly sold for \$2,500,000, or \$5.74 per square foot. There was a 2,400 square foot single-family home and a 600 square foot barn that did not contribute value to the sale; therefore, demolition costs of \$5.00 per square foot, or \$15,000, will be added to the sales price.

COMPARABLE LAND SALE NUMBER 2

PROPERTY IDENTIFICATION

Location (Physical): SWC of E Melissa Rd & Miller Rd
Collin County, Texas

Legal Description: Melissa Division, Block 7, Lots 1-2,
City of Melissa, Collin County, Texas



TRANSACTION DATA

Grantor:	Ofelia Sanchez	Sales Price:	\$495,000
Grantee:	Drew & Crystal Worth	Participant's Sale Terms:	Cash to Seller
Date of Sale:	March 15, 2022	Cash Equivalent Price:	\$516,805
Recording Information:	Doc #20220321000445110	Intended Use:	Investment
Property Rights Conveyed:	Fee Simple Estate		
Conditions of Sale:	Arm's Length Transaction		

PHYSICAL CHARACTERISTICS

Road Frontage:	East Melissa Road & Miller Road	Size of the Tract:	0.863 acres
Configuration:	Near Rectangular		37,596 square feet
Flood Plain:	None	Improvements:	2 Houses, Carport, Garage, & Barn
Topography:	Level & Mostly Cleared	Utilities:	All Available
Zoning:	Agricultural		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	\$13.17
Cash Equivalent Price Per Sq. Ft.:	\$13.75

VERIFICATION

Contact Person:	Jessica Dansby	Telephone Number:	(214) 578-5747
Position:	Listing Broker		

COMMENTS

This property is located at the southwest corner of Melissa Road and Miller Road in Melissa, Texas. The property reportedly sold for \$495,000, or \$13.17 per square foot. There was a 1,542 square foot single-family home, a 1,743 square foot single-family home, a 260 square foot detached carport, a 648 square foot detached garage, and a 168 square foot barn that did not contribute value to the sale; therefore, demolition costs of \$5.00 per square foot, or \$21,805, will be added to the sales price.

COMPARABLE LAND SALE NUMBER 3

PROPERTY IDENTIFICATION

Location (Physical): NEC of E Melissa Rd & Milrany Ln
Collin County, Texas

Legal Description: Abstract Number A0033 of the D. E. W. Babb Survey, Sheet 5, Tract 156, City of Melissa, Collin County, Texas



TRANSACTION DATA

Grantor:	John T. & Karen P. Allison	Sales Price:	\$2,668,708
Grantee:	MRM Melissa Investments, LLC	Participant's Sale Terms:	Cash to Seller
Date of Sale:	December 23, 2021	Cash Equivalent Price:	\$2,668,708
Recording Information:	Doc #20211228002603030	Intended Use:	Investment
Property Rights Conveyed:	Fee Simple Estate		
Conditions of Sale:	Arm's Length Transaction		

PHYSICAL CHARACTERISTICS

Road Frontage:	East Melissa Road & Milrany Lane	Size of the Tract:	9.430 acres
Configuration:	Near Rectangular		410,771 square feet
Flood Plain:	None	Improvements:	None
Topography:	Level & Mostly Cleared	Utilities:	Electric & Water
Zoning:	Agricultural		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	\$6.50
Cash Equivalent Price Per Sq. Ft.:	\$6.50

VERIFICATION

Contact Person:	Jessica Dansby	Telephone Number:	(214) 578-5747
Position:	Listing Broker		

COMMENTS

This property is located at the northeast corner of East Melissa Road and Milrany Lane in Melissa, Texas. The property reportedly sold for \$2,668,708, or \$6.50 per square foot.

COMPARABLE LAND SALE NUMBER 4

PROPERTY IDENTIFICATION

Location (Physical): E Line of Oklahoma Dr, S of Ash St
Collin County, Texas

Legal Description: Abstract Number A0167 of the Collin County School Land Number 14 Survey, Sheet 1, Tract 90, City of Celina, Collin County, Texas



TRANSACTION DATA

Grantor: Mohammad A. Dalaki

Grantee: Seven R. Frisco, LLC

Date of Sale: June 23, 2021

Recording Information: Doc #20210813001631870

Property Rights Conveyed: Fee Simple Estate

Conditions of Sale: Arm's Length Transaction

Sales Price: \$415,000

Participant's Sale Terms: Cash to Seller

Cash Equivalent Price: \$415,000

Intended Use: Investment

PHYSICAL CHARACTERISTICS

Road Frontage: South Oklahoma Drive

Configuration: Slightly Irregular

Flood Plain: None

Topography: Level & Mostly Cleared

Zoning: Commerical

Size of the Tract: 1.163 acres

50,678 square feet

Improvements: None

Utilities: All Available

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.: \$8.19

Cash Equivalent Price Per Sq. Ft.: \$8.19

VERIFICATION

Contact Person: Bobby Apple

Position: Listing Broker

Telephone Number: (214) 762-5500

COMMENTS

This property is located along the east line of South Oklahoma Drive, just south of East Ash Street in Celina, Texas. The property reportedly sold for \$415,000, or \$8.19 per square foot.

COMPARABLE LAND SALE NUMBER 5

PROPERTY IDENTIFICATION

Location (Physical): SEC Bucees Blvd & Central Expy
Collin County, Texas

Legal Description: Abstract Number 894 of the Andrew Thomas Survey, City of Melissa, Collin County, Texas



TRANSACTION DATA

Grantor:	Baxter, Fowler, Powell Families	Sales Price:	\$750,000
Grantee:	Group Pacific Holdings, LLC	Participant's Sale Terms:	Cash to Seller
Date of Sale:	September 15, 2020	Cash Equivalent Price:	\$757,360
Recording Information:	Doc #20200915001558340	Intended Use:	Investment
Property Rights Conveyed:	Fee Simple Estate		
Conditions of Sale:	Arm's Length Transaction		

PHYSICAL CHARACTERISTICS

Road Frontage:	Bucees Boulevard & Central Express	Size of the Tract:	1.140 acres
Configuration:	Near Rectangular		49,658 square feet
Flood Plain:	None	Improvements:	House
Topography:	Level & Mostly Cleared	Utilities:	All Available
Zoning:	PD Commercial		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	\$15.10
Cash Equivalent Price Per Sq. Ft.:	\$15.25

VERIFICATION

Contact Person:	Charles McKissock	Telephone Number:	(972) 562-9090
Position:	Listing Broker		

COMMENTS

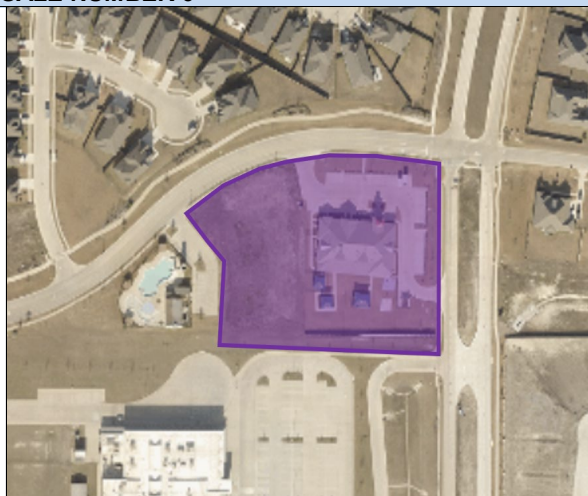
This property is located at the southeast corner of Bucees Boulevard and Central Expressway in Melissa, Texas. The property reportedly sold for \$750,000, or \$15.10 per square foot. There was a 1,472 square foot single-family home that did not contribute value to the sale; therefore, demolition costs of \$5.00 per square foot, or \$7,360, will be added to the sales price. The property was purchased for the development of a Taco Casa restaurant.

COMPARABLE LAND SALE NUMBER 6

PROPERTY IDENTIFICATION

Location (Physical): SWC of Sharp St & Leonard Ave
Colling County, Texas

Legal Description: Abstract Numnber 798 of the Granderson Stark Survey, Tract 4, Parcel A, Portion of the Anna Town Center Number 4, City of Anna, Collin County, Texas



TRANSACTION DATA

Grantor:	Anna Town Center, LTD.	Sales Price:	\$460,000
Grantee:	Anna Sharp Realities, LLC	Participant's Sale Terms:	Cash to Seller
Date of Sale:	April 29, 2020	Cash Equivalent Price:	\$460,000
Recording Information:	Doc #202004900022240	Intended Use:	Investment
Property Rights Conveyed:	Fee Simple Estate		
Conditions of Sale:	Arm's Length Transaction		

PHYSICAL CHARACTERISTICS

Road Frontage:	Sharp Street & Leonard Avenue	Size of the Tract:	2.711 acres
Configuration:	Slightly Irregular		118,093 square feet
Flood Plain:	None	Improvements:	None
Topography:	Level & Mostly Cleared	Utilities:	All Available
Zoning:	PD Commerical		

UNITS OF COMPARISON

Actual Sales Price Per Sq. Ft.:	\$3.90
Cash Equivalent Price Per Sq. Ft.:	\$3.90

VERIFICATION

Contact Person:	Appraisal Files	Telephone Number:	N/A
Position:	N/A		

COMMENTS

This property is located at the southwest corner of Sharp Street and Leonard Avenue in Anna, Texas. The property sold for \$460,000, or \$3.90 per square foot. Furthermore, since the time of sale a portion of the tract has been improved with a daycare facility.

LAND SALES ANALYSIS

Elements of comparison are the characteristics of properties and transactions that cause the prices paid for real estate to vary. The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. The sales have been compared to the subject for dissimilar characteristics and adjustments are made on a price per square foot basis. Following is a summary table of the comparable land sales.

Summary of Comparable Sales									
Sale No.	Location (Physical)	Date of Sale	Size (Acres)	Utilities	Zoning	Topography	Flood Plain	Sales Price PSF	Intended Use
1	N Line of E Foster Crossing Rd, E of Powell Pk Collin County, Texas	8/15/22	9.951	All Available	Not Zoned	Level & Mostly Cleared	None	\$5.80	Investment
2	SWC of E Melissa Rd & Miller Rd Collin County, Texas	3/15/22	0.863	All Available	Agricultural	Level & Mostly Cleared	None	\$13.75	Investment
3	NEC of E Melissa Rd & Milrany Ln Collin County, Texas	12/23/21	9.430	Electric & Water	Agricultural	Level & Mostly Cleared	None	\$6.50	Investment
4	E Line of Oklahoma Dr, S of Ash St Collin County, Texas	6/23/21	1.163	All Available	Commerical	Level & Mostly Cleared	None	\$8.19	Investment
5	SEC Bucees Blvd & Central Expy Collin County, Texas	9/15/20	1.140	All Available	PD Commercial	Level & Mostly Cleared	None	\$15.25	Investment
6	SWC of Sharp St & Leonard Ave Colling County, Texas	4/29/20	2.711	All Available	PD Commerical	Level & Mostly Cleared	None	\$3.90	Investment
Subject: W Line of CR 422, N of Foster Crossing Rd Collin County, Texas		-	2.890	All Available	Not Zoned	Level & Mostly Cleared	None	-	-

We were able to identify and verify several sales considered to be comparable to the subject tract. The analyses of the adjustments believed to be relevant are found in the following paragraphs.

Financing Terms

All of the sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property and no adjustments were required for advantageous seller financing.

Real 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 were reported to be arm's-length sales and did not involve any unusual conditions. Thus, no adjustments are necessary for these sales.

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 adjustments for property rights conveyed, financing, and conditions of sale have been made. 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 following table depicts the price per unit for each comparable after being adjusted for the previous transactional characteristics (Unadjusted Price/Unit). The % Adjustment column indicates the total adjustments made for all physical characteristics as shown in the adjustment grid in the conclusion of this section of the report. By analyzing the comparable sales adjusted prices per unit after all other adjustments have been made, trends in 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	August 15, 2022	\$5.80	9%	\$6.32
Comparable 2	March 15, 2022	\$13.75	-24%	\$10.45
Comparable 3	December 23, 2021	\$6.50	8%	\$7.02
Comparable 4	June 23, 2021	\$8.19	-7%	\$7.62
Comparable 5	September 15, 2020	\$15.25	-32%	\$10.37
Comparable 6	April 29, 2020	\$3.90	-6%	\$3.67

*Inclusive of any necessary transactional adjustments

In closely analyzing the market comparables, there does not appear to have been a substantial increase or decrease in market prices over this time period for this property type. However, after conversations with market participants in the area, they indicate market conditions are increasing. 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

Location is considered to be one of the most important characteristics of real estate; therefore, the location of the Comparables is the first of the physical characteristics to be considered. The following adjustments have been made based upon our professional opinion and experience. The subject property is located at the west line of Leonard Avenue (CR 422), just north of East Foster Crossing Road and has a municipal address of 3020 Leonard Avenue, Anna, Texas. Comparables 1, 2, 3, 4, and 6 have similar locations and frontage as the subject property and will not be adjusted. Comparable 5 is located along Central Expressway in superior area of development when compared to the subject. Therefore, Comparable 5 will be adjusted downward 20 percent.

