

AGENDA



PLANNING AND ZONING COMMISSION

Monday, November 4, 2024 @ 6:00 PM

**Council Chambers at the City of Anna Municipal Complex,
located at 120 W 7th Street, Anna, TX 75409**

The Planning & Zoning Commission of the City of Anna will meet on 11/04/2024 at 6:00 p.m. in the Council Chambers at the City of Anna Municipal Complex, to consider the following items.

If you wish to speak on an Open Session agenda item, please fill out the Speaker Registration Form and turn it in to city staff 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 Planning & Zoning Commission regarding an item on this meeting Agenda that is not scheduled for public hearing. Also, at this time, any person may address the Commission regarding an item that is not on this meeting Agenda. Each person will be allowed up to 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 neighbor's inquiry or to recite existing policy in response to the inquiry.
4. Director's Report
5. Location Map

Consent Items

6. Approve Minutes of the October 07, 2024, Planning & Zoning Commission Meeting
7. Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan (SP 24-0006)
Owner: David Claassen - Anna 31 Retail LP
8. Approve a Resolution regarding the Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat (CVP 24-0005)
Owner: Minnows LTD
9. Approve a Resolution regarding the Blacklock Storage, Block A, Lot 1, Site Plan (SP 24-0005)
Owner: Ashton Commercial Construction LLC
10. Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat (CVP 24-0004)
Owner: Anna 18 LLC/MJLA Adams LTD
11. Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat (PP 24-0012)
Owner: Anna 18 LLC/MJLA Adams LTD
12. Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan (PSP-0005)
Owner: Anna 18 LLC/MJLA Adams LTD

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.

Items for Individual Consideration

13. Consider/Discuss/Action on a Resolution regarding the Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
Owner: Autobody By Fisher, LP
14. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance amending the Planned Development (Ord. No. 792-2018) for Lakeview Estates Phase 3, Block B, Lot 17 (PD 24-0003).
Owner: California Orange Textile LLC
15. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 60± acres on the north side of County Road 371, 1,100± feet west of Bryant Farm Road to Planned Development in accordance with the City Park Heights East Development Agreement (Res. No. 2024-04-1614)(PD 24-0001).
16. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 204± acres at the southwest corner of County Road 285 and County Road 827 to Planned Development in accordance with the City Park Heights West, Development Agreement (Res. No. 2024-04-1615) (PD 24-0004).

Items for Future Discussion: At this time, the Planning & Zoning Commission may identify issues or topics that they wish to schedule for discussion at a future meeting.

Adjourn

This is to certify that I, Lauren Mecke, Planning Manager, verify that this agenda was posted on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 PM 11/01/2024.

Lauren Mecke
Planning Manager

7 - Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan

8 - Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat

9 - Blacklock Storage, Block A, Lot 1, Site Plan

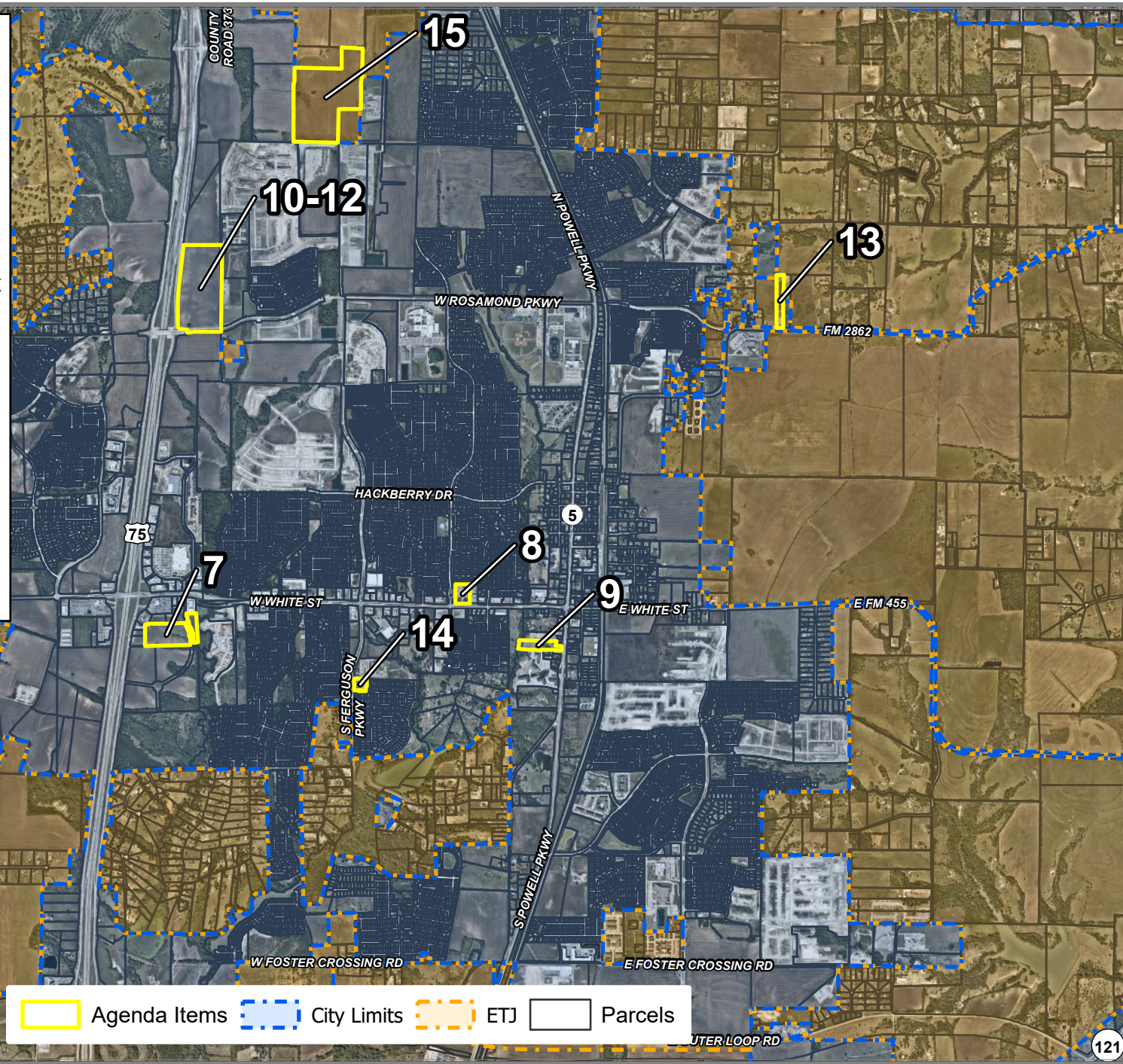
10-12 - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15

13 - Lazy Lane Addition, Block A, Lots 1-3, Final Plat

14 - Anna Daycare Lakeview Estates, Phase 3, Block B, Lot 17

15 - City Park Heights East

16 - City Park Heights West



City of Anna, November 4, 2024 Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 10/30/2024

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

THE CITY OF
Anna



Item No. 6.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: 11/4/2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve Minutes of the October 07, 2024, Planning & Zoning Commission Meeting

SUMMARY:

Minutes from the previous Planning & Zoning Commission meeting.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. 10-07-2024 PZ Minutes

MINUTES
PLANNING AND ZONING COMMISSION
October 7, 2024

The Planning and Zoning Commission of the City of Anna held a meeting at 6:00 p.m. on October 7, 2024, 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 6:00 p.m.

Commissioners present were Jessica Walden, Staci Martin, Josh Vollmer, Tom Longmire, Doug Hermann, Commissioners absent were Commissioner Nylec and Commissioner Blanscet. Staff present were Lauren Mecke, Everett Johnson, Stephanie Scott-Sims.

2. Invocation and Pledge of Allegiance

Commissioner Martin 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 a 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 Citizen comments.

4. Reports

a. Director's Report on City Council actions

Mrs. Scott-Sims gave a brief recap of the previous council meeting at which council approved staff to enter into an amendment of the development agreement with Nex Metro Communities as well as NRP Group for additional time to complete their project. Mrs. Scott-Sims further explained that a request was submitted to set up a future agenda item to discuss concerns regarding the City's Tree Preservation requirements, and you will be seeing it again on the council agenda at some point in the future. Mrs. Scott-Sims also provided a quick reminder to the Commissioners of the Texas APA American Planning Association Conference that is next week.

5. Location Map

Consent Items

A motion was made by Commissioner Martin, seconded by Commissioner Hermann to recommend approval of consent items # 6-8. Motion Passed. The vote was unanimous.

6. Approve Minutes of the September 4, 2024, Planning & Zoning Commission Meeting

7. Approve a Resolution regarding the Avery Pointe Commercial, Block A, Lot 2R, Site Plan, SP 24-0003

8. Approve a Resolution regarding the Shops at Foster Crossing, Block A, Lots 1-5, Preliminary Plat, PP 24-0012

Items for Individual Consideration

9. Consider/Discuss/Action on the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-17, Preliminary Plat, PP 24-0012

Planner I, Everett Johnson Presented the item. Mr. Johnson said that the applicant has requested a 30-day extension due to changes that did not conform with the approved Site Plan. He further explained that a Revised Preliminary Site Plan will be submitted along with the updated Preliminary Plat. Staff recommended the Commissioners approve the applicants request for a 30-day extension.

A motion to approve the extension was made by Commissioner Longmire, seconded by Commissioner Vollmer. Motion passed unanimously.

10. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone one lot on 1.0± acre from SF-1 Single Family Residential District to Downtown (DT) District. Located on the east side of North Powell Parkway, 530± feet south of Fern Street. Zone 24-0001

The Public Hearing opened at 6:08 p.m.

Ms. Mecke presented the item and informed Commissioners that staff received 3 letters in Opposition. Ms. Mecke explained that the Comprehensive Plan identifies this property as Downtown, which refers to the Downtown Master Plan. She further explained that the Downtown Master Plan identifies this area as In-Town Residential, and that conversion into a commercial use is not consistent with the Downtown Master Plan. Ms. Mecke stated that Staff recommended Denial.

Ms. Hieu Nguyen, daughter of applicant, addressed the Commissioners.

The Public Hearing was closed at 6:14 p.m.

Commissioners discussed Highway 5 being a good location for commercial, particularly with C-1 Commercial to the South of the property and it being a major thoroughfare.

Commissioner Hermann mentioned that the applicant would need to get an access agreement from the adjacent property owner for the fire lane.

Chairwoman Walden mentioned that there were a lot of hurdles to get through to put a commercial business in this location and with the road expansion the applicant would need to be in conversation with TXDOT.

Commissioner Vollmer asked the applicant if they had considered waiting time wise until all the details are worked out.

The applicant responded that they had not because this was a lifelong dream and looking at properties that were already zoned commercial were just too expensive.

Commissioners discussed that while they did not want to deny the request, they didn't feel like enough research had been done at this point to make a motion to approve.

A motion to deny was made by Commissioner Vollmer and seconded by Commissioner Martin.
Motion Passed 3 to 2.

Adjourn

A motion was made by Chairwoman Walden, seconded by Commissioner Vollmer, to adjourn the meeting. The vote was unanimous. The meeting was adjourned at 6:29 p.m.

Chairwoman Jessica Walden

ATTEST:

Lauren Mecke, Planning Manager



Item No. 7.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan (SP 24-0006)

Owner: David Claassen - Anna 31 Retail LP

SUMMARY:

340 multi-family units on two lots on 15.4± acres on the west side of S. Buddy Hayes Boulevard, 755± feet south of W. White Street. Zoned Planned Development (Ord. No. 972-2022).

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Site Plan is in conformance with the adopted Planned Development standards and city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

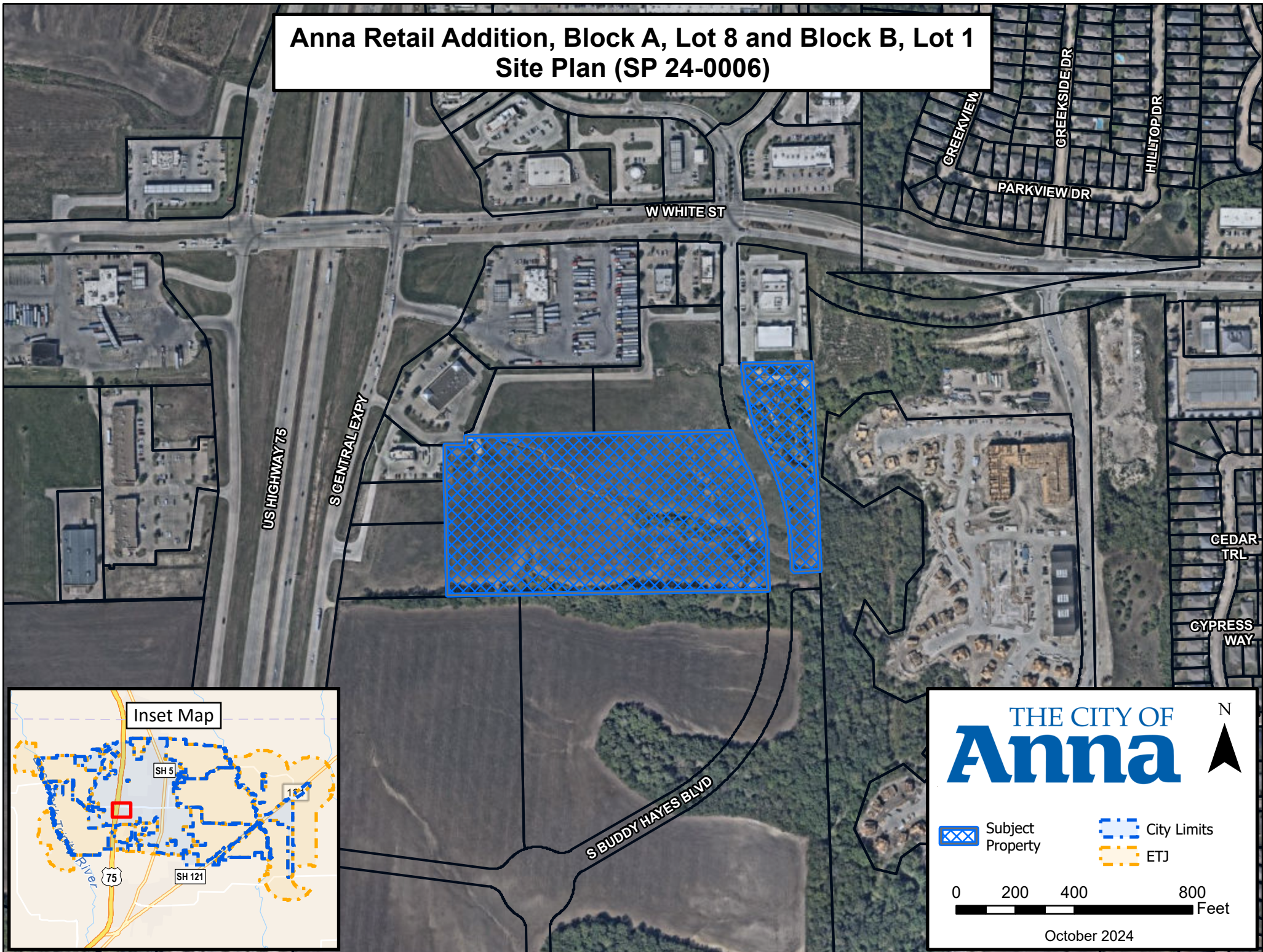
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan (SP 24-0006)
2. Resolution - Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan (SP 24-0006)
3. Exhibit A - Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan (SP 24-0006)

**Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1
Site Plan (SP 24-0006)**



CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RETAIL ADDITION, BLOCK A, LOT 8 AND BLOCK B, LOT 1, SITE PLAN. (SP 24-0006)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, David Claassen – Anna 31 Retail LP has submitted an application for the approval of Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan; and

WHEREAS, the Site Plan conforms to the City's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Planning & Zoning Commission hereby approves Anna Retail Addition, Block A, Lot 8 and Block B, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

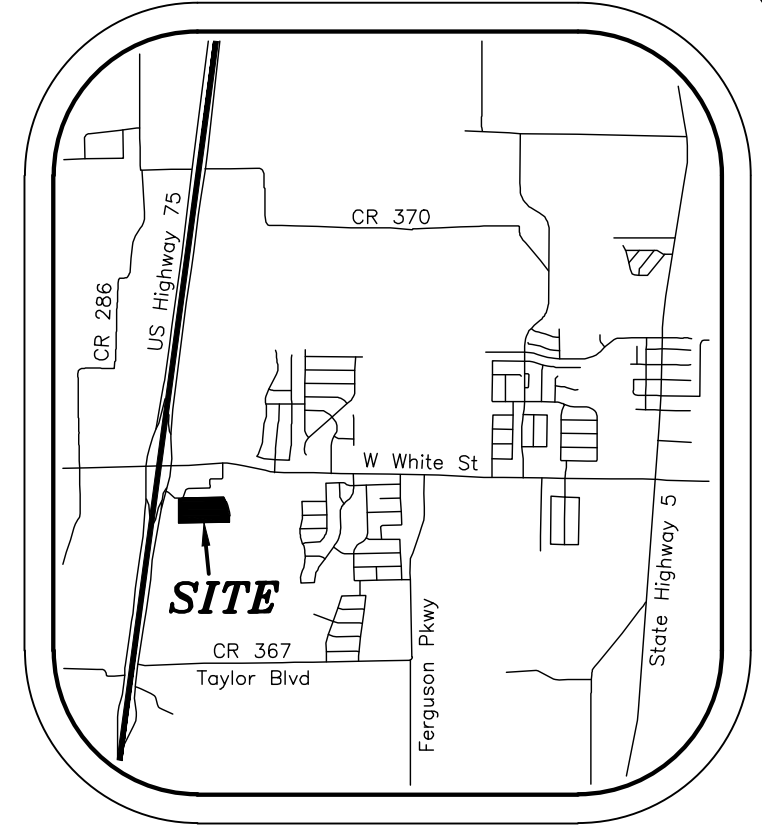
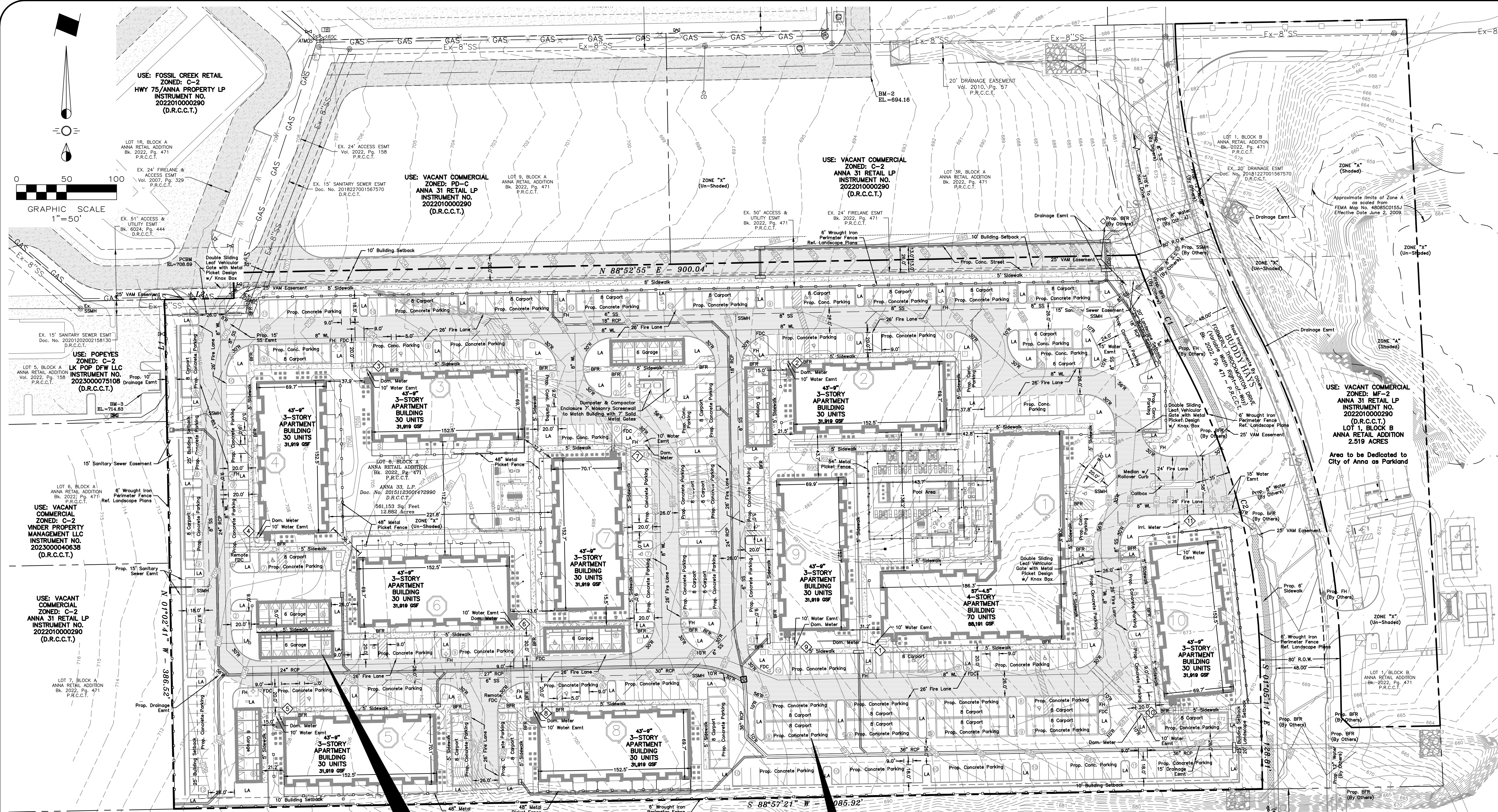
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden

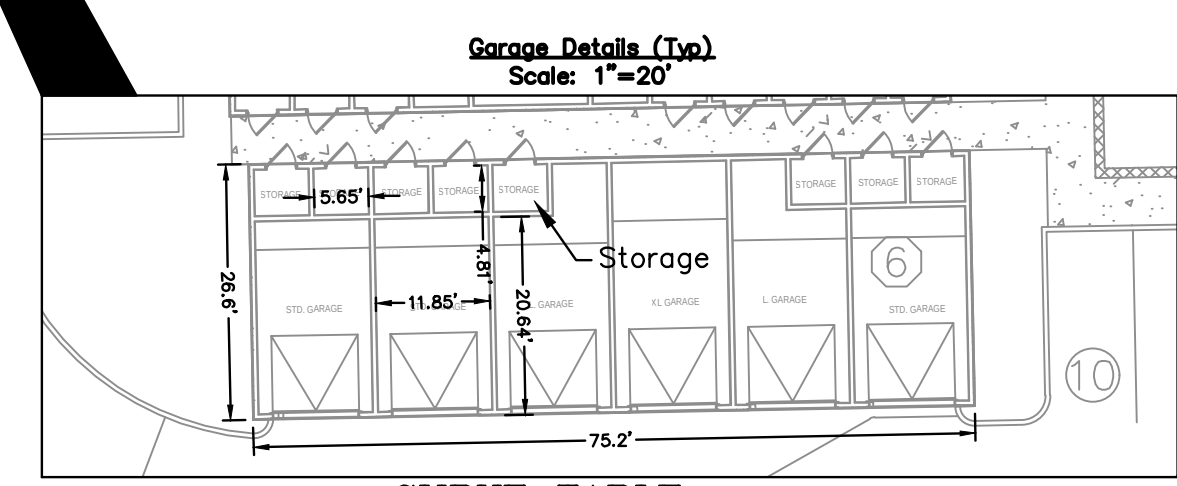


WATER METER CHART		
No.	Meter Type	Size
1	Domestic Meter	3"
2	Domestic Meter	2"
3	Domestic Meter	2"
4	Domestic Meter	2"
5	Domestic Meter	2"
6	Domestic Meter	2"
7	Domestic Meter	2"
8	Domestic Meter	2"
9	Domestic Meter	2"
10	Domestic Meter	2"
11	Irrigation Meter	2"

- LEGEND**
- Firelane
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp
 - Landscaped Area
 - AC Unit
 - Decorative Metal Fence
 - Carport
 - Remote FDC
 - Existing S.S. MH
 - Prop. S.S. MH
 - ADA Parking Space
 - Transformer

SITE DATA SUMMARY TABLE	
Item	Lot
General Site Data	
Zoning (from zoning map)	PD w/ MF-2 Base ORD. NO. 972-2022
Land Use (from Zoning Ordinance)	Multi-Family
Lot Areas (Acres)	
Lot 1, Block B Anna Retail Addition	2.519
Lot 8R, Block A Anna Retail Addition	12.882
Buddy Hays ROW Adjacent to Lot 8R	1.02
Total Gross Lot Area (Acres)	16.421 Acres
Building Footprint Area (Square Feet)	117,805 SF
Total Building Area (Square Feet)	375,463 SF
Building Height (# stories)	3-Stories/ 4-Stories
Building Height (feet-distance to tallest building element)	43'-9" / 57'-4.5"
Density (Based on Gross Area)	20.7 Units per Acre
Lot Coverage (Percent-xx%)	20.99%
Multi-Family Units	
# of 1 bedrooms	240 Units
# of 2 bedrooms	100 Units
Total Unit Count	340 Units
Multi-Family Parking	
Parking Ratio (from Zoning Ordinance)	0.25 Visitor per unit 1.5 per 1-bed Unit 2.0 per 2-bed unit
Required Visitor Parking (# spaces)	85 Spaces
Required parking per 1-bed unit (# spaces)	360 Spaces
Required parking per 2-bed unit (# spaces)	200 Spaces
Total Required Parking (# spaces)	645 Spaces
Total Provided Parking (# spaces)	645 Spaces
Accessible Parking Required (# spaces)	20 Spaces
Accessible Parking Provided (# spaces)	20 Spaces
Required Covered Parking excluding visitor (# spaces & percent - %)	280 Spaces (50% of 560)
Provided Covered Parking (# spaces & percent - %)	281 Spaces (50%)

USE: VACANT RESIDENTIAL
ZONED: C-2
CAALIS GROUP LLC
INSTRUMENT NO. 2023010000231
(D.R.C.C.T.)



CURVE TABLE				
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING
C1	8°58'50"	736.66'	115.47'	S 23°39'34" E
C2	27°00'04"	660.00'	311.03'	S 14°35'12" E

SITE BENCHMARKS:

BM-1 = 'X' in southeast corner of the concrete driveway and on the east right-of-way of Throckmorton Drive, 62± southeast of the most northeast corner of Lot 3R, Block A, Anna Retail Addition. Elev. = 690.01

BM-2 = 'X' in southeast corner of the concrete driveway 64± southeast of the southeast corner of Lot 1, Block A, Love's Country Store Addition. Elev. = 694.16

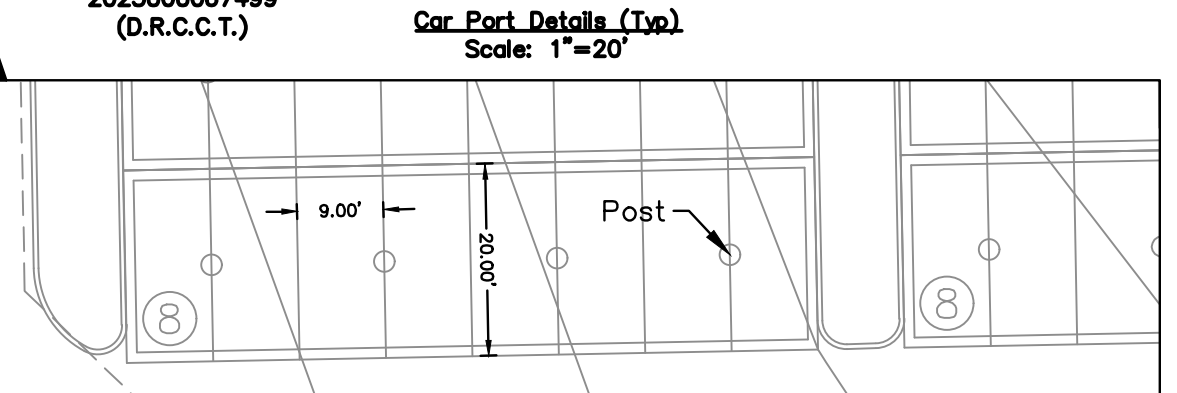
BM-3 = 'X' in the center of a curve on top of a concrete curb at the southeast corner of the lot on the west adjoiner Lot 5, Block A, of Anna Retail Addition, 97± south of the most westerly northwest corner of the subject tract. Elev. = 714.63

PROJECT CONTROLLING BENCHMARK:

Obtained from Civil Construction Plans of Anna Retail Addition prepared by Westwood Professional Services, Inc., Project No. 0012918 and described as:

BENCHMARK #2 (PCBM) "PK" Nail 12" west from the end of the concrete drive south of Lot 1, Block A, Anna Retail Addition. Elevation = 708.69

USE: VACANT RESIDENTIAL
ZONED: MF-2
ANNA SOUTHGATE LLC
INSTRUMENT NO. 2023000067499
(D.R.C.C.T.)



Note:
No Appurtenances Between the Height of 2.5' and 10' May be Placed in the Visibility Triangles.

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

Issue Dates:		Revision & Date:	
1	12/01/2023	1	
2	12/06/2023	2	
3	02/14/2024	3	
4	03/20/2024	4	
5	07/03/2024	5	
6		6	

CROSS ENGINEERING CONSULTANTS		McKinney, Texas 75069 Texas P.E. Firm No. F-3935	
1720 W. Virginia Street 972.562.4409		Drawn By: C.E.C.I. Checked By: C.E.C.I. Scale: 1"=50'	

USE: VACANT RESIDENTIAL
ZONED: MF-2
NEMETRO HAYS LP
INSTRUMENT NO. 2023000067498
(D.R.C.C.T.)

ARCHITECT:
Alta Architects
723 South Flores Street
San Antonio, TX 78204
Phone (210) 349-1163
Contact: Deepa Modadugu

OWNER:
Anna 31 Retail, LP
8400 Westchester Dr., Ste. 300
Dallas, TX 75225
Phone (214) 361-8300
Contact: David Claassen

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan Hake, P.E.

SURVEYOR:
Ringley & Associates
701 S. Tennessee St.
McKinney, TX. 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

SITE PLAN

MERYL STREET MULTI-FAMILY
ANNA RETAIL ADDITION, BLOCK A, LOT 8 & BLOCK B, LOT 1
15.40 ACRES, ANNA, COLLIN COUNTY, TEXAS
THOMAS RATTON SURVEY, ABST 782
PREPARED DATE: 9/30/2024

Sheet No.

C-004

Project No.
23036



Item No. 8.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat (CVP 24-0005)
Owner: Minnows LTD

SUMMARY:

Three lots on 3.8± acres at the northeast corner of White Street and West Crossing Boulevard. Zoned Planned Development (Ord. 442-2009).

The purpose of the plat is to subdivide the tract into three lots and dedicate easements necessary for development.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Conveyance Plat is in conformance with the adopted Planned Development standards (Ord. 442-2009), the City's Subdivision Regulations and Zoning Ordinance and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat (CVP 24-0005)
2. Exhibit A - Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat (CVP 24-0005)
3. Resolution - Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat (CVP 24-0005)

**Anna White Street Addition, Block A, Lots 1-3
Conveyance Plat (CVP 24-0005)**

BAT MASTERSON DR

SEQUOIA DR

DOC HOLLIDAY DR

DURHAM DR

ALDER DR

WYATT EARP DR

BAMBOO DR

WEST CROSSING BLVD S

W WHITE ST

WILLOW CREEK DR

Inset Map

THE CITY OF
Anna

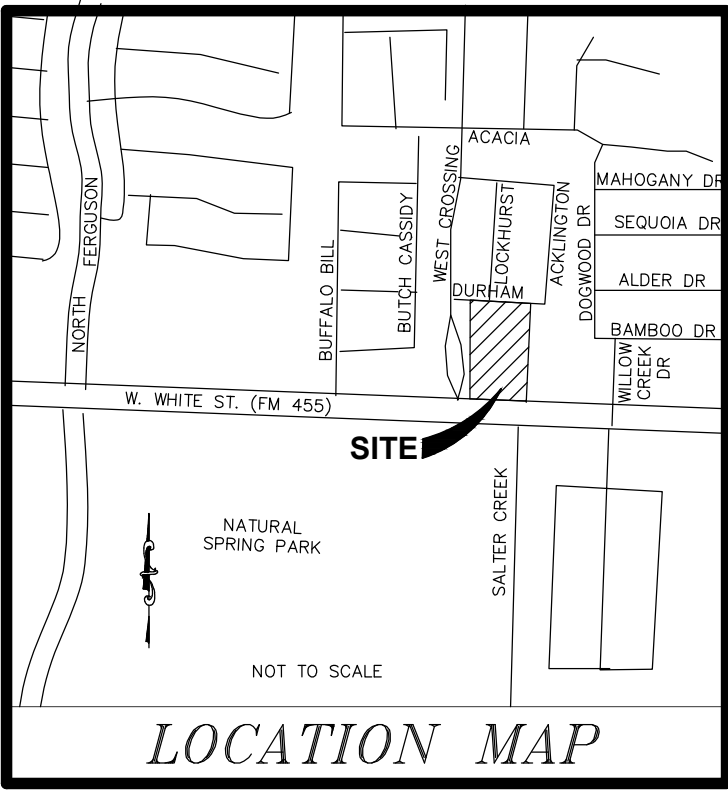
N

Subject
Property

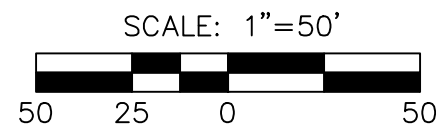
City Limits
ETJ

0 100 200 400
Feet

October 2024



LOCAL COMMERCIAL (C-1) DISTRICT DIMENSIONAL STANDARDS		
LOT REQUIREMENTS		
A	LOT AREA (MIN.)	7,000 SQUARE FEET
B	LOT WIDTH (MIN.)	50 FEET
C	LOT DEPTH (MIN.)	100 FEET
D	LOT COVERAGE (MAX.)	50%
SETBACK REQUIREMENTS		
E	FRONT YARD (MIN.)	50 FEET (THOR)
F	REAR YARD (MIN.)	10 FEET
G	SIDE YARD (MIN.)	5 FEET
H	CORNER SIDE YARD (MIN)	25 FEET
BUILDING REQUIREMENTS		
I	BUILDING HEIGHT (MAX.)	25 FEET
J	BUILDING SIZE (MAX)	15,000 SQUARE FEET

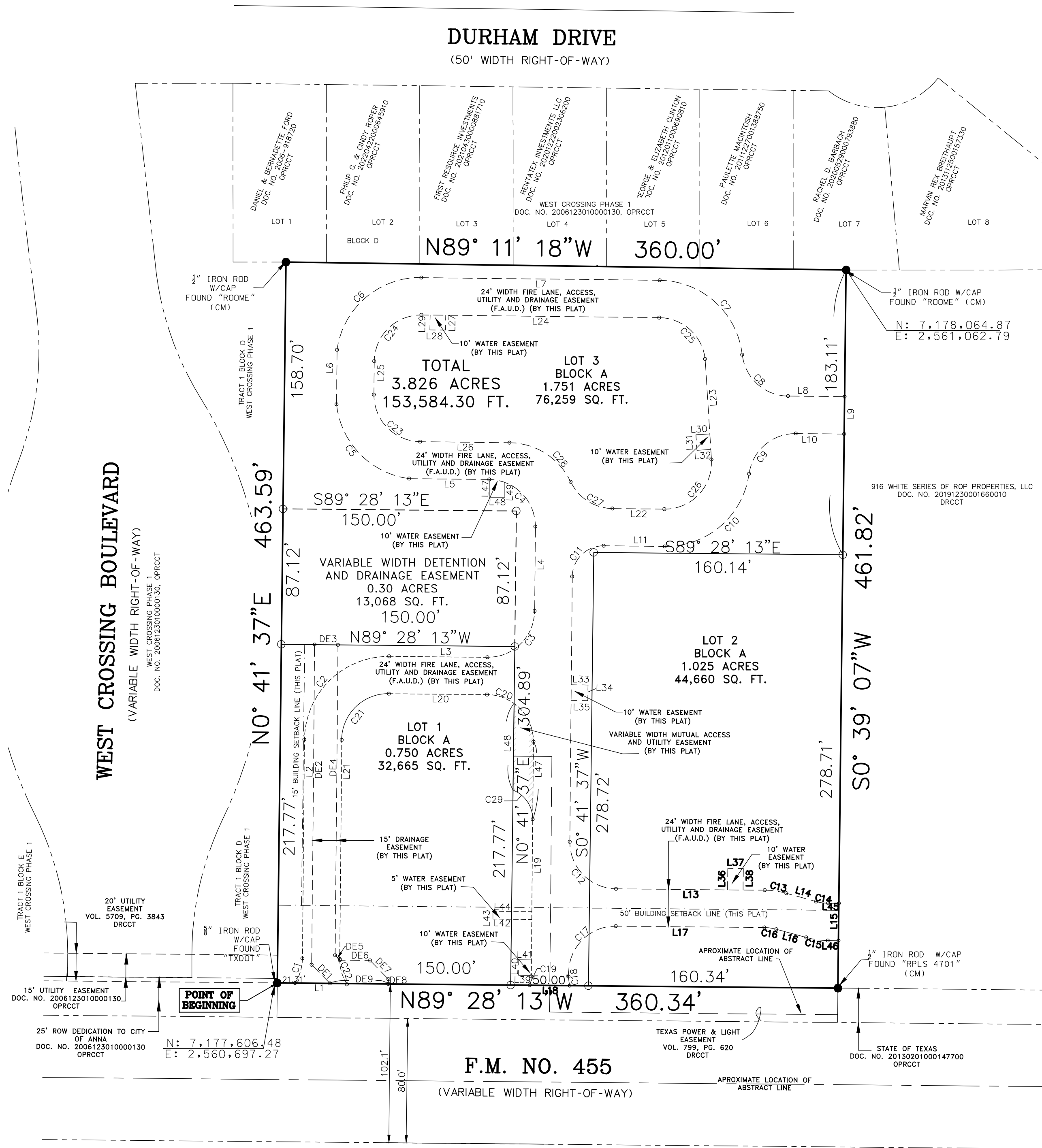


LEGEND	
●	FOUND IRON ROD (AS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (AS NOTED)
DRCT	DEED RECORDS COLLIN COUNTY, TEXAS
OPRCCT	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROLL MONUMENT
---	ADJOINER BOUNDARY LINE
---	EASEMENT LINE
---	BOUNDARY LINE

GENERAL NOTES:

- THE BASIS OF BEARING IS FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE AS DERIVED FROM GPS OBSERVATIONS USING THE ALLTERRA TRK NETWORK AND ADJUSTED TO SURFACE USING A SURFACE SCALE FACTOR OF 1.0001241.
- THE PURPOSE OF THIS PLAT IS TO CREATE 3 LOTS.
- LOTS TO LOT DRAINAGE IS NOT PERMITTED WITHOUT ENGINEERING SECTION APPROVAL.
- ACCESS EASEMENT - THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL, PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF ANNA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
- FIRE LANE EASEMENT - THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENT, 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 OBSTRUCTIONS, INCLUDING BY 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.
- NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48055C0160, DATED JUNE 2, 2009. THE SUBJECT PROPERTY IS LOCATED IN THE AREA DESIGNATED AS ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

EXHIBIT A
1 OF 2



SUBMITTAL LOG	
1ST-	SUBMITTAL - OCTOBER 15, 2024

OWNER/DEVELOPER

INAME: MINNOWS LTD.
ADDRESS: 1228 CREEK FOREST DR.
DALLAS, TEXAS, 75230
CONTACT: BRIAN RUMMER
PHONE: 214-732-1138

ENGINEER

NAME: KLOVE ENGINEERING, LLC
ADDRESS: 22610 HIGHWAY 281 NORTH, SUITE 204
SAN ANTONIO, TEXAS, 78258
CONTACT: KEVIN W. LOVE, P.E.
PHONE: 210-485-5683

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	16.79'	16.57'	N16°33'41"E	32°04'10"
C2	54.00'	84.83'	76.37'	N45°31'47"E	90°00'13"
C3	30.00'	47.13'	42.43'	N45°31'47"E	90°00'35"
C4	30.00'	47.07'	42.39'	N44°24'56"W	89°53'27"
C5	54.00'	71.97'	66.76'	S44°21'40"E	76°21'51"
C6	54.00'	78.09'	71.46'	S49°19'21"W	82°51'15"
C7	54.00'	78.09'	71.46'	N47°56'07"W	82°51'15"
C8	30.00'	43.38'	39.70'	S49°12'47"W	82°51'15"
C9	30.00'	43.38'	39.70'	S47°56'07"E	82°51'15"
C10	54.00'	78.09'	71.46'	N49°12'47"E	82°51'15"
C11	20.01'	31.49'	28.34'	S45°34'55"W	90°10'35"
C12	30.00'	47.13'	42.43'	S44°28'18"E	90°00'35"
C13	54.00'	14.14'	14.10'	N81°58'13"W	15°00'12"
C14	30.00'	7.86'	7.83'	S81°58'13"E	15°00'11"
C15	54.00'	14.14'	14.10'	S81°58'13"E	15°00'12"
C16	30.00'	7.86'	7.83'	N81°58'13"W	15°00'11"
C17	30.00'	47.13'	42.43'	S45°31'47"W	90°00'35"
C18	20.00'	5.83'	5.81'	N08°52'52"E	16°42'12"
C19	20.00'	5.82'	5.80'	N08°52'01"E	16°40'31"
C20	30.00'	47.18'	42.47'	N44°31'25"W	90°06'59"
C21	30.00'	47.13'	42.43'	S45°31'47"W	90°00'24"
C22	30.00'	16.59'	16.38'	S15°18'32"E	31°41'09"
C23	30.00'	47.07'	42.39'	S44°24'56"E	89°53'27"
C24	30.00'	47.18'	42.47'	S45°35'04"W	90°06'33"
C25	30.00'	43.38'	39.70'	N47°56'07"W	82°51'15"
C26	30.00'	49.34'	43.96'	N43°31'27"E	94°13'54"
C27	30.00'	33.53'	31.81'	S57°20'43"E	64°01'46"
C28	44.02'	49.22'	46.70'	N57°21'51"W	64°04'02"
C29	20.00'	24.17'	22.92'	N34°09'13"W	69°55'20"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	33.05'	N89° 28' 13"W
L2	140.89'	N0° 31' 47"E
L3	63.16'	S89° 28' 13"E
L4	54.34'	N0° 31' 47"E
L5	51.48'	N89° 21' 40"W
L6	35.08'	S0° 31' 47"W
L7	153.20'	N89° 21' 40"W
L8	36.34'	N89° 21' 40"W
L9	24.00'	S0° 39' 07"W
L10	31.11'	S89° 21' 40"E
L11	39.30'	S89° 21' 40"E
L12	170.53'	N0° 31' 38"E
L13	95.53'	N89° 28' 13"W
L14	19.83'	N74° 28' 13"W
L15	24.00'	S0° 39' 07"W
L16	19.83'	S74° 28' 13"E
L17	95.53'	S89° 28' 13"E
L18	25.69'	N89° 28' 13"W
L19	150.91'	N0° 31' 47"E
L20	63.16'	S89° 28' 13"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	140.89'	N0° 31' 47"E
L22	33.39'	N89° 21' 35"W
L23	64.79'	S3° 35' 30"E
L24	152.86'	N89° 21' 40"W
L25	21.49'	S0° 31' 47"W
L26	57.52'	N89° 21' 40"W
L27	9.50'	S0° 41' 37"W
L28	10.00'	S89° 18' 23"E
L29	9.50'	N0° 41' 37"E
L30	8.97'	S86° 24' 30"W
L31	10.00'	S3° 35' 30"E
L32	8.97'	N86° 24' 30"E
L33	10.78'	N89° 18' 23"W
L34	10.00'	N0° 41' 37"E
L35	10.75'	S89° 18' 23"E
L36	13.88'	S0° 41' 37"W
L37	10.00'	N89° 18' 23"W
L38	13.86'	N0° 41' 37"E
L39	8.15'	S89° 18' 23"E
L40	10.00'	S0° 41' 37"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	8.13'	N89° 18' 23"W
L42	25.02'	S89° 18' 23"E
L43	5.00'	S0° 41' 37"W
L44	25.01'	N89° 18' 23"W
L45	6.86'	S89° 28' 13"E
L46	6.79'	N89° 28' 13"W
L47	11.39'	S00° 00' 00"E
L48	10.00'	N90° 00' 00"E
L49	9.56'	N00° 00' 00"W
L45	6.86'	S89° 28' 13"E
L46	6.79'	N89° 28' 13"W
L47	50.05'	S00° 31' 47"W
L48	55.77'	N00° 31' 47"E

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

CONVEYANCE PLAT ANNA-WHITE STREET ADDITION

BLOCK A, LOT 1-3,
3.826 ACRES
PER SPECIAL WARRANTY DEED
RECORDED UNDER DOCUMENT NO.
20210303000428840 OPRCCT.
SITUATED IN THE JOHN C. FERRIS
SURVEY ABSTRACT NO. 331
AN ADDITION TO THE CITY OF ANNA,
COLLIN COUNTY, TEXAS.
DATE OF PREPARATION: OCTOBER 24, 2024

Klove
ENGINEERING
Site Development Engineering Services

OWNERS CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

BEING A TRACT OF LAND SITUATED IN THE JOHN C. FARRIS SURVEY, ABSTRACT NO. 331 SITUATED IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS, SAID TRACT BEING PART OF THAT TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO MINNOWS, LTD., A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT NO. 2023000145424, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (OPRCCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON ROD WITH CAP STAMPED "TXD01" FOUND (CONTROLLING MONUMENT (CM)), BEING THE SOUTHWEST CORNER OF SAID MINNOWS LTD TRACT AND THE NORTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 455 (FM 455) (VARIABLE WIDTH RIGHT-OF-WAY) AND ALSO BEING IN THE EAST LINE OF TRACT 1, BLOCK D, OF WEST CROSSING PHASE 1, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2006123010000130, OF THE OPRCCT;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS EAST, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF FM 455 AND ALONG THE COMMON EASTERLY LINE OF SAID WEST CROSSING PHASE 1 ADDITION, AND THE WESTERLY LINE OF SAID MINNOWS LTD TRACT, A DISTANCE OF 463.59 FEET, TO A 1" IRON ROD WITH CAP STAMPED "ROOME" FOUND (CM), BEING THE NORTHWEST CORNER OF SAID MINNOWS TRACT, BEING AND ELL CORNER OF SAID TRACT 1, BLOCK D, AND BEING ON THE SOUTHERLY LINE OF LOT 1, BLOCK D OF SAID WEST CROSSING PHASE 1;

THENCE SOUTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, DEPARTING SAID COMMON CORNER AND ALONG THE COMMON SOUTHERLY LINE OF SAID MINNOWS LTD TRACT, A DISTANCE OF 360.00' TO A 1" IRON ROD WITH CAP STAMPED "ROOME" FOUND (CM), BEING THE NORTHEAST CORNER OF SAID MINNOWS LTD TRACT, BEING ON THE SOUTHERLY LINE OF SAID LOT 7, BLOCK D, AND BEING THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN CORRECTION SPECIAL WARRANTY DEED TO 916 WHITE SERIES OF ROP PROPERTIES LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NO. 20191230001660010 OPRCCT.

THENCE SOUTH 00 DEGREES 39 MINUTES 07 SECONDS WEST, DEPARTING SAID COMMON CORNER AND ALONG THE COMMON EASTERLY LINE OF SAID MINNOWS LTD AND THE WESTERLY LINE OF SAID 916 WHITE SERIES TRACT, A DISTANCE OF 461.62' TO A 1" IRON ROD WITH CAP STAMPED "RPLS 4710" FOUND (CM), BEING THE SOUTHEAST CORNER OF SAID MINNOWS LTD, ON THE NORTHERLY RIGHT-OF-WAY OF SAID FM 455, AND BEING THE SOUTHWEST CORNER OF SAID 916 WHITE SERIES TRACT;

THENCE NORTH 89 DEGREES 28 MINUTES 13 SECONDS WEST, DEPARTING SAID COMMON CORNER AND ALONG THE COMMON SOUTHERLY LINE OF SAID MINNOWS LTD TRACT AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FM NO. 455, A DISTANCE OF 360.34' TO THE POINT OF BEGINNING AND CONTAINING 3.826 ACRES OF LAND (166,652 SQUARE FEET), MORE OR LESS.

OWNER'S ACKNOWLEDGEMENT

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT MINNOWS LTD, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINAbove DESCRIBED PROPERTY AS ANNA-WHITE STREET ADDITION, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTH 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, MAINTENANCE, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

DRAINAGE AND DETENTION EASEMENT

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANNA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF BLOCK 1, AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAbove DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

WITNESS MY HAND THIS _____ DAY OF _____, 2024.

BY: MINNOWS LTD

BY: BRIAN RUMMER, OWNER

STATE OF TEXAS
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS: THAT, I BRIAN RUMMER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANN, TEXAS.

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

MARK ALLAN NACE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5539

DATE: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OF OFFICE THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SUBMITTAL LOG	
1ST-	SUBMITTAL - OCTOBER 15, 2024

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

CONVEYANCE PLAT
ANNA-WHITE STREET
ADDITION

BLOCK A, LOT 1-3,
3.826 ACRES

PER SPECIAL WARRANTY DEED
RECORDED UNDER DOCUMENT NO.
20210303000428840 OPRCCT.
SITUATED IN THE JOHN C. FERRIS
SURVEY ABSTRACT NO. 331
AN ADDITION TO THE CITY OF ANNA,
COLLIN COUNTY, TEXAS.
DATE OF PREPARATION: OCTOBER 24, 2024

CERTIFICATE OF APPROVAL

APPROVED ON THIS THE _____ DAY OE _____, 2024, BY THE PLANNING & ZONING COMMISSION, CITY OF ANNA, TEXAS.

PLANNING & ZONING COMMISSION CHAIR

DIRECTOR OF DEVELOPMENT SERVICES

OWNER/DEVELOPER

INAME: MINNOWS LTD.
ADDRESS: 1228 CREEK FOREST DR.
DALLAS, TEXAS, 75230
CONTACT: BRIAN RUMMER
PHONE: 214-732-1138

ENGINEER

NAME: KLOVE ENGINEERING, LLC
ADDRESS: 22610 HIGHWAY 281 NORTH, SUITE 204
SAN ANTONIO, TEXAS, 78258
CONTACT: KEVIN W. LOVE, P.E.
PHONE: 210-485-5683

EXHIBIT A
2 OF 2

Klove
ENGINEERING

Site Development Engineering Services

2 OF 2

CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA WHITE STREET ADDITION, BLOCK A, LOTS 1-3, CONVEYANCE PLAT. (CVP 24-0005)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Minnows LTD has submitted an application for the approval of Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat; and

WHEREAS, the Conveyance Plat conforms to the City's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Conveyance Plat

The Planning & Zoning Commission hereby approves Anna White Street Addition, Block A, Lots 1-3, Conveyance Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



Item No. 9.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Blacklock Storage, Block A, Lot 1, Site Plan (SP 24-0005)

Owner: Ashton Commercial Construction LLC

SUMMARY:

A Self Storage facility on 4.8± acres on the west side of South Powell Parkway, 940± feet south of W. White Street. Zoned Light Industrial (I-1).

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Site Plan is in conformance with the adopted Planned Development standards (Ord. 981-2022) and City's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Blacklock Storage, Block A, Lot 1, Site Plan (SP 24-0005)
2. Resolution - Blacklock Storage, Block A, Lot 1, Site Plan (SP 24-0005)
3. Exhibit A - Blacklock Storage, Block A, Lot 1, Site Plan (SP 24-0005)

**Blacklock Storage, Block A, Lot 1
Site Plan (SP 24-0004)**

WILLOW
CREEK DR

W WHITE ST

E WHITE ST

S INTERURBAN ST

S POWELL PKWY

WESTGATE CT

BENS DR

WESTFIELD DR

HAZELSWAY

WESTWOOD CT

Inset Map

SH 5

SH 121

THE CITY OF
Anna

N



Subject
Property



City Limits



ETJ

0 150 300 600
Feet

October 2024

CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING BLACKLOCK STORAGE, BLOCK A, LOT 1, SITE PLAN, (SP 24-0004)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Ashton Commercial Construction LLC has submitted an application for the approval of Blacklock Storage, Block A, Lot 1, Site Plan; and

WHEREAS, the Site Plan conforms to the City's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Planning & Zoning Commission hereby approves Blacklock Storage, Block A, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

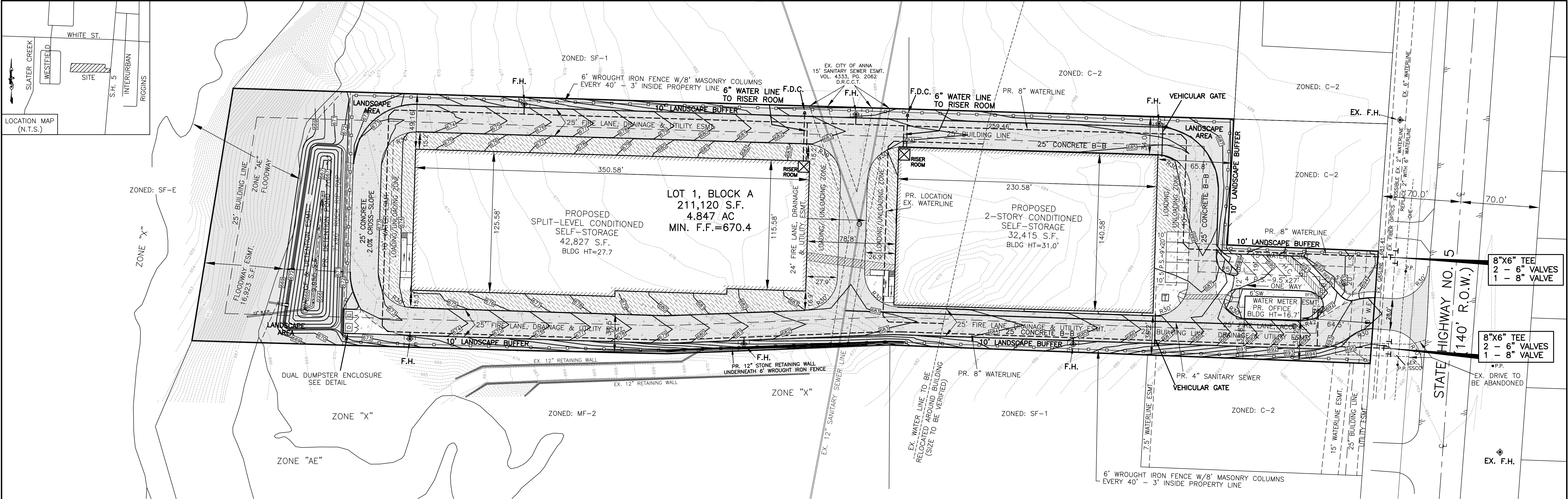
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



22'x10' DUMPSTER ENCLOSURE
SEVEN-FOOT MASONRY SCREENING
WALL TO MATCH BUILDING WITH
SEVEN-FOOT SOLID METAL GATES.

WATER METER SCHEDULE			
I.D.	TYPE	SIZE	NO.
1	DOMESTIC	2"	1
1	IRRIGATION	1"	1

- LEGEND**
- F.D.C. — REMOTE FIRE DEPARTMENT CONNECTION
 - PROPOSED FIRE HYDRANT
 - PROPOSED 2" WATER METER
 - PROPOSED 1" IRRIGATION METER
 - EXISTING SANITARY SEWER MANHOLE
 - H.C. — HANDICAP PARKING SPACE
 - P.S. — REGULAR PARKING SPACES
 - PR. 6" WROUGHT IRON FENCE W/8" MASONRY COLUMNS EVERY 40'
 - PROPOSED CONCRETE
 - PROPOSED FIRE LANE
 - PROPOSED LOADING/UNLOADING ZONE

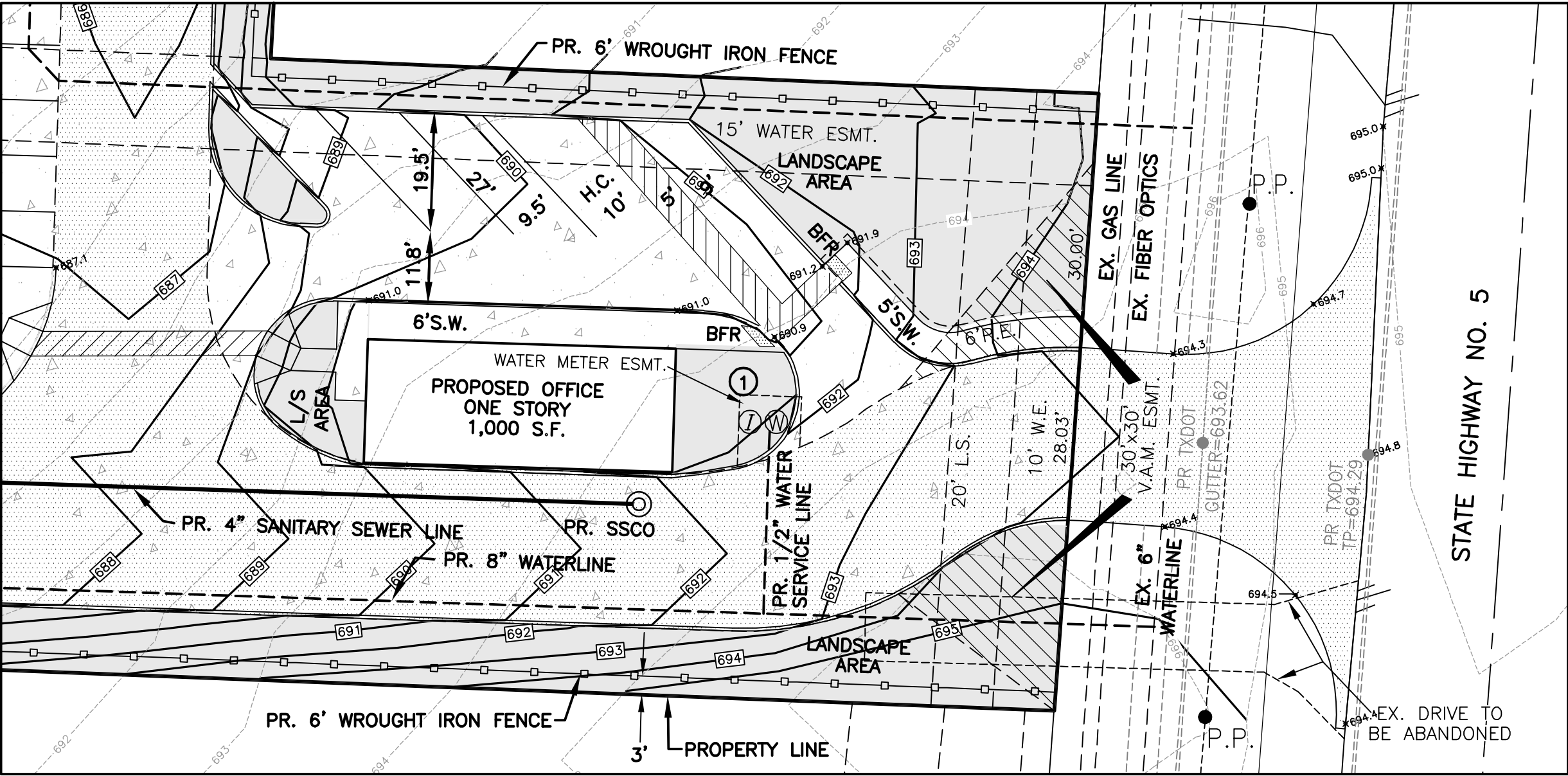
FLOOD NOTE:

According to my interpretations of Community Panel No. 48085C0160J, dated JUNE 2, 2009 and as revised by LOMR dated April 16, 2018, of the National Flood Insurance Rate Maps for Collin County, Texas, a portion of the subject property lies within Zone "X" and is not shown to be within a special flood hazard area and a portion lies within the Regulatory Floodway area in Zone "AE" (special flood hazard areas subject to inundation by the 1% annual chance flood; base flood elevations determined). This statement does not imply that the property flooding or flood and will occur made or natural liability on the part

EXHIBIT A

SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS
DEFINED BY THOR—THOROUGHFARE OVERLAY DISTRICT.

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
ZONING: ORDINANCE NO. 981-2022	PD-I-1
LAND USE	SELF-STORAGE, MINI-WAREHOUSE
LOT AREA	211,120 S.F. - 4.847 AC
BUILDING FOOTPRINT AREA	75,242 S.F.
BUILDING HEIGHT	1 & 2 STORIES
BUILDING HEIGHT	20' - MAX 35'
LOT COVERAGE	40.80%
PARKING	
PARKING RATIO	1 PER 100 STORAGE CUBICLES PLUS 1 PER 1,000 S.F. OF GROSS FLOOR AREA OF OFFICE
NUMBER OF STORAGE UNITS	800
NUMBER OF OFFICES	1 (1,000 S.F.)
REQUIRED PARKING	9
PROVIDED PARKING	9
ACCESSIBLE PARKING REQUIRED	1
ACCESSIBLE PARKING PROVIDED	1
LANDSCAPE AREA	
REQUIRED INTERNAL LANDSCAPE AREA	48 S.F.
TOTAL LANDSCAPE AREA PROVIDED	37,625 S.F.

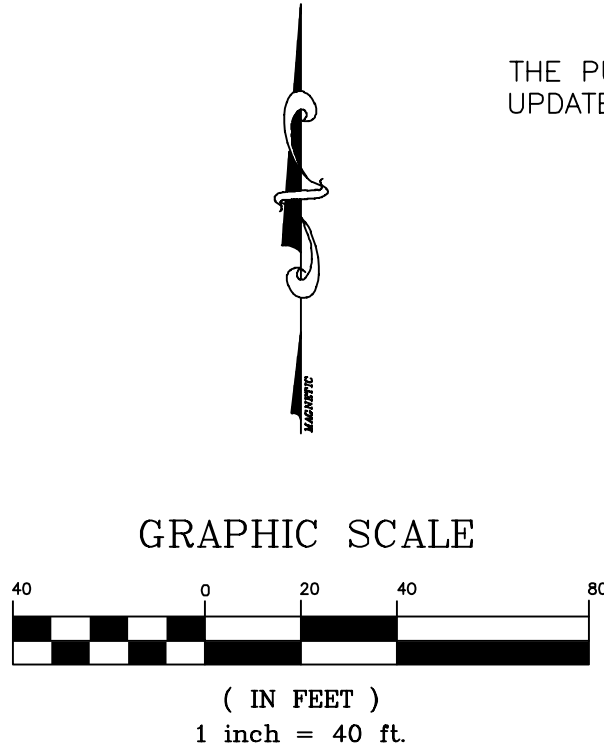


Note: No appurtenance between
the height of 2.5' and 10' may
be placed in the visibility
triangles.

PRELIMINARY REVIEW

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW UNDER THE
AUTHORITY OF:
HENRY G. NIBLO, P.E. NO. 68739
OCTOBER 28, 2024

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



THE PURPOSE OF THIS REVISED SITE PLAN IS TO
UPDATE THE SIZE OF THE SELF-STORAGE BUILDINGS

OWNER:
926 POWELL ANNA TX, LLC
926 S. POWELL STREET
ANNA, TEXAS 75409

CONTACT:
NICK MOURTON
(214) 284-2111

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

REVISED SITE PLAN

BLACKLOCK STORAGE
LOT 1, BLOCK A

4.847 ACRES SITUATED IN THE

G. STARK SURVEY, ABSTRACT NO. 798

CITY OF ANNA, COLLIN COUNTY, TEXAS

CARROLL CONSULTING GROUP, INC.			
P.O. BOX 11	972-840-1506	TBPELS REGISTRATION NO.: F-21608	
LAVON, TEXAS 75166		TEXAS FIRM REGISTRATION NO.: 10007200	
JOB No.	SCALE:	DATE PREPARED:	DRAWN BY:
3227-22	1"=40'	OCTOBER 9, 2024	CP



Item No. 10.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat (CVP 24-0004)
Owner: Anna 18 LLC/MJLA Adams LTD

SUMMARY:

Five retail/restaurant buildings, three retail buildings, a grocery store, five vacant commercial lots, and a detention pond on 15 lots on 63.7± acres located at the northeast corner of Rosamond Parkway and N. Central Expressway (U.S. Highway 75). Zoned Planned Development (Ord. No. 537-2011).

The purpose of the Conveyance Plat is to propose rights-of-way, easements, and lot and block boundaries necessary for the development.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Conveyance Plat is in conformance with the adopted Planned Development standards (Ord. 1111-2024-08) the City's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

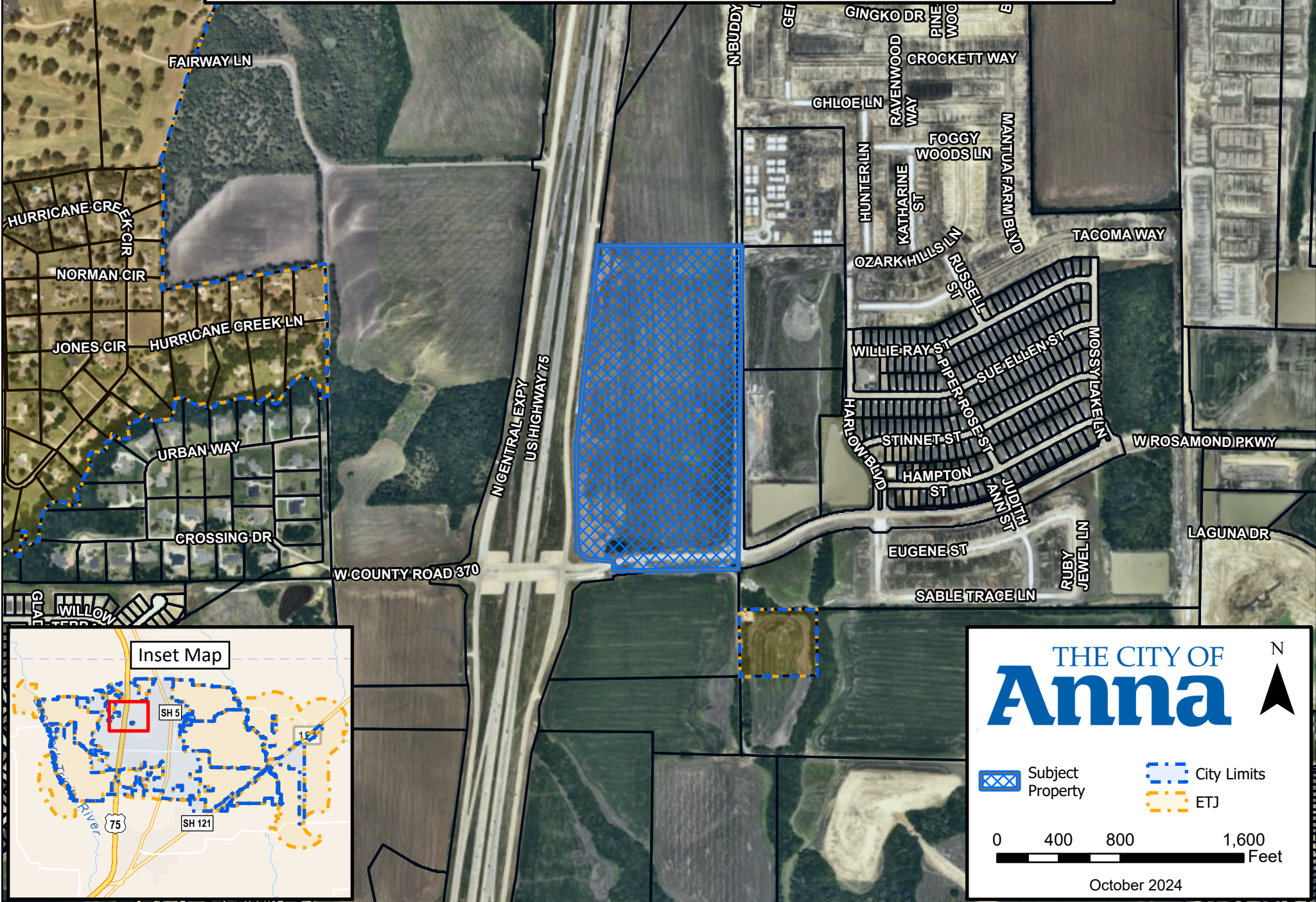
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat (CVP 24-0004)
2. Resolution - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat (CVP 24-0004)
3. Exhibit A - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat (CVP 24-0004)

Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15
Conveyance Plat (CVP 24-0004)



CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ROSAMOND CROSSING NORTHEAST CORNER ADDITION, BLOCK A, LOTS 1-15, CONVEYANCE PLAT. (CVP 24-0004)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, MJLA Adams LTD & Anna 18 LLC has submitted an application for the approval of Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat; and

WHEREAS, the Conveyance Plat conforms to the City's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Conveyance Plat

The Planning & Zoning Commission hereby approves Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-15, Conveyance Plat attached hereto as Exhibit A.

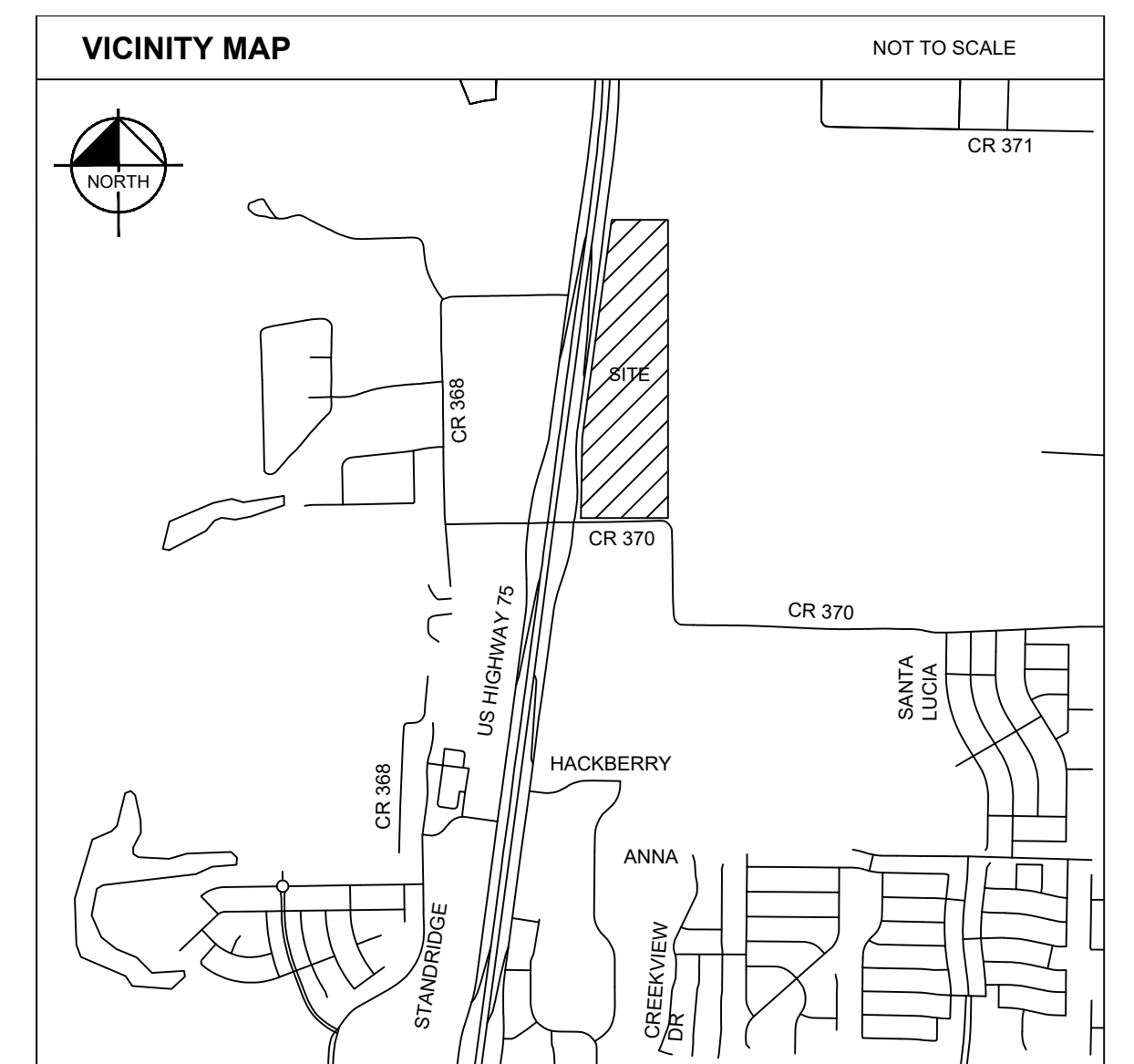
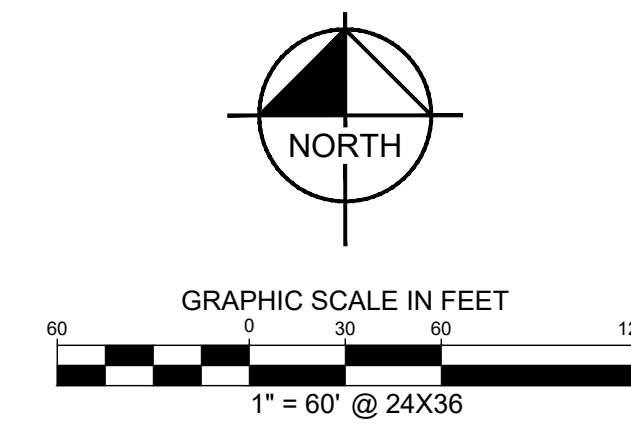
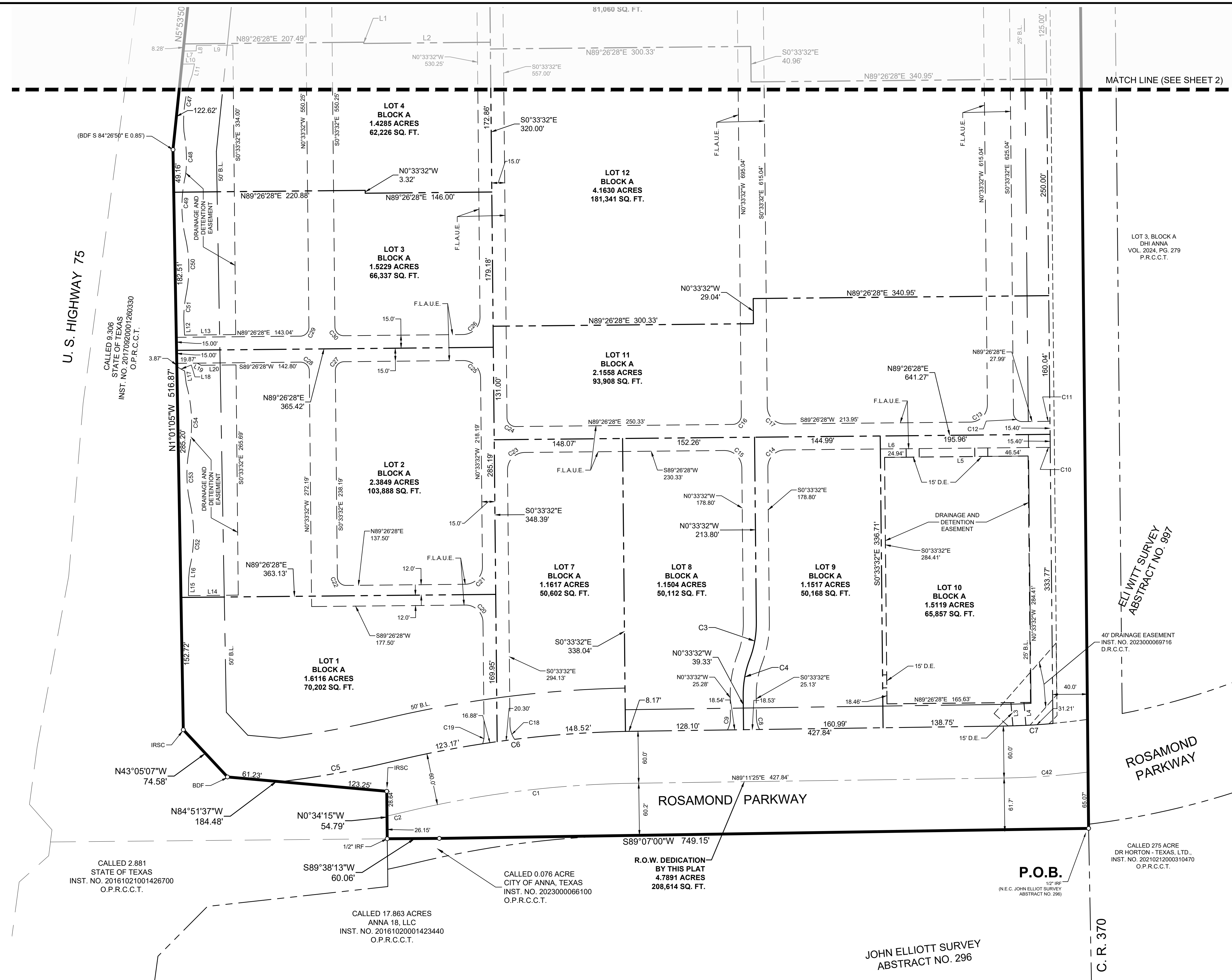
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