Size

The economic unit of the subject property is 2.890 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 area land market.

Adjustment for Size					
Comparable Number	Comparable Size (Acres)	Subject Size (Acres)	% Difference In Size	Adj. Per Halving/Doubling	Indicated Adjustment
Comparable 1	9.951	2.890	244%	5%	9%
Comparable 2	0.863	2.890	-70%	5%	-9%
Comparable 3	9.430	2.890	226%	5%	8%
Comparable 4	1.163	2.890	-60%	5%	-7%
Comparable 5	1.140	2.890	-61%	5%	-7%
Comparable 6	2.711	2.890	-6%	5%	-1%

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. The subject and Comparables 1 and 4 are not located on a corner. Therefore, Comparables 1 and 4 will not be adjusted. Comparables 2, 3, 5 and 6 are situated on a corner and will be adjusted downward 5 percent.

Utilities

The subject property has all utilities available. Comparables 1, 2, 4, 5, and 6 have all utilities available and will not be adjusted. Comparable 3 reportedly had electric and water available and will be adjusted upward 5 percent.

Topography

This adjustment takes into consideration the topography (terrain) of the subject property and how *developable* the site is. The subject has a level topography and is slightly rectangular in shape. All of the Comparable Sales have similar topographical considerations and will not be adjusted.

Zoning

The zoning a property possesses dictates the legally permissible use(s) to which it can be developed. Consequently, the value of a property can be significantly influenced by its zoning classification. The subject tract is currently not zoned and has a highest and best use for commercial development. All of the Comparables have similar zoning and/or similar highest and best uses to the subject and will not require adjustments.

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 Comparables are located outside of the 100 to 500 year flood plain and will not be adjusted.

CONCLUSION OF LAND VALUE

An adjustment grid for the Comparable Sales is located below. The range, mean (average), and standard deviation of the adjusted sales prices per square foot are presented following the adjustment grid.

Adjustment Grid for Comparable Sales						
Sale Number	1	2	3	4	5	6
Sales Price/SF	\$5.80	\$13.75	\$6.50	\$8.19	\$15.25	\$3.90
Financing Terms	0.00	0.00	0.00	0.00	0.00	0.00
Property Rights Conveyed	0.00	0.00	0.00	0.00	0.00	0.00
Conditions of Sale	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures After Sale	0.00	0.00	0.00	0.00	0.00	0.00
Market Conditions	0.12	0.55	0.39	0.66	1.83	0.55
Conditions Adj. Price/SF	\$5.92	\$14.30	\$6.89	\$8.85	\$17.08	\$4.45
Location	0%	-10%	0%	0%	-20%	0%
Size	9%	-9%	8%	-7%	-7%	-1%
Corner	0%	-5%	-5%	0%	-5%	-5%
Utilities	0%	0%	5%	0%	0%	0%
Topography	0%	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	0%	0%
Flood Plain	0%	0%	0%	0%	0%	0%
Total Adjustment	9%	-24%	8%	-7%	-32%	-6%
Adjusted Price/SF	\$6.45	\$10.87	\$7.44	\$8.23	\$11.61	\$4.18

\$/SF	All Data	Data Without High and Low Extremes	Data with Absolute Adjustments ≤ 25%
Range	\$4.18 - \$11.61	\$6.45 - \$10.87	\$4.18 - \$10.87
Mean (Average)	\$8.13	\$8.25	\$7.43
Standard Deviation	\$2.78	\$1.89	\$2.45

All of the Comparables had a mean of \$8.13 per square foot, while the mean of data without high and low extremes is \$8.25 per square foot, and the data with the least absolute adjustments ($\leq 25\%$) had a mean of \$7.43 per square foot. Therefore, a market value opinion \$8.00 per square foot is considered reasonable. The market value of the economic unit, as of the effective date of the appraisal, is calculated below:

$$2.890 \text{ acres (125,888 SF)} \times \$8.00/\text{SF} = \mathbf{\$1,007,104}$$

SECTION V - VALUATION CONCLUSION

FINAL OPINION OF VALUE

Value of the Whole Property

The subject property consists of 2.890 acres of land. Thus, the market value of the whole property before the proposed acquisition, as of the effective date of appraisal (January 30, 2023) is:

"As Is" Market Value of the Whole Property
(\$1,007,104)

Value of the Part Acquired

The portion of the site from which property rights are proposed to be acquired by the City of Anna is a 0.455 acre (19,811 square feet) permanent right-of-way dedication acquisition.

Value of the Right-of-Way Dedication Acquisition

The portion of the subject property that is being acquired by the City of Anna for the right-of-way dedication acquisition is 0.455 acres or 19,811 square feet. This acquisition is assumed to permit ingress/egress by the property owner after the acquisition. The acquisition is not located across a non-usable area of the tract, but is located along a property line, and may be used as required open space and building set back areas. Thus, the value of the acquisition is calculated as follows:

\$8.00 per square foot x 19,811 square feet = **\$158,488**

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. The highest and best use is for future commercial development of the site. The proposed acquisition does not damage the remainder of the site. Further, any potential limitations to use would be outweighed by the enhancement of value of the site by the infrastructure improvements. Thus, the highest and best use after the proposed acquisition is considered to be commercial development. State law requires that damages/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.

Costs to Cure

Given, that no site improvements will required to be restored after the acquisition, no costs to cure have been estimated for the subject property.

Opinions of Recommended Compensation

Value of the Whole Property:	\$1,007,104
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Remainder Before Acquisition:	\$848,616
Remainder After Acquisition:	\$848,616
Enhancements:	\$0
Damages:	\$0
Cost to Cure:	\$0
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Total Recommended Compensation:	\$158,488

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 has 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, Lauren N. Espey, and Amanda V. Cooper 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) Amanda V. Cooper made a personal inspection of the property that is the subject of this report on January 30, 2023. Mitchell B. Todd, MAI and Lauren N. Espey did not conduct a physical inspection of the subject 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 as of the effective date of appraisal, January 30, 2023:

Opinions of Recommended Compensation

Value of the Whole Property:	\$1,007,104
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Remainder Before Acquisition:	\$848,616
Remainder After Acquisition:	\$848,616
Enhancements:	\$0
Damages:	\$0
Cost to Cure:	\$0
Value of the Part Acquired (0.455 Acre Right-Of-Way):	\$158,488
Total Recommended Compensation:	\$158,488

- 18) **Extraordinary Assumption:** An extraordinary assumption has been made that the acquisition by the City of Anna will not 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.

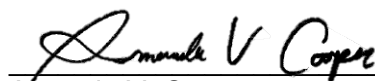
Respectfully submitted,



Mitchell B. Todd, MAI
President
State Certification #TX-1323514-G
mitchell@toddpa.com



Lauren N. Espey
Vice President
State Certification #TX-1381032-G
lauren@toddpa.com



Amanda V. Cooper
Appraisal Associate
State Certification #TX-1343609-Trainee
amanda@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) **Extraordinary Assumption: An extraordinary assumption has been made that the acquisition by the City of Anna will not 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 VII – ADDENDUM

QUALIFICATIONS OF MITCHELL B. TODD, MAI

EXPERIENCE

1/94 to Present
7/92 to 1/94
6/86 to 7/92

President – Todd Property Advisors, Real Property Analysts, Inc.; Dallas, Texas
Vice President - Beer-Wells-Vaughan, Commercial Property Analysts; Dallas, Texas
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
Louisiana Certificate #	G4174
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.



Certified General Real Estate Appraiser

Appraiser: Mitchell Brian Todd

License #: TX 1323514 G

License Expires: 08/31/2024

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.

A handwritten signature in blue ink, which appears to read 'Chelsea B.', is located to the left of the printed name and title.

**Chelsea Buchholtz
Commissioner**

QUALIFICATIONS OF Lauren N. Espey

EXPERIENCE

8/19 to Present **Associate Vice President**– Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas

6/17 - 8/19 **Appraisal Associate** – Todd Property Advisors, Real Property Analysts, Inc.; Frisco, Texas

During Lauren's tenure as a real estate appraiser, she has prepared numerous valuations on a variety of commercial real estate developments. These properties consisted of various single and multiple tenant industrial, office, and retail facilities as well as residential subdivision developments, multifamily developments, and several user specific and special purpose properties. Lauren has gained experience in analyzing market trends, collecting and analyzing market data, analyzing subject property income and expense information, and estimating reproduction costs and depreciation.

Lauren has also completed more complex/special purpose property assignments such as automotive repair/service, church, heavy industrial, office/warehouse subdivision, game ranch, archery range with a meat processing center, rock mining facility, outdoor gun range facility, car dealership, and bill board properties

Additionally, Lauren has performed numerous appraisal assignments for TxDOT as well as a number of local municipalities pertaining to right-of-way and other acquisitions for public use. These appraisal assignments have involved both partial and whole acquisitions of various properties including vacant land, offices, retail, billboards, and office/warehouses. Lauren has also assisted in the preparation of appraisal reports for the purpose of Special Commissioner Hearings and Jury Trials related to condemnation proceedings.

PROFESSIONAL LICENSE AND AFFILIATIONS

State Certified General Real Estate Appraiser

Texas Certificate # TX-1381032-G

EDUCATION

Bachelor of Business Administration – Finance, Texas A&M University, 2017.

Lauren completed her Finance Degree in the May's Business School at Texas A&M University in 2017. During the pursuit of his degree, Lauren completed various finance, economic, and business oriented courses including Business Finance (1 and 2), Financial Reporting (1 and 2), Statistical Methods, Investment Analysis, Managerial Finance, Money and Capital Markets, Private Equity, and Real Estate Decisions Making. Lauren received a Bachelor of Business Administration Degree in May 2017.

The appraisal courses completed by Lauren include: Appraisal Principles; Appraisal Procedures; Uniform Standards of Professional Appraisal Practice; General Appraiser Market Analysis and Highest & Best Use; General Appraiser Income Approach (Parts 1 & 2); General Appraiser Report Writing and Case Studies; General Appraiser Sales Comparison Approach; General Appraiser Site Valuation and Cost Approach; Commercial Appraisal Review; Expert Witness for Commercial Appraisers; Statistics, Modeling, and Finance; and received a passing score on the Certified General comprehensive exam.



Certified General Real Estate Appraiser

Appraiser: Lauren Nicole Espey

License #: TX 1381032 G

License Expires: 09/30/2024

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.

A handwritten signature in blue ink, appearing to read 'Chelsea B.', is located to the right of the authorization text.

**Chelsea Buchholtz
Commissioner**



Appraiser Trainee

Trainee: **Amanda Violet Cooper**

Authorization #: **TX 1343609 Trainee**

Expires: **10/31/2024**

Review the list of the above Trainee's Supervisors on the License Holder Search at www.talcb.texas.gov.

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: Appraiser Trainee

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

A handwritten signature in blue ink, appearing to read 'Chelsea B.', is located in the bottom right corner of the document.

Chelsea Buchholtz
Commissioner

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
CITY OF ANNA,
COLLIN COUNTY, TEXAS

Being a tract of land, situated in the G. Stark Survey, Abstract No. 798, in the City of Anna, Collin County, Texas, and being a part of that called 2.89 acre tract of land, described in deed to Richard A. McMinimy and wife, Catherine F. McMinimy, as recorded under Document No. 20070205000169410, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a point for corner, being the southeasterly corner of said 2.89 acre tract, and being the northeasterly corner of a called 16.426 acre tract of land, described in deed to Canvas Anna Owner, LLC, as recorded under Document No. 2022000069950, O.P.R.C.C.T., and being in Leonard Avenue (County Road No. 422), from which a 3/8" iron rod found bears, South 06°43'02" East, a distance of 2.15';

THENCE North 89°39'00" West, along the common line between said 2.89 acre and 16.426 acre tracts, a distance of 60.00' to a 5/8" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southwesterly corner of the herein described tract;

THENCE North 00°29'56" East, over and across said 2.89 acre tract, a distance of 326.21' to a 1/2" iron rod found in the northerly line of said 2.89 acre tract, same being the southeasterly corner of Lot 1, Block 1, of **ANNA ELEMENTARY NO. 3**, an addition to the City of Anna, as recorded in Volume 2018, Page 253, O.P.R.C.C.T., said corner also being the southwesterly corner of a called 60' right-of-way dedication of said addition, from which a 1/2" iron rod found bears, North 87°35'47" West, a distance of 297.25';

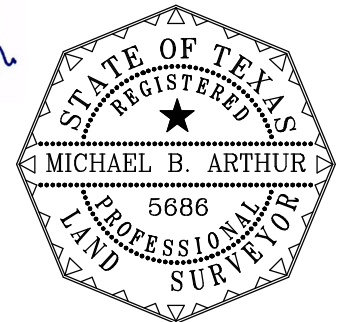
THENCE South 87°35'47" East, along the northerly line of said 2.89 acre tract, same being over and across said Leonard Avenue, a distance of 61.90' to a point for corner, being the northeasterly corner of said 2.89 acre tract;

THENCE South 00°49'42" West, over and across said Leonard Avenue, same being the easterly line of said 2.89 acre tract, a distance of 324.00' to the **POINT OF BEGINNING** and containing 19,811 square feet or 0.455 acres of land, more or less.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Record Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 5/8" 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

Michael B. Arthur



This metes and bounds description is accompanied by a survey plat of even date.

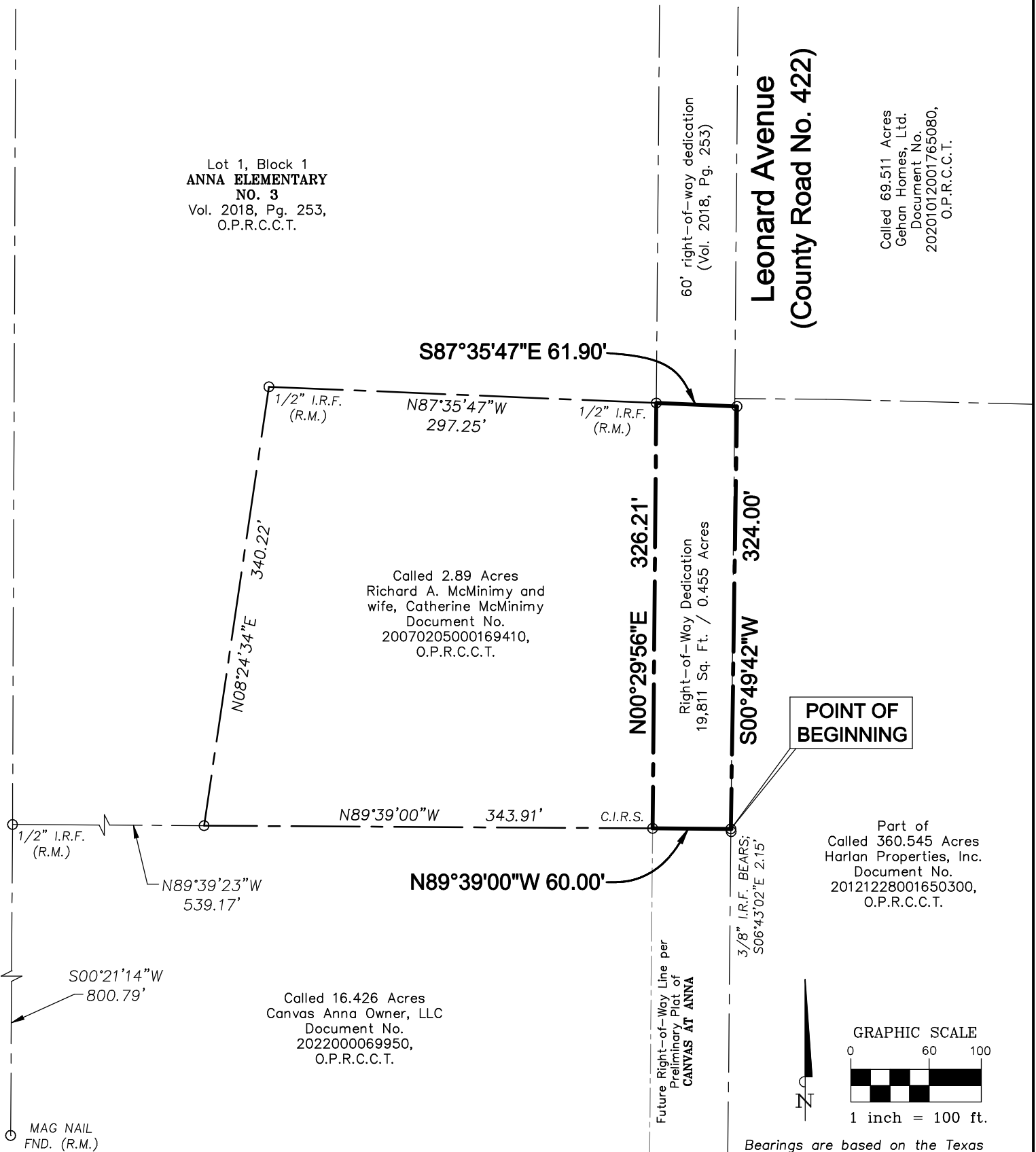
DATE: 01/18/2023	RIGHT-OF-WAY DEDICATION 0.455 ACRES IN THE G. STARK SURVEY ABSTRACT NO. 798 CITY OF ANNA, COLLIN COUNTY, TEXAS	 North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1010 West University Drive McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexassurveying.com Firm Registration No. 10074200
REVISED:		
SCALE: 1" = 100'		
CHK'D. BY: M.B.A.		
JOB NO.: 2023-0004		

Lot 1, Block 1
**ANNA ELEMENTARY
NO. 3**
Vol. 2018, Pg. 253,
O.P.R.C.C.T.

60' right-of-way dedication
(Vol. 2018, Pg. 253)

**Leonard Avenue
(County Road No. 422)**

Called 69.511 Acres
Gehan Homes, Ltd.
Document No.
20201012001765080,
O.P.R.C.C.T.



This survey plat is accompanied by a metes and bounds description of even date.

DATE: 01/18/2023

REVISED:

SCALE: 1" = 100'

CHK'D. BY: M.B.A.

JOB NO.: 2023-0004

**RIGHT-OF-WAY DEDICATION
0.455 ACRES IN THE
G. STARK SURVEY
ABSTRACT NO. 798
CITY OF ANNA,
COLLIN COUNTY, TEXAS**



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

CITY OF ANNA

ORDINANCE NO.

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.

WHEREAS, on September 13, 2022, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing as required under Texas Local Gov't Code §102.106, and in accordance with applicable provisions of the City of Anna, Texas Home-Rule Charter ("Charter"), adopted a budget of all municipal appropriations and expenditures for the 2022-2023 fiscal year; and

WHEREAS, the City is authorized to make this budget amendment by majority vote of the City Council under Section 7.09 of the Charter;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City officially finds, determines, and declares that the City of Anna 2022-2023 fiscal year budget is hereby amended with respect to its Roadway Impact Fees Funds as set forth in the original budget adopted under Ordinance No. 1002-2022 by replacing the information regarding said funds with the information relating to said funds set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 4. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna 2022-2023 fiscal year budget in all places where said budget is filed as of public record or posted for public inspection.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 14th day of March, 2023.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

CITY OF ANNA
DETAIL OF RECOMMENDED FY2022-23 BUDGET AMENDMENTS

ROADWAY IMPACT FEE FUNDS**Expense:**

Project No.	Project Name	Budget	Change	Revised Budget
TBD	Leonard Avenue	\$ -	\$ 191,000	\$ 191,000

Justification:

The City of Anna Master Thoroughfare Plan shows Leonard Avenue to be constructed as a divided arterial roadway from the Anna Crossing neighborhood to the Collin County Outer Loop. This amendment will fund the purchase of right-of-way needed from a parcel of land located just south of the new Anna ISD Middle School. The City has negotiated a purchase-sale agreement in the amount of \$191,000 for the purchase of the right-of-way. Purchasing this right-of-way will allow the City to move forward working with the developer of the property to the south of this parcel on the design and construction of the western half of Leonard Avenue from Foster Crossing to the middle school property.



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Justin Clay

AGENDA ITEM:

Consider/Discuss/Action on a Resolution awarding the bid for the Municipal Complex Parking Expansion and approve an ordinance amending the FY2023 Non-Bond Capital Improvement Fund (Interim Assistant City Manager Greg Peters, P.E.)

SUMMARY:

The Adopted FY2023 budget included \$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 March 3rd. 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 overall lowest qualified bid was received from Piazza Construction in an amount of \$437,742.50. A budget of \$460,000 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 Piazza's references and work history and determined they have the necessary experience and capability to complete the project. Work is anticipated to begin early April. 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 Revised FY2023 Community Investment Program budget in the amount of \$460,000 from the Non Bond Capital Projects Fund. The estimated cost of

the additional parking is \$460,000.

BACKGROUND:

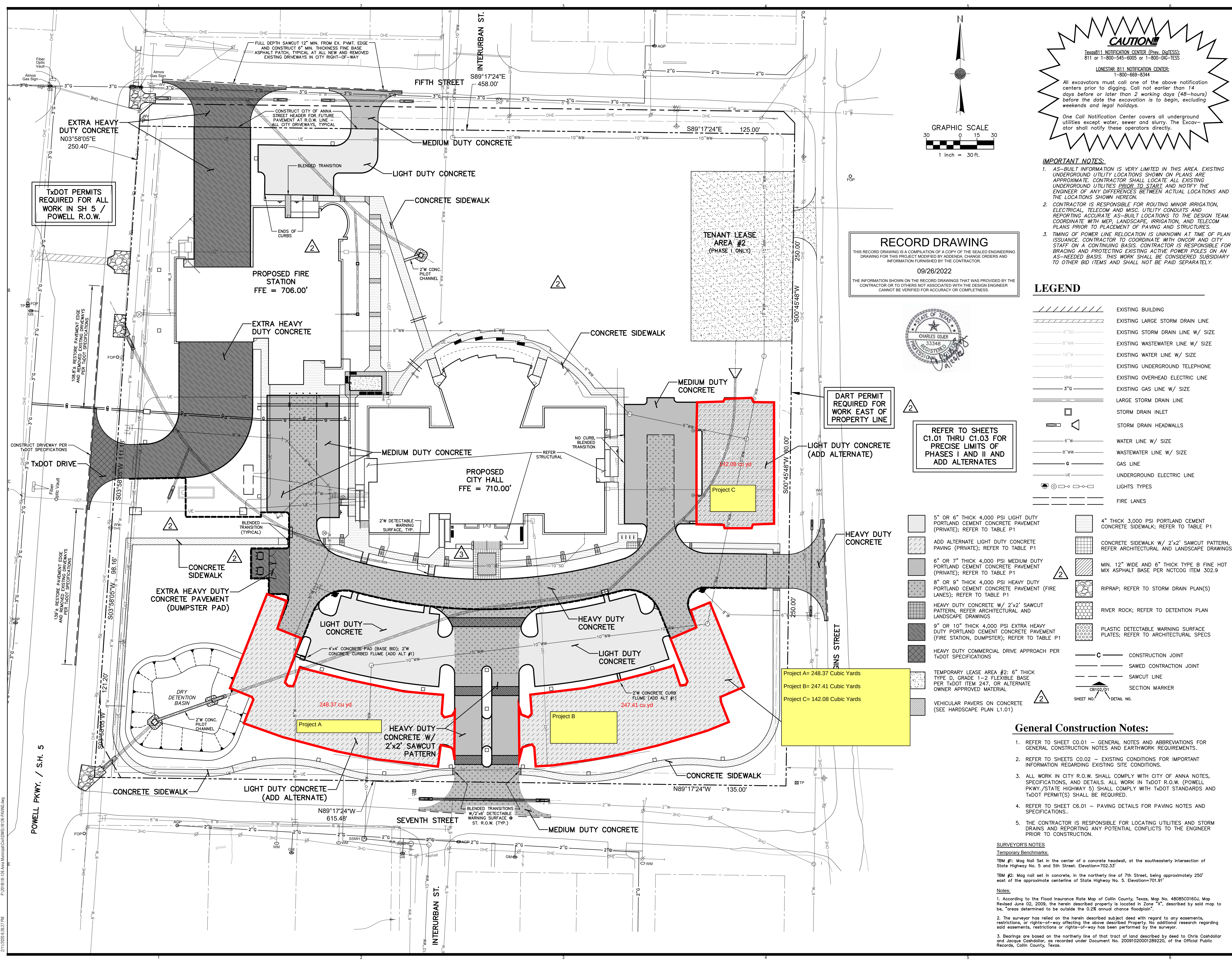
Staff recommends approval.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Anna Municipal Center_Project A, B, & C
2. Municipal Complex Parking - Project Location Map
3. Bid Tab City Hall Parking Expansion
4. Resolution - Piazza Construction- Municipal Complex Parking Expansion
5. March 14 Budget Amendment Ordinance NB Capital Fund
6. March 14 Budget Amendment Exhibit NB Capital Fund



CAUTION!
Texas 811 NOTIFICATION CENTER (Prep. Duties):
811 or 1-800-345-6005 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.