LEGEND

IRF	IRON ROD FOUND
IRSG	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
PKF	PK NAIL FOUND
P/O B.	POINT OF BEGINNING
XF	"X" CUT IN CONCRETE FOUND
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DET.E.	DETENTION EASEMENT
F.L.A.I.E.	FIRE LANE ACCESS & UTILITY EASEMENT
G.E.	GAS EASEMENT
L.S.	LANDSCAPE SETBACK
D.P.R.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.T.	PLAY RECORDS COLLIN COUNTY, TEXAS
W.E.	WATER EASEMENT

GENERAL NOTES:

1. All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
2. All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99984731332.
3. The purpose of this conveyance plat is to create 15 lots and dedicate easements and right-of-way.
4. Notice: Selecting 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. A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests therein defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record, and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the City of Anna. Selecting a portion of this property by metes and bounds, except as shown on an approved, filed, and accepted conveyance plat, final plat, or replat is a violation of the city ordinance and State law.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

CONVEYANCE PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-15

BEING 63.6553 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
CVP 24-0004

Kimley»»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

<u>Scale</u> 1" = 60'	<u>Drawn by</u> SRD	<u>Checked by</u> MBM	<u>Date</u> Oct. 2024	<u>Project No.</u> 063006060	<u>Sheet No.</u> 1 OF 4
--------------------------	------------------------	--------------------------	--------------------------	---------------------------------	----------------------------

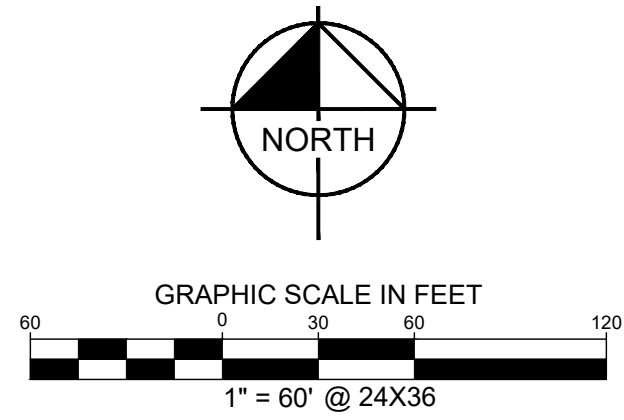
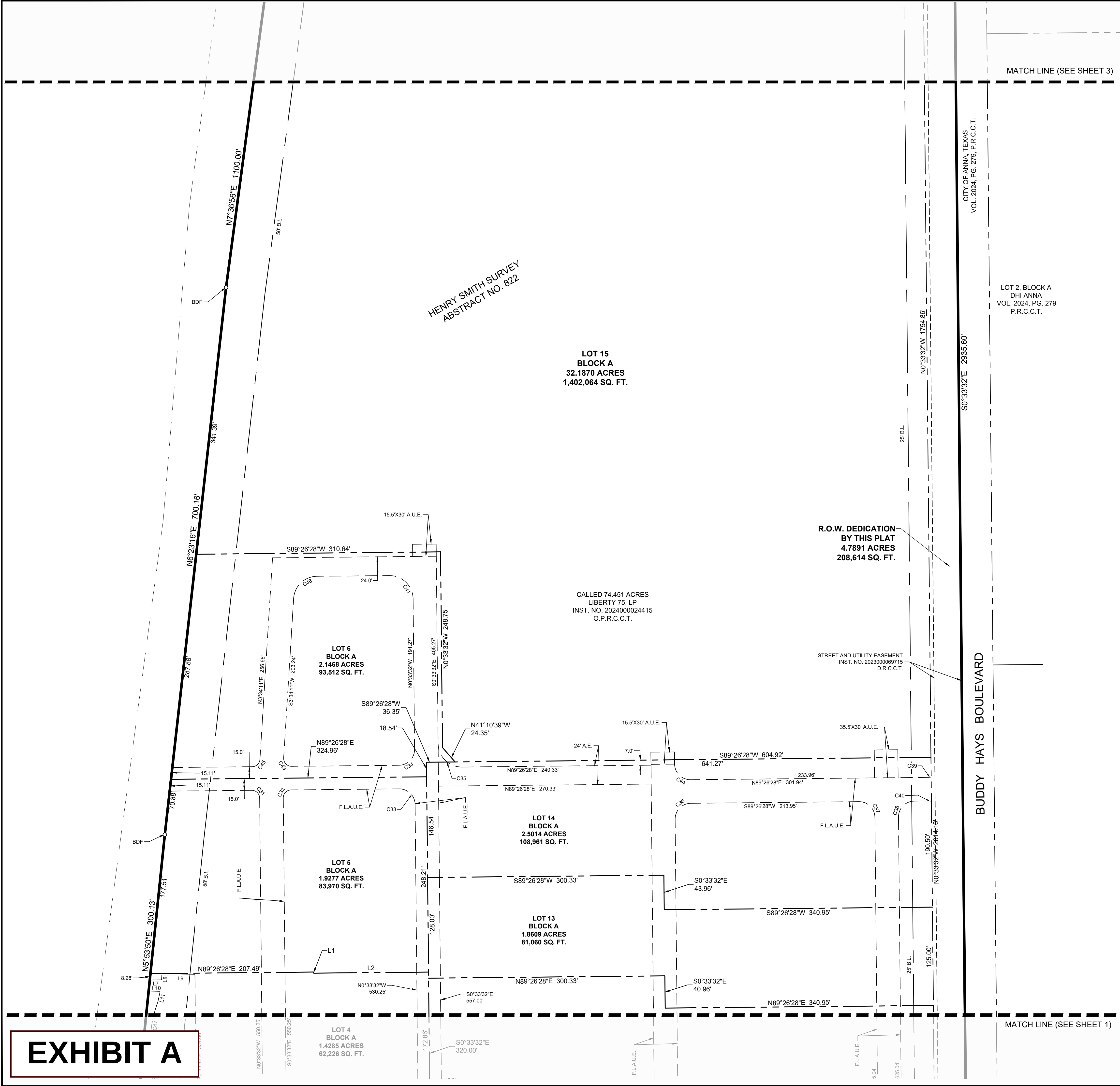
OWNER:

Ph:
Contact:

APPLICANT:
Kimley-Horn and Associates, Inc.
2600 N. Central Expressway, Suite 400
Richardson TX 75080
Ph: 972-776-1700
Contact: Rob Lewis, PE

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A



LEGEND	
IRF	IRON ROD FOUND
IRSG	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IR NAIL FOUND
P.O.B.	POINT OF BEGINNING
XF	7" CUT IN CONCRETE FOUND
BL	BUILDING SETBACK LINE
D.E	DRAINAGE EASEMENT
DET.E	DETENTION EASEMENT
FLA.U.E.	FIRE LANE ACCESS & UTILITY EASEMENT
G.E	GAS EASEMENT
L.S	LANDSCAPE SETBACK
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
W.E	WATER EASEMENT

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 0.99984731332.
- The purpose of this conveyance plat is to create 15 lots and dedicate easements and right-of-way.
- 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.
- A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record, and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the City of Anna. Selling a portion of this property by metes and bounds, except as shown on an approved, filed, and accepted conveyance plat, final plat, or replat is a violation of the city ordinance and State law.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

CONVEYANCE PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-15

BEING 63.6553 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
CVP 24-0004

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	MBM	Oct. 2024	063006060	2 OF 4

OWNER:

Ph:
Contact:

APPLICANT:
Kimley-Horn and Associates, Inc.
2600 N. Central Expressway, Suite 400
Richardson TX 75080
Ph: 972-776-1700
Contact: Rob Lewis, PE

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

U. S. HIGHWAY 75

CALLLED 9.300
STATE OF TEXAS
INST. NO. 2017092001200330
O.P.R.C.C.T.

N7°36'58"E 1100.00'

REMAINDER OF
CALLED 74.451 ACRES
LIBERTY 75, LP
INST. NO. 2024000024415
O.P.R.C.C.T.

CALLED 74.451 ACRES
LIBERTY 75, LP
INST. NO. 2024000024415
O.P.R.C.C.T.

LOT 15
BLOCK A
32.1870 ACRES
1,402,064 SQ. FT.

R.O.W. DEDICATION
BY THIS PLAT
4.7891 ACRES
208,614 SQ. FT.

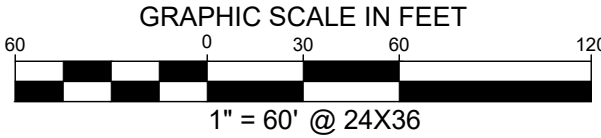
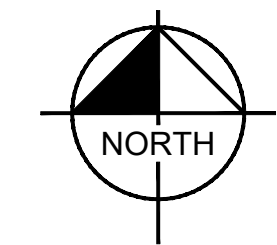
MATCH LINE (SEE SHEET 2)

CITY OF ANNA, TEXAS
VOL. 2024, PG. 279, P.R.C.C.T.

BUDDY HAYS BOULEVARD

LOT 1, BLOCK A
DHI ANNA
VOL. 2024, PG. 279
P.R.C.C.T.

CALLLED 275 ACRE
DR HORTON - TEXAS, LTD.,
INST. NO. 20210212000310470
O.P.R.C.C.T.



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°43'32"	1200.00'	266.52'	S82°49'39"W	265.98'
C2	0°59'19"	1200.00'	20.70'	N76°57'32"E	20.70'
C3	21°29'50"	115.00'	43.15'	N10°11'23"E	42.90'
C4	21°29'50"	115.00'	43.15'	S10°11'23"W	42.90'
C5	6°36'03"	1140.00'	131.33'	N79°45'54"E	131.26'
C6	12°43'32"	1260.00'	279.85'	S82°49'39"W	279.27'
C7	4°09'11"	790.00'	57.26'	N87°06'49"E	57.25'
C8	28°04'51"	30.00'	14.70'	S14°35'57"E	14.56'
C9	28°06'28"	30.00'	14.72'	N13°29'42"E	14.57'
C10	11°32'22"	20.00'	4.03'	N84°47'21"W	4.02'
C11	11°32'24"	20.00'	4.03'	N83°40'16"E	4.02'
C12	90°00'00"	10.00'	15.71'	S45°33'32"E	14.14'
C13	90°00'00"	20.00'	31.42'	N44°26'28"E	28.28'
C14	90°00'00"	20.00'	31.42'	S44°26'28"W	28.28'
C15	90°00'00"	20.00'	31.42'	N45°33'32"W	28.28'
C16	90°00'00"	10.00'	15.71'	N44°26'28"E	14.14'
C17	90°00'00"	20.00'	31.42'	S45°33'32"E	28.28'
C18	34°05'03"	30.00'	17.85'	S17°36'04"E	17.58'
C19	19°31'18"	30.00'	10.22'	N09°12'07"E	10.17'
C20	90°00'00"	20.00'	31.42'	N45°33'32"W	28.28'
C21	90°00'00"	20.00'	31.42'	N44°26'28"E	28.28'
C22	90°00'00"	10.00'	15.71'	S45°33'32"E	14.14'
C23	90°00'00"	20.00'	31.42'	S44°26'28"W	28.28'
C24	90°00'00"	10.00'	15.71'	S45°33'32"E	14.14'
C25	90°00'00"	20.00'	31.42'	N45°33'32"W	28.28'
C26	90°00'00"	20.00'	31.42'	N44°26'28"E	28.28'
C27	90°00'00"	10.00'	15.71'	S44°26'28"W	14.14'
C28	90°00'00"	10.00'	15.71'	N45°33'32"W	14.14'
C29	90°00'00"	10.00'	15.71'	N44°26'28"E	14.14'
C30	90°00'00"	10.00'	15.71'	S45°33'32"E	14.14'
C31	90°00'00"	10.00'	15.71'	N45°33'32"W	14.14'
C32	90°00'00"	10.00'	15.71'	S44°26'28"W	14.14'
C33	90°00'00"	20.00'	31.42'	N45°33'32"W	28.28'
C34	90°00'00"	20.00'	31.42'	N44°26'28"E	28.28'
C35	90°00'00"	30.00'	47.12'	S45°33'32"E	42.43'
C36	90°00'01"	20.00'	31.42'	S44°26'28"W	28.28'
C37	89°59'59"	20.00'	31.42'	N45°33'32"W	28.28'
C38	89°59'43"	20.00'	31.41'	S44°26'37"W	28.28'
C39	11°32'39"	20.00'	4.03'	N83°40'08"E	4.02'
C40	11°32'13"	20.00'	4.03'	N84°47'26"W	4.02'
C41	90°00'00"	30.00'	47.12'	N45°33'32"W	42.43'
C42	6°33'02"	850.00'	97.18'	N85°54'54"E	97.13'
C43	93°22'10"	10.00'	16.30'	S43°07'11"E	14.55'
C44	89°59'59"	20.00'	31.42'	S45°33'32"E	28.28'
C45	85°52'17"	10.00'	14.99'	N46°30'20"E	13.62'
C46	85°52'17"	30.00'	44.96'	S46°30'20"W	40.87'
C47	24°46'51"	153.97'	66.59'	S08°09'25"W	66.08'
C48	16°13'33"	176.16'	49.89'	N02°14'59"W	49.72'
C49	25°51'04"	160.11'	72.24'	S00°21'07"W	71.63'
C50	24°33'36"	155.16'	66.51'	N00°58'10"W	66.00'
C51	12°19'31"	139.71'	30.05'	S05°21'07"W	29.99'
C52	26°23'28"	164.97'	75.99'	N00°34'08"E	75.32'
C53	23°09'58"	155.00'	62.67'	S01°02'37"E	62.24'
C54	26°12'42"	167.69'	76.72'	N02°33'59"W	76.05'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°33'32"E	1.47'
L2	N89°26'28"E	146.00'
L3	S04°54'41"E	26.88'
L4	S04°54'41"E	26.46'
L5	S89°26'28"W	165.63'
L6	S89°26'28"W	301.94'
L7	N88°58'55"E	15.00'
L8	S03°11'45"W	6.12'
L9	N89°26'28"E	42.02'
L10	S88°58'55"W	14.65'
L11	N12°15'37"E	13.24'
L12	N02°49'36"W	17.51'
L13	S89°26'28"W	59.01'
L14	S89°26'28"W	57.47'
L15	N00°50'13"E	20.42'
L16	S05°07'24"W	10.55'
L17	N07°10'24"W	14.91'
L18	N61°01'05"W	10.24'
L19	S61°01'05"E	5.07'
L20	N89°26'28"E	40.27'

LEGEND	
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IR NAIL FOUND
P.O.B.	POINT OF BEGINNING
XF	"X" CUT IN CONCRETE FOUND
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DET.E.	DETENTION EASEMENT
F.L.A.U.E.	FIRE LANE ACCESS & UTILITY EASEMENT
G.E.	GAS EASEMENT
L.S.	LANDSCAPE SETBACK
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
W.E.	WATER EASEMENT

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 0.99984731332.
- The purpose of this conveyance plat is to create 15 lots and dedicate easements and right-of-way.
- 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.
- A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record, and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the City of Anna. Selling a portion of this property by metes and bounds, except as shown on an approved, filed, and accepted conveyance plat, final plat, or replat is a violation of the city ordinance and State law.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

CONVEYANCE PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-15
BEING 63.6553 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
CVP 24-0004

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	MBM	Oct. 2024	063006060	3 OF 4

OWNER:

Ph:
Contact:

APPLICANT:
Kimley-Horn and Associates, Inc.
2600 N. Central Expressway, Suite 400
Richardson TX 75080
Ph: 972-776-1700
Contact: Rob Lewis, PE

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS _____ is the owner of a tract of land situated in the Henry Smith Survey, Abstract No. 822, City of Anna, Collin County, Texas, and being part of a called 74.451-acre tract of land described in the Special Warranty Deed to Liberty 75, LP, recorded in Instrument No. 2024000024415, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 74.451-acre tract and the northeast corner of a called 17.863-acre tract of land, described in a Special Warranty Deed to Anna 18, LLC, as recorded in Instrument No. 20161020001423440 of the Official Public Records of Collin County, Texas, same also being on the westerly line of a called 275-acre tract of land, described in a deed to DR Horton-Texas, Ltd., as recorded in Instrument No. 20210212000310470 of the Official Public Records of Collin County, Texas;

THENCE South 89°07'00" West, with the south line of said 74.451-acre tract and the north line of said 17.863-acre tract, a distance of 749.15 feet to a point for corner in the north line of a called 0.076-acre tract of land described in the Special Warranty Deed for Right-Of-Way to the City of Anna, Texas, recorded in Instrument No. 2023000066100, Official Public Records of Collin County, Texas;

THENCE South 89°38'13" West, with the south line of said 74-451-acre tract and the north line of said 0.076-acre tract, a distance of 60.06 feet to a 1/2" iron rod found for corner in the east right-of-way line of U.S. Highway No. 75 (a variable width right-of-way), at the northwest corner of said 0.076-acre tract;

THENCE with said east right-of-way line, the following courses and distances:

North 00°34'15" West, a distance of 54.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 84°51'37" West, a distance of 184.48 feet to a brass disk stamped "TXDOT R.O.W. Marker" found for corner;

North 43°05'07" West, a distance of 74.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 01°01'05" West, a distance of 669.59 feet to a point for corner from which a brass disk stamped "TXDOT R.O.W. Marker" found bears South 84°26'50" East, a distance of 0.85 feet;

North 05°53'50" East, a distance of 300.13 feet to a brass disk stamped "TXDOT R.O.W. Marker" found for corner;

North 06°23'16" East, a distance of 700.16 feet to a brass disk stamped "TXDOT R.O.W. Marker" found for corner;

North 07°36'56" East, a distance of 1,100.00 feet to a point for corner from which a brass disk stamped "TXDOT R.O.W. Marker" found bears South 73°31'04" East, a distance of 1.17 feet;

North 09°45'02" East, a distance of 60.91 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 89°26'29" East, over and across said 74.451-acre tract, a distance of 762.81 feet to a point for corner in the west line of said 275-acre tract;

THENCE South 00°33'32" East, with the east line of said 74.451-acre tract, and the west line of said 275-acre tract, and the west right-of-way line of Buddy Hayes Boulevard (a 40-foot wide right-of-way) a distance of 2,935.60 feet to the POINT OF BEGINNING and containing 2,772,823 square feet or 63.6553 acres of land.

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

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

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

PRELIMINARY

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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____; acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as ROSAMOND CROSSING NORTHEAST CORNER ADDITION, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. 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 _____, 2024.

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 _____, 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 _____, 2024.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

DRAINAGE AND DETENTION EASEMENT

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

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

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.

ACCESS EASEMENT

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

Approved this _____ day of _____, 2024, by the City Council, City of Anna, Texas.

Mayor

City Secretary

CONVEYANCE PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-15

BEING 63.6553 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
CVP 24-0004

Kimley»Horn					
6160 Warren Parkway, Suite 210 Frisco, Texas 75034			Tel. No. (972) 335-3580 Fax No. (972) 335-3779		
FIRM # 10193822					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	MBM	Oct. 2024	063006060	4 OF 4
OWNER:					
Ph: Contact:					
APPLICANT: Kimley-Horn and Associates, Inc. 2600 N. Central Expressway, Suite 400 Richardson TX 75080 Ph: 972-776-1700 Contact: Rob Lewis, PE					
APPROVED November 4, 2024 P&Z COMMISSION CITY OF ANNA					



Item No. 11.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat (PP 24-0012)
Owner: Anna 18 LLC/MJLA Adams LTD

SUMMARY:

Five retail/restaurant buildings, three retail buildings, a grocery store, four vacant commercial lots, and a detention pond on 14 lots on 26.7± acres located at the northeast corner of Rosamond Parkway and N. Central Expressway (U.S. Highway 75). Zoned Planned Development (Ord. 1111-2024-08).

The purpose of the Preliminary Plat is to propose rights-of-way, easements, and lot and block boundaries necessary for the development.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Preliminary Plat is in conformance with the adopted Planned Development standards (Ord. 1111-2024-08) and city's Subdivision Regulations and Zoning Ordinance and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

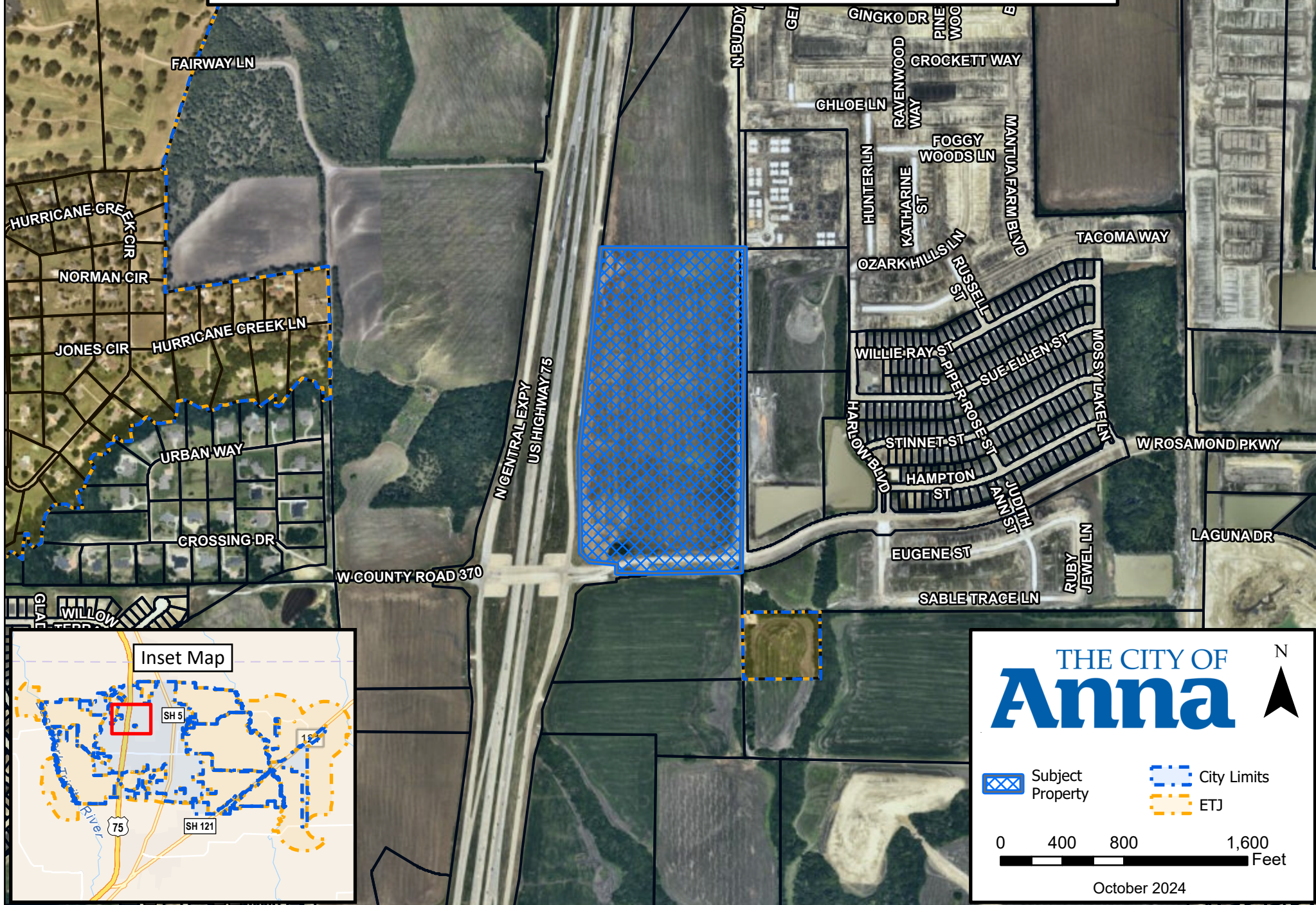
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat (PP 24-0012)
2. Resolution - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat (PP 24-0012)
3. Exhibit A - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat (PP 24-0012)

Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14 Preliminary Plat (PP 24-0012)



CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ROSAMOND CROSSING, NORTHEAST CORNER ADDITION, BLOCK A, LOTS 1-14, PRELIMINARY PLAT. (PP 24-0012)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, MJLA Adams LTD/Anna 18 LLC has submitted an application for the approval of Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat; and

WHEREAS, the Preliminary Plat conforms to the City's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Planning & Zoning Commission hereby approves Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

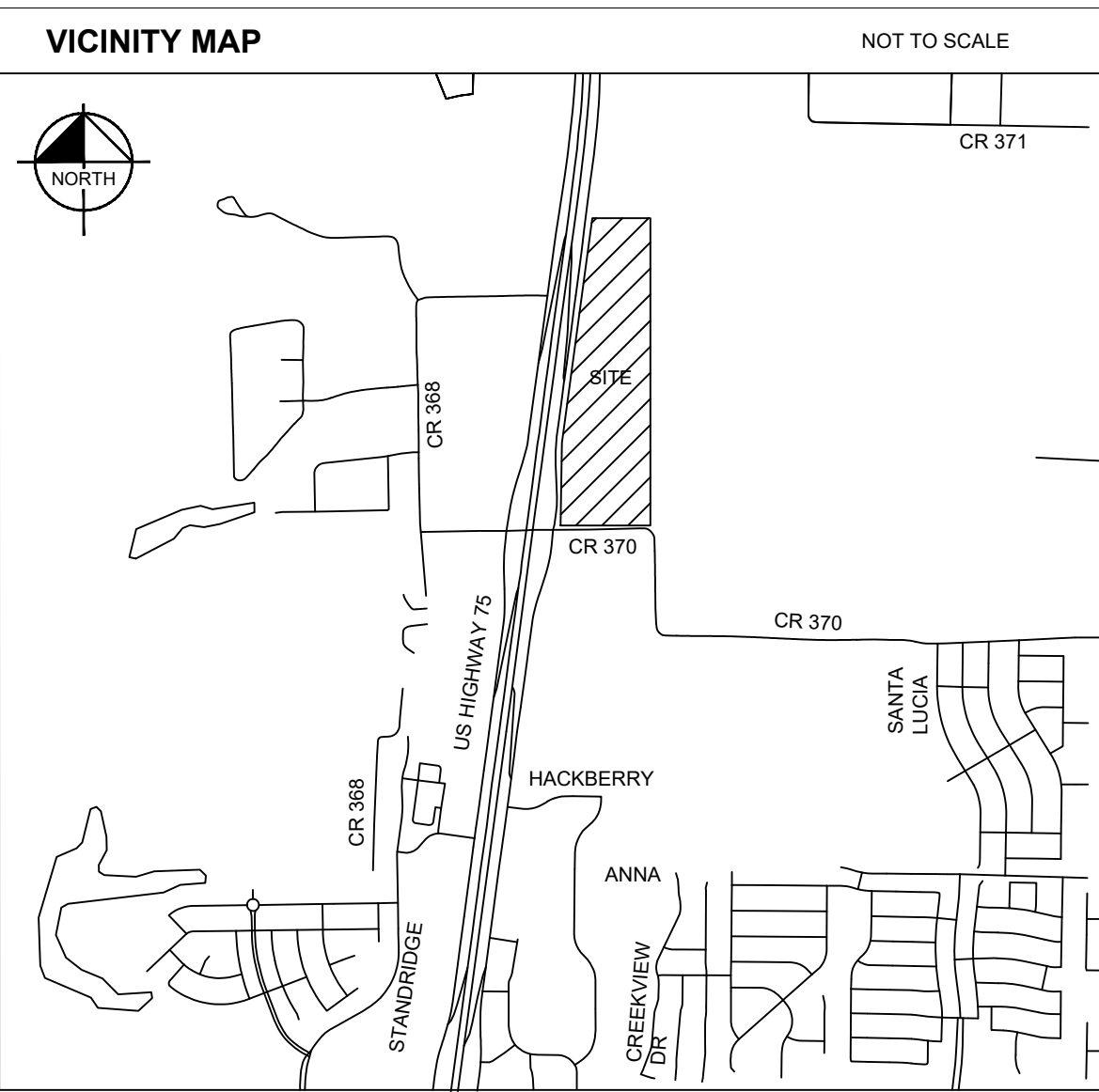
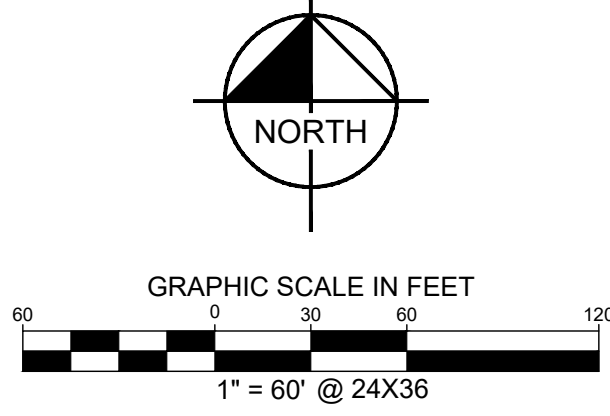
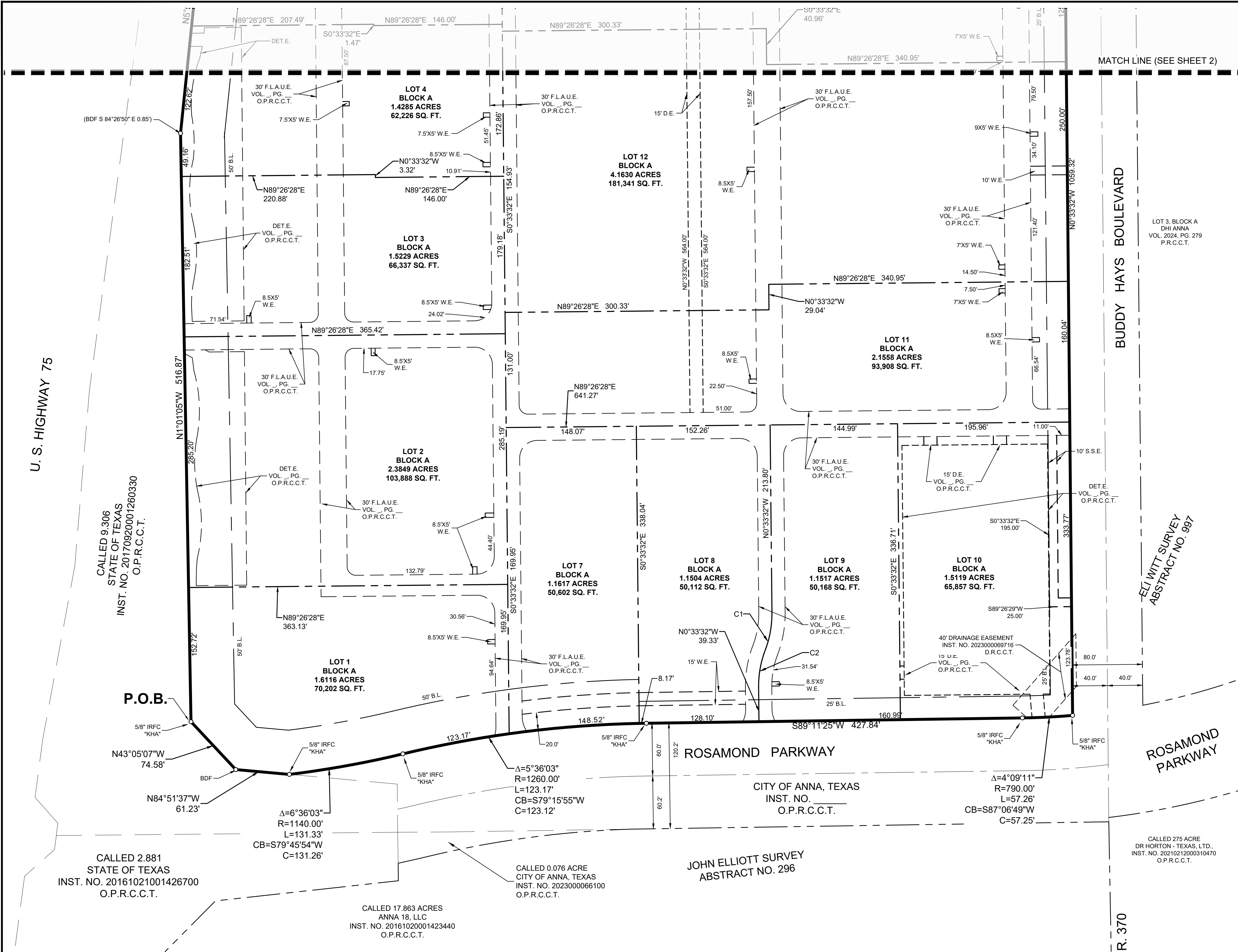
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



LEGEND	
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRCC	IRON ROD WITH CAP FOUND
PRF	PRINAIL FOUND
P.O.B.	POINT OF BEGINNING
W	"X" CUT IN CONCRETE FOUND
BL	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DET.E.	DETENTION EASEMENT
F.L.A.U.E.	FIRE LANE ACCESS & UTILITY EASEMENT
G.E.	GAS EASEMENT
L.S.	LANDSCAPE SETBACK
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
W.E.	WATER EASEMENT

- 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 0.99984731332.
 - The purpose of this preliminary plat is to dedicate easements.
 - 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.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

PRELIMINARY PLAT

ROSAMOND CROSSING

NORTHEAST CORNER ADDITION

BLOCK A, LOTS 1-14

BEING 26.6792 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
PP 24-0012

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034		FIRM # 10193822		Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
Scale 1" = 60'	Drawn by SRD	Checked by MBM	Date Oct. 2024	Project No. 063006060	Sheet No. 1 OF 3
OWNER:					
Ph: Contact:					
APPLICANT: Kimley-Horn and Associates, Inc. 2600 N. Central Expressway, Suite 400 Richardson TX 75080 Ph: 972-776-1700 Contact: Rob Lewis, PE					

APPROVED

November 4, 2024

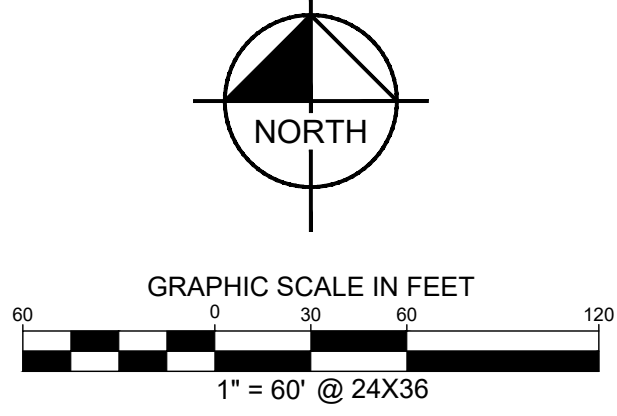
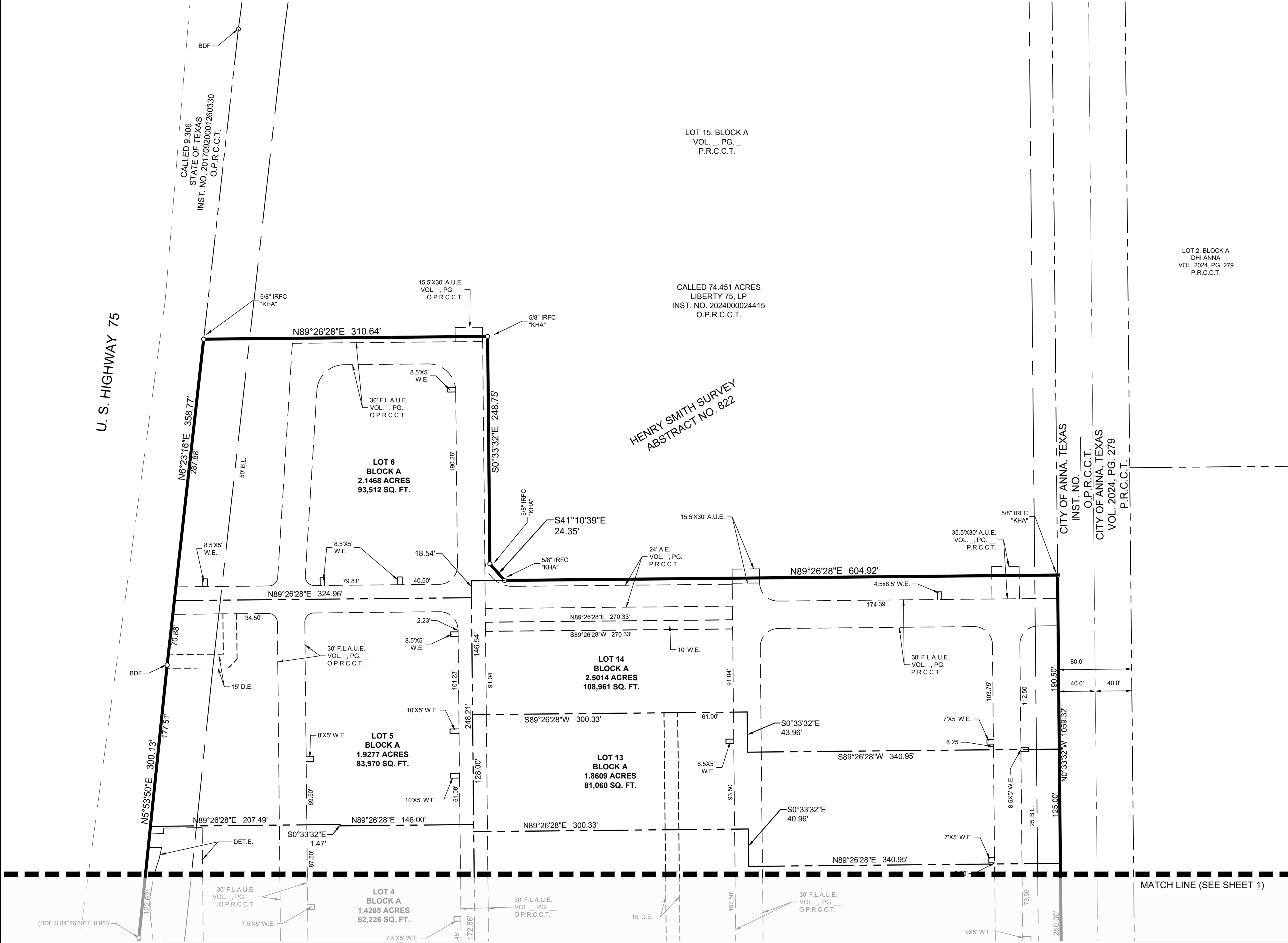
P&Z COMMISSION

CITY OF ANNA

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	21°29'50"	115.00'	43.15'	N10°11'23"E	42.90'
C2	21°29'50"	115.00'	43.15'	S10°11'23"W	42.90'

EXHIBIT A

Sheet 1 of 3



LEGEND	
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
PKF	PK NAIL FOUND
P.O.B.	POINT OF BEGINNING
1"X"	1"X" CUT IN CONCRETE FOUND
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DET.E.	DETENTION EASEMENT
F.L.A.U.E.	FIRE LANE ACCESS & UTILITY EASEMENT
G.E.	GAS EASEMENT
L.S.	LANDSCAPE SETBACK
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
W.E.	WATER EASEMENT

- 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 0.99984731332.
 - The purpose of this preliminary plat is to dedicate easements.
 - 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.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

PRELIMINARY PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-14
BEING 26.6792 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
PP 24-0012

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	21°29'50"	115.00'	43.15'	N10°11'23"E
C2	21°29'50"	115.00'	43.15'	S10°11'23"W

EXHIBIT A
Sheet 2 of 3

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	MBM	Oct. 2024	063006060	2 OF 3

OWNER:

Ph:

Contact:

APPLICANT:
Kimley-Horn and Associates, Inc.
2600 N. Central Expressway, Suite 400
Richardson TX 75080
Ph: 972-776-1700
Contact: Rob Lewis, PE

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

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

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS _____ is the owner of a tract of land situated in the Henry Smith Survey, Abstract No. 822, City of Anna, Collin County, Texas, and being part of a called 74.451-acre tract of land described in the Special Warranty Deed to Liberty 75, LP, recorded in Instrument No. 2024000024415, Official Public Records of Collin County, Texas, and being all of Lots 1-13, Block A, of Rosamond Crossing Northeast Corner Addition, an addition to the City of Allen, recorded in Volume ___, Page ___, Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a brass disk stamped "TxDOT R.O.W. Marker" found at the southernmost end of a right-of-way corner clip at the intersection of the north right-of-way line of Rosamond Parkway (a variable width right-of-way) and the east right-of-way line of U.S. Highway No. 75 (a variable width right-of-way);

THENCE North 43°05'07" West, with said right-of-way corner clip, a distance of 74.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the northernmost end of said right-of-way corner clip;

THENCE with said east right-of-way line, the following courses and distances:

North 01°01'05" West, a distance of 669.59 feet to a point for corner from which a brass disk stamped "TxDOT R.O.W. Marker" found bears South 84°26'50" East, a distance of 0.85 feet;

North 05°53'50" East, a distance of 300.13 feet to a brass disk stamped "TxDOT R.O.W. Marker" found for corner;

North 06°23'16" East, a distance of 358.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner at the northwest corner of said Lot 6, Block A and the westernmost southwest corner of Lot 15, of said Block A;

THENCE North 89°26'28" East, with the north line of said Lot 6, Block A and a re-entrant line of said Lot 15, Block A, a distance of 310.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner at the northeast corner of said Lot 6, Block A and a re-entrant corner of said Lot 16, Block A;

THENCE with the east line of said Lot 6, Block A and a re-entrant line of said Lot 15, Block A, the following courses and distances:

South 00°33'32" East, a distance of 248.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 41°10'39" East, a distance of 24.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the north line of said Lot 14, Block A, at the southernmost southwest corner of said Lot 15, Block A;

THENCE North 89°26'28" East, with the south line of said Lot 15, Block A and the north line of said Lot 14, Block A, a distance of 604.92 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the west right-of-way line of Buddy Hays Boulevard (an 80-foot wide right-of-way), at the northeast corner of said Lot 14, Block A;

THENCE South 00°33'32" East, with said west right-of-way line, a distance of 1,040.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the intersection of said west right-of-way line and said north right-of-way line of Rosamond Parkway, at the southeast corner of Lot 15, Block A, and at the beginning of a non-tangent curve to the right with a radius of 790.00 feet, a central angle of 04°09'11", and a chord bearing and distance of South 87°06'49" West, 57.25 feet;

THENCE with said north right-of-way line, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 57.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 89°11'25" West, a distance of 427.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 1,260.00 feet, a central angle of 12°43'32", and a chord bearing and distance of South 82°49'39" West, 279.27 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 279.85 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 1,140.00 feet, a central angle of 06°36'03", and a chord bearing and distance of South 79°45'54" West, 131.26 feet;

In a southwesterly direction, with said reverse curve to the right, an arc distance of 131.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

North 84°51'37" West, a distance of 61.23 feet to the POINT OF BEGINNING and containing 1,162,144 square feet or 26.6792 acres of land.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____; acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as ROSAMOND CROSSING NORTHEAST CORNER ADDITION, BLOCK A, LOTS 1-14, 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 _____, 2024.