- IMPORTANT NOTES:**
- 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.
 - 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.
 - 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.

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.

LEGEND

	EXISTING BUILDING
	EXISTING LARGE STORM DRAIN LINE
	EXISTING STORM DRAIN LINE W/ SIZE
	EXISTING WASTEWATER LINE W/ SIZE
	EXISTING WATER LINE W/ SIZE
	EXISTING UNDERGROUND TELEPHONE
	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING GAS LINE W/ SIZE
	LARGE STORM DRAIN LINE
	STORM DRAIN INLET
	STORM DRAIN HEADWALLS
	WATER LINE W/ SIZE
	WASTEWATER LINE W/ SIZE
	GAS LINE
	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
	CONSTRUCTION JOINT
	SAWED CONTRACTION JOINT
	SAWCUT LINE
	SECTION MARKER

- General Construction Notes:**
- REFER TO SHEET C0.01 - GENERAL NOTES AND ABBREVIATIONS FOR GENERAL CONSTRUCTION NOTES AND EARTHWORK REQUIREMENTS.
 - REFER TO SHEETS C0.02 - EXISTING CONDITIONS FOR IMPORTANT INFORMATION REGARDING EXISTING SITE CONDITIONS.
 - 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.
 - REFER TO SHEET C6.01 - PAVING DETAILS FOR PAVING NOTES AND SPECIFICATIONS.
 - 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. 48085C01604, 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 Casadolar and Jacque Casadolar, 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. 18-128