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 _____, 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 _____, 2024.

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

DRAINAGE AND DETENTION EASEMENT

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

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

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.

ACCESS EASEMENT

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

Approved this _____ day of _____, 2024, by the City Council, City of Anna, Texas.

Mayor

City Secretary

PRELIMINARY PLAT

ROSAMOND CROSSING
NORTHEAST CORNER ADDITION
BLOCK A, LOTS 1-14

BEING 26.6792 ACRES SITUATED IN
THE HENRY SMITH SURVEY, ABSTRACT NO. 882
CITY OF ANNA, COLLIN COUNTY, TEXAS
OCTOBER 2024
PP 24-0012

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
SRD	SRD	MBM	Oct. 2024	063006060	3 OF 3

OWNER:

Ph:
Contact:

APPLICANT:
Kimley-Horn and Associates, Inc.
2600 N. Central Expressway, Suite 400
Richardson TX 75080
Ph: 972-776-1700
Contact: Rob Lewis, PE

APPROVED
November 4, 2024
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Sheet 3 of 3



Item No. 12.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding the Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan (PSP-0005)
Owner: Anna 18 LLC/MJLA Adams LTD

SUMMARY:

Five retail/restaurant buildings, three retail buildings, a grocery store, four vacant commercial lots, and a detention pond on 14 lots on 26.7± acres located at the northeast corner of Rosamond Parkway and N. Central Expressway (U.S. Highway 75). Zoned Planned Development (Ord. 1111-2024-08).

The purpose of the Preliminary Site Plan is to show the proposed commercial development and related site improvements.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Preliminary Site Plan is in conformance with the adopted Planned Development standards (Ord. 1111-2024-08) and city's Subdivision Regulations and Zoning Ordinance and is subject to additions and/or alterations to the engineering plans as required by the City Engineer. Recommended for approval as submitted.

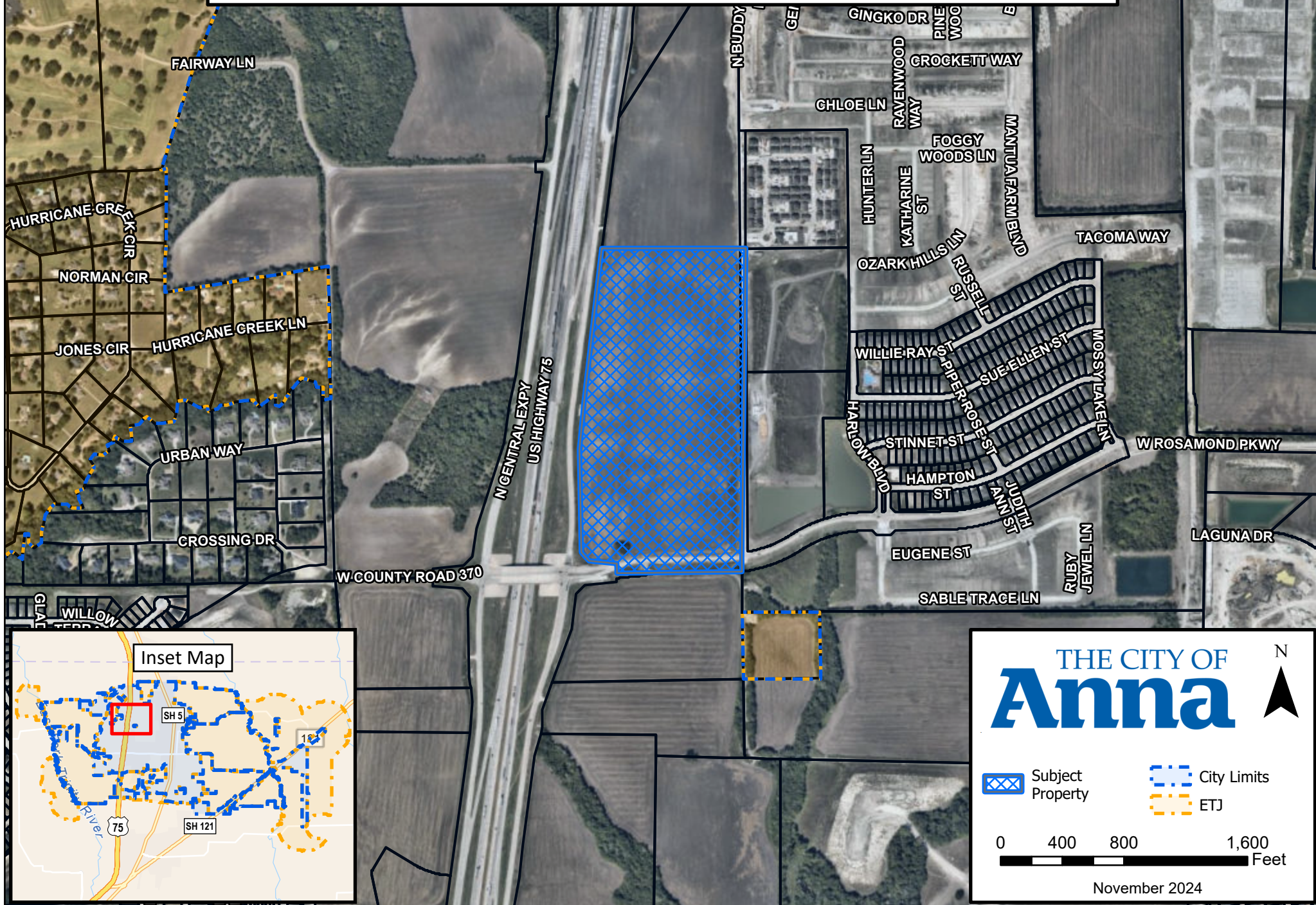
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan (PSP-0005)
2. Resolution - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan (PSP-0005)
3. Exhibit A - Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan (PSP-0005)

Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14 Preliminary Site Plan (PSP 24-0005)



CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ROSAMOND CROSSING
NORTHEAST CORNER ADDITION, BLOCK A, LOTS 1-14, PRELIMINARY SITE PLAN
(PSP 24-0005)**

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna 18 LLC/MJLA Adams LTD has submitted an application for the approval of Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan; and

WHEREAS, the Preliminary Site Plan conforms to the City's Subdivision Regulations and Zoning Ordinance; and

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION
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 Site Plan

The Planning & Zoning Commission hereby approves Rosamond Crossing Northeast Corner Addition, Block A, Lots 1-14, Preliminary Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



Item No. 13.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
Owner: Autobody By Fisher, LP

SUMMARY:

One lot with a single family home on 4.99± acres on the north side of FM 2862, 800± feet east of Oak Circle in the Extraterritorial Jurisdiction (ETJ).

The Final Plat subdivides one lot into three lots. The applicant is requesting a waiver from:

9.02.087(b) - Minimum Frontage on A Public Street

Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under Article 9.04 or an approved planned development district.

9.02.081(c)(1) - Adequacy Of Streets and Thoroughfares - Responsibility for adequacy of streets and thoroughfares.

The property owner shall ensure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the City's cost participation policies on oversized facilities.

9.02.081(6)(A) - Street Dedications - Dedication of Right-of-Way

The developer shall dedicate all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach streets, as shown in the comprehensive plan and as required by the design standards or by other valid development plans approved by City Council.

9.02.081(o) - Maximum and Minimum Length of Block or Street Segments

The maximum length of any block or street segment, including a looped street, shall be

1,200 feet and the minimum length of any block or street segment shall be 400 feet, as measured along the street centerline and between the point(s) of intersection with other through streets. A cul-de-sac or dead-end street shall not be considered a through street. The block length is not measured along the side of a block that does not include the front of any lot.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

The Final Plat is in conformance with the City's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the City Engineer and City Council approval of the waiver request.

Recommended for approval subject to a Waiver from the following Subdivision Ordinance requirements:

1. **9.02.087(b)** - Minimum Frontage on A Public Street
2. **9.02.081(c)(1)** - Adequacy Of Streets and Thoroughfares - Responsibility for adequacy of streets and thoroughfares.
3. **9.02.081(6)(A)** - Street Dedications - Dedication of Right-of-Way
4. **9.02.081(o)** - Maximum and Minimum Length of Block or Street Segments

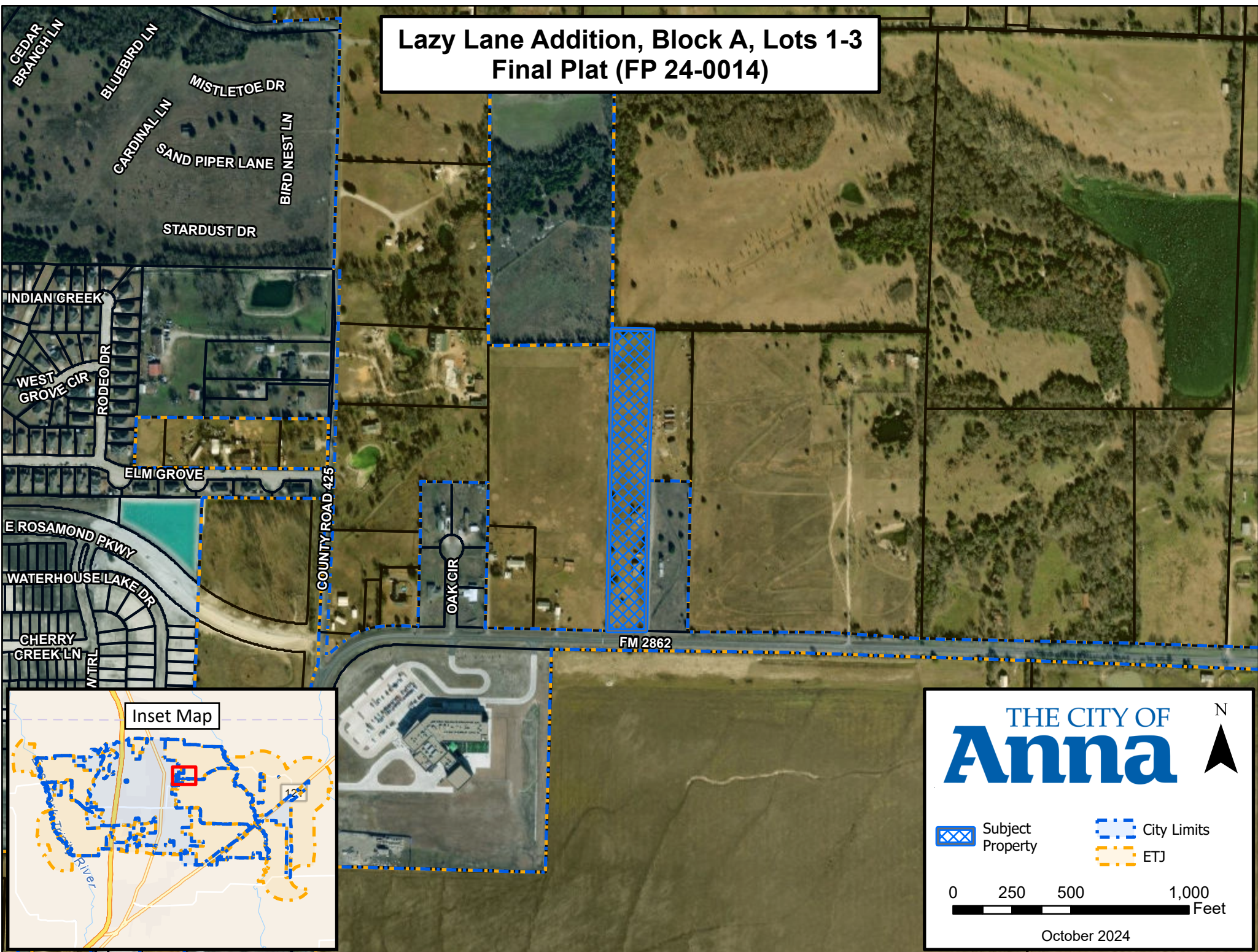
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
2. Resolution - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
3. Exhibit A - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)
4. Waiver - Lazy Lane Addition, Block A, Lots 1-3, Final Plat. (FP 24-0014)

Lazy Lane Addition, Block A, Lots 1-3
Final Plat (FP 24-0014)



THE CITY OF
Anna

Subject
Property

City Limits
ETJ

0 250 500 1,000
Feet

October 2024

CITY OF ANNA, TEXAS

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LAZY LANE ADDITION, BLOCK A, LOTS 1-3, FINAL PLAT. (FP 24-0014)

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 has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Autobody by Fisher, LP has submitted an application for the approval of Lazy Lane Addition, Block A, Lots 1-3, Final Plat; and

WHEREAS, The Applicant requests waivers from the following regulations located within the Subdivision Regulations and Design Standards of the City of Anna;

1. 9.02.087(b) - Minimum Frontage on A Public Street
2. 9.02.081(c)(1) - Adequacy of Streets and Thoroughfares - Responsibility for adequacy of streets and thoroughfares.
3. 9.02.081(6)(A) - Street Dedications - Dedication of Right-of-Way
4. 9.02.081(o) - Maximum and Minimum Length of Block or Street Segments

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF ANNA, TEXAS, THAT:

Section 1. Recitals Incorporated

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

Section 2. Conditional waiver of the aforementioned sections of the subdivision regulations.

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

1. Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
 - *The 20-foot road easement is an existing condition in which five lots would share. Currently there is a single-family residence on Lot 1.*

2. The conditions upon which the request for a waivers/suspensions are based is unique to the Property and are not applicable generally to other property;
 - *The tract of land has an existing 20-foot access easement for a distance of 640± feet until the developable portion of lot 3.*
3. Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;
 - *Due to the location of lots 2 and 3 the applicant tis not able to meet the frontage requirements.*
4. The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city;
 - *The waiver request is specific to four standards contained within the Subdivision Ordinance and Design Standards.*
5. An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein.
 - *The proposed plat provides the necessary access for the creation of 3 lots.*

Section 3. Approval of Final Plat

The Planning & Zoning Commission hereby approves Lazy Lane Addition, Block A, Lots 1-3, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

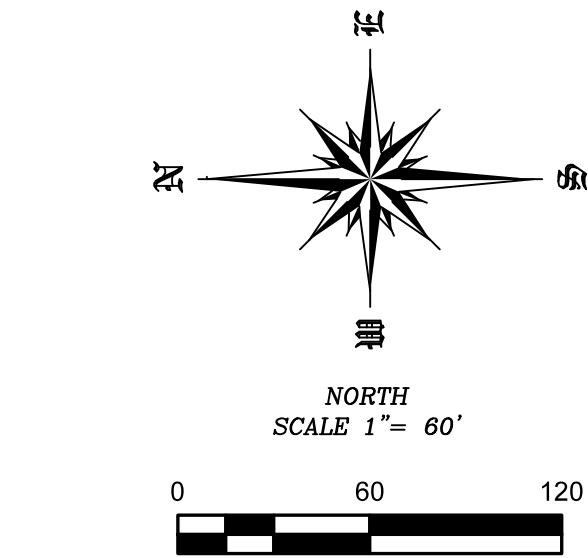
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 4th day of November, 2024.

ATTEST:

APPROVED:

Director of Development Services,
Stephanie Scott-Sims, AICP

Planning & Zoning Commission, Chair
Jessica Walden



LEGEND		
R.M.	=	REFERENCE MONUMENT
CIRF	=	CAPPED 1/2" IRON ROD FOUND STAMPED (4613)
IRF	=	IRON ROD FOUND
D.R.C.C.T.	=	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	=	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	=	PLAT RECORDS OF COLLIN COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°57'09" E	45.00'
L2	N 89°01'10" W	10.00'
L3	N 29°01'10" W	20.00'
L4	N 00°58'50" E	133.34'

NOTES:

- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2024, Surdukan Surveying, Inc.
- This survey is being provided solely for the use of the current parties.
- This survey is subject to all easements of record.
- The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Existing Electric is provided by Grayson Collin Electric Cooperative.
- Existing Water is provided by City of Anna.
- Septic is onsite.
- The purpose of this plat is to create 3 Lots.

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.

FLOODPLAIN NOTE:

According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0160 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

VICINITY MAP NOT TO SCALE

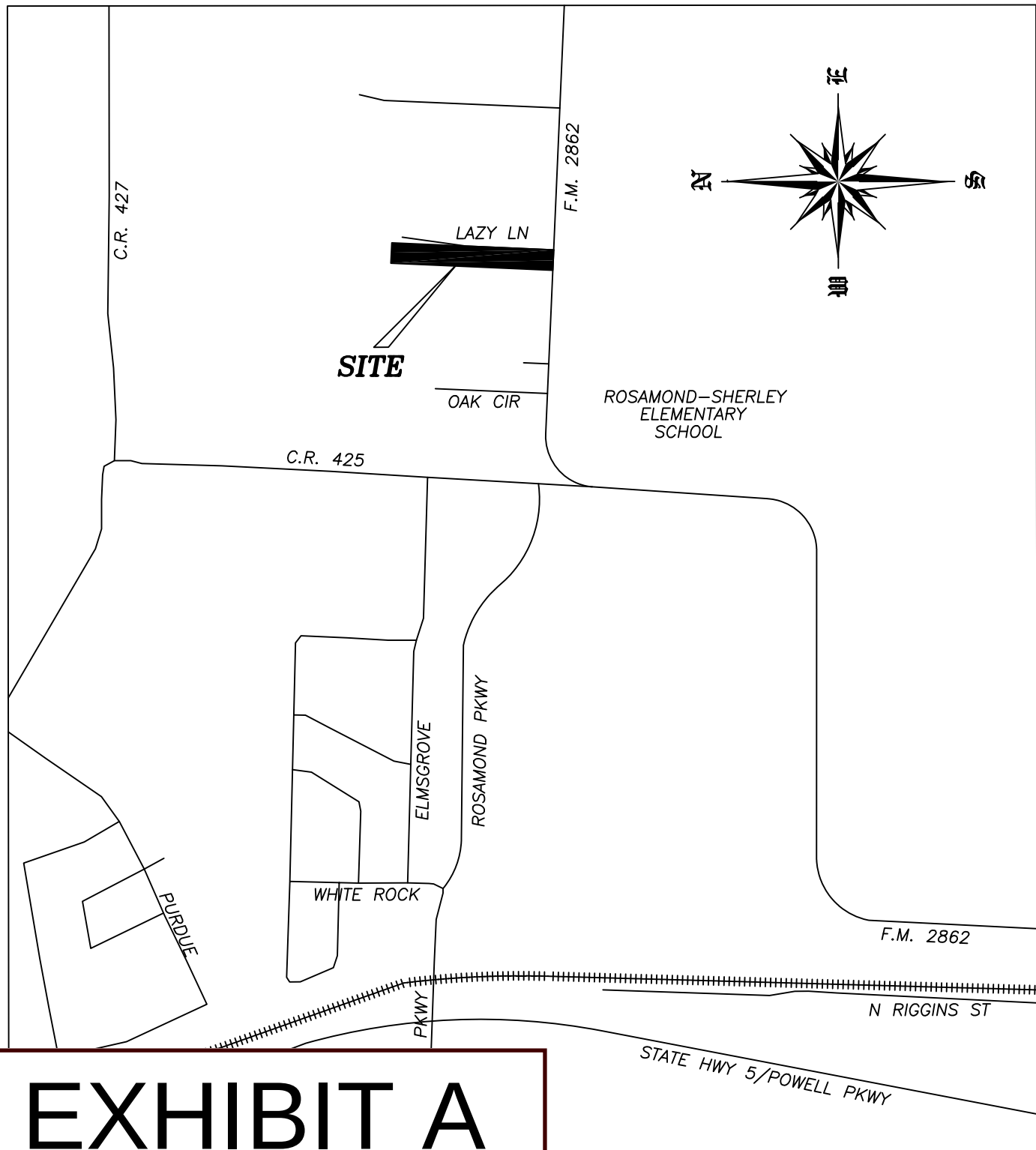


EXHIBIT A

CALLED 88.7622 ACRES
3MC JOINT VENTURE
VOLUME 3670, PAGE 174
D.R.C.C.T.

CALLLED 16.061 ACRES
ANNA 16 ACRES, LLC
INSTRUMENT NO. 202400006397
O.P.R.C.C.T.

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, AUTOBODY BY FISHER, LP, is the owner of a tract of land situated in the John C. Farris Survey, Abstract No. 330, Collin County, Texas and being all of a 4.996 acre tract of land conveyed to Autobody by Fisher, LP, as recorded in Instrument No. 2024000069352 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING in the north Right-of-Way (ROW) line of F.M. 2862 at a 1/2" iron rod with plastic cap stamped "4613" found for the southwest corner of the called 4.996 acre tract of land, said iron rod also being the southeast corner of a called 12.423 acre tract of land conveyed to The Duer Family Trust as recorded in Volume 4326, Page 2637 of the Deed Records of Collin County, Texas, and said iron rod bears N 00°57'09" E a distance of 45.00' from the southwest corner of said John C. Farris Survey;
THENCE N 00°57'09" E with the west line of the called 4.996 acre tract of land a distance of 1276.36' to a 1/2" iron rod with plastic cap stamped "4613" found for corner in the east line of a called 16.061 acre tract of land conveyed to Anna 16 Acres, LLC as recorded in Instrument No. 202400006397 of the Official Public Records of Collin County, Texas and said iron rod set being at the eastern most southeast corner of a called 88.7622 acre tract of land conveyed to 3MC Joint Venture as recorded in Volume 3670, Page 174 of the Deed Records of Collin County, Texas;
THENCE S 89°22'51" E with the south line of the called 88.7622 acre tract of land a distance of 170.67' to a 1/2" iron rod found for the northwest corner of Lot 1, Block A of the F.D. Hall Addition, an addition to the ETJ of the City of Anna as shown on the plat thereof recorded in Volume 2024, Page 91 of the Plat Records of Collin County, Texas;
THENCE S 00°58'50" W a distance of 1278.58' to a 1/2" iron rod found in the middle of Lazy Lane (Private Road) and in the north ROW line of F.M. 2862 and said iron rod being at the southwest corner of a called 2,500 acre tract of land conveyed to the Kamy Trust as recorded in Instrument NO. 2013050800625770 of the Official Public Records of Collin County, Texas;
THENCE N 88°38'04" W with the north ROW line of F.M. 2862 a distance of 170.05' to the POINT OF BEGINNING, and containing 217,622 Square Feet or 4.996 acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Autobody by Fisher, LP, does hereby adopt this plat designating the hereinabove described property as LAZY LANE ADDITION, BLOCK A, LOTS 1-3, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. 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 _____, 2024.

Richard Fisher — OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for Collin County, Texas

My Commission Expires: _____

COLLIN COUNTY NOTES:

All lots must utilize alternative type On-Site Sewage Facilities.
Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/bands, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.
There is a 10' utility easement along each side and rear property line of lot 1 to which OSSF setbacks apply.
There are no easements other than those noted above.
There were several, existing structures/dwelling and a single associated OSSF on Lot 1 at the time of approval.
1. The existing OSSF on Lot 1 is an alternative system, suitable for the site and existing structure. Any changes to the existing structure must be reviewed by CCDS prior to construction for compliance with OSSF regulations.
2. Following required repairs, the P.S. As-Builts submitted with the plat shows all OSSF components for the plat to be completely within the boundaries of the plat. If any of the OSSF components are actually over any of the lot lines and continue onto another parcel, the entire systems must be replaced with an approved alternative system (after review and permitted through CCDS).
Tree removal and/or grading for OSSF may be required on individual lots.
There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
Each lot is limited to a maximum of 5,000 gallons of treated/discharged sewage each day.
HEALTH DEPARTMENT CERTIFICATION
I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

(TO BE REVISED PER COUNTY REVIEW COMMENTS)

STATE OF TEXAS §
COUNTY OF COLLIN §

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

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.

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for Collin County

My Commission Expires: _____

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2024, by the Planning & Development Department for the City of Anna, Texas

(Planning Manager)

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.

FINAL PLAT
LAZY LANE ADDITION
BLOCK A, LOTS 1-3
4.996 ACRES
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS
JOHN C. FARRIS SURVEY
ABSTRACT NO. 330

FP 24-0014

OWNER
AUTOBODY BY FISHER, LP
255 S. HENRY HYNDS EXPY
VAN ALSTYNE, TEXAS 75409
903-482-5171

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

Planning & Zoning Commission and City Council
City of Anna
120 W 7th Street
Anna, Texas 75409

Re: Waiver Request – Lazy Lane Addition Final Plat

Commission and Council Members:

As an applicant, I have submitted a final plat for consideration by the City Planning & Zoning Commission and City Council at upcoming hearings. I respectfully request that this final plat be approved with a waiver to the following requirement(s):

§ 9.02.087 (b) Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district.

§ 9.02.081

(c) Adequacy of streets and thoroughfares.

(1) Responsibility for adequacy of streets and thoroughfares. The property owner shall ensure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the city's cost participation policies on oversized facilities.

(6) Street dedications.

(A) Dedication of right-of-way. The developer shall dedicate all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach streets, as shown in the comprehensive plan and as required by the design standards or by other valid development plans approved by city council.

(o) Maximum and minimum length of block or street segments. The maximum length of any block or street segment, including a looped street, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet, as measured along the street centerline and between the point(s) of intersection with other through streets. A cul-de-sac or dead-end street shall not be considered a through street. The block length is not measured along the side of a block that does not include the front of any lot.

This waiver is requested based on the following:

A. The City has approved the F.D. Hall Addition in September of 2023 which is located east of Lot 3 of the proposed Lazy Lane Addition. The F.D. Hall Addition does not border on public Right Of Way. Their access is through the 20' access easement as shown on the F.D. Hall Addition filed in Volume 2024, Page 91, P.R.C.C.T. The 20' access easement is also shown centered on the east property line of the proposed Lazy Lane Addition.

B. The final plat being presented for consideration does include a 20' access easement that is centered on the property line between this property and a called 2.500 acre tract to Kamy Trust filed in Instrument No. 2024000006397, O.P.R.C.C.T. The 20' access easement is currently in place by separate instrument and is being used to access the F.D. Hall Addition.

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

Sincerely,

Richard Fisher
Applicant and Owner

A handwritten signature in cursive script, appearing to read "Richard Fisher", written in dark ink.



Item No. 14.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: November 4, 2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance amending the Planned Development (Ord. No. 792-2018) for Lakeview Estates Phase 3, Block B, Lot 17 (PD 24-0003).

Owner: California Orange Textile LLC

SUMMARY:

A Daycare on one lot on 2.0± acres on the east side of South Ferguson Parkway, 140± feet north of Elm Street. Zoned Planned Development-Commercial (PD-C).

BACKGROUND:

The planned development ordinance limits the use of the property to a daycare use only. The applicant is proposing to amend the planned development ordinance to also allow a school use. The building is currently under construction as a daycare. The applicant is proposing to use the building for elementary school classes, which is not currently allowed under the ordinance.

The property was originally platted as part of the Lakeview Estates, Phase 3 subdivision. Upon completion of construction, the property will be replatted and renamed to Lakeview Estates Commercial, Block A, Lot 1 as shown on the approved Site Plan.

Surrounding Land Use and Zoning

North	A School zoned SF-E
East	Single-family residential zoned Planned Development-Residential (PD-R) (Ord. No. 791-2018)
South	Single-family residential zoned Planned Development-Residential (PD-R) (Ord. No. 791-2018)
West	Single-family residential zoned Planned Development-Residential (PD-R) (Ord. No. 2000-15)

Proposed Use

The applicant is proposing to use the building to hold elementary school classes.

Within the Zoning Ordinance (Sec. 9.04.081 Land Use Terms), these uses are defined as:

Child Care Facility, Daycare

An establishment providing care for seven (7) or more children for less than twenty-four (24) hours a day at a location other than the permit holder's home. A State license is required. Also includes similar terms such as nursery and child care center. See Chapter 42 of the Human Resources Code.

School

A public or private educational facility offering instruction at the elementary, junior, and/or senior high school levels in the branches of learning and study required to be taught in the schools of Texas.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends repealing Ord. No. 792-2018 and replacing it with a Planned Development-Local Commercial (C-1) zoning for the specific use of the property as Child Care Facility, Daycare and School.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Locator Map - Lakeview Estates Phase 3, Block B, Lot 17 (PD 24-0003).
2. Ordinance - Lakeview Estates, Phase 3, Block B, Lot 17
3. Exhibit A - Legal Description
4. Exhibit B - Site Plan
5. Current Ordinance - Ord. No. 792-2018
6. Approved Site Plan - PZ Res 2024-02-0044 Lakeview Estates Commercial, Block A, Lot 2, Site Plan

Lakeview Estates, Phase 3, Block B, Lot 17
Zoning (PD 24-0003)



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located generally located on the east side of South Ferguson Parkway, 140± feet north of Elm Street)

ORDINANCE NO. _____

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

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

WHEREAS, the City has received a requested zoning amendment to a Planned Development (Ordinance No. 792-2018) on Property described in Exhibit A ("Property") and depicted in Exhibit B ("Site Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located on the east side of South Ferguson Parkway, 140± feet north of Elm Street; 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 Ordinance Amended

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by repealing Ordinance No. 792-2018 and replacing the zoning of the property described in Exhibit A and as depicted in the Site Plan on the attached Exhibit B ("Concept Plan").

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building

elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Local Commercial District (C-1) and the Planning and Development Regulations except as otherwise specified herein.

a. **Permitted Uses**

This property is restricted to the following uses in substantial conformance with the previously approved site plan (Res. No. 2024-02-0044):

- i. Child Care Facility, Daycare
- ii. School.

Section 3. Official Zoning Map

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

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 10th day of December 2024.

ATTESTED:

APPROVED:

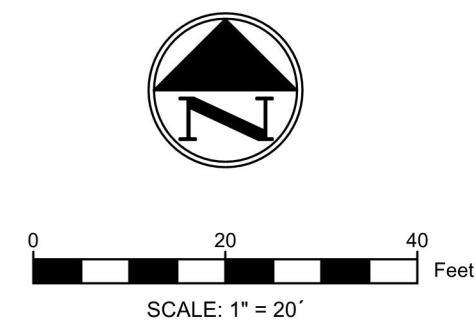
Carrie L. Land, City Secretary

Pete Cain, Mayor

EXHIBIT A

LEGAL DESCRIPTION:

Lakeview Estates, Phase 3, Block B, Lot 17



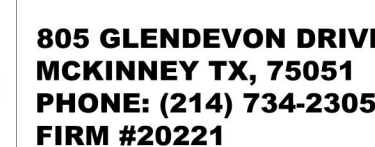
NOTE :

1. DETENTION FOR THIS DEVELOPMENT WAS PREVIOUSLY CONSIDERED IN THE DESIGN OF LAKEVIEW ESTATES PHASE 3. NO DENTETION IS REQUIRED FOR THIS SITE
2. THERE ARE NO TREES ON SITE, THEREFORE A TREE PRESERVATION PLAN IS NOT REQUIRED

	FIRE LANE
	LANDSCAPING
	PROPOSED FIRE DEPT. CONNECTION
	PARKING COUNT
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	PROPOSED WATER METER

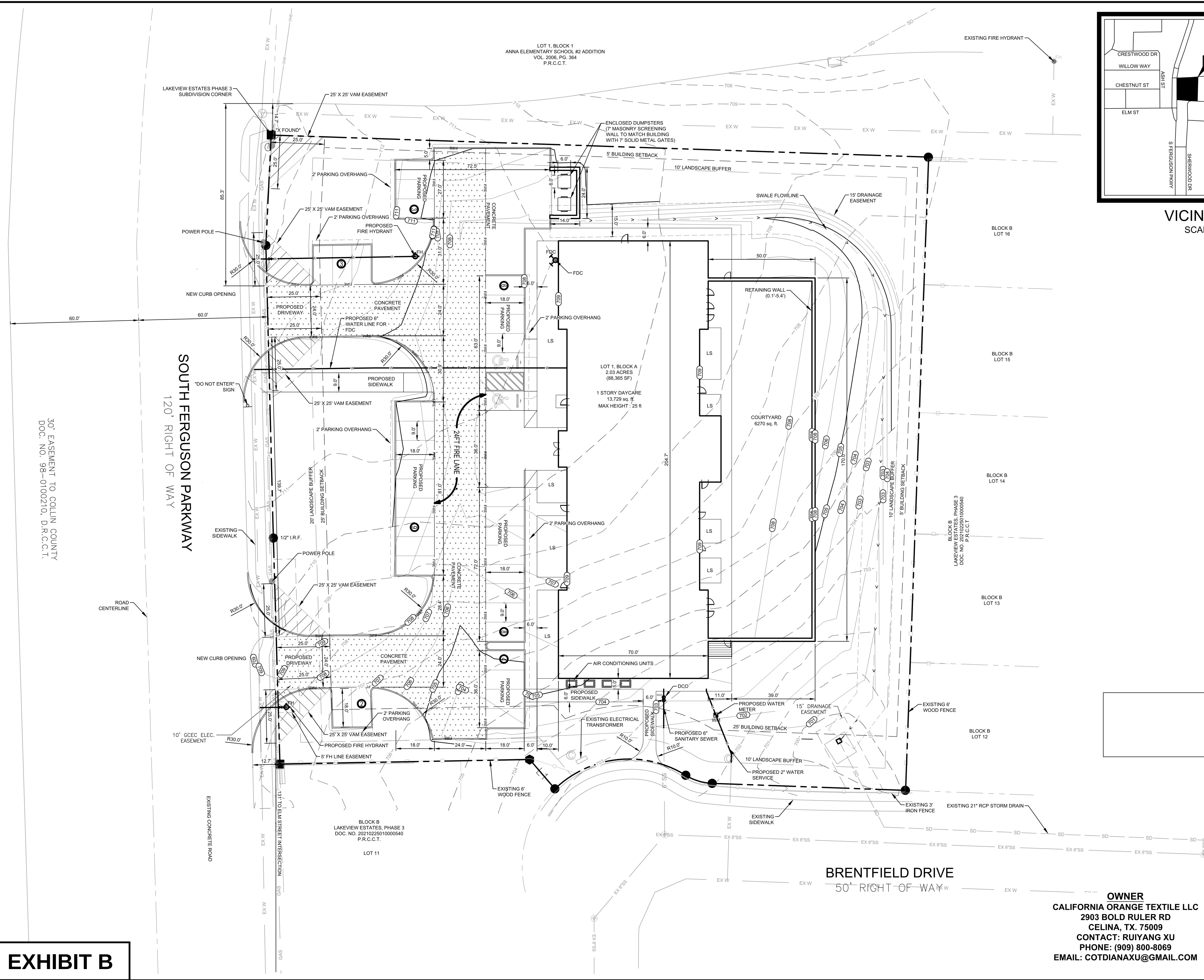


SITE PLAN
LAKEVIEW ESTATES COMMERCIAL
BLOCK A, LOT 1
2.03 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
LAKEVIEW ESTATES, PHASE 3
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
DECEMBER 22, 2023



DESIGNED: NP	DATE	PROJECT #	SHEET
DRAWN: NP	JANUARY 2024	23-011	C-2.0
REVIEWER: MG			

OWNER
CALIFORNIA ORANGE TEXTILE LLC
2903 BOLD RULER RD
CELINA, TX. 75009
CONTACT: RUIYANG XU
PHONE: (909) 800-8069
EMAIL: COTDIANAXU@GMAIL.COM



CITY OF ANNA, TEXAS
ORDINANCE NO. 792-2018

**AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ZONING
MAP OF THE CITY OF ANNA TO PROVIDE FOR REZONING OF CERTAIN
PROPERTY; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the owner of the property described in Exhibit A attached hereto has requested a certain zoning for said property; and WHEREAS, the City Council of the City of Anna has given the requisite notices and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council of the City of Anna has concluded that the Zoning Ordinance of the City of Anna should be amended as follows:

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

Section 1. The Comprehensive Zoning Ordinance of the City of Anna, Texas, is amended by zoning the tract described in Exhibit A, attached hereto and made an integral part of this Ordinance. The Planned Development shall be for the specific use of a daycare facility using all other C-1 Commercial Zoning requirements and standards.

Section 2. The official Zoning Map of the City of Anna shall be amended to reflect the change in zoning described herein.

Section 3. All ordinances of the City of Anna in conflict with the provisions of this ordinance are repealed to the extent of that conflict.

Section 4. This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED on this the 9th day of October, 2018, by the following vote of the City Council of the City of Anna, Texas,

AYES

NAYS

ABSTENTIONS

7
0
0

APPROVED:

ATTEST:


Mayor- Nate Pike


City Secretary- Carrie L. Smith



EXHIBIT 'A'
LEGAL DESCRIPTION

BEING, a 2.029 acre tract of land situated in the Collin County, Texas, being a part of the Joseph Schluter Survey, Abstract No. 856 and being part of the 9.736 acre tract of land conveyed to P&R Anna Realty, LLC by deed of record in Instrument No. 20170120000085920 of the Official Public Records of Collin County, Texas and part of the 7.076 acre tract of land conveyed to Anna Realty, LLC by deed of record in Instrument No. 20160801000991780 of the said Official Public Records; said 2.029 acre tract being more particularly described as follows:

BEGINNING, at a "X" cut in concrete found for corner in the east right-of-way line of South Ferguson Parkway (a 120' right-of-way); said point also being the northwest corner of said Anna Realty tract and the southwest corner of Lot 1, Block 1, Anna Elementary School #2 Addition, an addition to the City of Anna, Texas according to the plat recorded in Volume 2006, Page 364 of the Plat Records of Collin County, Texas;

THENCE, South 88 degrees, 04 minutes, 45 seconds East, along the common line between said Anna Realty tract and said Lot 1, Block 1, a distance of 307.58 feet to a point for corner;

THENCE, South 02 degrees, 04 minutes, 58 seconds West, departing the said common line between Anna Realty tract and Lot 1, Block 1, a distance of 296.43 feet to a point for corner;

THENCE, North 87 degrees, 55 minutes, 02 seconds West, a distance of 97.95 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, in a westerly direction, along said curve to the left, having a central angle of 82 degrees, 49 minutes, 00 seconds, a radius of 50.00 feet, a chord bearing and distance of South 87 degrees, 32 minutes, 39 seconds West, 66.14 feet, an arc distance of 72.27 feet, to a point at the end of said curve;

THENCE, North 40 degrees, 40 minutes, 20 seconds West, a distance of 18.09 feet to a point for corner;

THENCE, South 88 degrees, 56 minutes, 17 seconds West, a distance of 116.82 feet to a point for corner in the said east line of South Ferguson Parkway and in the west line of said P&R Anna Realty tract;

THENCE, North 01 degrees, 39 minutes, 56 seconds West, along the said east line of South Ferguson Parkway and said west line of P&R Anna Realty tract, a distance of 105.82 feet to a 1/2-inch iron rod found at an angle point; said point also being the northwest corner of said P&R Anna Realty tract and the southwest corner of said Anna Realty tract;

THENCE, North 01 degrees, 27 minutes, 42 seconds West, continuing along the said east line of South Ferguson Parkway and the west line of said Anna Realty tract, a distance of 136.91 feet to a 5/8-inch iron rod with "WESTWOOD PS" cap set at an angle point;

THENCE, North 02 degrees, 45 minutes 20 seconds East, continuing along the said east line of South Ferguson Parkway and said west line of Anna Realty tract, a distance of 51.68 feet to the POINT OF BEGINNING;

CONTAINING, 88,366 square feet or 2.029 acres of land, more or less.

792-2018



455

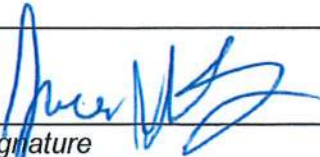
SITE

798-2018

PROPERTY OWNER RESPONSE FORM

- ☒ I favor the proposed zoning change.
- ☐ I oppose the proposed zoning change.
- ☐ I have no opinion regarding the proposed zoning change.

Reason(s) for above opinion: I feel it will be beneficial to the
area since the elementary school is right there.
(C-1)


Signature

1405 Ash St., Anna, TX 75409 (rental address)
Address (Street/Road, City, Zip)

PO Box 744, Prosper, TX 75076 (business address)
personal address on envelope

Please return form to:
City of Anna
Planning and Development Department
POB 776 (or 3223 N. Powell Parkway, if hand delivered)
Anna, TX 75409
Or bring form to public hearing (meeting time and place attached).

PROPERTY OWNER RESPONSE FORM

- ☒ I favor the proposed zoning change.

☐ I oppose the proposed zoning change.

☐ I have no opinion regarding the proposed zoning change.

Reason(s) for above opinion: _____

T. D. H.
Signature

2328 HARRISBURG LN, PLANO TX 75025
Address (Street/Road, City, Zip)
ANNA REALTY LLC

Please return form to:

City of Anna

Planning and Development Department

POB 776 (or 3223 N. Powell Parkway, if hand delivered)

Anna, TX 75409

Or bring form to public hearing (meeting time and place attached).

CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2024-02-0044

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LAKEVIEW ESTATES COMMERCIAL, BLOCK A, LOT 1, SITE PLAN.

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

WHEREAS, California Orange Textile LLC has submitted an application for the approval of Lakeview Estates, Block A, Lot 1, Site Plan; and

WHEREAS, the Site Plan conforms to the city's Subdivision Regulations and Zoning Ordinance; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION 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 Planning & Zoning Commission hereby approves Lakeview Estates Commercial, Block A, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of January, 2024.

ATTEST:



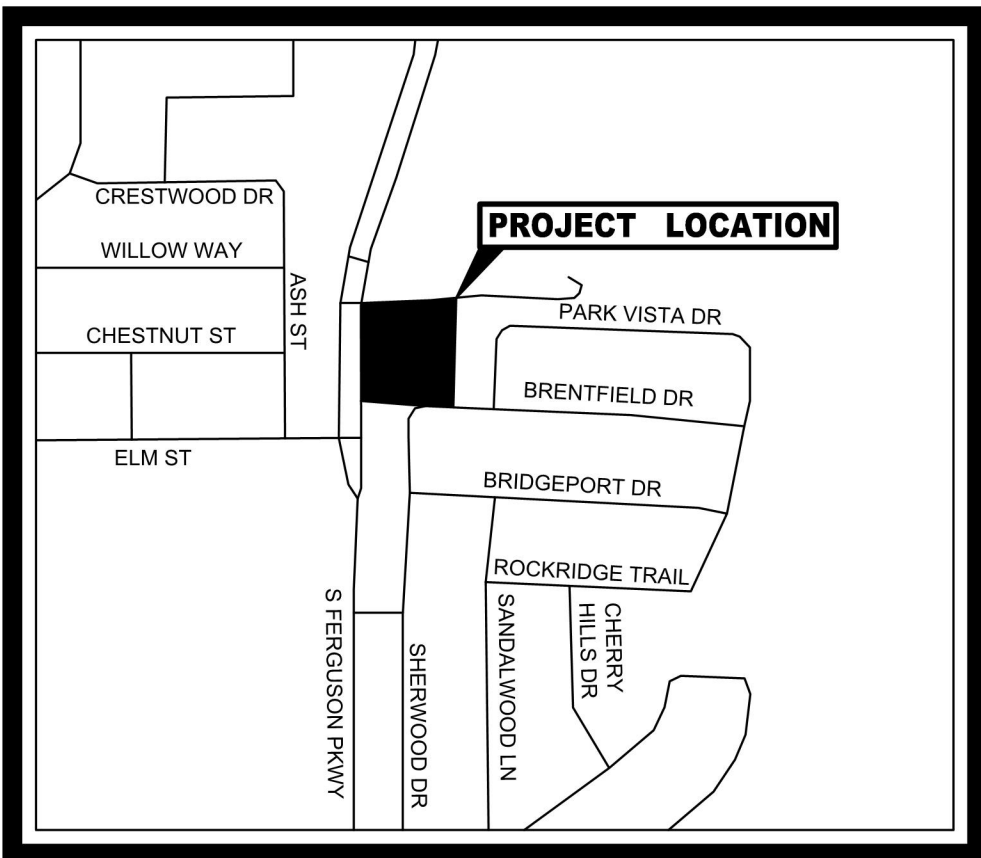
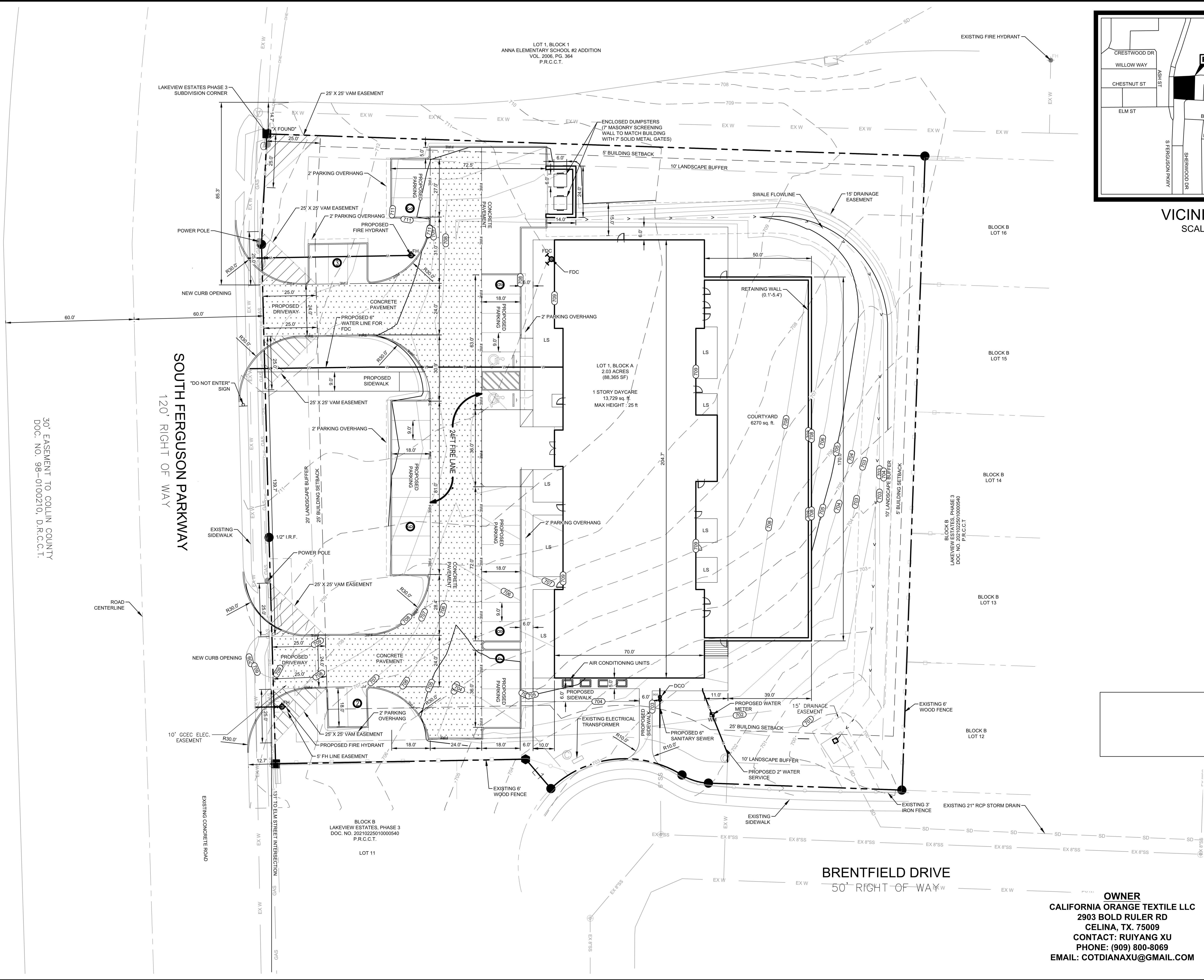
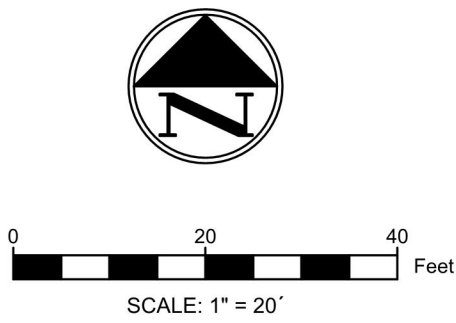
Interim Director of Development Services,
Nader Jeri

APPROVED:



Planning & Zoning Commission, Chair
Kelly Patterson-Herndon



VICINITY MAP
SCALE: N.T.S.

SITE PLAN TABLE	
SITE DATA SUMMARY	
GENERAL SITE DATA	
ZONING	PD-C (Ord No. 792-2018)
LAND USE DESIGNATION	DAYCARE
LOT AREA	2.03 ACRES/88,361 SQ. FT.
BUILDING FOOTPRINT AREA (S.F.)	13,729
TOTAL BUILDING AREA (S.F.)	13,729
BUILDING HEIGHT (# STORIES)	1
BUILDING HEIGHT (FT)	25
LOT COVERAGE (%)	51.69
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	1 PER 5 PUPILS
REQUIRED PARKING	32
PROVIDED PARKING	35
ACCESSIBLE PARKING REQUIRED (#SPACES)	2
ACCESSIBLE PARKING PROVIDED (#SPACES)	2

NOTE:

1. DETENTION FOR THIS DEVELOPMENT WAS PREVIOUSLY CONSIDERED IN THE DESIGN OF LAKEVIEW ESTATES PHASE 3. NO DETENTION IS REQUIRED FOR THIS SITE.
2. THERE ARE NO TREES ON SITE, THEREFORE A TREE PRESERVATION PLAN IS NOT REQUIRED.

GENERAL LEGEND

	FIRE LANE
	LANDSCAPING
	PROPOSED FIRE DEPT. CONNECTION
	PARKING COUNT
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	PROPOSED WATER METER



NO.	DATE	REVISION

SITE PLAN
LAKEVIEW ESTATES COMMERCIAL
BLOCK A, LOT 1
2.03 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
LAKEVIEW ESTATES, PHASE 3
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
DECEMBER 22, 2023



805 GLENDEVON DRIVE
MCKINNEY TX, 75051
PHONE: (214) 734-2305
FIRM #20221

DESIGNED: NP	DATE	PROJECT #	SHEET
DRAWN: NP	JANUARY 2024	23-011	C-2.0
REVIEWER: MG			

OWNER
CALIFORNIA ORANGE TEXTILE LLC
2903 BOLD RULER RD
CELINA, TX. 75009
CONTACT: RUIYANG XU
PHONE: (909) 800-8069
EMAIL: COTDIANAXU@GMAIL.COM



Item No. 15.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: 11/4/2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 60± acres on the north side of County Road 371, 1,100± feet west of Bryant Farm Road to Planned Development in accordance with the City Park Heights East Development Agreement (Res. No. 2024-04-1614)(PD 24-0001).

SUMMARY:

History

Resolution No. 2024-04-1614 – City Council approved a Pre-Annexation Development Agreement containing development standards for the City Park Heights East development on April 23, 2024.

CASE OVERVIEW

Project Overview

The applicant is proposing 449 Mixed-Density (MD) lots (234 single-family detached dwellings and 215 single-family attached dwellings) lots with 11 Homeowners' Association lots.

Public Notice

Staff mailed public hearing notices to surrounding property owners in accordance with state law. Staff has not received any input on this case.

Adjacent Land Use/Zoning Chart

North	Vacant land located in the ETJ
East	Bryant Elementary School and vacant land located in the ETJ
South	Across CR 371, vacant land zoned PD (Anacapri, Phase 3; Ord. No. 887-2020)
West	Across CR 371, vacant land zoned AG

This development is compatible with the adjacent suburban developments of the properties to the north and south of this tract and the school on the east side of this tract. While the City's Future Land Use Plan designates this area as Ranching & Agricultural, Cluster Residential, and Parks & Open Space, the City Council has determined that the proposed development is appropriate for the area and approved a Pre-Annexation Development Agreement for the project.

COMPATIBILITY CONSIDERATIONS

- Future Land Use Plan: The Anna 2050 Future Land Use Plan identifies this area as Ranching & Agricultural, Cluster Residential, and Parks & Open Space place types. The Ranching & Agricultural place type states that Cluster Residential may be appropriate when preservation of open space is included. The proposed density of this property is higher than the Cluster Residential designation.
- Thoroughfare Plan: The proposed Illustrative Layout conforms to the Master Thoroughfare Plan by providing future right-of-way dedication for future Lindsey Lane (east-west minor collector) and future Ferguson Parkway (north-south major arterial).
- Access: The development will have access to existing and future thoroughfares.
- Existing Utilities: The applicant will be required to provide sewer and water facilities.
- Schools: The tract is adjacent to Bryant Elementary School.
- Parks and Public Trails: This development is not proposing park land dedication due to its close proximity to Bryant Park.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Recommended for approval as submitted.

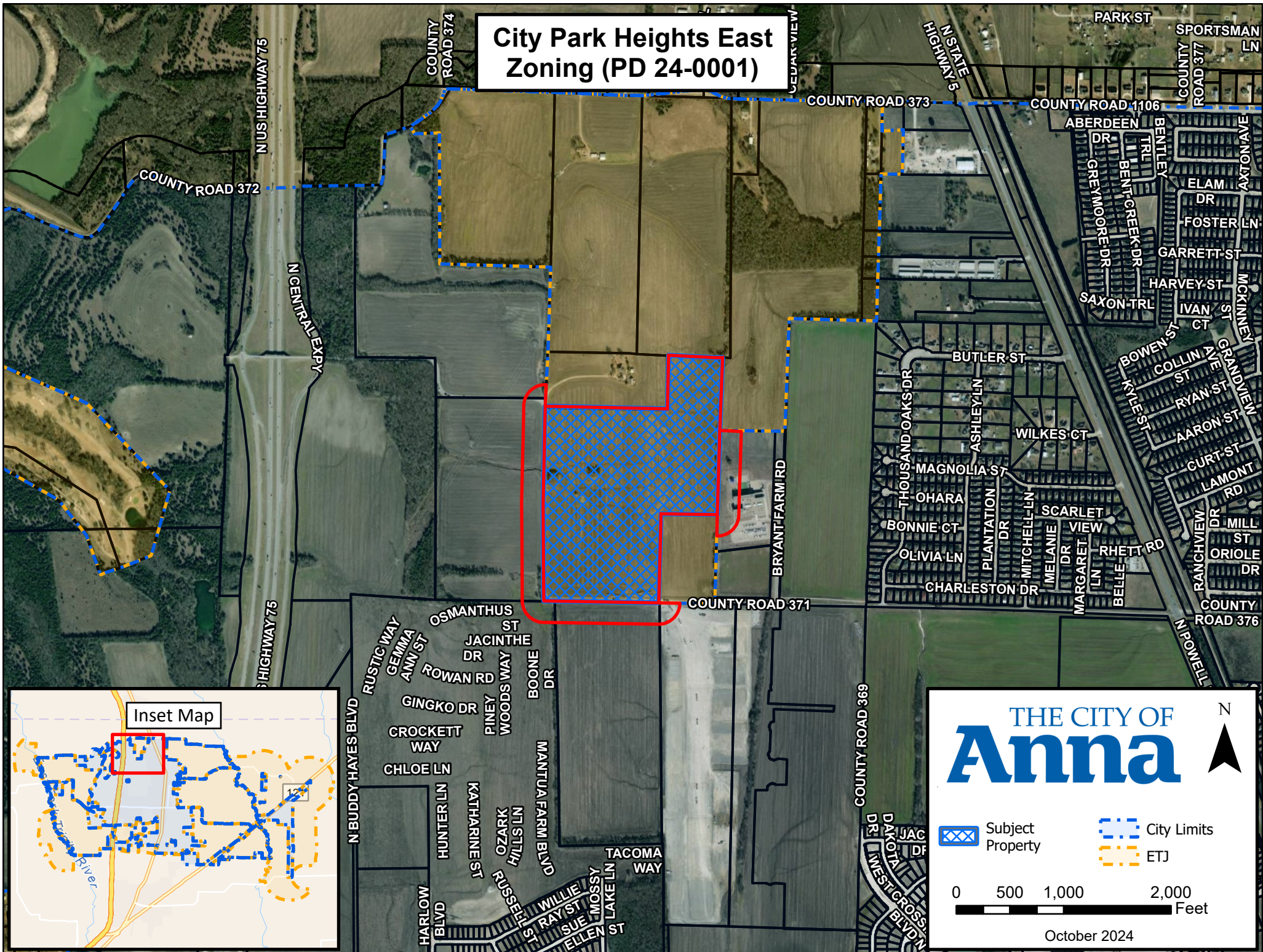
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. City Park Heights East Zoning Locator Map
2. Ordinance
3. Exhibit A – Legal Description
4. Exhibit B – Development Standards
5. Exhibit C - General Development Plan
6. Exhibit D-1 - Roadway Dedication Mantua Parkway
7. Exhibit D-2 - Roadway Dedication Ferguson Parkway
8. Exhibit I - Architectural Styles-Midtown Descriptions
9. Res 2024-04-1614 Recorded Pre-Annexation Development Agreement

**City Park Heights East
Zoning (PD 24-0001)**



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located on the north side of County Road 371, 1,100 feet west of Bryant Farm Road)

ORDINANCE NO. _____

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

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

WHEREAS, the City Council previously approved Res. No. 2024-04-1614 ("Pre-annexation Development Agreement") on Property described and depicted in Exhibit A (Legal Description) following the zoning in Exhibit B (Development Standards) as depicted in Exhibit C (Illustrative Layout) ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the north side of County Road 371, 1,100 feet west of Bryant Farm Road, is being zoned to Planned Development (PD).

WHEREAS, the PD will include the following zoning districts with modified development standards; Mixed Density (MD) District in conformance with the Pre-annexation Development Agreement and associated exhibits attached hereto and incorporated herein for all purposes as if set forth in full; and

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

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

Section 1. Recitals Incorporated

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A to Planned Development (PD) zoning with modified Development Standards (Exhibit B) with the associated exhibits: Exhibit C (Illustrative Layout), Exhibit D-1 (Roadway Dedication Ferguson Parkway), Exhibit D-2 (Mantua Parkway), and Exhibit I (Architectural Styles-Midtown Descriptions)

Section 3. **Official Zoning Map**

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

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

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. **Penalty**

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

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

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

PASSED by the City Council of the City of Anna, Texas this 12th day of December 2024.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

EXHIBIT "A" - LEGAL DESCRIPTION

BEING a 62.41 acre tract of land situated in the James C. Burge Survey, Abstract No. 106, Collin County, Texas, same being a portion of that tract of land conveyed to Samuel Harry Collins, Trustee of the Revocable Collins Family Trust, by deed recorded in Instrument No. 2022000114771, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail found for corner, said corner being the Southwest corner of a 60 foot Right-of-Way dedication shown by Joe Bryant Elementary School Addition, an addition to the City of Anna, Collin County, Texas, thereof recorded in Instrument No. 2005-0108630, Official Public Records, Collin County, Texas, same lying along the centerline of County Road 371 (a public Right-of-Way), same being the Southwest corner of a tract of land conveyed to North Texas Annual Conference of the United Methodist Church, by deed recorded in Instrument No. 2023000111102, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 18 minutes 17 seconds West, along the centerline of said County Road 371, a distance of 525.00 feet to a point for corner, said corner lying along the North line of a tract of land conveyed to Anacapri Laguna Azure, LLC, a Wyoming Limited Liability Company, by deed recorded in Instrument No. 2005-0108630, Official Public Records, Collin County, Texas, same lying along the centerline of said County Road 371 to the POINT OF BEGINNING of herein described tract, from which a mag nail found bears North 06 degrees 03 minutes 32 seconds East, a distance of 0.41 feet;

THENCE North 89 degrees 18 minutes 17 seconds West, along the centerline of said County Road 371, a distance of 1,076.69 feet to a point for corner said corner lying along the North line of a tract of land conveyed to D.R. Horton-Texas, LTD., a Texas Limited Partnership, by deed recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas, same being the Southeast corner of a tract of land conveyed to LHJH Properties, LTD., a Texas Limited Partnership, by deed recorded in Instrument No. 20061003001424640, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found bears South 58 degrees 31 minutes 26 seconds East, a distance of 31.18 feet for witness, and said corner from which a 1/2 inch iron rod found bears North 87 degrees 42 minutes 53 seconds East, a distance of 31.54 feet for witness;

THENCE North 00 degrees 52 minutes 27 seconds East, along the East line of said LHJH Properties tract, a distance of 1,804.72 feet to a point for corner, said corner lying along the East line of said LHJH Properties tract, same being a Southwest corner of the remainder of said Revocable Collins Family Trust, from which a mag nail found bears North 86 degrees 20 minutes 28 seconds West, a distance of 3.94 feet for witness;

THENCE South 89 degrees 03 minutes 06 seconds East, along the remainder of said Revocable Collins Family Trust, a distance of 1,125.93 feet to a point for corner, said corner being the Southeast corner of said Revocable Collins Family Trust, from which a 5/8 inch iron rod found bears North 37 degrees 59 minutes 25 seconds East, a distance of 0.35 feet for witness;

THENCE North 00 degrees 56 minutes 14 seconds East, along the East line of said Revocable Collins Family Trust, a distance of 495.32 feet to a 5/8 inch iron rod found for corner, said corner being the Northeast corner of said Revocable Collins Family Trust, same lying along the South line of a tract of land conveyed to Anacapri Laguna Azure, LLC, by deed recorded in Instrument No. 2022000118987, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 27 minutes 42 seconds East, along the South line of said Anacapri tract (2022000118987), a distance of 506.25 feet to a 1/2 inch iron rod found for corner, said corner lying along the South line of said Anacapri tract (2022000118987), same being the Northwest corner of a tract of land conveyed to Anacapri Laguna Azure, LLC, by deed recorded in 2002000084315, Official Public Records, Collin County, Texas;

THENCE South 01 degree 39 minutes 52 seconds West, along the West line of said Anacapri Laguna Azure tract (2002000084315), a distance of 676.15 feet to a 3/4 inch iron rod found for corner, said corner being the Southwest corner of said Anacapri Laguna Azure tract (2002000084315), same being the Northwest corner of Lot 1, Block A, of said Joe Bryant Elementary School Addition;

THENCE South 01 degree 38 minutes 41 seconds West, along the West line of said Lot 1, a distance of 780.78 feet to a 1/2 inch iron rod found for corner, said corner lying along the West line of said Lot 1, same being the Northeast corner of a tract of land conveyed to North Texas Annual Conference of the United Methodist Church by deed recorded in Instrument No. 2023000111102, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 18 minutes 15 seconds West, along the North line of said United Methodist Church tract, a distance of 525.00 feet to a point for corner, said corner being the Northwest corner of said United Methodist Church tract, from which a 1/2 inch iron rod found bears North 02 degrees 12 minutes 12 seconds East, a distance of 0.33 feet for witness;

THENCE South 01 degree 38 minutes 41 seconds West, along the West line of said United Methodist Church tract, a distance of 831.00 feet to the POINT OF BEGINNING and containing 2,718,348.80 square feet or 62.41 acres of land.

30' RIGHT-OF-WAY DEDICATION FOR CR 371



**Master Planning
Civil Engineering
Land Development**

210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

File: Ext-CS-A-Subject Property.dwg Directory: Q:\02191-City Park Homes\004 - Arno 60\10-Prelim\Exhibits\ Tue, 27 Feb 2024-3:52pm Plotted by: <CaseyGregory> Layout: Layout1

Exhibit: “B”

Development Standards for the City Park Heights East

The permitted uses and standards for development of the Subject Property shall be in accordance with the Mixed Density Residential (MD) District. The proposed Planned Development District Standards proposed herein are aimed at promoting a mixed-use residential district encompassing a diversified medium-density residential mix of housing choices. This proposed district will have a mixture of single family detached bungalows, urban townhomes and courtyard focused cottage-style townhomes. The integrated land plan, streetscape characteristics and overall community design encourage pedestrian activity by enforcing and promoting the walkable community principles outlined in the City of Anna Unified Development Code.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Subject Property associated with this Development Agreement and shall not apply to any additional areas without or outside of the city limits of the City of Anna.

Illustrative Layout – General Development Plan; Conflicts and Terms:

1. Development shall generally follow, but not exactly, the circulation, block patterns and street alignments illustrated in **Exhibit C** – “GDP - General Development Plan / Illustrative Plan” (GDP). Conflicts between the Development Standards, GDP and City Ordinances will be addressed in priority as in **Section 4** below.
2. Details on a Preliminary Plat that differ from the GDP which do not alter the basic relationship of the proposed single-family development area to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not reduce the yards provided at the boundary of the site, as indicated in these Development Regulations or associated General Development Plan, may be authorized by the Director of Planning as updates to the General Development Plan without requiring a rezoning of the subject property and without requiring an Amendment to the Pre Annexation Development Agreement. These types of updates shall be considered as “Administrative Updates” for the City files.
3. As part of any annexation request and future development of the subject property, the applicant agrees to abide by all applicable procedural requirements under City Regulations or as amended herein.
4. Conflicts:
 - a. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance these Development Regulations shall prevail and control.
 - b. Where these Development Regulations may be silent, the General Development Plan shall prevail and control.
 - c. Where these Development Regulations and the General Development Plan are silent, the City’s Unified Development Code shall prevail and control.

5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City of Anna's Zoning Ordinance of the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
6. Maximum number of single-family residential units shall be as follows:
 - a. Maximum number of Residential Bungalows (SFD-Bungalow): 140 units
 - b. Maximum number of Urban Residential (THA): 80 units
 - c. Maximum number of Urban Residential (THB): 160 Units
 - d. Maximum number of Urban Cottages (SFA-Cottage): 110 units
7. Lot size shall be mixed in each area to provide additional options and character to community.
8. Fencing
 - a. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots facing and/or siding to the required Homeowner's Association (HOA) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, shall be ornamental iron fences such as wrought iron or tubular steel.
 - b. Fences constructed between residences may be wood.
 - c. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed.
 - d. Plastic and chain-link fencing is prohibited.
 - e. Wood fencing of a uniform design shall be constructed along the rear or side lot lines to single-family homes that are adjacent to HOA common area lots.
9. A minimum of 15-foot-wide common area "east-west" tract with an associated minimum 10-foot wide sidewalk shall be owned and maintained by the HOA on the south side of the "Bungalows" connecting from Ferguson Road east to Bryant Elementary School.

Exhibit C.

10. Private Amenities:
 - a. The "Nature Area" shall be the centerpiece of the development. The intent is to designate a non-disturbance area to promote the natural flora and fauna of the area. This area will have some limited accessibility but is mostly reserved for passive enjoyment.
 - b. The "Nature Pond" will serve two purpose: drainage and contextually sensitive nature area. The overall development's detention requirements shall be focused in this location. The detention pond will be designed as a "wet pond" with a calculated "free board" detention function. A hiking trail and lookouts shall be incorporated into the design of the pond.
 - c. There will be a dedicated "School Trail Route" which provides a safe yet direct route for elementary aged students (**Section 9** above). The dedicated path is

intended to encourage students to walk to the Bryant Elementary School and reducing local vehicle trips. This route shall include:

- i. Dedicated hike-bike trail 10' concrete sidewalk
 - ii. Canopy trees and landscaping
 - iii. Decorative Benches
 - iv. Decorative Trash receptacles
- d. A private "Amenity Center" facility shall be provided as part of the development. The Amenity Center facility shall include, at a minimum, the following:
- i. Swimming Pool
 - ii. Restrooms
 - iii. Picnic area
- e. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Development Services or applicable designee. Developer shall receive credits against Parkland Dedication Fees as set forth in the Development Agreement. Given the open space and amenities provided, no Parkland Dedication shall be due.
- f. All sidewalks and barrier free ramps (BFR's) shall be in accordance with the City of Anna Development Regulations and be ADA compliant.

11. Infrastructure Improvements:

- a. As shown on the General Development Plan (**Exhibit C**), the north-south right-of-way (ROW) (future Ferguson Parkway) that traverses between CR 371 through the subject property to the northern "east-west" arterial which connects to US 75 shall be a minimum of eighty feet (80) feet wide of ROW and be constructed as a Minor Arterial. **Exhibit D-1.**
- b. As shown on the General Development Plan (**Exhibit C**), the east-west right-of-way (ROW) (future Road H) that traverses from the West Property Line to the East Property line through the center of the property shall be a minimum of sixty feet (60') of ROW and be constructed as a residential collector. **Exhibit D-2.**
- c. As shown on the General Development Plan (**Exhibit C**), the east-west right-of-way (ROW) (future Street "S") that traverses from the East Property line to future Ferguson Road shall be a minimum of sixty feet (60') of ROW and be constructed as a residential collector. **Exhibit D-3.**

12. Private Improvements / Amenities:

- a. There is an elementary school site immediately east of the subject property. The School Trail Route shall be owned and maintained by the HOA on the south side of the "Cottages" connecting from Ferguson Road east to Bryant Elementary School. **Exhibit C.**
- b. A nature trail around the detention pond along the western property line shall be constructed by the Developer in an environmentally sensitive manner to allow for access to the pond while minimizing impacts to the natural landscape.
- c. A nature trail around the detention pond at the northeastern property line shall be constructed by the Developer in an environmentally sensitive manner to allow for access to the pond while minimizing impacts to the natural landscape.

- d. The Developer shall construct and maintain, via the Homeowner's Association, an Amenity Center for the use and enjoyment of the residents of Bryant Park Heights. Amenity Center shall include, but not limited to, a swimming pool, restroom/changing facilities, picnic area and dedicated parking (including handicapped parking).
- e. Developer shall construct and maintain, via the Homeowner's Association, various pocket parks and pet areas along the eastern property adjacent and in conjunction with the SFA- Cottage homes.
- f. The Developer shall construct and maintain, via the Homeowner's Association, forty (40) additional guest parking spaces along the eastern property adjacent and in conjunction with the SFA-Cottage homes.

ARTICE 9.04 ZONING ORDINANCE

1. Sec. 9.04.004 Definitions
2. Sec. 9.04.042 Site Design Requirements
 - a. No Change
 - b. No Change
 - c. Single-Family and Two-Family Residential Standards
 - 1) Building Articulation – At least four facade articulation techniques are required on each single-family or two-family dwelling to add variety and interest to a building. The following features are a partial list of acceptable techniques of exterior articulation, but others may also be proposed or utilized as part of a specific set of architectural designs plans. **Exhibit I** provides (for illustration purposes only) architectural styles proposed for the subject property.
 - A. One of the following:
 - A base course or plinth course;
 - Banding, moldings, or stringcourses;
 - Quoins;
 - Oriels;
 - Cornices;
 - Arches;
 - Balconies;
 - Brackets;
 - Shutters;
 - Keystones;
 - Dormers; or
 - Louvers as part of the exterior wall construction.
(Quoins and banding shall wrap around the corner of the structure for at least two feet.)

- B. Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.
 - C. Front Porch of at least 20 square feet.
 - D. No Change
 - E. No Change
 - 2) Roof Treatment. No change
 - 3) Fenestration. No change.
 - 4) Garages. On front entry garages, the face of a garage shall not:
 - A. No Change
 - B. Be over 80% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.
 - 5) House Repetition.
 - A. Within residential development, single-family and two-family dwellings with substantially identical exterior elevations can only repeat every four (4) lots when fronting the same right-of-way including both sides of the street.
 - B. No Changes
- d. Multi-family Residential Standards. No change
- e. Townhome Unit and Single-Unit or Duplex Unit Park Standards.
 - 1) Building Articulation. No change.
 - A. No Change.
 - B. No Change.
 - C. Front porch of at least 24 square feet.
 - D. The installation of at least one (1) coach lights.
 - E. No Change
 - 2) No Change.
 - 3) No Change
 - 4) No Change
 - 5) Unit Repetition
 - A. Single Family Attached Townhomes on which each unit of a multi-unit building is located upon an individually platted lot creates a unique design challenge and opportunity.
 - B. Each Townhome Building shall have a maximum of 4 attached units on individually platted lots.
 - C. The “end lots” for each multi-unit building shall have a sufficient side yard setback to provide a ten-foot (10’) building separation from the adjacent Townhome Building or to provide adequate site visibility at the intersection of two streets if the end unit is at the end of a block.

- D. Each Townhome Building shall have a comprehensive and cohesive architectural form in terms of color palette and articulation features as defined herein.
- E. No two individual but adjacent 4-Pack (or smaller) buildings shall be designed with substantially identical exterior elevations.
- F. The SFA-Cottages shall be exempt from any prohibition on repetition since this unit type faces a common landscaped courtyard and not a right-of-way, fire lane, or easement. The SFA-Cottages have a siding condition to the right-of-way.

3. Sec. 9.04.029 Residential Use-Specific Standards

- a. No Change
- b. No Change
- c. No Change.
- d. Townhome Unit and Single-Unit or Duplex Unit Park
 - i. No Change
 - ii. No Change
 - iii. A Townhome Unit or Single-Unit or Duplex Unit Park shall provide the required amount of useable open space, per Table 21: Townhome Unit or Single-Unit or Duplex Unit Park Open Space Below.