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

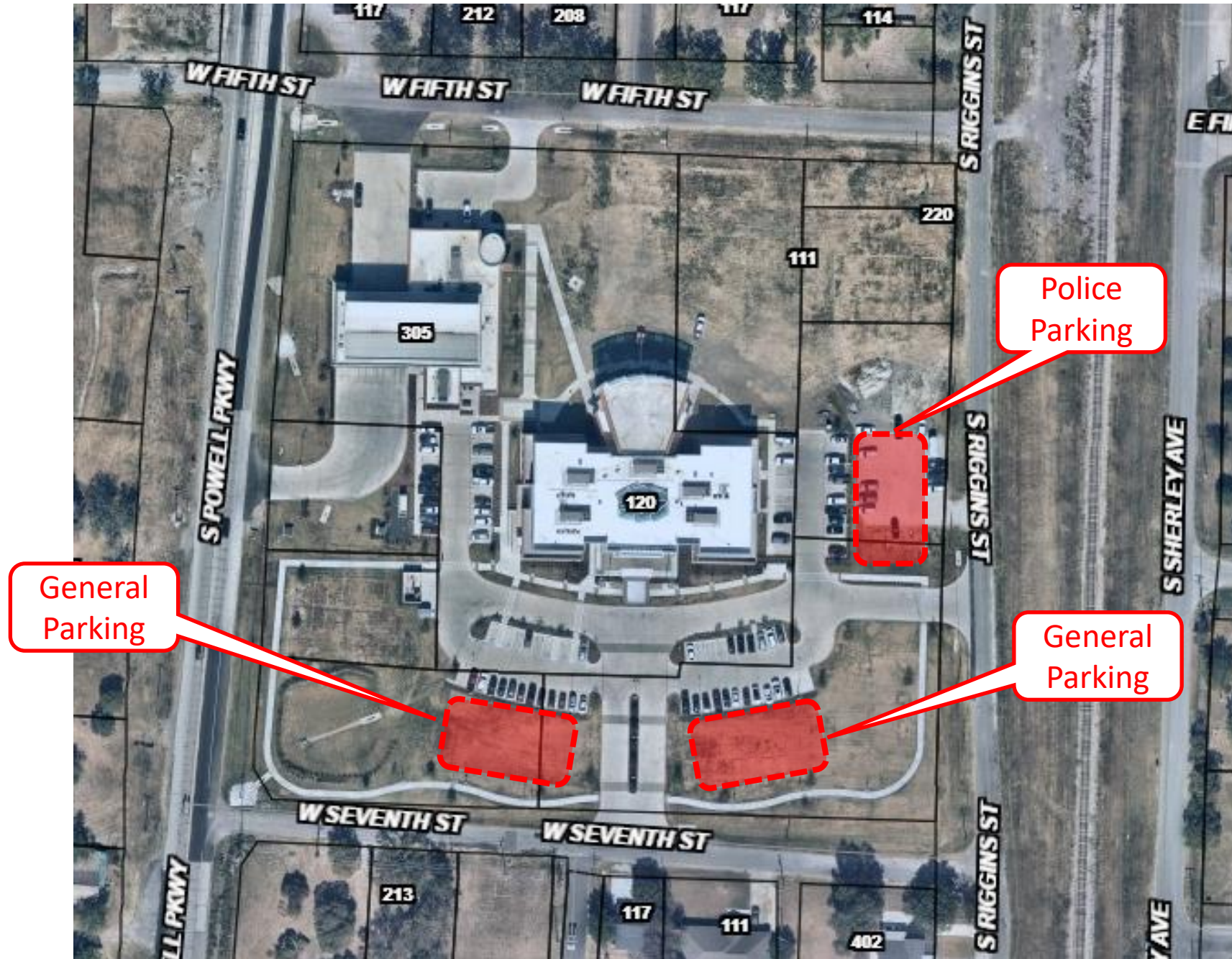
SHEET NO.
C5.01

PROJECT NO.: 1816.10

THE CITY OF ANNA
ANNA, TX

ANNA CITY HALL / MUNICIPAL COURT / POLICE / FIRE STATION

Municipal Complex Parking Expansion Project Location Map



BID PROPOSAL FOR City Municipality Parking Improvements													
a) BASE BID (Project C) – BID ITEMS				Ratiff Hardscape, Ltd		308 Construction		Don Smith Concrete LLC.		ONO CONTRACTING, INC.		Piazza Construction	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1	LS	Mobilization, Bonds, & Insurance	\$ 12,054.00	\$ 12,054.00	\$ 52,441.42	\$ 52,441.42	\$ 9,435.00	\$ 9,435.00		\$ -	\$ 54,000.00	\$ 54,000.00
2	1	LS	Site Preparation, including removal of surface vegetation, landscape bedding, and small bushes, fine grading, and compacting existing gravel parking surface.	\$ 15,000.00	\$ 15,000.00	\$ 22,660.00	\$ 22,660.00	\$ 8,500.00	\$ 8,500.00	\$ 21,000.00	\$ 21,000.00	\$ 27,000.00	\$ 27,000.00
3	75	LF	Sawcut, remove, and dispose of 6" concrete curb complete and in place	\$ 30.00	\$ 2,250.00	\$ 12.36	\$ 927.00	\$ 15.00	\$ 1,125.00	\$ 45.00	\$ 3,375.00	\$ 16.50	\$ 1,237.50
4	35	SY	Sawcut, remove, and dispose of existing 4" concrete light duty sidewalk, complete and in place.	\$ 32.50	\$ 1,137.50	\$ 23.69	\$ 829.15	\$ 36.00	\$ 1,260.00	\$ 65.00	\$ 2,275.00	\$ 11.00	\$ 385.00
5	1	LS	Remove irrigation heads, cap irrigation lines, and relocate irrigation heads as necessary.	\$ 9,000.00	\$ 9,000.00	\$ 2,060.00	\$ 2,060.00	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 30,800.00	\$ 30,800.00
6	915	SY	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.	\$ 68.50	\$ 62,677.50	\$ 88.58	\$ 81,050.70	\$ 92.00	\$ 84,180.00	\$ 106.00	\$ 96,990.00	\$ 63.00	\$ 57,645.00
7	420	LF	Construct 6" Concrete Curb, complete and in place	\$ 14.50	\$ 6,090.00	\$ 8.24	\$ 3,460.80	\$ 10.00	\$ 4,200.00	\$ 85.00	\$ 35,700.00	\$ 8.00	\$ 3,360.00
8	1	LS	Install Parking Lot Striping for 24 standard 20' long parking spaces and one 36' long 6' wide crosswalk, with white reflective traffic paint, complete and in place.	\$ 1,613.00	\$ 1,613.00	\$ 2,575.00	\$ 2,575.00	\$ 3,485.00	\$ 3,485.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
9	900	SY	Place topsoil to depth of 2 inches, fine grade, and re-seed disturbed areas	\$ 9.50	\$ 8,550.00	\$ 8.14	\$ 7,323.30	\$ 8.95	\$ 8,055.00	\$ 4.50	\$ 4,050.00	\$ 4.45	\$ 4,005.00
10	1	LS	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.	\$ 4,200.00	\$ 4,200.00	\$ 3,399.00	\$ 3,399.00	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
a) BID ALTERNATE A (Project A) – BID ITEMS													
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1	LS	Additional Bonds, & Insurance	\$ 16,572.00	\$ 16,572.00	\$ 5,602.57	\$ 5,602.57	\$ 13,650.00	\$ 13,650.00		\$ -	\$ 5,000.00	\$ 5,000.00
2	1	LS	Site Preparation, including removal of surface vegetation, fine grading, and compacting existing soil.	\$ 24,300.00	\$ 24,300.00	\$ 41,200.00	\$ 41,200.00	\$ 13,110.00	\$ 13,110.00	\$ 25,000.00	\$ 25,000.00	\$ 1,500.00	\$ 1,500.00
3	105	LF	Sawcut, remove, and dispose of 6" concrete curb complete and in place	\$ 30.00	\$ 3,150.00	\$ 12.36	\$ 1,297.80	\$ 15.00	\$ 1,575.00	\$ 45.00	\$ 4,725.00	\$ 16.50	\$ 1,732.50
4	550	CY	Site Grading, compacted in place. (No fill required)	\$ 42.00	\$ 23,100.00	\$ 20.60	\$ 11,330.00	\$ 17.65	\$ 9,707.50	\$ 28.00	\$ 15,400.00	\$ 18.00	\$ 9,900.00
5	200	CY	Haul and deposit excess cut to 3223 N. Powell Parkway (3 miles from site)	\$ 66.00	\$ 13,200.00	\$ 36.05	\$ 7,210.00	\$ 11.00	\$ 2,200.00	\$ 37.50	\$ 7,500.00	\$ 9.50	\$ 1,900.00
6	2	EA	Remove existing 4" caliper tree	\$ 600.00	\$ 1,200.00	\$ 257.50	\$ 515.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00
7	50	LF	Grind and remove existing Fire Lane striping from existing concrete, complete and in place.	\$ 2.25	\$ 112.50	\$ 20.60	\$ 1,030.00	\$ 12.00	\$ 600.00	\$ 30.00	\$ 1,500.00	\$ 8.00	\$ 400.00
8	1500	SY	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.	\$ 68.50	\$ 102,750.00	\$ 88.58	\$ 132,870.00	\$ 92.00	\$ 138,000.00	\$ 95.16	\$ 142,740.00	\$ 63.00	\$ 94,500.00
9	600	LF	Construct 6" Concrete Curb, complete and in place	\$ 14.50	\$ 8,700.00	\$ 8.24	\$ 4,944.00	\$ 10.00	\$ 6,000.00	\$ 95.00	\$ 51,000.00	\$ 8.00	\$ 4,800.00
10	1	LS	Install Parking Lot Striping for 44 standard 20' long parking spaces, with white reflective traffic paint, complete and in place.	\$ 1,185.00	\$ 1,185.00	\$ 4,738.00	\$ 4,738.00	\$ 5,730.00	\$ 5,730.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
11	1	LS	Install 500 LF of Red Fire Lane Striping on concrete pavement, complete and in place.	\$ 672.00	\$ 672.00	\$ 2,844.00	\$ 2,844.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00
12	1	LS	Contractor to install all erosion control equipment and materials required to meet SWPPP requirements and maintain erosion control devices for the duration of construction activity.	\$ 4,200.00	\$ 4,200.00	\$ 3,399.00	\$ 3,399.00	\$ 5,600.00	\$ 5,600.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00
a) BID ALTERNATE A (Project B) – BID ITEMS						Inaccurate Unit Price (20.60x50 = \$1030)							
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1	LS	Additional Bonds, & Insurance	\$ 16,734.00	\$ 16,734.00	\$ 4,875.94	\$ 4,875.94	\$ 12,650.00	\$ 12,650.00		\$ -	\$ 5,000.00	\$ 5,000.00
2	1	LS	Site Preparation, including removal of surface vegetation, fine grading, and compacting existing soil.	\$ 24,300.00	\$ 24,300.00	\$ 11,845.00	\$ 11,845.00	\$ 13,459.00	\$ 13,459.00		\$ -	\$ 1,500.00	\$ 1,500.00
3	85	LF	Sawcut, remove, and dispose of 6" concrete curb complete and in place	\$ 300.00	\$ 25,500.00	\$ 23.69	\$ 2,013.65	\$ 14.00	\$ 1,190.00	\$ 48.00	\$ 3,825.00	\$ 16.50	\$ 1,402.50
4	380	CY	Site Grading, compacted in place. (No fill required)	\$ 42.00	\$ 15,960.00	\$ 28.84	\$ 10,959.20	\$ 17.58	\$ 6,680.40	\$ 28.00	\$ 10,640.00	\$ 18.00	\$ 6,840.00
5	250	CY	Haul and deposit excess cut to 3223 N. Powell Parkway (3 miles from site)	\$ 66.00	\$ 16,500.00	\$ 36.05	\$ 9,012.50	\$ 11.00	\$ 2,750.00	\$ 40.00	\$ 10,000.00	\$ 9.50	\$ 2,375.00
6	2	EA	Remove existing 4" caliper tree.	\$ 600.00	\$ 1,200.00	\$ 257.50	\$ 515.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00
7	40	LF	Grind and remove existing Fire Lane striping from existing concrete, complete and in place.	\$ 2.25	\$ 90.00	\$ 20.60	\$ 824.00	\$ 20.00	\$ 800.00	\$ 31.25	\$ 1,250.00	\$ 8.00	\$ 320.00
8	1500	SY	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.	\$ 68.50	\$ 102,750.00	\$ 88.58	\$ 132,870.00	\$ 92.00	\$ 138,000.00	\$ 95.16	\$ 142,740.00	\$ 63.00	\$ 94,500.00
9	580	LF	Construct 6" Concrete Curb, complete and in place	\$ 14.50	\$ 8,410.00	\$ 8.24	\$ 4,779.20	\$ 9.58	\$ 5,556.40	\$ 85.00	\$ 49,300.00	\$ 8.00	\$ 4,640.00
10	1	LS	Install Parking Lot Striping for 43 standard 20' long parking spaces, with white reflective traffic paint, complete and in place.	\$ 1,157.00	\$ 1,157.00	\$ 4,944.00	\$ 4,944.00	\$ 5,900.00	\$ 5,900.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
11	1	LS	Install 500 LF of Red Fire Lane Striping on concrete pavement, complete and in place.	\$ 672.00	\$ 672.00	\$ 2,832.50	\$ 2,832.50	\$ 1,982.00	\$ 1,982.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00
12	1	LS	Contractor to install all erosion control equipment and materials required to meet SWPPP requirements and maintain erosion control devices for the duration of construction activity.	\$ 4,200.00	\$ 4,200.00	\$ 3,399.00	\$ 3,399.00	\$ 4,239.00	\$ 4,239.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00
Calculated Total				(Project C) – Total	\$ 122,572.00	(Project C) – Total	\$ 176,726.37	(Project C) – Total	\$ 130,240.00	(Project C) – Total	\$ 179,890.00	(Project C) – Total	\$ 167,432.50
				(Project A) – Total	\$ 199,141.50	(Project A) – Total	\$ 227,280.37	(Project A) – Total	\$ 199,172.50	(Project A) – Total	\$ 262,365.00	(Project A) – Total	\$ 126,732.50
				(Project B) – Total	\$ 217,473.00	(Project B) – Total	\$ 188,869.89	(Project B) – Total	\$ 193,806.80	(Project B) – Total	\$ 232,255.00	(Project B) – Total	\$ 123,577.50
Calculated Project Total					\$ 539,186.50		\$ 592,876.63		\$ 523,219.30		\$ 674,510.00		\$ 437,742.50
Total Submitted by Contractor (if different from calculated total)				(Project C) – Total	\$ 176,726.37	(Project C) – Total	\$ 176,726.37	(Project C) – Total	\$ 199,411.00	(Project C) – Total	\$ 199,411.00	(Project C) – Total	\$ 199,411.00
				(Project A) – Total	\$ 217,020.37	(Project A) – Total	\$ 217,020.37	(Project A) – Total	\$ 264,080.00	(Project A) – Total	\$ 264,080.00	(Project A) – Total	\$ 264,080.00
				(Project B) – Total	\$ 188,869.89	(Project B) – Total	\$ 188,869.89	(Project B) – Total	\$ 240,616.00	(Project B) – Total	\$ 240,616.00	(Project B) – Total	\$ 240,616.00
Project Total Submitted by Contractor							\$ 582,616.63				\$ 704,117.00		

BID SUMMARY
Bids Received at 3:00 p.m., Friday, March 03, 2023

<u>Contractor</u>	<u>Base Bid C</u>	<u>A</u>	<u>B</u>	<u>Bid Bond</u>	<u>Sub-Total</u>	<u>Contingency</u>	<u>Grand Total</u>
Ratliff Hardscape, Ltd	\$ 122,572.00	\$ 199,141.50	\$ 217,473.00	Yes	\$ 539,186.50	\$ 20,000.00	\$ 559,186.50
308 Construction	\$ 176,726.37	\$ 217,020.37	\$ 188,869.89	Yes	\$ 582,616.63	\$ 20,000.00	\$ 602,616.63
Don Smith Concrete LLC.	\$ 130,240.00	\$ 199,172.50	\$ 193,806.80	Yes	\$ 523,219.30	\$ 20,000.00	\$ 543,219.30
ONO CONTRACTING, INC.	\$ 199,411.00	\$ 264,090.00	\$ 240,616.00	Yes	\$ 704,117.00	\$ 20,000.00	\$ 724,117.00
Piazza Construction	\$ 187,432.50	\$ 126,732.50	\$ 123,577.50	Yes	\$ 437,742.50	\$ 20,000.00	\$ 457,742.50

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDED THE MUNICIPAL COMPLEX PARKING EXPANSION PROJECT TO CALD & A CONSULTING, LLC, IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS AND FIFTY CENTS (\$457,742.50); 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, Piazza Construction 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 Piazza Construction, in an amount not to exceed \$437,742.50, with an additional \$20,000.00 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 March 2023.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

BID PROPOSAL FOR City Municipality Parking Improvements															
(A) BASE BID (Project C) - BID ITEMS			RailPac Hardware, LLC		B&B Construction		Don Smith Concrete LLC		DND CONTRACTING, INC.		Pleasant Construction				
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	1	LS	Mobilization, Bonds, & Insurance	\$	12,000.00	\$	12,000.00	\$	8,400.00	\$	8,400.00	\$	-		
2	1	LS	Site Preparation, including removal of surface vegetation, landscape bedding, and small bushes, fine grading, and compacting existing gravel parking surface	\$	15,000.00	\$	15,000.00	\$	22,000.00	\$	22,000.00	\$	21,000.00		
3	35	SF	Remove, remove, and dispose of 8" concrete curb, complete and in place	\$	30.00	\$	2,250.00	\$	10.00	\$	1,125.00	\$	40.00		
4	25	SF	Remove, remove, and dispose of existing 4" concrete light duty sidewalk, complete and in place	\$	30.00	\$	1,125.00	\$	23.00	\$	825.00	\$	11.00		
5	1	LS	Remove irrigation heads, cap irrigation lines, and relocate irrigation heads as necessary	\$	5,000.00	\$	5,000.00	\$	2,000.00	\$	2,000.00	\$	5,000.00		
6	915	SF	Construct 8-inch thick, 4,000 PSI, Light Duty Reinforced Concrete Parking Lot and Drive Aides with number 4 bars @ 18" O.C.E.W., complete and in place	\$	65.00	\$	59,475.00	\$	68.00	\$	61,140.00	\$	108.00		
7	400	SF	Construct 6" Concrete Curb, complete and in place	\$	14.00	\$	5,600.00	\$	8.00	\$	3,200.00	\$	9.00		
8	1	LS	Install Parking Lot Striping for 24 standard 20' long parking spaces and one 20' long 8' wide crosswalk, with white reflective traffic paint, complete and in place	\$	1,813.00	\$	1,813.00	\$	2,075.00	\$	2,075.00	\$	3,000.00		
9	900	SF	Place topsoil to depth of 2 inches, fine grade, and reseed disturbed areas	\$	5.00	\$	4,500.00	\$	8.00	\$	7,200.00	\$	4.40		
10	1	LS	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	\$	4,200.00	\$	4,200.00	\$	3,900.00	\$	3,900.00	\$	7,000.00		
(B) BID ALTERNATE A (Project A) - BID ITEMS															
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	1	LS	Additional Bonds, & Insurance	\$	16,075.00	\$	16,075.00	\$	5,800.00	\$	5,800.00	\$	-		
2	1	LS	Site Preparation, including removal of surface vegetation, fine grading, and compacting existing soil	\$	24,000.00	\$	24,000.00	\$	41,200.00	\$	41,200.00	\$	13,100.00		
3	100	SF	Remove, remove, and dispose of 8" concrete curb, complete and in place	\$	30.00	\$	3,000.00	\$	10.00	\$	1,000.00	\$	40.00		
4	500	CY	Site Grading, compacted in place, (No fill required)	\$	40.00	\$	20,000.00	\$	20.00	\$	10,000.00	\$	28.00		
5	200	CY	Fill and deposit excess cut to 2023 N. Grand Parkway (2 miles from site)	\$	65.00	\$	13,000.00	\$	36.00	\$	7,200.00	\$	37.00		
6	2	EA	Remove existing 4" caliper tree	\$	400.00	\$	800.00	\$	257.00	\$	514.00	\$	500.00		
7	50	SF	Grind and remove existing Fire Lane striping from existing concrete, complete and in place	\$	2.00	\$	100.00	\$	20.00	\$	1,000.00	\$	30.00		
8	1500	SF	Construct 8-inch thick, 4,000 PSI, Light Duty Reinforced Concrete Parking Lot and Drive Aides with number 4 bars @ 18" O.C.E.W., complete and in place	\$	65.00	\$	97,500.00	\$	68.00	\$	102,000.00	\$	90.14		
9	900	SF	Construct 6" Concrete Curb, complete and in place	\$	14.00	\$	12,600.00	\$	8.00	\$	7,200.00	\$	90.00		
10	1	LS	Install Parking Lot Striping for 44 standard 20' long parking spaces, with white reflective traffic paint, complete and in place	\$	1,140.00	\$	1,140.00	\$	4,700.00	\$	4,700.00	\$	90.00		
11	1	LS	Install 500 LF of Red Fire Lane Striping on concrete pavement, complete and in place	\$	875.00	\$	875.00	\$	2,844.00	\$	2,844.00	\$	3,000.00		
12	1	LS	Contractor to install all erosion control equipment and materials required to meet SWPPP requirements and maintain erosion control devices for the duration of construction activity	\$	4,200.00	\$	4,200.00	\$	3,900.00	\$	3,900.00	\$	7,000.00		
(B) BID ALTERNATE B (Project B) - BID ITEMS															
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	1	LS	Additional Bonds, & Insurance	\$	16,750.00	\$	16,750.00	\$	6,875.00	\$	6,875.00	\$	-		
2	1	LS	Site Preparation, including removal of surface vegetation, fine grading, and compacting existing soil	\$	24,000.00	\$	24,000.00	\$	11,845.00	\$	11,845.00	\$	-		
3	85	SF	Remove, remove, and dispose of 8" concrete curb, complete and in place	\$	30.00	\$	2,550.00	\$	23.00	\$	1,955.00	\$	40.00		
4	300	CY	Site Grading, compacted in place, (No fill required)	\$	40.00	\$	12,000.00	\$	28.00	\$	8,400.00	\$	28.00		
5	250	CY	Fill and deposit excess cut to 2023 N. Grand Parkway (2 miles from site)	\$	65.00	\$	16,250.00	\$	36.00	\$	9,000.00	\$	40.00		
6	2	EA	Remove existing 4" caliper tree	\$	400.00	\$	800.00	\$	257.00	\$	514.00	\$	500.00		
7	40	SF	Grind and remove existing Fire Lane striping from existing concrete, complete and in place	\$	2.00	\$	80.00	\$	20.00	\$	800.00	\$	30.00		
8	1500	SF	Construct 8-inch thick, 4,000 PSI, Light Duty Reinforced Concrete Parking Lot and Drive Aides with number 4 bars @ 18" O.C.E.W., complete and in place	\$	65.00	\$	97,500.00	\$	68.00	\$	102,000.00	\$	90.14		
9	900	SF	Construct 6" Concrete Curb, complete and in place	\$	14.00	\$	12,600.00	\$	8.00	\$	7,200.00	\$	90.00		
10	1	LS	Install Parking Lot Striping for 40 standard 20' long parking spaces, with white reflective traffic paint, complete and in place	\$	1,107.00	\$	1,107.00	\$	4,944.00	\$	4,944.00	\$	90.00		
11	1	LS	Install 500 LF of Red Fire Lane Striping on concrete pavement, complete and in place	\$	875.00	\$	875.00	\$	2,802.00	\$	2,802.00	\$	3,000.00		
12	1	LS	Contractor to install all erosion control equipment and materials required to meet SWPPP requirements and maintain erosion control devices for the duration of construction activity	\$	4,200.00	\$	4,200.00	\$	3,900.00	\$	3,900.00	\$	7,000.00		
Calculated Total				(Project C) - Total	\$	122,875.00	(Project C) - Total	\$	119,738.00	(Project C) - Total	\$	119,600.00	(Project C) - Total	\$	117,400.00
Calculated Project Total				(Project A) - Total	\$	188,147.00	(Project A) - Total	\$	227,280.00	(Project A) - Total	\$	262,580.00	(Project A) - Total	\$	228,750.00
				(Project B) - Total	\$	117,475.00	(Project B) - Total	\$	138,000.00	(Project B) - Total	\$	201,100.00	(Project B) - Total	\$	213,675.00
					\$	106,348.00		\$	162,474.00		\$	274,610.00		\$	497,763.00
Total Submitted by Contractor (different from calculated total)				(Project C) - Total	\$	119,738.00	(Project C) - Total	\$	119,738.00	(Project C) - Total	\$	119,600.00	(Project C) - Total	\$	117,400.00
Project Total Submitted by Contractor				(Project A) - Total	\$	227,280.00	(Project A) - Total	\$	227,280.00	(Project A) - Total	\$	262,580.00	(Project A) - Total	\$	228,750.00
				(Project B) - Total	\$	138,000.00	(Project B) - Total	\$	138,000.00	(Project B) - Total	\$	201,100.00	(Project B) - Total	\$	213,675.00
					\$	162,474.00		\$	162,474.00		\$	274,610.00		\$	497,763.00