Number of Bedrooms	Size
1 or less	300 square feet
Each additional bedroom over 1	300 square feet

4. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below:

	SFD-Bungalow	SFA-Cottage	TH A	TH B
Maximum Height (feet)	35	35	35	35
Side Yard, Interior (feet)	5	0	0	0
Side Yard, Corner Lot, Street Side (feet)	10	10	10	10
Rear Yard (feet) from ROW	15	20	20	20
Rear Yard (feet) from fire lane / first floor	15	20	20	20
Rear Yard (feet) from fire lane / upper floors	15	15	15	15
Front Yard (feet)	20	10	10	10
Lot Area (square feet)	4000	2100	2000	2200

Min. Lot Width (feet)	40	24	24	24
Min. Lot Depth (feet)	90	80	80	85
Max. Lot Coverage (%)	55%	70%	75%	70%
Minimum Building Size (square feet)	2000	2000	2000	2000
Maximum Building Size (square feet)	3600	2800	2800	3000
Min Masonry (%)	50	25	25	25

5. Sec. 9.04.045 Landscaping

- 1) No Change
- 2) No Change
- 3) No Change
- 4) Residential Development

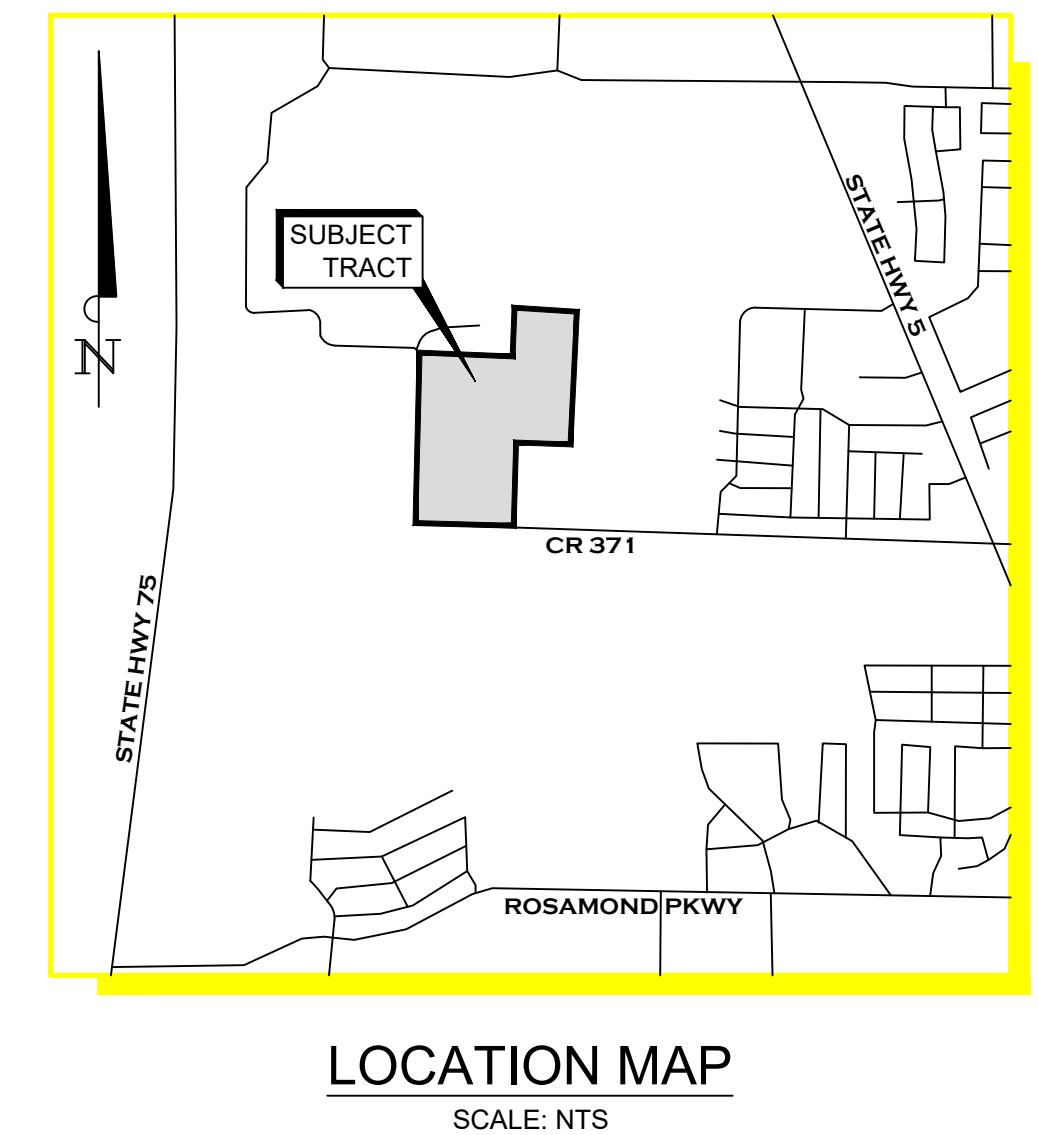
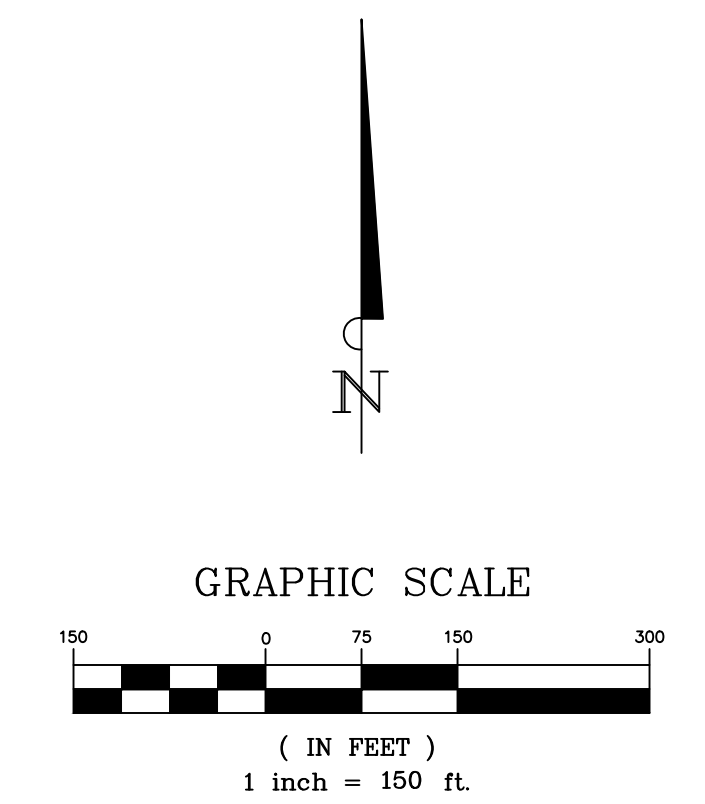
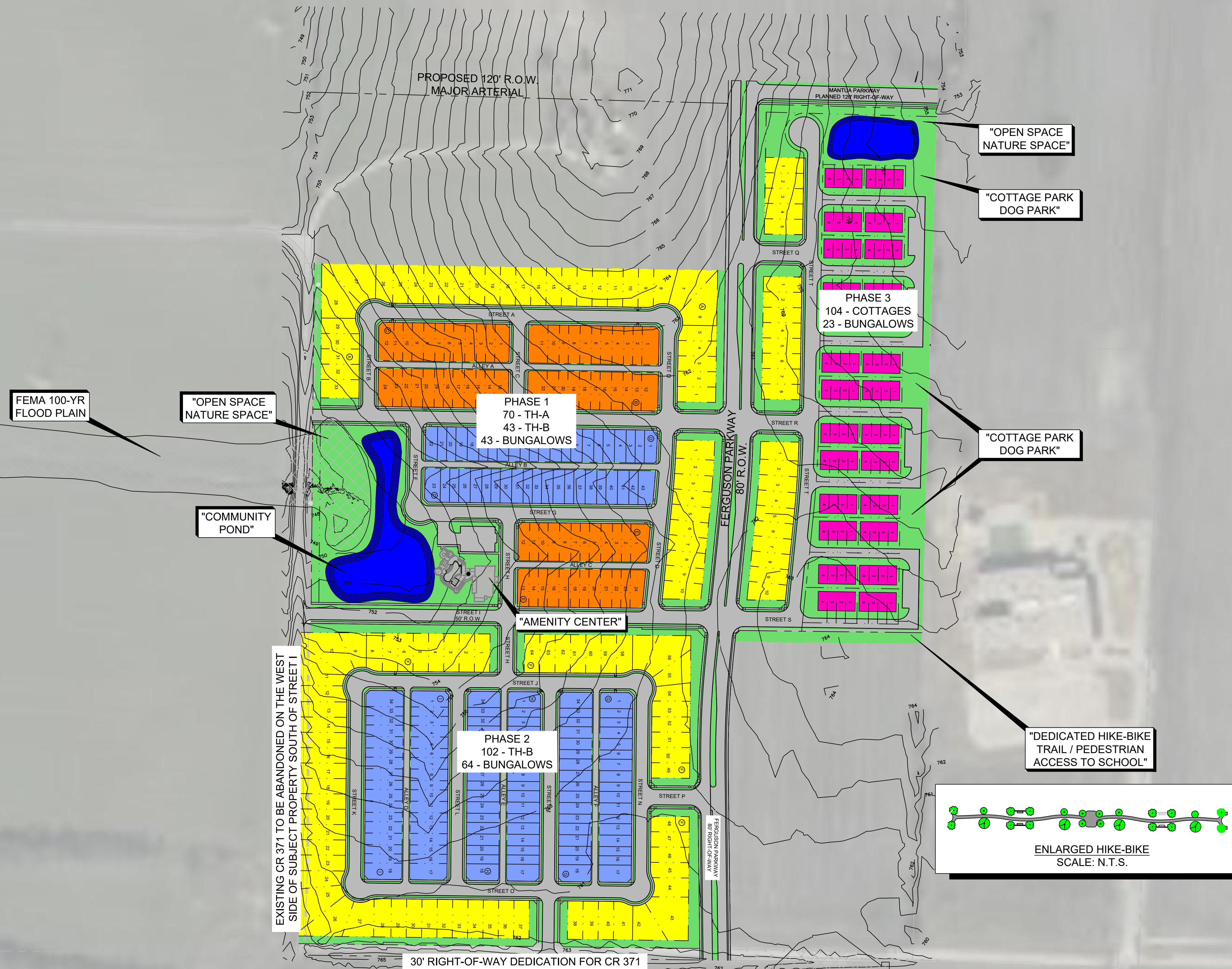
A. No Change

- i. No Change
- ii. No Change
- iii. No Change

- iv. The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of the three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements.

- a) For the Urban Cottage Lots, the number of trees shall be calculated as per Table 27; however, the final tree planting shall be consistent with the Landscape Plan submitted by the Developer. The ultimate location and planting of the required number of trees shall be used to highlight the landscape courtyards, paseos, urban garden niches and other related areas. A conceptual landscape plan for the entire site shall be submitted with the first Preliminary Plat.
- b) The Landscape Plan for the area surrounding the Urban Cottages may also incorporate some of the required trees as indicated in Table 27 into the streetscape / landscape buffers / landscape setbacks / tree planting areas along the adjacent local street.
- c) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

EXHIBIT: "C-GENERAL DEVELOPMENT PLAN"



LEGEND

130	SFD - BUNGALOWS 40' X 100'
70	TOWNHOMES - TH-A 24' x 100'
145	TOWNHOMES - TH-B 24 X 85' MIN.
104	COTTAGES 24' X 92'

SITE DATA TABLE

AMENITY CENTER	4,230 SQ. FT.
OPEN SPACE	±15.9 AC.

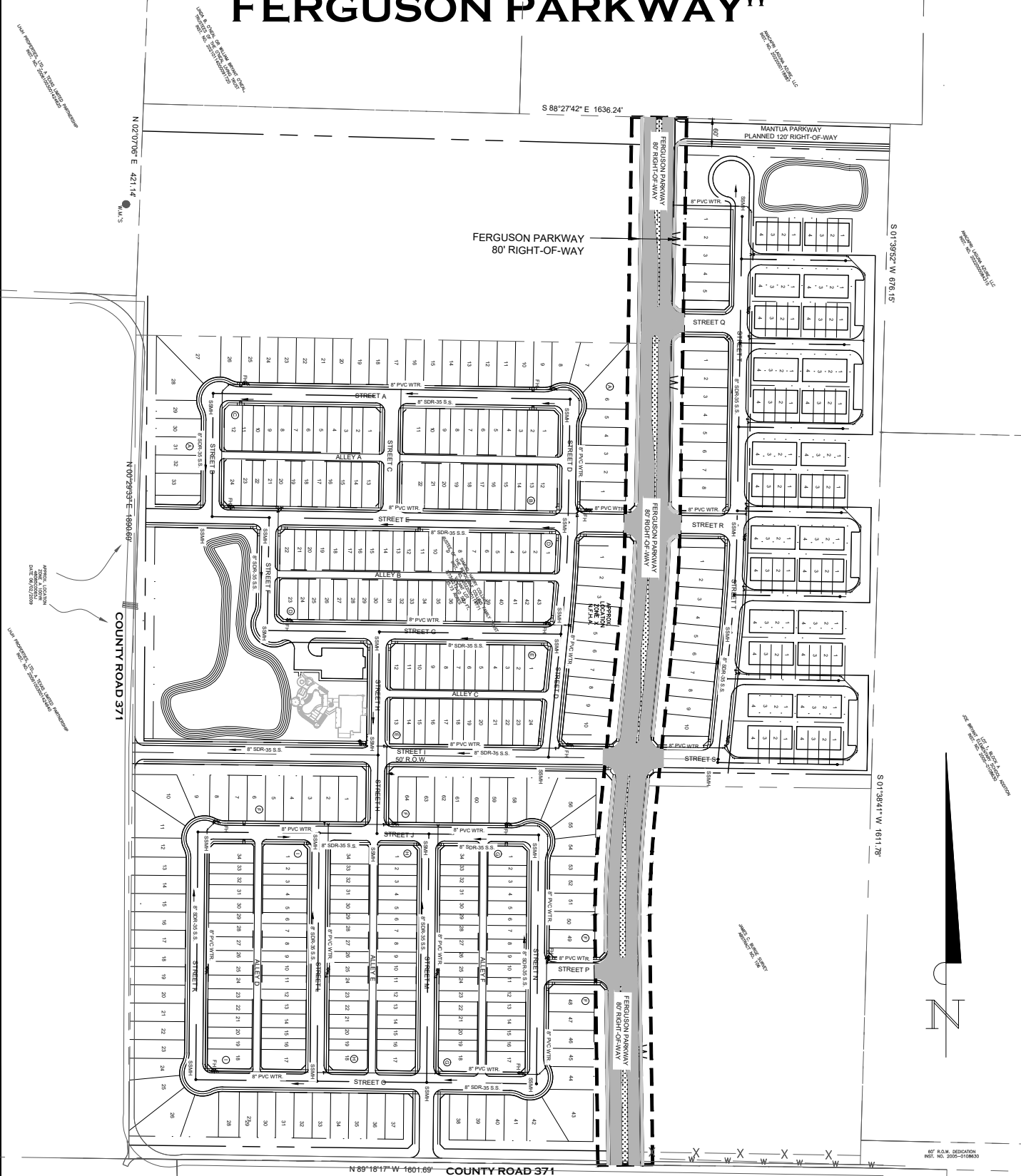
CITY PARK HEIGHTS EAST ANNA, TEXAS



**Master Planning
Civil Engineering
Land Development**

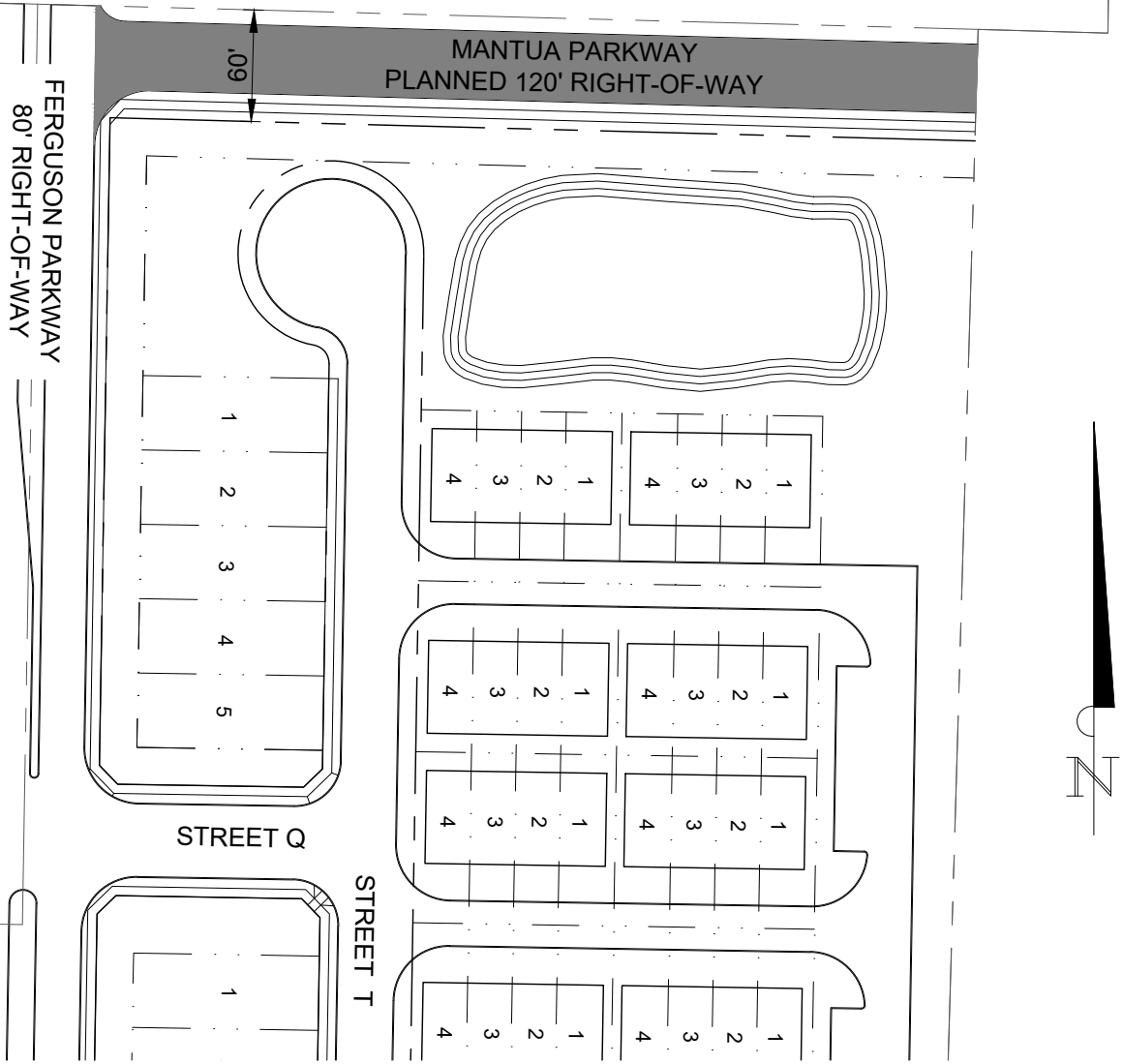
210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

EXHIBIT: "D-1 ROADWAY DEDICATION FERGUSON PARKWAY"



SCALE 1:300

EXHIBIT: "D-2 ROADWAY DEDICATION MANTUA PARKWAY"



Master Planning
Civil Engineering
Land Development
210 Adair Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
bsanchezgroup.biz
Certificate of Registration No. F-8665

SCALE 1:100

Exhibit I: Architectural Style *(for illustration purposes only)*

This single-family home exudes a harmonious blend of classic charm and modern aesthetics, stretching comfortably across a 30-foot width. Its design is steeped in the modern farmhouse style, which is characterized by a warm and inviting atmosphere that brings to mind the simplicity and comfort of rural living combined with contemporary elements.

The lower portion of the exterior walls is adorned with stone wainscot, providing a sturdy and timeless foundation that adds texture and depth to the facade. This natural stone element not only enhances the home's curb appeal but also acts as a durable protective layer.

Above the stone wainscot, the home features vertical board and batten siding, a hallmark of farmhouse design. This siding choice contributes a rustic yet clean-lined look that's both visually striking and understated. The vertical lines of the board and batten add height and elegance to the home's profile.

Adding to the home's distinct character, window shutters flank the windows, offering a traditional touch as well as practical benefits. These shutters can provide privacy, control over natural lighting, and protection against the elements, while also contributing to the overall aesthetic with their color and style.

A standout feature of this residence is the metal roof that crowns the garage. The sleek and durable metal roof not only provides long-lasting protection but also complements the modern farmhouse theme with its industrial flair. The contrast between the metal roof and the more traditional elements of the home creates a visually appealing dynamic that's both fresh and familiar.

Overall, this 30-foot wide single-family home balances the pastoral allure of farmhouse design with modern sensibilities, resulting in a living space that's as stylish as it is welcoming. The combination of stone, metal, and wood materials along with the functional shutters provides a multi-textured appearance that's both grounded in tradition and aligned with contemporary trends.



Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home is a beautiful representation of transitional architecture, where the warmth of traditional design meets the clean lines of contemporary style. The facade features a handsome brick exterior, providing a classic and durable base with a timeless appeal. The brickwork adds depth and character to the home, setting the stage for a blend of styles that complement the overall design.

A subtle transition to stucco at the second floor introduces a modern touch, offering a smooth and refined contrast to the textured brick. This stucco band encapsulates the transitional nature of the home, seamlessly integrating the traditional lower facade with the contemporary elements above, without overwhelming the design.

The residence is crowned with a high-pitched gable roof that gives the home an impressive profile and a sense of grandeur. This architectural choice not only adds to the visual interest but also allows for a spacious interior with high ceilings. The steep slopes of the gable roof create an inviting aesthetic reminiscent of classic homes, yet the execution remains clean and modern.

A metal awning over the front door provides a sleek and functional accent, protecting visitors from the elements while adding a contemporary edge. Headers over the windows and the garage door further enhance the home's elegance, framing these features with a touch of sophistication that unifies the transitional theme. The combination of these elements—brick, stucco, and metal—results in a cohesive and attractive home that bridges the past and present with style and grace.



Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home artfully embodies the Modern Prairie style, characterized by horizontal lines and a connection to the earth. A significant design feature is the high brick watertable that reaches past the second floor, grounding the home with a substantial and textured presence. The warm brickwork provides a nod to the natural elements that are central to Prairie architecture.

Above, a metal awning roof shelters the front door, introducing a modern element that contrasts with the traditional brick. This sleek canopy not only serves a practical function but also enhances the home's contemporary aesthetic. A header over the garage door adds a refined touch, contrasting the rustic brick with its polished finish.

The second floor is clad in horizontal siding, maintaining the home's linear motif and contributing to the modern interpretation of the Prairie style. This feature lightens the visual weight of the brick and complements the home's broad, hipped roof, which completes the design with a sense of enclosure and protection.

The overall effect is a harmonious blend of the Prairie School's organic influence with modern design elements. The high brick watertable, metal awning, brick accents, and horizontal siding come together to create a residence that is both rooted in tradition and refreshingly contemporary, offering a serene and stylish place to call home.



30' MOD. PRAIRIE

1.25.24

Exhibit I: Architectural Style *(for illustration purposes only)*



This 4-unit townhouse development elegantly combines modern farmhouse style with urban practicality. The lower exterior features a dual wainscot of stone and brick, providing not only a durable base but also a rich, textural contrast that is both visually striking and reminiscent of classic farmhouse architecture.

Metal awnings over the first floor windows and doors introduce an industrial element, offering weather protection while complementing the vertical board and batten siding above. This siding choice, with its clean vertical lines, adds a contemporary twist to the traditional aesthetic and draws the eye upward to the second story.

The second floor is adorned with window shutters, enhancing the farmhouse charm and providing residents with additional privacy and control over their home's natural lighting. The shutters balance form and function, adding to the townhouse's rustic yet refined appearance.

Topping off the design are the metal roof dormers, which not only add architectural interest to the roofline but also invite ample daylight into the upper living spaces. These dormers reflect the metal details below, tying together the modern and traditional elements into a cohesive and inviting residential development.

Exhibit I: Architectural Style *(for illustration purposes only)*



MOD. PRAIRIE / 24' W. T.H.

1.24.24

This architecturally distinct 4-unit townhouse exemplifies the Modern Prairie style with its strong horizontal lines and integration of natural materials. A defining feature is the high brick watertable that extends past the second floor, creating a visual anchor and adding a layer of texture and warmth. The brick's rich earth tones and durability pay homage to the organic foundations of Prairie design while providing a modern, urban edge.

The end units boast a striking metal roof, adding an industrial yet sleek counterpoint to the traditional brick below. This metallic element not only reinforces the townhouse's contemporary credentials but also provides a durable and weather-resistant covering. Central to the front elevation, a metal canopy stretches over the first-floor windows and the center front entry doors, offering both shelter and a touch of modern sophistication.

Above the brick watertable, the second floor features horizontal siding, reinforcing the horizontal emphasis typical of Prairie architecture and contributing to the building's streamlined appearance. This choice of siding balances the solidity of the brick with a lighter, more modern material that complements the overall design narrative.

A gently sloping hipped roof caps the townhouses, mirroring the broad, flat expanses of the Prairie landscape and contributing to the sense of horizontality that is key to this architectural style. The roof's overhanging eaves extend beyond the walls, providing protection from the elements and emphasizing the clean, geometric lines that are characteristic of the Modern Prairie aesthetic.

Exhibit I: Architectural Style *(for illustration purposes only)*



This 30-foot wide single-family home stands as a striking example of transitional architecture, effortlessly blending the timeless appeal of traditional materials with the streamlined aesthetics of contemporary design. The facade is distinguished by richly textured brickwork, imbuing the structure with depth and enduring charm. This classic foundation is elegantly juxtaposed with a modern touch of stucco at the second floor, creating a refined contrast that highlights the home's layered design.

Atop the home, high-pitched gable roofs command attention, their steep slopes adding a dramatic element to the home's silhouette. These roofs not only enhance the structure's visual appeal but also contribute to a spacious interior, allowing for vaulted ceilings and ample natural light. The prominence of the high-pitched gable roofs is a nod to traditional architecture, yet their clean, sharp lines resonate with modern sensibilities.

A contemporary metal awning over the front door adds a practical yet stylish feature, offering shelter with a minimalist flair. Complementing this, headers above the windows and garage door inject an element of sophistication, framing these openings with precision and elegance. These details, when combined with the distinct transition from brick to stucco and the striking gable roofs, culminate in a home that embodies the essence of transitional style—harmoniously fusing the old with the new.

CITY OF ANNA, TEXAS
RESOLUTION NO. 2024-04-1614

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODLAND
ESTATES DEVELOPMENT AGREEMENT WITH
RELATING TO DEVELOPMENT OF PROPERTY FOR A SINGLE-FAMILY PLANNED
DEVELOPMENT**

WHEREAS, approximately 60± acres of real property located in and/or near the municipal boundaries of the City, in Collin County, Texas is intended to be developed as a single-family planned development (the “Property”); and

WHEREAS, the City intends that the Property be developed in accordance with the City Park Heights East Pre-Annexation Development Agreement, attached hereto as **Exhibit 1**;

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 and Authority to Execute

The City Council hereby approves the City Park Heights East Pre-Annexation Development Agreement, attached hereto as **Exhibit 1**, and authorizes the Mayor’s or the City Manager’s execution of the same. The Mayor or City Manager are hereby authorized to execute all documents and take all other actions necessary to finalize, act under, and enforce the Development Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 23rd day of April 2024.

ATTESTED:


Carrie L. Land, City Secretary



APPROVED:


Nate Pike, Mayor

City Park Heights East DEVELOPMENT AGREEMENT

This **CITY PARK HEIGHTS EAST DEVELOPMENT AGREEMENT** (this "Agreement") is entered into by and between the **CITY OF ANNA, TEXAS**, a home-rule municipality (the "City"), **Anna 60 Partners LP, a Delaware Entity** (its successors and assigns, "Developer"), to be effective as of April 23, 2024 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Article 2; and

WHEREAS, Developer owns or is under contract to purchase approximately +/-62.5 acres of real property located within Collin County, Texas (the "County"), which property is described by metes and bounds on Exhibit A ("Property") attached hereto and incorporated herein by reference; and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the Property is located entirely within the certificated area of the City's water CCN (No. 12976) and sewer CCN (No. 20898);

WHEREAS, Developer desires to develop the Property pursuant to mutually agreeable governing regulations; and

WHEREAS, Developer anticipates commencing development on the Property as a residential development following the Date of Acquisition (defined herein) and the adoption of an ordinance by the City annexing the Property in accordance with the terms of this Agreement; and

WHEREAS, the Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as a "Party"; and

WHEREAS, except as otherwise expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations conflict with the terms of this Agreement; and

WHEREAS, the Parties desire for the design, construction, and financing of certain public infrastructure necessary to serve the Property and other properties in the vicinity of the Property that will benefit the City and the public;

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE II

DEFINITIONS

Unless the context indicates otherwise, the following terms shall have the meanings hereinafter set forth:

Building Codes has the meaning ascribed to that term in Section 3.1(f).

Business Day shall mean a day that is not a Saturday, Sunday or official holiday in the State of Texas. All other references to “days” hereunder shall mean calendar days.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means Construction Costs for Capital Improvements.

Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

CCN means a certificate of convenience and necessity issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform codes, and other ordinances or regulations duly adopted by the City Council, as modified by the Governing Regulations.

Construction Costs means any contributions, dedications or costs or fees actually paid by the Developer for infrastructure improvements, as applicable, including without limitation the costs related to engineering, design, surveying, permitting, construction, inspection, materials, supplies, labor, testing, financing, off-site, third-party property/easement acquisitions, and all costs related in any manner to such infrastructure improvements as approved by the City’s engineer; however, the cost of off-site, third-party property/easement acquisitions obtained by the City pursuant to Section 4.7, if any, shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by a licensed appraiser mutually agreed upon by the Parties, and Eminent Domain Fees.

Date of Acquisition means the date that Developer or its assignee acquires the Property, at which time this Agreement shall become effective and filed in the Real Property Records of Collin County, Texas.

Developer means Anna 60 Partners, LP, a Delaware Entity, its successors and assigns.

Developer Improvements means the Lift Station Improvements, the Water System Improvements, the Roadway Dedication and the Roadway Improvements, to the extent shown in the current Master Thoroughfare Plan, Water System Master Plan, Wastewater System Master Plan, or formally added to these plans in accordance with this Agreement.

Development means new development on the Property that is the subject of this Agreement.

Development Regulations has the meaning ascribed to that term in Section 3.1(d).

Effective Date has the meaning ascribed to that term in the first paragraph.

Governing Regulations has the meaning ascribed to that term in Section 3.1.

Impact Fees means those roadway impact fees, water impact fees, and wastewater impact fees assessed and charged against the Property or the Project in accordance with Chapter 395 of the Texas Local Government Code and as defined therein, including without limitation those impact fees paid by or on behalf of any owner, builder or contractor. For the avoidance of doubt, the term “Impact Fees” when capitalized in this Agreement shall not include water impact fees.

Impact Fee Accounts means the interest-bearing Impact Fee deposit accounts maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended. For clarity, the term “Impact Fee Accounts” for purposes of this Agreement shall only include accounts in which roadway Impact Fees, water Impact Fees, and wastewater Impact Fees are deposited.

Impact Fee Reimbursement(s) means direct payments from the Impact Fee Accounts to reimburse Capital Improvement Costs that the City requires Developer to construct pursuant to this Agreement or otherwise).

Municipal Services means all services provided by the City as of the Effective Date and those which may be provided in the future, including, without limitation, water, sewer, roadway, drainage, solid-waste collection, fire protection, and law enforcement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Project means Developer’s proposed development of the Property with single family residential uses including not to exceed 500 residential lots. **Exhibit C**.

Property means the real property described by metes and bounds on **Exhibit A**.

Property Public Infrastructure means all public infrastructure constructed to serve the development within the Property, including but not limited to water, sewer, drainage, and roadway infrastructure; sidewalks, streetlights, signage and other streetscape improvements.

Roadway Dedication means the dedication of approximately 7.75 acres for the Roadway Improvements in the general location for future Ferguson Parkway (minor arterial), future “Road H” (future residential collector) and future Road “S” (future east-west arterial at northern end of the subject property) depicted on **Exhibits D-1, D-2 and D-3**.

Roadway Improvements (future Ferguson Parkway) means approximately 2,500 linear feet of 8-inch (8”) thick concrete pavement, of four (4) lanes of Ferguson Parkway from CR 371 to the future northernmost east-west arterial connecting to the grade-separated intersection with US 75, and a five foot (5’) wide sidewalk along the west side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same, as applicable, as generally depicted on **Exhibit E-1** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements (future “Road H” (residential collector)) means approximately 1,500 linear feet of 8-inch (8”) thick concrete pavement, 37’ wide which will constitute a residential east-west collector (Road “H”) connecting from CR 371 on the Developer’s western property line to a point near the Developer’s eastern property line near Bryant Elementary School, and a five foot (5’) wide sidewalk along the north side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same, as applicable, as generally depicted on **Exhibit E-2** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements future east-west arterial means approximately 750 linear feet of 8-inch (8”) thick concrete pavement, 60’ ROW, constitute a residential east-west arterial (to be named later) connecting from the Developer’s eastern property line to future Ferguson Parkway, and a five foot (5’) wide sidewalk along the south side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same, as applicable, as generally depicted on **Exhibit E-3** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements Costs has the meaning ascribed to that term in Section 4.5(d).

Sign Ordinance has the meaning ascribed to that term in Section 3.1(c).

Subdivision Regulations has the meaning ascribed to that term in Section 3.1(a).

Term has the meaning ascribed to that term in Article IX.

Zoning Ordinance has the meaning ascribed to that term in Section 3.1(b).

ARTICLE III

DEVELOPMENT REGULATIONS

3.1 Governing Regulations. Development of the Property shall be governed by the following regulations (collectively, the "Governing Regulations," all of which are incorporated into this Agreement as if set forth in full):

(a) City Code, Article 9.02, the subdivision regulations of the City, in effect on the Effective Date (the "Subdivision Regulations");

(b) except as amended by the Development Regulations (defined below), the comprehensive zoning ordinance of the City, in effect on the Effective Date (the "Zoning Ordinance");

(c) City Code, Article 9.05, in effect on the Effective Date (the "Sign Ordinance");

(d) the development regulations for the Property set forth on **Exhibit B**, including the Illustrative Layout / General Development Plan attached thereto (except as otherwise set forth in Section 3.3 in the event of conflicts) (the "Development Regulations");

(e) upon annexation pursuant to Section 5.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such phase containing the Property Public Infrastructure in question; and

(f) except as set forth in this Agreement to the contrary, any other applicable provisions of Chapter 4 (Building Regulations), Chapter 6 (Fire Prevention and Protection), Chapter 9 (Planning and Development Regulations), Chapter 12 (Utilities) and Appendix A (Fee Schedule) of the City Code.

The Governing Regulations are the controlling development regulations for development of the Property, and no other City Regulations, rules, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City) apply to the use or development of the Property to the extent such regulations or requirements are in conflict with the Governing Regulations or this Agreement. The Governing Regulations are considered part of this Agreement and are incorporated herein by reference for all purposes.

3.2 Compliance with City Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) as applicable to the Property and its use and development, include but are not limited to any such City Regulations (as amended by the Governing Regulations and this Agreement) that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code (“Materials and Methods Regulations”) all of which are incorporated herein as if set forth in full; except as may be amended by the approval and adoption of amended Planned Development District Standards provided, however, to the extent of any conflict between the requirements of the Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control and the Materials and Methods Regulations shall not be applicable to the development of the Property to the extent of any conflict with the terms of this Agreement.

3.3 Conflicts. In the event of any conflict between the Development Regulations and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Regulations contained herein shall control. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between the Illustrative Layout / General Development Plan and the remainder of the Development Regulations in Exhibit B, the remainder of the Development Regulations in Exhibit B shall control and prevail. In the event of any conflict between any future Concept Plan and the Development Regulations in Exhibit B, the Development Regulations in Exhibit B shall control (except for modifications to the Illustrative Layout / General Development Plan that are allowed pursuant to the terms of the Development Regulations and/or Zoning Ordinance).

ARTICLE IV

UTILITIES; PUBLIC INFRASTRUCTURE

4.1 Generally. City and Developer agree in principle to fund certain on-site infrastructure and other improvements for the subject Property pursuant to the establishment of a Property Improvement District (“PID”) upon the terms and conditions to be mutually agreed upon and documented within ninety (90) days of Developer’s closing on the Property. Other infrastructure improvements: 1) roadway improvements; 2) off-site water; 3) off site sanitary sewer; 4) oversize water or sanitary sewer shall be reimbursed to the Developer from either the City of Anna’s Capital Improvements Program; available oversize reimbursement funds, and/or impact fee credits. Reimbursements shall include the full cost of construction, design, survey and other related expenses. Except as otherwise expressly provided for in this Agreement, Developer shall provide all on-site Property Public Infrastructure necessary for the Development, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein or otherwise required pursuant to applicable law, in accordance with City Regulations, and as approved by the City’s engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations and/or amended Planned District Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City’s engineer or his or her agent prior to approval of a final plat.

Construction of any portion of the Property Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed, which notice shall not be unreasonably withheld, conditioned or delayed.

4.2 Sanitary Sewer Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site sanitary sewer improvements minimally necessary to serve the Project (“Sewer Facilities”). The design of Sewer Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of same. Subject to the City’s obligations under Section 4.7,

(b) Off-Site Sanitary Sewer Facilities. Developer shall be required to construct and fund off-site sanitary sewer facilities or improvements for development of the Property. The cost for the off-site sanitary sewer facilities shall be reimbursed either through the City’s Capital Improvement Program (as a reimbursement), the future PID, a reimbursement of commensurate utility impact / tap fees, other available programs through the City’s Subdivision Ordinance or a combination of these mechanisms. The reimbursements for such facilities shall include the cost of construction, design, survey, and other related costs approved by the City Engineer and such approval will not be unreasonably withheld, conditioned, or delayed.

(c) Exhibit H: Utilities illustrates the location of off-site sanitary sewer facilities. Although it is anticipated that the developments to the south will provide utility “stub-outs” to the subject property, the timing is unknown. Therefore, the City and the Developer hereby agree to coordinate with the adjacent development to expedite the major off-site trunk sanitary sewer facilities. The Developer will make reasonable efforts to coordinate with the adjacent property owners and land developers to acquire easements and/or expedite the construction of the sanitary sewer facilities; however, in the event that the Developer is unsuccessful, the City shall participate in expediting the off-site sanitary sewer facilities.

(d) Amendment to CIP. The City agrees that it will take all required actions to amend the City’s Capital Improvements Plan to include all the costs for the off-site sanitary sewer Improvements (“CIP Amendment”) within six (6) months of the Effective Date, including without limitation the City Council’s consideration and final action of the same. Developer shall have no responsibility for any costs associated with the CIP Amendment.

4.3 Water Facilities.

(a) Developer is responsible for the design, installation, and construction of all on-site water improvements minimally necessary to serve the Project (“Water Facilities”). The design of the Water Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of the same. Subject to the City’s obligations under Section 4.7, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Water Facilities (the size and

extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's engineer as part of the platting process.

(b) Off-Site Water Facilities. Developer shall be required to construct and fund off-site water facilities or improvements for development of the Property. The cost for the off-site water facilities shall be reimbursed either through Impact Fee Reimbursements, a Public Improvement District as described in Section 4.8, a waiver of tap fees, or a combination of these.