CITY OF ANNA

ORDINANCE NO.

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.

WHEREAS, on September 13, 2022, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing as required under Texas Local Gov't Code §102.106, and in accordance with applicable provisions of the City of Anna, Texas Home-Rule Charter ("Charter"), adopted a budget of all municipal appropriations and expenditures for the 2022-2023 fiscal year; and

WHEREAS, the City is authorized to make this budget amendment by majority vote of the City Council under Section 7.09 of the Charter;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City officially finds, determines, and declares that the City of Anna 2022-2023 fiscal year budget is hereby amended with respect to its Non-Bond Capital Improvement Fund as set forth in the original budget adopted under Ordinance No. 1002-2022 by replacing the information regarding said funds with the information relating to said funds set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 4. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna 2022-2023 fiscal year budget in all places where said budget is filed as of public record or posted for public inspection.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 14th day of March, 2023.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

CITY OF ANNA
DETAIL OF RECOMMENDED FY2022-23 BUDGET AMENDMENTS

NON-BOND CAPITAL PROJECTS FUND**Expense:**

Project No.	Project Name	Budget	Change	Revised Budget
202X-0288	City Hall Municipal Complex (Expanded parking)	\$ 400,000	\$ 60,000	\$ 460,000

Justification:

The new Municipal Complex will provide a centralized location to interact with all City services except for Public Works. Funding in excess of General Fund fund balance requirements will be used in FY2023 to add additional parking, including secured parking for Police.



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution from the City Council of the City of Anna, Texas, approving a waiver request from the Pecan Grove Homeowner's Association and authorizing the City Manager to execute an agreement in a form approved by the City Attorney for the waiver of impact fees related to the construction of a new amenity in the Pecan Grove neighborhood. (Interim Assistant City Manager Greg Peters, P.E.)

SUMMARY:

The Pecan Grove Homeowner's Association is seeking to construct a new amenity in the Pecan Grove neighborhood, which includes a new swimming pool for the neighbors residing in Pecan Grove. The subdivision is now built-out, and the original developer of the project is no longer managing the Homeowner's Association, or any development or improvements within the neighborhood. As such, the Homeowner's Association is funding the design and construction of the amenity - the project is not being completed by the developer.

A rendering of the proposed amenity is attached as Exhibit A, and the municipal fees the HOA is required to pay to the City for the project are shown in the fee sheet attached as Exhibit B. The Pecan Grove Homeowners Association is requesting the City Council to consider granting a waiver of the water and wastewater impact fees for the project.

In accordance with Article 9.08 Impact Fees, section 9.08.006 Credits and Offsets, subsection 9.08.006(g)(3), "the City, at its sole discretion, may authorize alternative credit or offset agreements upon request by the property owner in accordance with guidelines promulgated by the City Council."

Currently there are no proposed development agreements or subdivision improvement agreements by and between the City of Anna and the Pecan Grove HOA. Based on that, staff is processing this request as a waiver request made by the HOA to the City Council. The HOA has submitted a letter requesting the waiver, which is attached as Exhibit C.

Some of the key factors for the request are listed in the bullet points below:

- Nature of the request: request to waive water and sewer impact fees
- Financial component of the request: \$22,267.00 (\$15,334 - water, \$6,933 - sewer)
- Unique Reason/Hardship faced by the requestor: the HOA amenity was not constructed by the developer, and the impact fees were not paid by the developer. This cost is now falling on the homeowners through their Homeowners Association.
- Timing of construction of the improvements: The HOA plans to open the pool in May of this year.

Staff reviewed the request and determined that this is a very unique situation which is uncommon for an amenity center in a neighborhood. Staff's findings include:

- Amenity centers in residential neighborhoods are usually constructed by the developer as a

part of the construction phase of the project.

- The HOA is not requesting the City to waive inspection fees, permit fees, or plan review fees - which are fees that go directly into the General Fund to fund the staff positions who perform this work.
- Approval of the waiver of impact fees will not impact the City's operating budget.
- The dollar amount of the impact fees is not at a level where the waiver would prevent the City from moving forward with upcoming water and sewer capital projects.
- The nature of this request is very specific - and it is unlikely for the City to receive more requests of this specific nature in the future, as the impact fees associated with amenity centers are typically paid by the developer, and the amenity is typically constructed prior to the HOA being homeowner controlled.
- Approval of the request would fit with 2 of the City Council's Strategic Plan Outcomes: active (swimming pool is an active place neighbors can exercise and be active outside), and neighborly (approval of the request would have a positive impact on the neighborhood's ability to successfully create a communal space for neighbors residing in Pecan Grove)

Based on the findings listed above, staff is recommending approval of the waiver request as shown in the attached resolution. The waiver request is specific to the swimming pool amenity project. If the project is not constructed, any future consideration of waiving fees for a different amenity or improvement on the property would require City Council approval.

If the City Council approves the attached resolution, the City Manager or his/her designee will coordinate with the City Attorney and the Pecan Grove Homeowners Association to craft and execute a formal agreement. Said agreement will then be filed with the City Secretary.

FINANCIAL IMPACT:

This item has the potential financial impact of the City not receiving \$15,334 in water impact fees and \$6,933 in sewer impact fees.

BACKGROUND:

The Pecan Grove Homeowners Association was recently taken over by the homeowners in the neighborhood, as the project is 100% built-out and complete. The developers and homebuilders of the neighborhood are no longer involved in the HOA.

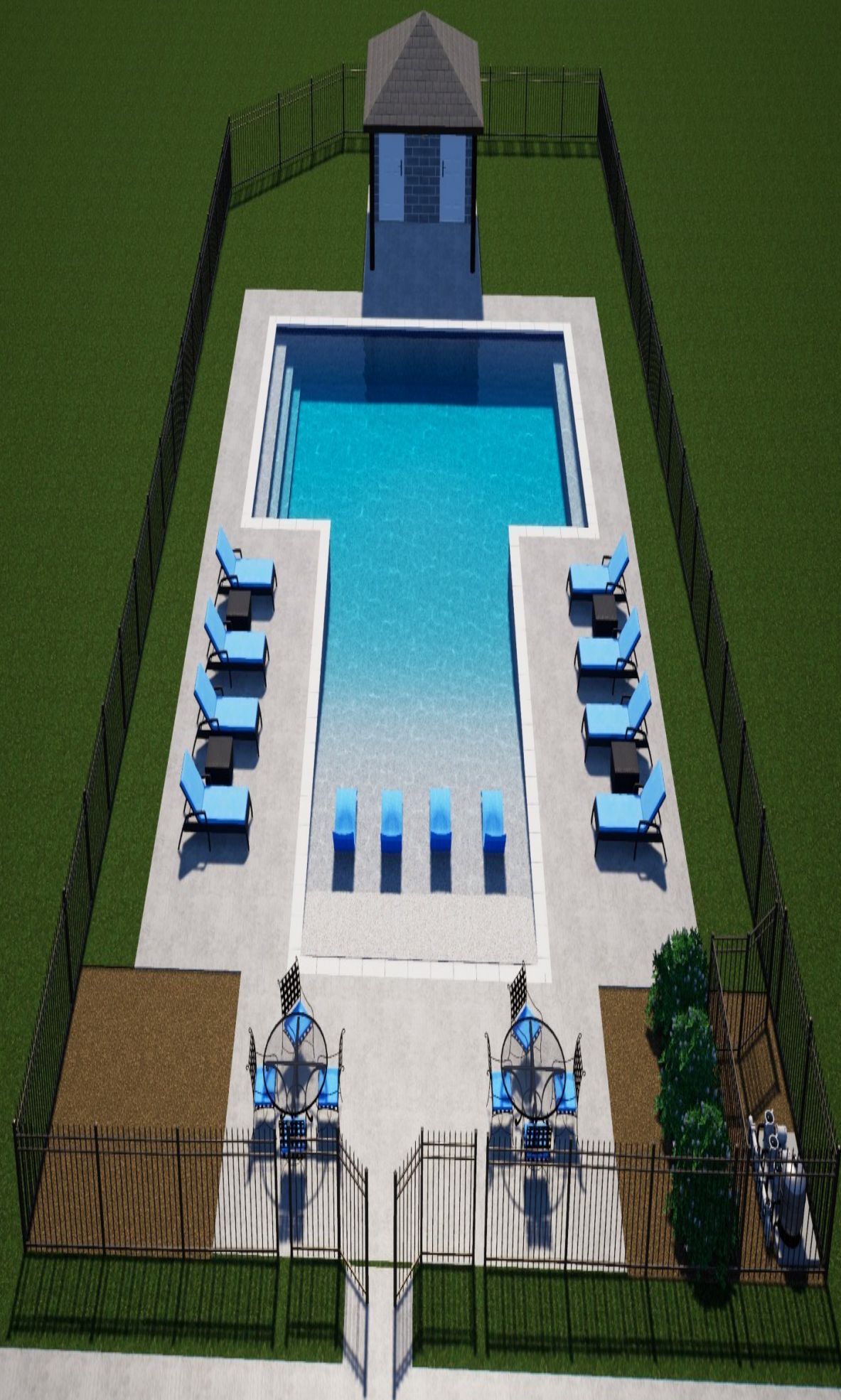
STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Active.