(c) Amendment to CIP. The City agrees that it will take all required actions to amend the City's Capital Improvements Plan to include all the costs for the off-site water improvements ("Water CIP Amendment") within six (6) months of the Effective Date, including without limitation the City Council's consideration and final action of the same. Developer shall have no responsibility for any costs associated with the Water CIP Amendment.

4.4 Water and Sewer Services.

(a) Generally. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide continuous and adequate retail water and sewer service to the Property at times and in capacities sufficient to meet the service demands of the Project as it is developed. Upon acceptance of the Water Facilities and Sewer Facilities, the City shall operate said facilities to serve the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCNs covering the Property.

(b) Sewer Service. From and after the Date of Acquisition, the City shall be the retail provider of wastewater service to the Property. If the City is at any time unable or unwilling to provide adequate wastewater treatment capacity for the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional wastewater capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of wastewater service to the Property; (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency, including, but not limited to, a wastewater treatment plant; and (3) Developer's discharge permit application to the TCEQ if a municipal utility district or other district will serve as the alternative retail provider of wastewater service to any portion of the Property. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate wastewater service to all or any portion of the Property, the City will be required to do so.

(c) Water Service. From and after the Date of Acquisition, the City shall be the retail provider of water service to the Property. If the City is at any time unable or unwilling

to provide adequate water treatment capacity to the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional water capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of water service to the Property; and (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate water service to all or any portion of the Property, the City will be required to do so. Water wells other than water wells currently part of the City's water system may be used, subject to any applicable state rules and regulations, as a potable water supply for the Property if the City is unable or unwilling to provide retail water service to the Property.

4.5 Roadway Facilities.

(a) Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site roadway facilities necessary to serve the Project ("Roadway Facilities") in accordance with the City Regulations. The design of the Roadway Facilities shall be approved by the City in advance of the construction of same.

(b) Roadway Dedication and Roadway Improvements. Developer agrees to (1) provide the Roadway Dedication; and (2) subject to the City's obligations under Section 4.7, cause the design and construction of and fund or cause to be funded the Roadway Improvements, and shall be entitled to reimbursement for such Roadway Improvements, including Right-Of-Way dedication, either through Impact Fee Reimbursements, a Public Improvement District as described in Section 4.8, or a combination of these mechanisms. The design and civil engineering for the Roadway Improvements shall be commenced by or on behalf of Developer within 90 days of the Effective Date. Developer shall commence or cause the commencement of onsite construction of the Roadway Improvements within 12 months of the Effective Date. Substantial Completion of construction of the Roadway Improvements shall occur within 36 months of the Effective Date and shall occur before or substantially concurrent with the City's acceptance of the Property Public Infrastructure for the first phase of the Development. If the completion of construction of the Roadway Improvements is not complete within said 36-month period, the City may withhold any and all building permits for construction of residences until said construction of the Roadway Improvements has been completed and accepted by the City. Other than the Roadway Improvements, Developer shall not be required to construct or fund any off-site roadway facilities or improvements for development of the Property. For purposes of this Section 4.5(b) "commencement of onsite construction" shall mean when Developer or any affiliate or entity related to Developer has executed a construction contract and has mobilized the equipment and machinery on-site that is reasonably necessary to commence construction of the Roadway Improvements.

(c) City Cost Participation of Roadway Improvements.

- (1) As of the Effective Date, the Parties anticipate that the Roadway Improvements Costs for Ferguson Road will be equal to or less than \$3,400,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements and the estimate of the Roadway Improvements Costs exceeds \$3,400,000.00 (which exceeds the total estimated Impact Fee Reimbursement for such Roadway Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different mechanism whereby the City will reimburse Developer for any Roadway Improvements Costs for Ferguson Parkway that exceed \$3,400,000.00; or (2) amend this Agreement to reduce the scope of said Roadway Improvements in order to lower the total Roadway Improvements Costs equal to or below \$3,400,000.00. See for reference **Exhibit E-1: Roadway Dedication Ferguson Road.**
- (2) As of the Effective Date, the Parties anticipate that the Roadway Improvement Costs for the East-West Collector (Road "H") will be equal to or less than \$1,800,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements and the estimate of the Roadway Improvements Costs exceeds \$1,800,000.00 (which exceeds the total estimated Impact Fee Reimbursement for such Roadway Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different source from which the City will reimburse Developer for any Roadway Improvements Costs for Road H that exceed \$1,800,000.00; or (2) amend this Agreement to reduce the scope of said Roadway Improvements in order to lower the total Roadway Improvements Costs equal to or below \$1,800,000.00. See for reference **Exhibit E-2 Roadway Dedication Road H.**
- (3) As of the Effective Date, the Parties anticipate that the Roadway Improvement Costs for the East-West Arterial which extends to US 75 grade separated interchange (Mantua Road Interchange) will be equal to or less than \$450,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements and the estimate of the Roadway Improvements Costs exceeds \$450,000.00 (which exceeds the total estimated Impact Fee Reimbursement for such Roadway Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different source from which the City will reimburse Developer for Road S that exceed \$450,000.00; or (2) amend this Agreement to reduce the scope of said Roadway Improvements in order to lower

the total Roadway Improvements Costs equal to or below \$450,000.00. See for reference **Exhibit E-3** Roadway Dedication Road S.

(d) Documentation of Roadway Improvements Costs. Once Developer fully completes the Roadway Improvements, and before the City has accepted the Roadway Improvements after inspection, Developer shall provide the City Manager with documentation evidencing the Capital Improvement Costs for the Roadway Improvements, including without limitation the fair market value of the Roadway Dedication (the "Roadway Improvements Costs"). The "Roadway Improvement Costs shall include the costs for civil engineering, surveying, platting, grading, pavement, associated stormwater system, associated sidewalks, associate landscaping (including trees, sod, irrigation), associated traffic management and signage, and incidentals such as SWPPP, bonds, pro-rated project management, and other related construction fees. The City Manager shall review said documentation (the "Roadway Improvements Costs Documentation") and shall approve or deny the Roadway Improvements Costs within fifteen (15) Business Days of receipt thereof (which approvals shall not be unreasonably withheld, conditioned or delayed) or a longer period of time if the City Manager reasonably requests additional evidence of the Roadway Improvements Costs. If the City Manager denies any Roadway Improvements Costs, the City Manager shall provide Developer with a detailed explanation as to the reasons for denial and a description of the additional information needed. Developer may resubmit any costs and additional information for costs that are denied. If the City Manager takes no action within thirty (30) calendar days of Developer's initial submittal of the Roadway Improvements Costs, the Roadway Improvements Costs shall be deemed automatically approved. Upon approval (or deemed approval) of the Roadway Improvements Costs, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Improvements and Roadway Dedication. Notwithstanding the foregoing or any other provisions of this Agreement, the Roadway Improvements Costs or any portion thereof shall not be deemed approved unless the Developer includes on the first page of the Roadway Improvements Costs Documentation a statement in bold, underlined, fully-capitalized lettering in at least 12-point sized font stating: "**IF THE CITY MANAGER TAKES NO ACTION WITHIN THIRTY (30) CALENDAR DAYS OF THE SUBMITTAL OF THIS ROADWAY IMPROVEMENTS COSTS DOCUMENTATION, THEN THE ROADWAY IMPROVEMENTS COSTS SHALL BE DEEMED TO BE AUTOMATICALLY APPROVED.**"

(e) The City agrees to cooperate with Developer (or its representatives) to facilitate the alignment of future Ferguson Parkway from CR 371 to the northernmost "east-west" arterial as shown on the Illustrative Layout / General Development Plan included with the Development Regulations. Ferguson Parkway is currently aligned in such a way that two lanes are the responsibility of two different property owners in two different areas. The Developer is willing to build those "off-site" segments of two lanes, provided that the City reimburses the Developer in "dollar for dollar" for all off-site expenses and the City acquires the Right-Of-Way from the two property owners. Developer shall not commence such construction without written approval from the City's engineer.

(f) The City agrees to cooperate with the Developer (or its representative) to facilitate the alignment of the future “east-west” arterial at the northern end of the Property as shown on the Illustrative Layout / General Development Plan included with the Development Regulations.

4.6 Construction, Inspection, and Ownership.

(a) Construction Bidding. The Parties acknowledge that construction of the Developer Improvements and Property Public Infrastructure are not subject to competitive bidding requirements under applicable law. Notwithstanding any other provision of this agreement: (1) the City’s level of participation in funding any costs under this Agreement shall not exceed 30 percent of the total contracted price of such improvements or infrastructure exclusive of costs for any oversizing of improvements required by the City (including but not limited to increased capacity of improvements to anticipate other future development in the area); and/or (2) at least one-third of such costs is to be paid by or through special assessments levied on property that will benefit from the improvement.

(b) Performance Bond, Payment Bond and Other Security. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, the contractor for such improvements, as applicable, must execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, Developer or the contractor for such improvements further must execute a maintenance bond in accordance with applicable City Regulations that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Developer Improvements and/or the Property Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Developer Improvements and/or Property Public Infrastructure constructed under such contract.

(c) Inspections and Acceptance of Developer Improvements and Property Public Infrastructure. The City shall inspect, as required by City Regulations, the construction of all Developer Improvements and any Property Public Infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, and streets. The City's inspections shall not release the Developer from its responsibility to construct, or cause the construction of, adequate Developer Improvements and Property Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City temporarily withholds City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City may not withhold utility services to a

portion of the Development if all necessary infrastructure has been properly constructed and accepted by the City for such portion of the Development, even if infrastructure for other portions of the Development have not yet been completed. For the avoidance of doubt, the Parties intend that the Development may be constructed in phases and Developer is only required to construct such Property Public Infrastructure necessary to serve each phase, respectively. From and after the inspection and acceptance by the City of the Property Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of the Developer Improvements and Property Public Infrastructure by the City shall not be unreasonably withheld, conditioned, or delayed, and shall be evidenced in a writing issued by the City Manager or his or her designee. Upon acceptance of the Property Public Infrastructure or any portion thereof by the City, the City shall, at all times thereafter, maintain and operate the accepted improvements in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(d) Phasing. The Property (including the Property Public Infrastructure to serve the same) may be developed in phases and Developer may submit or cause to be submitted a plat for all or any portions of the Property in accordance with the Governing Regulations. The Developer Improvements may also be completed and accepted in phases.

(e) Insurance. Developer and/or the general contractor(s) for construction of the Developer Improvements and the Property Public Infrastructure shall acquire and maintain, during the period of time when any of the Developer Improvements and Property Public Infrastructure are under construction (and until the full and final completion of such Developer Improvements and/or Property Public Infrastructure, as applicable, and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Developer Improvements and/or Property Public Infrastructure construction contracts, as applicable, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name Anna 60 Partners LP, a Delaware Entity, and the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of construction contracts for the Developer Improvements and/or Property Public Infrastructure, as applicable, Developer shall provide or cause to be provided to the City certificates of insurance evidencing such insurance coverage, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation of the same, the City shall receive written notice of such cancellation. For the avoidance of doubt, if the insurance required pursuant to this subsection is acquired and maintained by a contractor, such insurance provided by the contractor shall be sufficient (and Developer shall not be required to obtain duplicate insurance that is already provided by a contractor).

(f) INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS (EACH A "DEVELOPER PARTY"), IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY DEVELOPER IMPROVEMENTS, PROPERTY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** NOTWITHSTANDING THE FOREGOING, THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE AND/OR FAULT OF THE DEVELOPER OR A DEVELOPER PARTY AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THE DEVELOPER'S MISREPRESENTATION TO THE CITY OF ITS OWNERSHIP, TRANSFER OR CONVEYANCE OF ANY PORTION OF THE PROPERTY. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CONSTRUCTED OR CAUSED TO BE CONSTRUCTED BY DEVELOPER NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER.

4.7 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Developer Improvements and the Property Public Infrastructure. If, however, Developer is unable to obtain such third-party

rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorneys fees and related expenses, and appraiser and expert witness fees (collectively, Eminent Domain Fees) paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Developer Improvements and the Property Public Infrastructure, as applicable, can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within fifteen (15) Business Days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) calendar days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. Notwithstanding anything to the contrary in this Agreement, the Developer shall not be required to fund or construct any Developer Improvements or Property Public Infrastructure that Developer or the City are unable to secure required third-party rights-of-way, consents, or easements for in connection with the obligations of the Parties In this Section 4.7. Further, the Parties agree to cooperate in any future amendments to this Agreement needed to enable Developer to provide necessary Property Public Infrastructure to the Property.

4.8 Impact Fee Reimbursement; Public Improvement District (PID); Oversizing.

(a) Impact Fee Reimbursement

- (1) City shall reimburse Developer for the major Roadway Improvements (Ferguson Parkway), East-West Collector Road (Road "H") and east-west Arterial at the north end of the subject property (Road "S") and Off-Site Utilities (both water and sanitary sewer) from available funds from the Impact Fee Accounts, as the primary source of reimbursement.
- (2) If the City has no available funds in the Impact Fee Accounts or cannot Amend the CIP within the specified timeline as described herein, the City may utilize other reimbursement sources including without limitation the Public Improvement District.
- (3) Impact Fees for each phase of the Project shall be assessed and collected at the rates adopted by the City Council at the time such fees are collected an otherwise in accordance with applicable law. In accordance with state law, the City shall collect Impact Fees from the Property and place such collected Impact Fees in separate and

clearly identifiable interest-bearing Impact Fee Accounts for the benefit of the Developer.

- (4) Developer shall be entitled to Impact Fee Reimbursement for all Capital Improvement Costs borne by the Developer. The City hereby confirms and represents that all of the Developer Improvements are or shall be Capital Improvements and are eligible for and entitled to Impact Fee Reimbursement hereunder. The City shall reimburse Developer up to the total Roadway Improvements Costs and off-site utility costs (both water and sanitary sewer costs), each in the aggregate, on a quarterly basis from the Impact Fees collected as described in subsection (1) above. The City shall provide the Impact Fee Reimbursement to Developer and the Impact Fee Reimbursement shall carry forward until the Roadway Improvement Costs and off-site utility costs (both water and sanitary sewer costs) have been reimbursed in full.
- (5) further, Developer shall be entitled to Impact Fee Reimbursement to fully compensate Developer for all other Capital Improvement Costs incurred due to requirements made by the City, if any, in connection with the Project in addition to costs incurred for the Developer Improvements.

(b) Public Improvement District (PID)

- (1) City and Developer agree in principle to fund certain infrastructure and other improvements for the subject Property pursuant to the establishment of a Public Improvement District ("PID") after full annexation of the Property and upon the terms and conditions to be mutually agreed upon and documented within ninety (90) days of Developer's closing on the Property. Upon the approval and creation of the PID, which shall have boundaries that are coterminous with the boundaries of the Property, all on-site utility and roadway improvements that specifically benefit the Property shall be considered reimbursable from the PID.
- (2) To the extent that they specifically benefit the Property, Off-site Utilities and/or major Roadway Improvements (Ferguson, Road "H", and Road "S") shall be reimbursable through the PID only as a final reimbursement source in the event the Developer has not been fully reimbursed through Impact Fee Reimbursement.

(c) Infrastructure Oversizing. The Parties agree that if the City requires Developer to construct or fund any Property Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure"), then the City shall be solely responsible for all reasonable costs attributable to oversized portions of the Oversized Public Infrastructure to the extent not already credited, reimbursed or

otherwise funded by the City or to be financed by a PID (including Construction Costs attributable to oversized portions of the Oversized Public Infrastructure which shall be considered reasonable costs as determined by the City engineer) (“Oversize Costs”) and shall provide payment(s) to Developer to cover the costs of the same. The payment(s) to Developer for the Oversize Costs shall be paid as the Oversized Public Infrastructure is completed (which may be completed in phases corresponding with the phases of the Development). The City shall make a payment to Developer or its assignee for any Oversize Costs within thirty (30) days of receipt of any invoices for the same subject to City Manager approval of such costs in the same manner set forth in Section 4.5(d). The “Oversize Costs” shall be determined by calculating the difference between the cost without the oversizing and the cost with the oversizing using the contractor’s construction line-item budgets as the foundation to perform such calculations. All other related costs (civil engineering, surveying, plating, etc.) shall be calculated as a percentage and included in the “Oversize Costs” for reimbursement purposes.

4.9 Satisfaction of Park Development Fees; No Park Development Fees Due. The City agrees that the provision of open space and amenities generally consistent with the open space plan attached hereto as Exhibit C shall fully satisfy and provide a credit against the park development fees required pursuant to City Code, Chapter 9, Section 9.02.135(c)(4). Therefore, no park development fees shall be due or required for development of the Property. The open space and amenities may be constructed and installed in phases corresponding with separate phases of the Development and may be privately owned and maintained by a property owners’ association. All trails must be accessible and open to the public at all times except when temporarily closed for necessary maintenance or repair. For the avoidance of doubt, the remaining open space area(s) and amenities located within such areas may be reserved for private use, at the Property owner’s sole discretion.

4.10 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to the Developer under this Agreement, the name of the payee for such payment shall be Anna 60 Partners, LP, a Delaware Limited Partnership and the payment/remittance shall be sent or delivered to the following address:

CITY PARK HEIGHTS EAST, located at 301 E. Virginia Street, Suite 304, McKinney, Texas 75069

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address.

4.11 Approvals. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer(s), its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements

to be constructed and that the design plans and specifications meet the requirements of the City Regulations.

ARTICLE V

ANNEXATION AND ZONING

5.1 Annexation. Pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, this Agreement, as of the Date of Acquisition, shall constitute Developer's agreement to petition for the voluntary annexation of the Property into the corporate limits of the City. Developer (or its assignee) shall submit an annexation petition to the City on the City's standard form, attached hereto as **Exhibit F** (the "Annexation Petition") within thirty (30) days after the Date of Acquisition. Upon the City's request, Developer shall further execute and supply any and all instruments and/or other documentation reasonably necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within ninety (90) days following the date that Developer submits the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change in the law governing municipal annexation. The above-referenced annexation is authorized under Texas Local Government Code Chapter 43, Subchapter C-3. To the extent said Subchapter C-3 is amended in the future or its requirements are modified by any future legislative act, the Parties agree to take all reasonable steps to meet any additional requirements to allow for the above-referenced annexation provided that the terms and conditions of this paragraph have been met in order for the City to perform an annexation as intended under this Agreement. The annexation procedures described in plain language in this Agreement require the consent of the owner(s) of Property, which consent is conditionally provided under this Agreement as set forth above. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

5.2 Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall further constitute an agreement for the provision of services to the Property. Immediately upon the annexation of the Property, the Property and its residents shall be entitled to receive all Municipal Services on the same terms and at the same rates as then provided within the City and without discrimination.

5.3 Zoning. Within thirty (30) days following the adoption of an ordinance approving the annexation of the Property pursuant to Section 5.1, the City shall consider zoning the Property as a planned development district with regulations identical to those in the Development Regulations (including the concept plan attached as an exhibit to the Development Regulations); however, regardless of how the City zones the Property, Developer, its successors and assigns, may develop and use the Property in accordance with the Development Regulations and the Zoning Ordinance (as amended by the Development Regulations) and all other terms of this Agreement, and no other conflicting zoning regulations shall apply to the Property. All applicable City ordinance requirements that reference the City's Zoning Ordinance or compliance with zoning regulations or the City's comprehensive plan (including the City's master thoroughfare plan) shall be interpreted to mean compliance with the Development Regulations. Subject to the terms herein,

Developer hereby expressly consents and agrees to the aforementioned zoning of the Property consistent with the Development Regulations and Developer shall not be required to submit a formal zoning application or pay related fees in order for the City to proceed with zoning the Property as contemplated by this Agreement. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as it relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, (a) no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured; and (b) a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) Business Days after it is due.

6.2 Remedies. As compensation for the other party's default, an aggrieved Party may seek specific performance of the other party's obligations under this Agreement. Notwithstanding the foregoing, however, no default under this Agreement shall: (a) entitle the City to terminate this Agreement or to suspend performance under this Agreement (except as otherwise expressly set forth in this Agreement); or (b) adversely affect or impair the current or future obligations of the City to provide water, sewer and other Municipal Services to the Property in accordance with applicable law. Notwithstanding the foregoing or any other provision of this Agreement, the City may withhold City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII

ASSIGNMENT; ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may be assigned, in whole or in part, to (i) an entity that is or will become a future owner of all or a portion of the Property; (ii) any affiliate or related entity of the Developer; or (iii) any lien holder on the Property, without the prior written consent of the City, but upon written notice to the City. Any reimbursement or receivables due under this Agreement (e.g., the Impact Fee Reimbursement) or any reimbursement agreement may be assigned by the Developer, in whole or in part, without the prior consent of the City, but upon written notice to the City pursuant to Section 7.4 of this Agreement (and upon such an

assignment of reimbursement or receivables, the City will pay the reimbursement directly to the assignee unless otherwise notified in writing). Except as provided in the two preceding sentences, this Agreement shall not be assigned by Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 7.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement.

7.3 Third-Party Beneficiaries. Subject to Section 7.4 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.4 Notice of Assignment. The following requirements shall apply in the event that the Developer assigns or transfers this Agreement, or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) the Developer must provide written notice to the City to the extent required under Section 7.1 within ten (10) Business Days after any assignment, or transfer;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement have been assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, and electronic mail information of the person(s) that have acquired any rights or benefits as a result of any such assignment, transfer or other conveyance; and
- (d) said notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person(s) or entit(ies) that acquired any rights or benefits as a result of the assignment, transfer or other conveyance.

ARTICLE VIII

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Collin County, Texas upon the Date of Acquisition. From and after the Date of Acquisition, this Agreement binds and constitutes a

covenant running with the Property and is binding upon the Developer and the City and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

8.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner or lienholder, and upon the payment to the City of a \$100.00 fee, the City Manager, or his/her designee will, in his or her official capacity and to his or her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

ARTICLE IX

TERM

Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be twenty-five (25) years after the Effective Date ("Term"); however, if Developer or its assignee has not acquired ownership of the Property within 90 days of the Effective Date, this Agreement shall automatically terminate, be null and void and of no further force or effect. This Agreement and all of the rights, duties and obligations herein shall be subject to and conditioned on Developer or its assignee acquiring fee simple title to the Property within 90 days of the Effective Date. For the avoidance of doubt, the aforementioned condition shall be satisfied if Anna 60 Partners, LP, a Delaware Entity or its assignee (who from and after such assignment would be considered the Developer under this Agreement) acquires the Property. This Agreement shall be held in escrow until the Date of Acquisition, at which time this Agreement shall be effective and filed in the Real Property Records of Collin County, Texas.

ARTICLE X

GENERAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received (a) when personally delivered (with confirmation of receipt); (b) one (1) day after deposit if sent by recognized courier service and sent via overnight courier for next day delivery with receipt of delivery; or (c) 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409

With a copy to: Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

To the Developer: Anna 60 Partners, LP, a Delaware Entity
Attn: Tre Dibrell, VP Land
301 E. Virginia Street Suite 304
McKinney Texas 75069
Office: 469-714-0052
tred@cityparkdevelopments.com

With a copy to: Canada Lewis & Associates, PLLC
Attn: Laura Canada Lewis, Esq.
5550 Granite Pkwy, Suite 195
Plano, Texas 75024
T: 469-664-0120
F: 469-501-7781
llewis@canadalewis.com

With a copy to: Sanchez and Associates, LLC
Attn: Casey Gregory, P.E. President
210 Adriatic Parkway Suite 200
McKinney Texas 75072
Office: 469-424-5900
Casey.gregory@thesanchezgroup.biz

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, except for any party that may be construed to be a third-party beneficiary to this Agreement.

10.7 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in a state district court in Collin County.

10.9 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A: Metes and Bounds Description of the Property
- Exhibit B: Development Regulations
- Exhibit C: General Development Plan
- Exhibit D-1: Roadway Dedication Ferguson Parkway
- Exhibit D-2: Roadway Dedication Road H
- Exhibit D-3: Roadway Dedication Road S
- Exhibit E-1: Roadway Improvement Ferguson Parkway
- Exhibit E-2: Roadway Improvement Road H
- Exhibit E-3: Roadway Improvement Road S
- Exhibit F: Form of Annexation Petition
- Exhibit G: Open Space Plan

10.12 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date and Developer does not hereby waive or release any right that Developer may now or thereafter have with respect to any rights under Chapter 245 of the Texas Local Government Code.

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) actions or failures to act of a governmental authority, including any changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable on the Effective Date, and any delay in issuance of permits or certificates of occupancy by any governmental authority having jurisdiction, but excluding delays due to conditions that violate applicable codes and regulations; (e) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (f) epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (g) labor shortages or moratoriums; (h) fire or other material casualty; (i) mechanical failure of equipment; (j) utility delays or interruptions; (k) any emergency event that threatens imminent harm to property or injury to persons; (l) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder;

provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this Section 10.13 shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: [Signature]
Name: Ryan Henderson
Title: City Manager
Date: 9/18/24

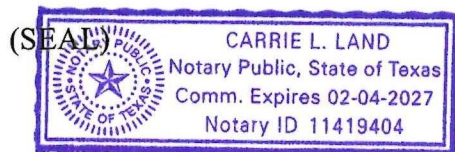
APPROVED AS TO FORM:

Name: Clark McCoy
Title: City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 18th day of September, 2024 by Ryan Henderson, City Manager of the City of Anna, Texas, on behalf of said City.



[Signature]
Notary Public, State of Texas

NAME printed or typed: Carrie L. Land

Commission Expires: 2-4-2027

DEVELOPER:

ANNA 60 PARTNERS, LP
a Delaware limited partnership

By: Anna 60 Development, Inc.
a Texas corporation, its general partner

Date: 08-05-2024
By: Christopher Zeppa, President *ZA*

By: *ZA*
Date: Christopher Zeppa, President *ZA*

STATE OF TEXAS

COUNTY OF ~~DALLAS~~ *COLLIN*

This instrument was acknowledged before me on the 5th day of AUGUST,
2024 by Christopher Zeppa, on behalf of said entity.

(SEAL)



Theresa A. Jackson
Notary Public, State of Texas

NAME printed or typed: THERESA A. JACKSON

Commission Expires: 10-9-2024

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

EXHIBIT "A" - LEGAL DESCRIPTION

BEING a 62.41 acre tract of land situated in the James C. Burge Survey, Abstract No. 106, Collin County, Texas, same being a portion of that tract of land conveyed to Samuel Harry Collins, Trustee of the Revocable Collins Family Trust, by deed recorded in Instrument No. 2022000114771, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail found for corner, said corner being the Southwest corner of a 60 foot Right-of-Way dedication shown by Joe Bryant Elementary School Addition, an addition to the City of Anna, Collin County, Texas, thereof recorded in Instrument No. 2005-0108630, Official Public Records, Collin County, Texas, same lying along the centerline of County Road 371 (a public Right-of-Way), same being the Southwest corner of a tract of land conveyed to North Texas Annual Conference of the United Methodist Church, by deed recorded in Instrument No. 2023000111102, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 18 minutes 17 seconds West, along the centerline of said County Road 371, a distance of 525.00 feet to a point for corner, said corner lying along the North line of a tract of land conveyed to Anacapri Laguna Azure, LLC, a Wyoming Limited Liability Company, by deed recorded in Instrument No. 2005-0108630, Official Public Records, Collin County, Texas, same lying along the centerline of said County Road 371 to the POINT OF BEGINNING of herein described tract, from which a mag nail found bears North 06 degrees 03 minutes 32 seconds East, a distance of 0.41 feet;

THENCE North 89 degrees 18 minutes 17 seconds West, along the centerline of said County Road 371, a distance of 1,076.69 feet to a point for corner said corner lying along the North line of a tract of land conveyed to D.R. Horton-Texas, LTD., a Texas Limited Partnership, by deed recorded in Instrument No. 20210212000310470, Official Public Records, Collin County, Texas, same being the Southeast corner of a tract of land conveyed to LHJH Properties, LTD., a Texas Limited Partnership, by deed recorded in Instrument No. 20061003001424640, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found bears South 58 degrees 31 minutes 26 seconds East, a distance of 31.18 feet for witness, and said corner from which a 1/2 inch iron rod found bears North 87 degrees 42 minutes 53 seconds East, a distance of 31.54 feet for witness;

THENCE North 00 degrees 52 minutes 27 seconds East, along the East line of said LHJH Properties tract, a distance of 1,804.72 feet to a point for corner, said corner lying along the East line of said LHJH Properties tract, same being a Southwest corner of the remainder of said Revocable Collins Family Trust, from which a mag nail found bears North 86 degrees 20 minutes 28 seconds West, a distance of 3.94 feet for witness;

THENCE South 89 degrees 03 minutes 06 seconds East, along the remainder of said Revocable Collins Family Trust, a distance of 1,125.93 feet to a point for corner, said corner being the Southeast corner of said Revocable Collins Family Trust, from which a 5/8 inch iron rod found bears North 37 degrees 59 minutes 25 seconds East, a distance of 0.35 feet for witness;

THENCE North 00 degrees 56 minutes 14 seconds East, along the East line of said Revocable Collins Family Trust, a distance of 495.32 feet to a 5/8 inch iron rod found for corner, said corner being the Northeast corner of said Revocable Collins Family Trust, same lying along the South line of a tract of land conveyed to Anacapri Laguna Azure, LLC, by deed recorded in Instrument No. 2022000118987, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 27 minutes 42 seconds East, along the South line of said Anacapri tract (2022000118987), a distance of 506.25 feet to a 1/2 inch iron rod found for corner, said corner lying along the South line of said Anacapri tract (2022000118987), same being the Northwest corner of a tract of land conveyed to Anacapri Laguna Azure, LLC, by deed recorded in 2002000084315, Official Public Records, Collin County, Texas;

THENCE South 01 degree 39 minutes 52 seconds West, along the West line of said Anacapri Laguna Azure tract (2002000084315), a distance of 676.15 feet to a 3/4 inch iron rod found for corner, said corner being the Southwest corner of said Anacapri Laguna Azure tract (2002000084315), same being the Northwest corner of Lot 1, Block A, of said Joe Bryant Elementary School Addition;

THENCE South 01 degree 38 minutes 41 seconds West, along the West line of said Lot 1, a distance of 780.78 feet to a 1/2 inch iron rod found for corner, said corner lying along the West line of said Lot 1, same being the Northeast corner of a tract of land conveyed to North Texas Annual Conference of the United Methodist Church by deed recorded in Instrument No. 2023000111102, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 18 minutes 15 seconds West, along the North line of said United Methodist Church tract, a distance of 525.00 feet to a point for corner, said corner being the Northwest corner of said United Methodist Church tract, from which a 1/2 inch iron rod found bears North 02 degrees 12 minutes 12 seconds East, a distance of 0.33 feet for witness;

THENCE South 01 degree 38 minutes 41 seconds West, along the West line of said United Methodist Church tract, a distance of 831.00 feet to the POINT OF BEGINNING and containing 2,718,348.80 square feet or 62.41 acres of land.

Exhibit B

DEVELOPMENT REGULATIONS FOR [CITY PARK HEIGHTS EAST]

(“Development Agreement” as used in these Development Regulations refers to that certain CITY PARK HEIGHTS EAST Development Agreement to which this document is attached as Exhibit B. The permitted uses and standards for development of the Property shall be in accordance with the [Mixed Density Residential (MD) District] of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and in the Development Agreement.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Property associated with the Development Agreement and shall not apply to any additional areas within or outside of the city limits.

Exhibit: “B”

Development Standards for the City Park Heights East

The permitted uses and standards for development of the Subject Property shall be in accordance with the Mixed Density Residential (MD) District. The proposed Planned Development District Standards proposed herein are aimed at promoting a mixed-use residential district encompassing a diversified medium-density residential mix of housing choices. This proposed district will have a mixture of single family detached bungalows, urban townhomes and courtyard focused cottage-style townhomes. The integrated land plan, streetscape characteristics and overall community design encourage pedestrian activity by enforcing and promoting the walkable community principles outlined in the City of Anna Unified Development Code.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Subject Property associated with this Development Agreement and shall not apply to any additional areas without or outside of the city limits of the City of Anna.

Illustrative Layout – General Development Plan; Conflicts and Terms:

1. Development shall generally follow, but not exactly, the circulation, block patterns and street alignments illustrated in **Exhibit C** – “GDP - General Development Plan / Illustrative Plan” (GDP). Conflicts between the Development Standards, GDP and City Ordinances will be addressed in priority as in **Section 4** below.
2. Details on a Preliminary Plat that differ from the GDP which do not alter the basic relationship of the proposed single-family development area to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not reduce the yards provided at the boundary of the site, as indicated in these Development Regulations or associated General Development Plan, may be authorized by the Director of Planning as updates to the General Development Plan without requiring a rezoning of the subject property and without requiring an Amendment to the Pre Annexation Development Agreement. These types of updates shall be considered as “Administrative Updates” for the City files.
3. As part of any annexation request and future development of the subject property, the applicant agrees to abide by all applicable procedural requirements under City Regulations or as amended herein.
4. Conflicts:
 - a. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance these Development Regulations shall prevail and control.
 - b. Where these Development Regulations may be silent, the General Development Plan shall prevail and control.
 - c. Where these Development Regulations and the General Development Plan are silent, the City’s Unified Development Code shall prevail and control.

5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City of Anna's Zoning Ordinance of the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
6. Maximum number of single-family residential units shall be as follows:
 - a. Maximum number of Residential Bungalows (SFD-Bungalow): 140 units
 - b. Maximum number of Urban Residential (THA): 80 units
 - c. Maximum number of Urban Residential (THB): 160 Units
 - d. Maximum number of Urban Cottages (SFA-Cottage): 110 units
7. Lot size shall be mixed in each area to provide additional options and character to community.
8. Fencing
 - a. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots facing and/or siding to the required Homeowner's Association (HOA) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, shall be ornamental iron fences such as wrought iron or tubular steel.
 - b. Fences constructed between residences may be wood.
 - c. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed.
 - d. Plastic and chain-link fencing is prohibited.
 - e. Wood fencing of a uniform design shall be constructed along the rear or side lot lines to single-family homes that are adjacent to HOA common area lots.
9. A minimum of 15-foot-wide common area "east-west" tract with an associated minimum 10-foot wide sidewalk shall be owned and maintained by the HOA on the south side of the "Bungalows" connecting from Ferguson Road east to Bryant Elementary School.
Exhibit C.
10. Private Amenities:
 - a. The "Nature Area" shall be the centerpiece of the development. The intent is to designate a non-disturbance area to promote the natural flora and fauna of the area. This area will have some limited accessibility but is mostly reserved for passive enjoyment.
 - b. The "Nature Pond" will serve two purpose: drainage and contextually sensitive nature area. The overall development's detention requirements shall be focused in this location. The detention pond will be designed as a "wet pond" with a calculated "free board" detention function. A hiking trail and lookouts shall be incorporated into the design of the pond.
 - c. There will be a dedicated "School Trail Route" which provides a safe yet direct route for elementary aged students (**Section 9** above). The dedicated path is

intended to encourage students to walk to the Bryant Elementary School and reducing local vehicle trips. This route shall include:

- i. Dedicated hike-bike trail 10' concrete sidewalk
 - ii. Canopy trees and landscaping
 - iii. Decorative Benches
 - iv. Decorative Trash receptacles
- d. A private "Amenity Center" facility shall be provided as part of the development. The Amenity Center facility shall include, at a minimum, the following:
- i. Swimming Pool
 - ii. Restrooms
 - iii. Picnic area
- e. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Development Services or applicable designee. Developer shall receive credits against Parkland Dedication Fees as set forth in the Development Agreement. Given the open space and amenities provided, no Parkland Dedication shall be due.
- f. All sidewalks and barrier free ramps (BFR's) shall be in accordance with the City of Anna Development Regulations and be ADA compliant.

11. Infrastructure Improvements:

- a. As shown on the General Development Plan (**Exhibit C**), the north-south right-of-way (ROW) (future Ferguson Parkway) that traverses between CR 371 through the subject property to the northern "east-west" arterial which connects to US 75 shall be a minimum of eighty feet (80) feet wide of ROW and be constructed as a Minor Arterial. **Exhibit D-1.**
- b. As shown on the General Development Plan (**Exhibit C**), the east-west right-of-way (ROW) (future Road H) that traverses from the West Property Line to the East Property line through the center of the property shall be a minimum of sixty feet (60') of ROW and be constructed as a residential collector. **Exhibit D-2.**
- c. As shown on the General Development Plan (**Exhibit C**), the east-west right-of-way (ROW) (future Street "S") that traverses from the East Property line to future Ferguson Road shall be a minimum of sixty feet (60') of ROW and be constructed as a residential collector. **Exhibit D-3.**

12. Private Improvements / Amenities:

- a. There is an elementary school site immediately east of the subject property. The School Trail Route shall be owned and maintained by the HOA on the south side of the "Cottages" connecting from Ferguson Road east to Bryant Elementary School. **Exhibit C.**
- b. A nature trail around the detention pond along the western property line shall be constructed by the Developer in an environmentally sensitive manner to allow for access to the pond while minimizing impacts to the natural landscape.
- c. A nature trail around the detention pond at the northeastern property line shall be constructed by the Developer in an environmentally sensitive manner to allow for access to the pond while minimizing impacts to the natural landscape.

- d. The Developer shall construct and maintain, via the Homeowner's Association, an Amenity Center for the use and enjoyment of the residents of Bryant Park Heights. Amenity Center shall include, but not limited to, a swimming pool, restroom/changing facilities, picnic area and dedicated parking (including handicapped parking).
- e. Developer shall construct and maintain, via the Homeowner's Association, various pocket parks and pet areas along the eastern property adjacent and in conjunction with the SFA- Cottage homes.
- f. The Developer shall construct and maintain, via the Homeowner's Association, forty (40) additional guest parking spaces along the eastern property adjacent and in conjunction with the SFA-Cottage homes.

ARTICE 9.04 ZONING ORDINANCE

1. Sec. 9.04.004 Definitions

2. Sec. 9.04.042 Site Design Requirements

a. No Change

b. No Change

c. Single-Family and Two-Family Residential Standards

- 1) Building Articulation – At least four facade articulation techniques are required on each single-family or two-family dwelling to add variety and interest to a building. The following features are a partial list of acceptable techniques of exterior articulation, but others may also be proposed or utilized as part of a specific set of architectural designs plans. **Exhibit I** provides (for illustration purposes only) architectural styles proposed for the subject property.

A. One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;
- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction.
(Quoins and banding shall wrap around the corner of the structure for at least two feet.)