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Neighborly.

ATTACHMENTS:

1. Exhibit A - Pecan Gove HOA Pool Rendering
2. Exhibit B - building fee sheet - Pecan Grove HOA Pool
3. Exhibit C - Waiver Request from Pecan Grove HOA
4. Resolution - Pecan Grove HOA Waiver Request



	City of Anna							
	Building Department							
	3223 N Powell Parkway							
	Anna, Texas 75409							
Pecan Grove HOA Pool								
1" Impact Fee (water)	\$ 7,667.00							
1" Impact Fee (sewer)	\$ 6,933.00							
1" Impact Fee Irrigation (water)	\$ 7,667.00							
	\$ 22,267.00							
Building Application	\$ 60.00							
Building Permit & Plan Review (289 sf bldg)	\$ 202.30	Plan Review (\$.20 per sf) & Building Permit (\$.50 per SF of enclosed area)						
Mechanical, Electrical, & Plumbing Permits (MEP's)	\$ 375.00							
Dumpster Enclosure Permit	N/A							
Certificate of Occupancy	\$ 100.00							
Irrigation	\$ 250.00							
Sewer Camera Fee	\$ 100.00							
1" Water Tap Fee	\$ 750.00							
1" Water Tap Fee (irrigation)	\$ 750.00							
4" Sewer Tap Fee	\$ 750.00							
	\$ 3,337.30							
1" Water Meter Deposit	\$ 200.00							
1" Meter Set fee	\$ 410.00							
1" Water Meter Deposit (Irrigation)	\$ 200.00							
1" Meter Set Fee	\$ 410.00							
	\$ 1,220.00							
Please pay the high-lighted amounts with separate checks								
* Signage, Retaining Wall, and Fencing permits require separate Building applications/fees								

Subject: Request to City of Anna Council for waiver of water/sewer impact fees for HOA amenity

City of Anna Council Members-

Thank you for your time and consideration of this request. I am writing on behalf of the Pecan Grove Estates Homeowners Association. The community was developed by Skorborg and in the last stages of development they planned to construct a splash pad located on Cherry Blossom in a vacant lot the developer could not use for a dwelling. The community responded that they would prefer a second pool (as the first was much too small for a community of this size) and would pay the difference for the construction cost. Instead, the developer gifted the HOA the funds they would have used for the splash pad before turning the community over to homeowner control of the Board.

This amount did not include the impact fees for the water meter(s) that would be needed. It was brought to our attention last week that these fees would be approximately \$22,267.00, which would now fall on the homeowners. As this is a community that just transitioned to homeowner control, the Board respectfully requests the council to consider a waiver of the water and sewer impact fees as the cost is a significant amount to an HOA. The pool should be completed by May and this added cost could impact the completion of the amenity and will cost the homeowners more money that should have been paid for by the developer.

I have included the renderings of the completed amenity for your review. I am available for any questions, concerns, or requests regarding this topic anytime.

Respectfully,

A handwritten signature in black ink that reads "Brittany Maxwell". The script is cursive and fluid.

Brittany Maxwell

Community Association Manager

Neighborhood Management, Inc.

Agent for Pecan Grove Estates Homeowners Association Board of Directors

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PECAN GROVE HOMEOWNERS ASSOCIATION FOR THE WAIVER OF WATER AND SEWER IMPACT FEES FOR THE PECAN GROVE HOMEOWNERS ASSOCIATION POOL AMENITY LOCATED AT 1004 CHERRY BLOSSOM STREET, IN A FORM APPROVED BY THE CITY ATTORNEY.

WHEREAS, in the City of Anna Code of Ordinances, Article 9.08 Impact Fees, section 9.08.006 Credits and Offsets, subsection 9.08.006(g)(3) states, “the City, at its sole discretion, may authorize alternative credit or offset agreements upon request by the property owner in accordance with guidelines promulgated by the City Council.”

WHEREAS, the City Council of the City of Anna, Texas (the “City Council”) finds that the waiver request from the Pecan Grove Homeowners Association attached hereto demonstrates unique and specific hardships and circumstances which warrant the waiver of impact fees for the proposed project; and

WHEREAS, the City Manager or his/her designee shall work with the City Attorney and the Pecan Grove Homeowner’s Association to craft an impact fee waiver agreement for execution by the City Manager and an authorized representative for the Pecan Grove Homeowner’s Association; and

WHEREAS, said agreement shall specifically waive the water and wastewater impact fees shown in the fee sheet attached hereto, totaling \$22,267; and

WHEREAS, upon execution of the agreement, the City Manager or his/her designee shall file an executed copy of the agreement with the City Secretary.

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. Waiver Amount.

The City Council finds that the Pecan Grove Homeowners Association Pool Amenity Project located at 1004 Cherry Blossom Drive shall receive a waiver of water and sewer impact fees in an amount not to exceed \$22,267.

Section 3. Authorization of Agreement

The City Manager is hereby authorized to execute an agreement by and between the City of Anna and the Pecan Grove Homeowners Association for the waiver of impact fees in a form approved by the City Attorney.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of March 2023.

ATTEST:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike

Exhibit A

Subject: Request to City of Anna Council for waiver of water/sewer impact fees for HOA amenity

City of Anna Council Members-

Thank you for your time and consideration of this request. I am writing on behalf of the Pecan Grove Estates Homeowners Association. The community was developed by Skoburg and in the last stages of development they planned to construct a splash pad located on Cherry Blossom in a vacant lot the developer could not use for a dwelling. The community responded that they would prefer a second pool (as the first was much too small for a community of this size) and would pay the difference for the construction cost. Instead, the developer gifted the HOA the funds they would have used for the splash pad before turning the community over to homeowner control of the Board.

This amount did not include the impact fees for the water meter(s) that would be needed. It was brought to our attention last week that these fees would be approximately \$22,267.00, which would now fall on the homeowners. As this is a community that just transitioned to homeowner control, the Board respectfully requests the council to consider a waiver of the water and sewer impact fees as the cost is a significant amount to an HOA. The pool should be completed by May and this added cost could impact the completion of the amenity and will cost the homeowners more money that should have been paid for by the developer.

I have included the renderings of the completed amenity for your review. I am available for any questions, concerns, or requests regarding this topic anytime.

Respectfully,



Brittany Maxwell

Community Association Manager

Neighborhood Management, Inc.

Agent for Pecan Grove Estates Homeowners Association Board of Directors

Exhibit B

		City of Anna						
		Building Department						
		3223 N Powell Parkway						
		Anna, Texas 75409						
Pecan Grove HOA Pool								
1" Impact Fee (water)		\$ 7,667.00						
1" Impact Fee (sewer)		\$ 6,933.00						
1" Impact Fee Irrigation (water)		\$ 7,667.00						
		\$ 22,267.00						
Building Application		\$ 60.00						
Building Permit & Plan Review (289 sf bldg)		\$ 202.30						
Mechanical, Electrical, & Plumbing Permits (MEP's)		\$ 375.00						
Dumpster Enclosure Permit		N/A						
Certificate of Occupancy		\$ 100.00						
Irrigation		\$ 250.00						
Sewer Camera Fee		\$ 100.00						
1" Water Tap Fee		\$ 750.00						
1" Water Tap Fee (Irrigation)		\$ 750.00						
4" Sewer Tap Fee		\$ 750.00						
		\$ 3,337.30						
1" Water Meter Deposit		\$ 200.00						
1" Meter Set fee		\$ 410.00						
1" Water Meter Deposit (Irrigation)		\$ 200.00						
1" Meter Set Fee		\$ 410.00						
		\$ 1,220.00						
Please pay the high-lighted amounts with separate checks								



Item No. 8.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ryan Henderson

AGENDA ITEM:
Future Agenda Consideration

SUMMARY:
For future agenda items to be discussed

FINANCIAL IMPACT:
This item has no financial impact.

BACKGROUND:
Resolution

STRATEGIC CONNECTIONS:
This item has no strategic connection.

ATTACHMENTS:



Item No. 8.a.

City Council Agenda
Staff Report

Meeting Date: 3/14/2023
Staff Contact: Ryan Henderson

AGENDA ITEM:

Consider/Discuss/Action on Work Session Item for Future Agenda: Golf Cart Ordinance
(Councilman Kevin Toten)

SUMMARY:

Councilman Toten has asked that an item be placed on a future agenda to discuss the merits of establishing a golf cart ordinance in the City of Anna.

Per Resolution 2008-01-04, a Council member may request that an item listed under "Future Agenda Consideration" be placed on a future meeting agenda. Such requests must be made in the form of a motion. The item will be placed on a future agenda only if the motion is approved by a minimum of three Council members.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

A discussion on establishing a golf cart ordinance has been requested by Councilman Toten. For items to be placed on a future agenda, a majority vote will need to approve.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Exhibit 1 - Memorandum 23-112 Process for Requesting Items on City Council Agendas



Memorandum

Memorandum No: 23-112

Date: February 27, 2023
To: Honorable Mayor and City Council
From: Ryan Henderson, Interim City Manager
Re: Process for Requesting Items on City Council Agendas

I want to take this opportunity to provide the governing documents that outline the process for requesting that an item be placed on an agenda by members of the City Council.

Attached is Ordinance 930-2021 Amending Regulations Relating to Governance and Personnel Procedures. Section 4 of the Ordinance references Resolution No. 2021-04-902 (inclusive of edits to the Governance Guide). I have also attached Resolution No. 2008-01-04 which is referenced in Resolution No. 2021-04-902, and further outlines the process that City Council members may take to place an item on the agenda for future consideration.

Please let me know if you have any questions.

Attachments:

Exhibit 1– Ord. 930-2021 Amending Regulations Relating to Governance and Personnel Procedures

Exhibit 2 – Resolution No. 2021-04-902 (Governance Guide)

Exhibit 3 – Resolution No. 2008-01-04

c: Taylor Lough, Assistant City Manager
Greg Peters, Interim Assistant City Manager
Clark McCoy, City Attorney
Carrie Land, City Secretary

CITY OF ANNA, TEXAS

ORDINANCE NO. 930-2021

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING REGULATIONS RELATING TO GOVERNANCE AND PERSONNEL PROCEDURES; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS, SEVERABILITY, AND REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Anna City Code of Ordinances Article 2.07 and the City of Anna Governance Guide 2021 regulate certain Council procedures and protocols and such regulations are intended to be reviewed and periodically updated; and

WHEREAS, the Council finds that the following amendments to the above-described regulations are in the furtherance of good governance and contribute to the health, safety and welfare of the public;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Anna Code Section 2.07.004.

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Section 2.07.004 (Interaction with city staff) of Article 2.07 (CODE OF ETHICS):

Sec. 2.07.004 Interaction with city staff and others

(a) City council members' and Board members' interaction with the City Manager, ~~or staff, and others~~ must recognize the lack of authority in any individual City Council member, Board member or group of City Council members or Board members except when explicitly authorized by the City Council or Board.

(b) City council members and Board members will not make public individual judgments of the performance of the City Manager, his staff, the city attorney, the

city secretary, or the municipal judge except as authorized by city policy, ordinance, or the city charter.

(c) City council members and Board members may not attempt to coerce or intimidate city employees, interfere with city employees' duties, or otherwise circumvent the authority of the City Manager.

(d) City council members and Board members shall not communicate in any manner with any city employee, appointive administrative officer, city volunteer in active service to a city department, or other person that the City Manager may directly or indirectly appoint, remove, suspend, discipline, supervise or otherwise control under the City of Anna Home Rule Charter section 4.01.(f) and/or the City of Anna Personnel Policy Manual (collectively, "City Personnel") if such communication is in violation of this subsection. Communications in violation of this subsection include communications that relate in any manner, directly or indirectly, to city business, city operations, city departments, city management, city services, city finances or investments, city policies, city ordinances, city regulations, city communications or media, citizen complaints or communications, public relations, marketing, economic or community development, grants or incentives, parks, issues involving safety or security, planning matters, personnel matters, work conditions, staffing, personal/private affairs or circumstances, facilities, utilities, real or personal property, land use, annexation, zoning, development, easements, or any other topic not listed here that involves or could involve city-related matters (collectively, "staff communications"). In addition, City Council members and Board members shall not engage in any conduct that could potentially result in a violation of City of Anna Personnel Policy Manual section 104.03.3. Notwithstanding the foregoing, it is not a violation of this subsection if:

(1) a City Council member or a Board member is given advance permission to engage in certain staff communications to the extent provided by a majority vote of the City Council or to the extent provided in writing by the City Manager;

(2) to the extent permission is provided in writing by the City Manager, a member of the Planning & Zoning Commission communicates with the City Planning Director as necessary for the member and Planning Director to discharge their governmental functions and otherwise transact city business;

(3) to the extent permission is provided in writing by the City Manager, a member of the Board of Adjustment communicates with the City Planning Director as necessary for the member and Planning Director to discharge their governmental functions and otherwise transact city business;

(4) to the extent permission is provided in writing by the City Manager, a member of the Anna Economic Development Corporation, the Anna Community Development Corporation, the Anna Housing Finance Corporation, or the Anna Public Facility Corporation communicates with the City Economic Development Director and/or Economic Development Manager as necessary for the member and

Economic Development Director and/or Economic Development Manager to discharge their governmental functions and otherwise transact city business;

(5) a City Council member communicates with City Personnel during a publicly noticed City Council meeting in open or closed session in the presence of the City Manager or the City Manager's designee attending the meeting in the absence of the City Manager;

(6) a Board member communicates with City Personnel during a publicly noticed meeting of that Board in open or closed session in the presence of City Personnel who have been designated to interact with Board members during such meeting;

(7) a City Council member or a Board member communicates with City Personnel during an event or function that is open to the public provided that any such communication relates solely to the purpose or activities of such event or function;

(8) a City Council member or a Board member communicates with City Personnel as part of any application or proceeding that any other member of the public may apply for or participate in including but not limited to applications for utility service, development/building permits, payment of bills, proceedings in municipal court, proceedings before the City Council or a Board; provided, however, that a City Council member or a Board member must comply with the restrictions under Section 2.07.001 and all communications permitted under this subsection must be limited to those related and incident to such an application or proceeding;

(9) a City Council member or a Board member exchanges greetings, pleasantries, "small talk" or other conversation that is unrelated to any City-related issue; or

(10) a City Council member or a Board member requests and receives a written opinion from the City Attorney that the proposed communication does not violate this subsection provided that the written opinion is obtained in advance of the communication.

(e) City council members and Board members are subject to the following listed provisions of the City of Anna Personnel Policy Manual to the same extent such policies are applicable to city employees and any violation of any such provision by a City Council member or a Board member is deemed to be a violation of this section: section 104.11; section 104.13; and 104.14.

(Ordinance 777-2018, sec. 1.04, adopted 7/24/18; Ordinance _____, adopted _____)

Section 3. Amendment to Anna Code Section 2.07.011.

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Section 2.07.011 (Civil fine) of Article 2.07 (CODE OF

ETHICS):

Sec. 2.07.011 Penalty; Enforcement-Civil fine

Any person, whether or not a city official, who knowingly and willfully violates any portion of this ~~article 2.07-code of ethics~~ is subject to a fine in accordance with the general penalty provided in section 1.01.009 of this code. ~~The civil fine under this section may be imposed by a majority of the City Council after holding a public hearing and finding a knowing and willful violation of one or more provisions of this article.~~ In addition, if the City Council finds that a person has violated any portion of this article 2.07, the City Council may by a vote of at least five (5) City Council members: (1) publicly censure the violator; (2) require that the violator pay a civil fine in an amount up to \$500 per violation; and/or (3) require the violator to forfeit their office or membership by any necessary means and if a violator is required to forfeit their office or membership under this section, the violator is not eligible to run for City Council or any Board until the expiration of five (5) years after such forfeiture. Upon any such forfeiture, the violator's office or membership shall be deemed vacant and shall be filled by applicable law. (Ordinance 777-2018, sec. 4, adopted 7/24/18; Ordinance adopting 2019 Code; Ordinance _____, adopted _____)

Section 4. Amendment to Governance Guide.

The City of Anna, Texas Governance Guide 2021 ("Governance Guide"), adopted under City of Anna Resolution No. 2021-04-902, is hereby amended as follows:

1. Mayor and City Council Protocol Operating Guidelines. Under **Protocol 4**, all references to "Ordinance 2008-01-04" are amended to read: "Resolution No. 2008-01-04."
2. Mayor and City Council Protocol Operating Guidelines. Under **Protocol 7**, a new Section C is added to read: "C. Any contact between Council/Board Members with employees, staff or volunteers must be in full compliance with Anna City Code of Ordinances Section 2.07.004."

City staff is directed to: (1) modify the Governance Guide as shown above; (2) note the date as "Current as of August 24, 2021" on the cover page of the Governance Guide; and (3) distribute copies of the updated Governance Guide to the Mayor and City Council noting that it supersedes the version adopted in April 2021.

Section 5. Savings, Severability, and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City

declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this 24th day of August 2021 to be effective immediately.

APPROVE:



Nate Pike, Mayor



ATTEST:



Carrie L. Land, City Secretary

CITY OF ANNA, TEXAS
RESOLUTION NO. 2021-04-902

A RESOLUTION OF THE CITY OF ANNA, TEXAS ADOPTING THE CITY OF ANNA GOVERNANCE GUIDE 2021

WHEREAS, the City Council of the City of Anna, Texas ("City Council") working together through a collaborative process, has developed a Governance Guide that provides for certain protocols and instructions for how City Council is to work and communicate with City Staff; and

WHEREAS, the City of Anna Governance Guide 2021 will serve as a guide for conduct between City Council and City Staff, allowing both parties to work together cohesively in effectuating the policy of the City Council;

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

Section 1. Recitals Incorporated

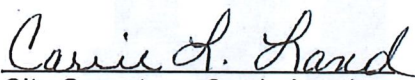
The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Governance Guide Adopted

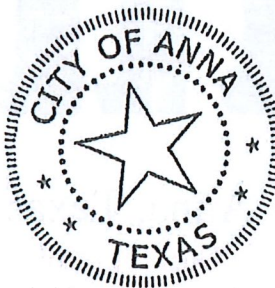
The City Council hereby adopts the Governance Guide attached hereto as Exhibit 1.

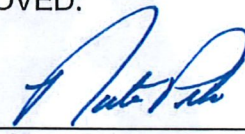
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 27th day of April 2021.

ATTEST:


City Secretary, Carrie Land

APPROVED:




Mayor, Nate Pike

GOVERNANCE GUIDE 2021

Mayor and City Council

THE CITY OF
Anna

Anna, Texas

Current as of
August 24, 2021



Anna House Rules

Our Code of Conduct and Civility

- 1. Respect others: the individual; their ideas, experiences and opinions**
- 2. Respect and honor the roles and responsibilities under the Council-Manager form of city government and the laws of the State of Texas**
- 3. Act in a professional manner**
- 4. Come prepared and educated on the issue by doing your homework**
- 5. Communicate in an open, truthful, honest and direct manner**
- 6. Represent the City, Mayor-Council and the City staff in a positive manner**
- 7. Respect staff role, responsibilities and time**
- 8. Keep confidential information and Executive Sessions confidential**
- 9. Work together as a team and be an active team member**
- 10. Treat others the way that you would be like to be treated**
- 11. Represent all the Anna community**

Mayor and City Council Protocol Operating Guidelines

Protocol 1

Simple Information

1. Contact City Manager or Assistant City Manager
2. Share expectations, timeframe, method of communications

Protocol 2

Research on a Topic

1. Contact City Manager and Assistant City Manager
2. Discuss topics with City Manager
3. If significant time, the City Manager will take the topic to Mayor and City Council

Protocol 3

Neighbor Service Request

- | | |
|---|---|
| <p>A. First Contact</p> <ol style="list-style-type: none">1. Contact City Manager or Assistant City Manager -The City will acknowledge within 24 hours2. City Manager's Office refers request to the appropriate Department Director3. Share expectations on follow-up information and timeframe4. Share how to make request next time | <p>B. Unsatisfied Neighbor</p> <ol style="list-style-type: none">1. "Let me check into it," direct the individual to City Manager2. Contact the City Manager and share your information and expectations |
|---|---|

Protocol 4	Agenda
-------------------	---------------

- | | |
|---|--|
| <p>A. Placing an item</p> <ol style="list-style-type: none"> 1. Contact City Manager before Wednesday 2. If needed, contact two Councilmember to place an item on the agenda 3. If needed, contact Mayor 4. Meeting: Mayor – City Manager Review Agenda | <p>B. Question on item</p> <ol style="list-style-type: none"> 1. Contact City Manager or Assistant City Manager 2. Bring up your questions as soon as possible so City staff can prepare a response 3. Information goes to all 4. City staff may respond before the Council meeting or during their presentations at the Council meeting |
|---|--|
- C. Revert to **Resolution** 2008-01-04
1. If there is conflict with achieving the aim of Protocol A, than any member of the Council will be able to pursue the process of **Resolution** 2008-01-04 to place an item on the agenda.

Protocol 5	Urgent Information
-------------------	---------------------------

1. City Manager to get to Mayor and City Councilmember
2. If you desire more information, contact the City Manager

Protocol 6	Communications: Council and Staff
-------------------	--

1. The City Manager will send the information to all – Mayor and Councilmembers
2. Avoid sharing information from one Councilmember to another Councilmember

Protocol 7	Employee Contact
-------------------	-------------------------

- | | |
|--|--|
| <p>A. Employee initiated</p> <ol style="list-style-type: none"> 1. Contact City Manager 2. If problem with City Manager, contact Mayor | <p>B. Council initiated</p> <ol style="list-style-type: none"> 1. Be social 2. Avoid City issues |
|--|--|
- C. Any contact between Council/Board Members with employees, staff or volunteers must be in full compliance with Anna City Code of Ordinances Section 2.07.004.**

Protocol 8	Email
------------	-------

1. Use phone
2. Avoid "Reply All"

Protocol 9	Representative/Liaison
-------------------	-------------------------------

1. Represent the City's position and adopted policy or direction
2. Avoid individual position or speculating about the Mayor and City Council's position

Protocol 10	Social Media
--------------------	---------------------

1. The City is active on social media
2. Share information provided by the City to inform our Anna community and our neighbors
3. Specify that the posting is not the City of Anna
4. Avoid responding or participate in an online social media dialog or discussion
5. Be careful – you represent the City of Anna in your role as Mayor or Councilmember

CITY OF ANNA, TEXAS

RESOLUTION NO. 2008-01-04

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AMENDING RESOLUTION NO. 2006-09-05 AND ESTABLISHING NEW PROCEDURES FOR CONDUCT OF COUNCIL MEETINGS AND FOR PLACING ITEMS ON COUNCIL MEETING AGENDAS

WHEREAS, the City Council has determined that the efficient and effective conduct of council meetings would be enhanced through more clearly defined policies for conduct of meetings; and

WHEREAS, the City Council has determined that the process for consideration of suggestions by council members for future agenda items should be clarified and better defined;

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

Section 2 of Resolution No. 2006-09-05 is amended and shall henceforth read as follows:

"Section 2. Agendas of Meetings

- a. Under the City Charter of the City of Anna the City Manager sets the agenda for meetings of the City Council [Section 4.01(f)(5)].
- b. An "Agenda Item Request Form" will be made available to Council members requesting that items be placed on the Council agenda. The Agenda Item Request Form must be presented to the City Secretary not less than seven work days prior to the next City Council meeting. Such requests will be placed on the next regular City Council meeting agenda under an item titled "Future Agenda Consideration". A Council member may request that an item listed under Future Agenda Consideration be placed on a future meeting agenda. Such requests must be made in the form of a motion. The item will be placed on a future agenda only if the motion is approved by a minimum of three Council members.
- c. Notwithstanding any provision of this resolution to the contrary, items of an emergency nature shall be permitted to be placed as an agenda item as necessary and in accordance with the Texas Open Meetings Act."

PASSED ON THIS THE 22nd DAY OF January, 2008.

ATTEST:

APPROVED:


City Secretary, Natha Wilkison




Mayor, Kenneth Pelham