- B. Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.
 - C. Front Porch of at least 20 square feet.
 - D. No Change
 - E. No Change
 - 2) Roof Treatment. No change
 - 3) Fenestration. No change.
 - 4) Garages. On front entry garages, the face of a garage shall not:
 - A. No Change
 - B. Be over 80% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.
 - 5) House Repetition.
 - A. Within residential development, single-family and two-family dwellings with substantially identical exterior elevations can only repeat every four (4) lots when fronting the same right-of-way including both sides of the street.
 - B. No Changes
- d. Multi-family Residential Standards. No change
- e. Townhome Unit and Single-Unit or Duplex Unit Park Standards.
 - 1) Building Articulation. No change.
 - A. No Change.
 - B. No Change.
 - C. Front porch of at least 24 square feet.
 - D. The installation of at least one (1) coach lights.
 - E. No Change
 - 2) No Change.
 - 3) No Change
 - 4) No Change
 - 5) Unit Repetition
 - A. Single Family Attached Townhomes on which each unit of a multi-unit building is located upon an individually platted lot creates a unique design challenge and opportunity.
 - B. Each Townhome Building shall have a maximum of 4 attached units on individually platted lots.
 - C. The “end lots” for each multi-unit building shall have a sufficient side yard setback to provide a ten-foot (10’) building separation from the adjacent Townhome Building or to provide adequate site visibility at the intersection of two streets if the end unit is at the end of a block.

- D. Each Townhome Building shall have a comprehensive and cohesive architectural form in terms of color palette and articulation features as defined herein.
- E. No two individual but adjacent 4-Pack (or smaller) buildings shall be designed with substantially identical exterior elevations.
- F. The SFA-Cottages shall be exempt from any prohibition on repetition since this unit type faces a common landscaped courtyard and not a right-of-way, fire lane, or easement. The SFA-Cottages have a siding condition to the right-of-way.

3. Sec. 9.04.029 Residential Use-Specific Standards

- a. No Change
- b. No Change
- c. No Change.
- d. Townhome Unit and Single-Unit or Duplex Unit Park
 - i. No Change
 - ii. No Change
 - iii. A Townhome Unit or Single-Unit or Duplex Unit Park shall provide the required amount of useable open space, per Table 21: Townhome Unit or Single-Unit or Duplex Unit Park Open Space Below.

Number of Bedrooms	Size
1 or less	300 square feet
Each additional bedroom over 1	300 square feet

4. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below:

	SFD-Bungalow	SFA-Cottage	TH A	TH B
Maximum Height (feet)	35	35	35	35
Side Yard, Interior (feet)	5	0	0	0
Side Yard, Corner Lot, Street Side (feet)	10	10	10	10
Rear Yard (feet) from ROW	15	20	20	20
Rear Yard (feet) from fire lane / first floor	15	20	20	20
Rear Yard (feet) from fire lane / upper floors	15	15	15	15
Front Yard (feet)	20	10	10	10
Lot Area (square feet)	4000	2100	2000	2200

Min. Lot Width (feet)	40	24	24	24
Min. Lot Depth (feet)	90	80	80	85
Max. Lot Coverage (%)	55%	70%	75%	70%
Minimum Building Size (square feet)	2000	2000	2000	2000
Maximum Building Size (square feet)	3600	2800	2800	3000
Min Masonry (%)	50	25	25	25

5. Sec. 9.04.045 Landscaping

- 1) No Change
- 2) No Change
- 3) No Change
- 4) Residential Development

A. No Change

- i. No Change
- ii. No Change
- iii. No Change

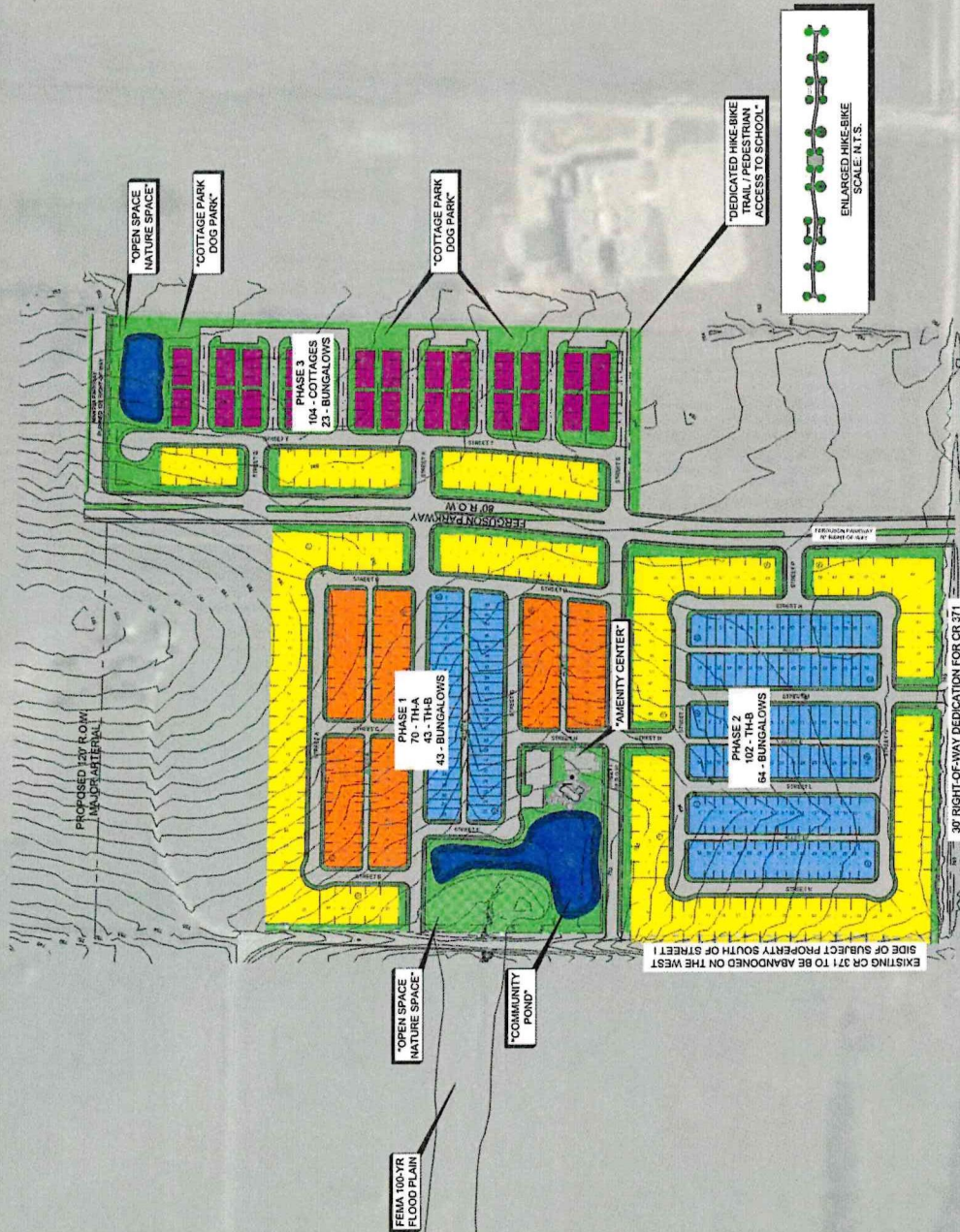
iv. The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of the three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements.

- a) For the Urban Cottage Lots, the number of trees shall be calculated as per Table 27; however, the final tree planting shall be consistent with the Landscape Plan submitted by the Developer. The ultimate location and planting of the required number of trees shall be used to highlight the landscape courtyards, paseos, urban garden niches and other related areas. A conceptual landscape plan for the entire site shall be submitted with the first Preliminary Plat.
- b) The Landscape Plan for the area surrounding the Urban Cottages may also incorporate some of the required trees as indicated in Table 27 into the streetscape / landscape buffers / landscape setbacks / tree planting areas along the adjacent local street.
- c) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Exhibit C
[CITY PARK HEIGHTS EAST]

(see attached)

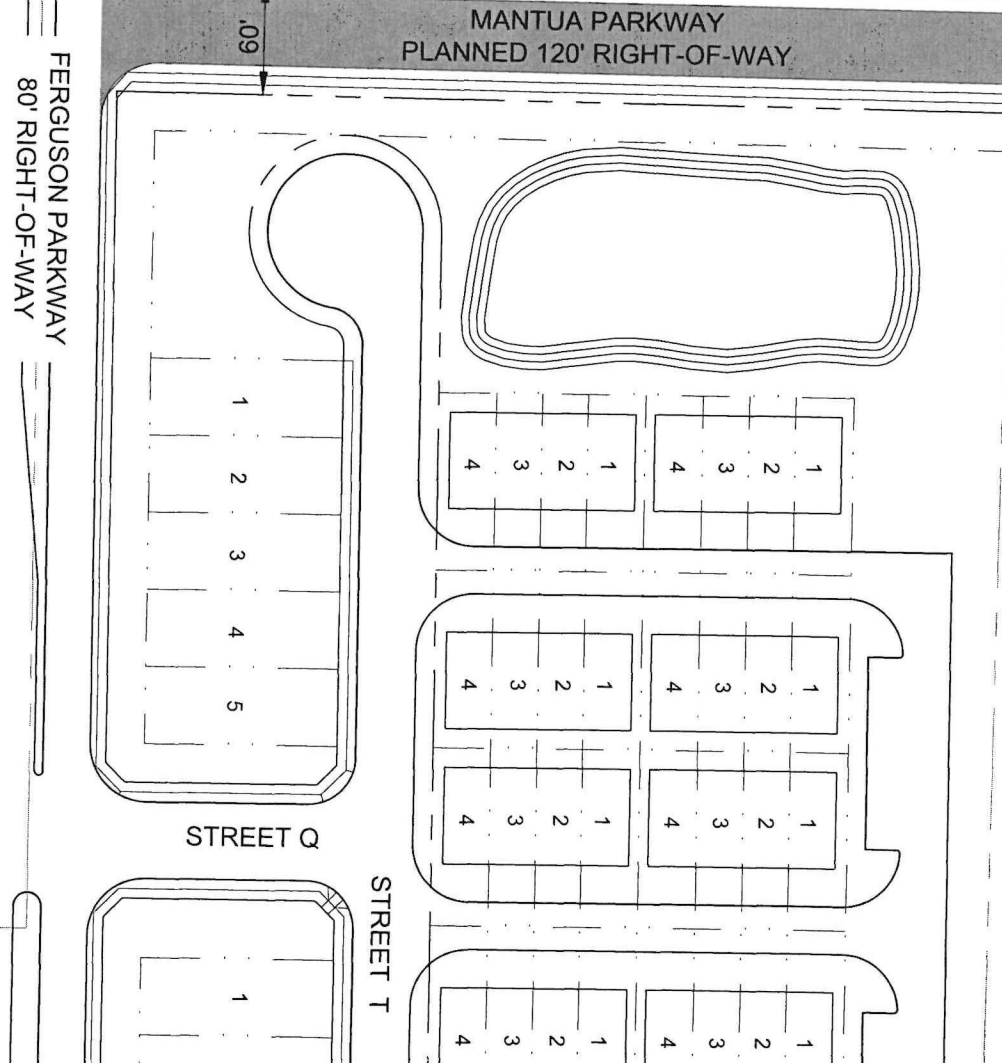
EXHIBIT: "C-GENERAL DEVELOPMENT PLAN"



SANCHEZ
& Associates

210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

EXHIBIT: "D-2 ROADWAY DEDICATION MANTUA PARKWAY"



SCALE 1:100



Master Planning
Civil Engineering
Land Development
210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

EXHIBIT E-1 "ROADWAY IMPROVEMENT FERGUSON PARKWAY"

Project: City Park Heights East
FERGUSON PARKWAY
City of Anna
Collin County, Texas

Acres (Gross): 4.2
Acres (Net): 4.2

Client Name:
ATTN:

Lots: 470.0
Client #:
Job #: 001

Prepared by: Sanchez & Associates, LLC

Initials: DC
Date: 2/27/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Clearing, Grubbing & Stripping	4.2	AC.	\$ 4,000.00	\$ 16,800.00
Unclassified Excavation Ferguson	5,000	CY	\$ 4.00	\$ 20,000.00
				\$ 36,800.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	4,754	L.F.	\$ 4.00	\$ 19,016.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
Bermuda Seeding	2,250	S.Y.	\$ 5.00	\$ 11,250.00
				\$ 35,266.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	240	L.F.	\$ 75.00	\$ 18,000.00
8" Water Valve	6	EA.	\$ 2,000.00	\$ 12,000.00
16" Water Line	2,296	L.F.	\$ 150.00	\$ 344,400.00
16" Water Valve	6	EA.	\$ 8,000.00	\$ 48,000.00
Fittings (1ton/1000 lf of pipe)	2.54	TON	\$ 15,000.00	\$ 38,040.00
Fire Hydrants (with 6" Lead)	6	EA.	\$ 7,000.00	\$ 42,000.00
16" x 6" Tee	6	EA.	\$ 3,500.00	\$ 21,000.00
Connect to Existing 16" Water	1	EA.	\$ 2,000.00	\$ 2,000.00
16" x 8" Tee	2	EA.	\$ 4,500.00	\$ 9,000.00
16" x 8" Cross	2	EA.	\$ 5,500.00	\$ 11,000.00
Testing (Water Pressure & Chlorination)	2,536	L.F.	\$ 2.50	\$ 6,340.00
Trench Safety Plan	2,536	L.F.	\$ 1.00	\$ 2,536.00
				\$ 554,316.00

STORM SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
21" RCP (Class III)	411	L.F.	\$ 95.00	\$ 39,045.00
4' Standard Storm Manhole	3	EA.	\$ 7,500.00	\$ 22,500.00
Curb Inlet 10'	6	EA.	\$ 7,500.00	\$ 45,000.00
Trench Safety Plan	411	L.F.	\$ 1.00	\$ 411.00
				\$ 106,956.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 8in Blvd.	14,973	S.Y.	\$ 100.00	\$ 1,497,300.00
Subgrade Preparation	14,973	S.Y.	\$ 4.00	\$ 59,892.00
Barrier Free Ramp	10	EA.	\$ 1,500.00	\$ 15,000.00
Concrete Sidewalks	2,248	S.Y.	\$ 45.00	\$ 101,160.00
Lime (40# / S.Y.)	299.46	TON	\$ 190.00	\$ 56,897.40
				\$ 1,730,249.40

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Pavement Striping and Marking (Ferguson)	2,250	L.F.	\$ 20.00	\$ 45,000.00
Streetlights	6	EA.	\$ 3,000.00	\$ 18,000.00
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 86,225.56	\$ 86,225.56
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 369,538.11	\$ 369,538.11
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 86,225.56	\$ 86,225.56
				\$ 604,989.23

DESCRIPTION				TOTAL COST
Earthwork				\$ 36,800.00
Erosion Control				\$ 35,266.00
Water				\$ 554,316.00
Storm Sewer				\$ 106,956.00
Paving				\$ 1,730,249.40
Other Development Fees				\$ 604,989.23
Contingencies (Assume 10% of Constr. Costs)				\$ 246,358.74
GRAND TOTAL				\$ 3,314,935.37

TOTAL COST PER ACRE = **\$ 785,529.71**
TOTAL COST PER LOT = **\$ 7,053.05**

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of Anna.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. The unclassified excavation quantity assumes that 350 CY of earthwork moving will be required for each lot.
13. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

EXHIBIT E-2 "ROADWAY IMPROVEMENT MANTUA PARKWAY"

Project: City Park Heights East
MANTUA PARKWAY
City of Anna
Collin County, Texas

Acres (Gross): 0.7
Acres (Net): 0.7

Client Name:
ATTN:

Lots: 470.0
Client #:
Job #: 001

Prepared by: Sanchez & Associates, LLC

Initials: CDR
Date: 2/27/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Clearing, Grubbing & Stripping	0.7	AC.	\$ 4,000.00	\$ 2,800.00
Unclassified Excavation (assumes 350 yds/lot)	1,000	CY	\$ 5.00	\$ 5,000.00
				\$ 7,800.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	500	L.F.	\$ 4.00	\$ 2,000.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
				\$ 7,000.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	500	L.F.	\$ 80.00	\$ 40,000.00
8" Water Valve	2	EA.	\$ 2,500.00	\$ 5,000.00
Fittings (1ton/1000 lf of pipe)	0.50	TON	\$ 16,000.00	\$ 8,000.00
Fire Hydrants (with 6" Lead)	1	EA.	\$ 8,000.00	\$ 8,000.00
16" x 8" Cross	1	EA.	\$ 5,500.00	\$ 5,500.00
Testing (Water Pressure & Chlorination)	500	L.F.	\$ 2.50	\$ 1,250.00
Trench Safety Plan	500	L.F.	\$ 1.00	\$ 500.00
				\$ 73,750.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 8in	1,925	S.Y.	\$ 100.00	\$ 192,500.00
Subgrade Preparation	1,925	S.Y.	\$ 4.00	\$ 7,700.00
Barrier Free Ramp	1	EA.	\$ 1,500.00	\$ 1,500.00
Concrete Sidewalks	260	S.Y.	\$ 45.00	\$ 11,700.00
Lime (40# / S.Y.)	38.50	TON	\$ 190.00	\$ 7,315.00
				\$ 220,715.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 10,824.28	\$ 10,824.28
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 46,389.75	\$ 46,389.75
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 10,824.28	\$ 10,824.28
				\$ 68,038.30

DESCRIPTION				TOTAL COST
Earthwork				\$ 7,800.00
Erosion Control				\$ 7,000.00
Water				\$ 73,750.00
Paving				\$ 220,715.00
Other Development Fees				\$ 68,038.30
Contingencies (Assume 10% of Constr. Costs)				\$ 30,926.50
GRAND TOTAL				\$ 408,229.80

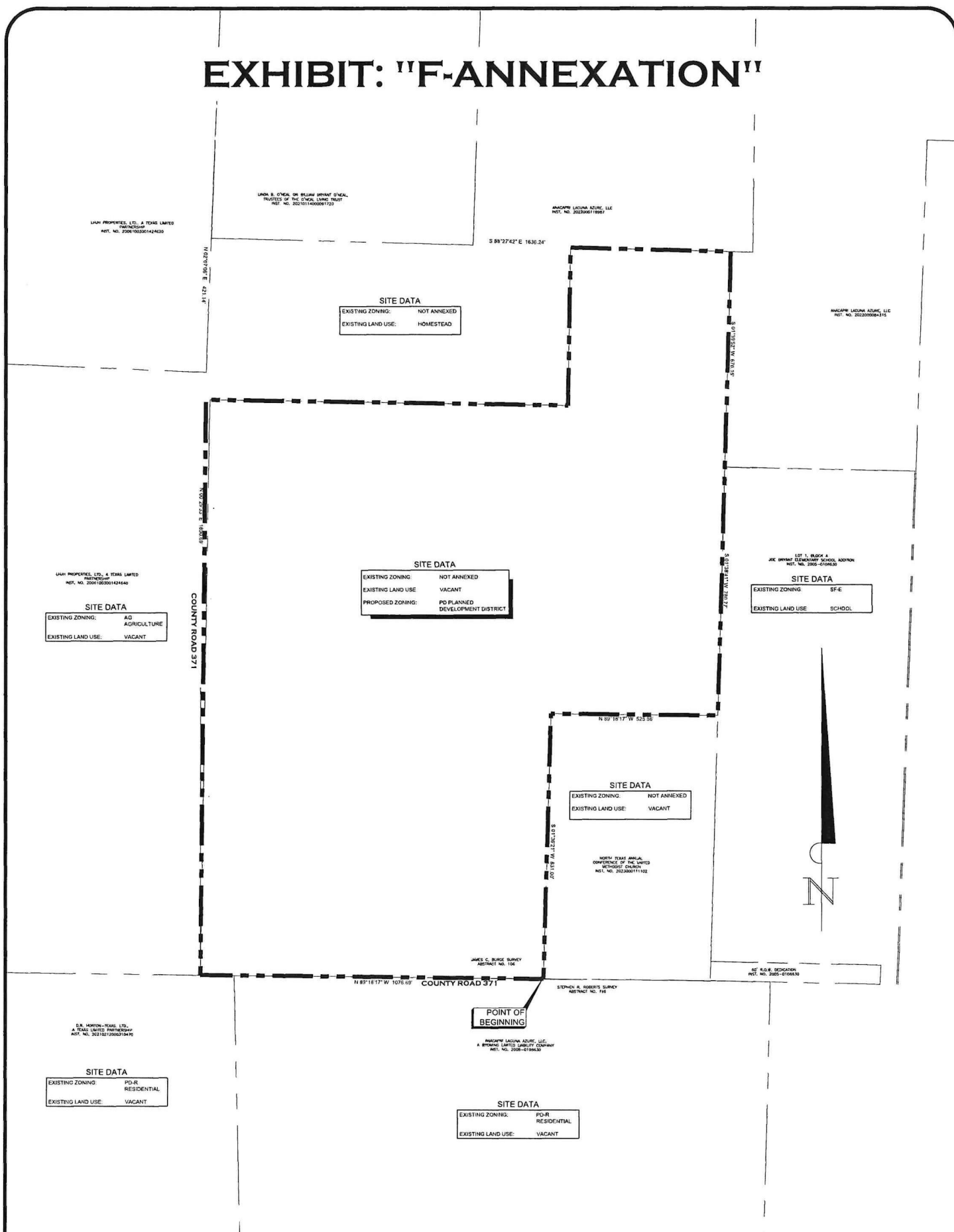
TOTAL COST PER ACRE = \$ 583,185.43
TOTAL COST PER LOT = \$ 868.57

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of Anna.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. The unclassified excavation quantity assumes that 350 CY of earthwork moving will be required for each lot.
13. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

EXHIBIT: "F-ANNEXATION"

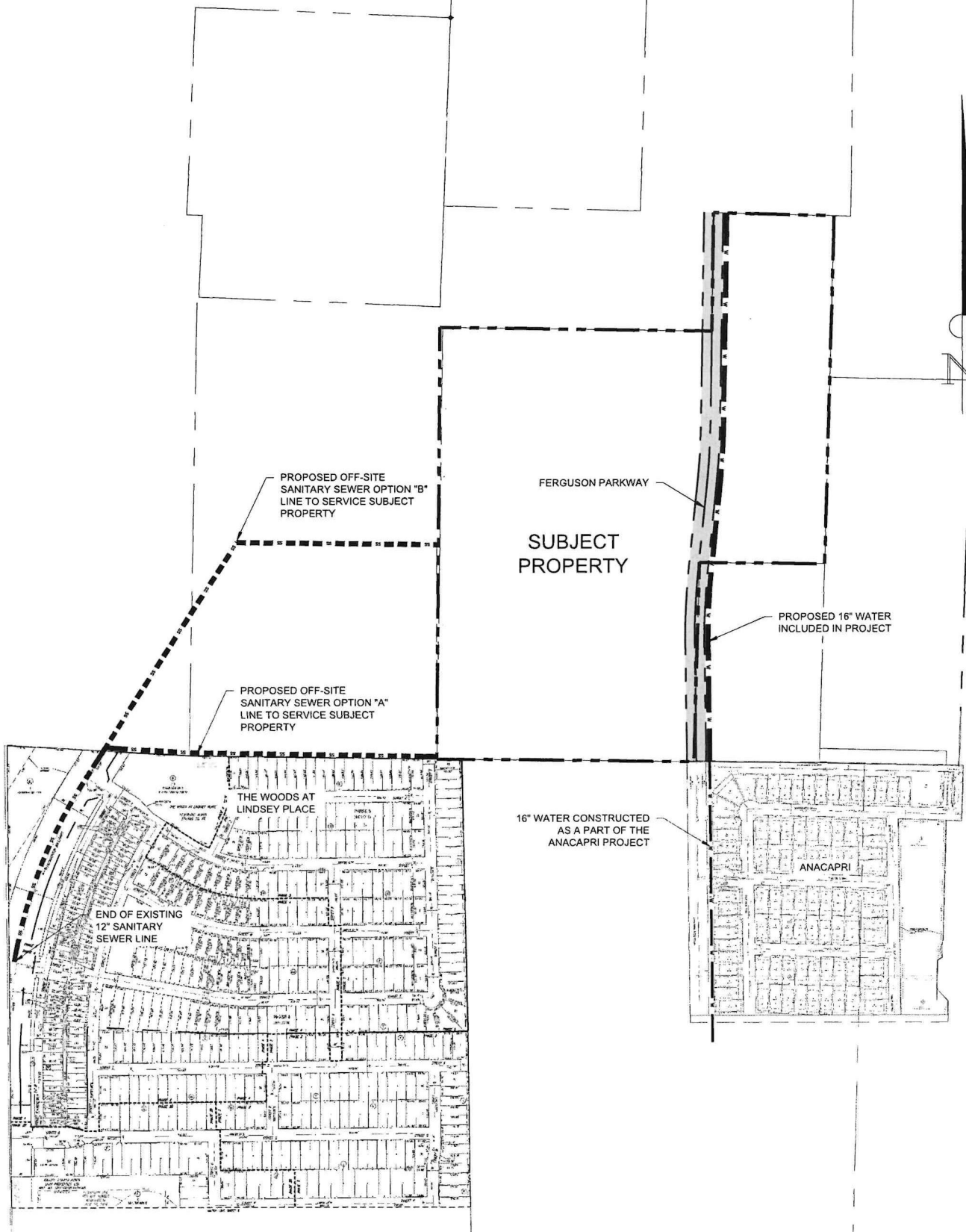


Master Planning
Civil Engineering
Land Development

210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8663

SCALE 1:400

EXHIBIT: "H - UTILITIES"



Master Planning
Civil Engineering
Land Development
210 Adairville Parkway, Suite 200
McKinney, TX 75072
Tel: 469-424-5983
thesanchezgroup.biz
Certificate of Registration No. F-8665

SCALE 1:600

Exhibit I: Architectural Style *(for illustration purposes only)*

This single-family home exudes a harmonious blend of classic charm and modern aesthetics, stretching comfortably across a 30-foot width. Its design is steeped in the modern farmhouse style, which is characterized by a warm and inviting atmosphere that brings to mind the simplicity and comfort of rural living combined with contemporary elements.

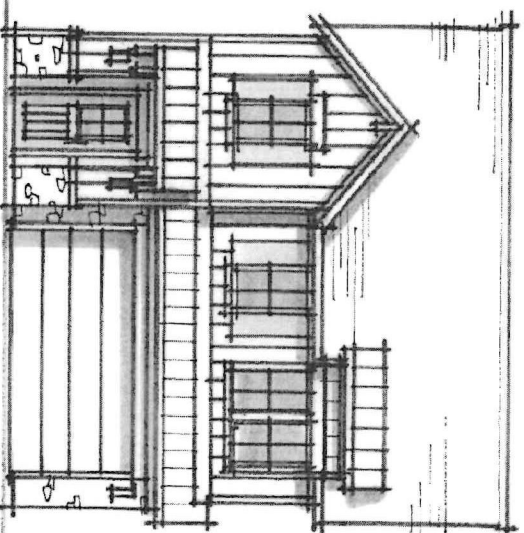
The lower portion of the exterior walls is adorned with stone wainscot, providing a sturdy and timeless foundation that adds texture and depth to the facade. This natural stone element not only enhances the home's curb appeal but also acts as a durable protective layer.

Above the stone wainscot, the home features vertical board and batten siding, a hallmark of farmhouse design. This siding choice contributes a rustic yet clean-lined look that's both visually striking and understated. The vertical lines of the board and batten add height and elegance to the home's profile.

Adding to the home's distinct character, window shutters flank the windows, offering a traditional touch as well as practical benefits. These shutters can provide privacy, control over natural lighting, and protection against the elements, while also contributing to the overall aesthetic with their color and style.

A standout feature of this residence is the metal roof that crowns the garage. The sleek and durable metal roof not only provides long-lasting protection but also complements the modern farmhouse theme with its industrial flair. The contrast between the metal roof and the more traditional elements of the home creates a visually appealing dynamic that's both fresh and familiar.

Overall, this 30-foot wide single-family home balances the pastoral allure of farmhouse design with modern sensibilities, resulting in a living space that's as stylish as it is welcoming. The combination of stone, metal, and wood materials along with the functional shutters provides a multi-textured appearance that's both grounded in tradition and aligned with contemporary trends.



-30' Max. Footprint

1-25-24

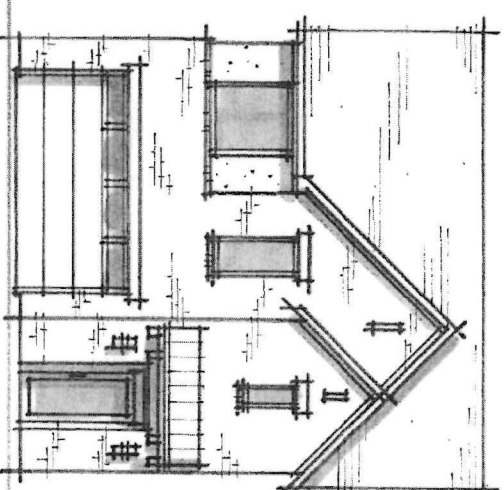
Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home is a beautiful representation of transitional architecture, where the warmth of traditional design meets the clean lines of contemporary style. The facade features a handsome brick exterior, providing a classic and durable base with a timeless appeal. The brickwork adds depth and character to the home, setting the stage for a blend of styles that complement the overall design.

A subtle transition to stucco at the second floor introduces a modern touch, offering a smooth and refined contrast to the textured brick. This stucco band encapsulates the transitional nature of the home, seamlessly integrating the traditional lower facade with the contemporary elements above, without overwhelming the design.

The residence is crowned with a high-pitched gable roof that gives the home an impressive profile and a sense of grandeur. This architectural choice not only adds to the visual interest but also allows for a spacious interior with high ceilings. The steep slopes of the gable roof create an inviting aesthetic reminiscent of classic homes, yet the execution remains clean and modern.

A metal awning over the front door provides a sleek and functional accent, protecting visitors from the elements while adding a contemporary edge. Headers over the windows and the garage door further enhance the home's elegance, framing these features with a touch of sophistication that unifies the transitional theme. The combination of these elements—brick, stucco, and metal—results in a cohesive and attractive home that bridges the past and present with style and grace.



100' 125' 170' 184'

1.25.24

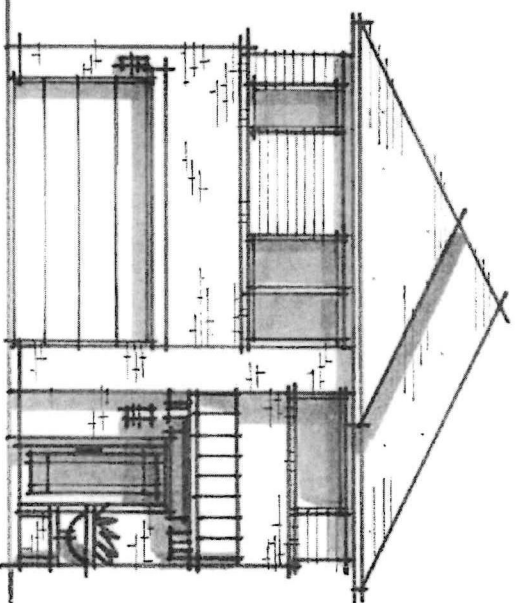
Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home artfully embodies the Modern Prairie style, characterized by horizontal lines and a connection to the earth. A significant design feature is the high brick watertable that reaches past the second floor, grounding the home with a substantial and textured presence. The warm brickwork provides a nod to the natural elements that are central to Prairie architecture.

Above, a metal awning roof shelters the front door, introducing a modern element that contrasts with the traditional brick. This sleek canopy not only serves a practical function but also enhances the home's contemporary aesthetic. A header over the garage door adds a refined touch, contrasting the rustic brick with its polished finish.

The second floor is clad in horizontal siding, maintaining the home's linear motif and contributing to the modern interpretation of the Prairie style. This feature lightens the visual weight of the brick and complements the home's broad, hipped roof, which completes the design with a sense of enclosure and protection.

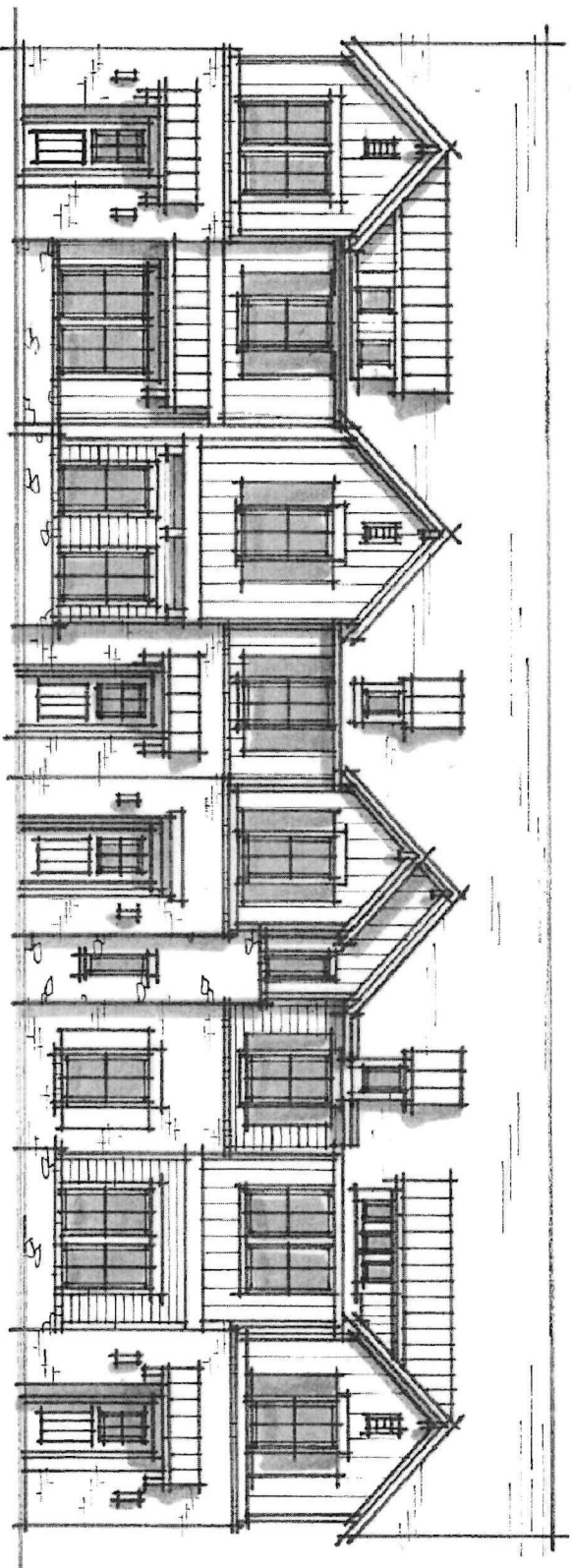
The overall effect is a harmonious blend of the Prairie School's organic influence with modern design elements. The high brick watertable, metal awning, brick accents, and horizontal siding come together to create a residence that is both rooted in tradition and refreshingly contemporary, offering a serene and stylish place to call home.



30' MOD. PRAIRIE

1.28.24

Exhibit I: Architectural Style *(for illustration purposes only)*



• New four-unit townhouse 1.24' H. T.H.

1.24 - 24

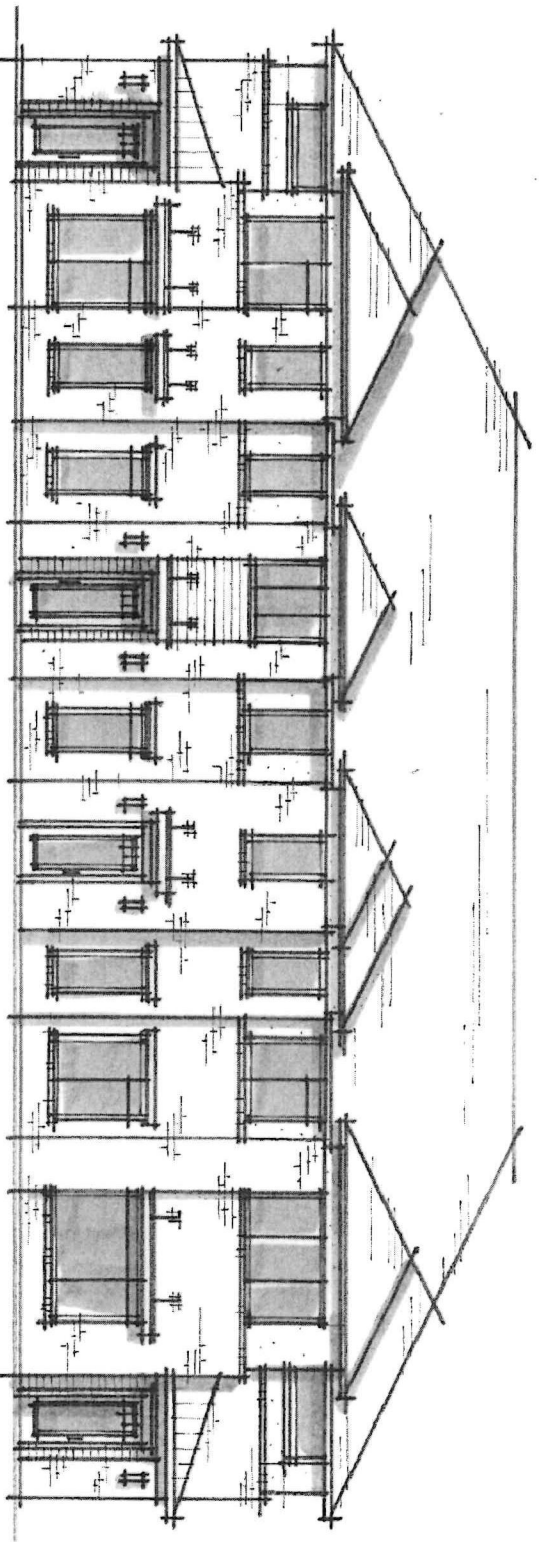
This 4-unit townhouse development elegantly combines modern farmhouse style with urban practicality. The lower exterior features a dual wainscot of stone and brick, providing not only a durable base but also a rich, textural contrast that is both visually striking and reminiscent of classic farmhouse architecture.

Metal awnings over the first floor windows and doors introduce an industrial element, offering weather protection while complementing the vertical board and batten siding above. This siding choice, with its clean vertical lines, adds a contemporary twist to the traditional aesthetic and draws the eye upward to the second story.

The second floor is adorned with window shutters, enhancing the farmhouse charm and providing residents with additional privacy and control over their home's natural lighting. The shutters balance form and function, adding to the townhouse's rustic yet refined appearance.

Topping off the design are the metal roof dormers, which not only add architectural interest to the roofline but also invite ample daylight into the upper living spaces. These dormers reflect the metal details below, tying together the modern and traditional elements into a cohesive and inviting residential development.

Exhibit I: Architectural Style *(for illustration purposes only)*



- 100% Prairie / 24' W. T.H.

1.20.24

This architecturally distinct 4-unit townhouse exemplifies the Modern Prairie style with its strong horizontal lines and integration of natural materials. A defining feature is the high brick watertable that extends past the second floor, creating a visual anchor and adding a layer of texture and warmth. The brick's rich earth tones and durability pay homage to the organic foundations of Prairie design while providing a modern, urban edge.

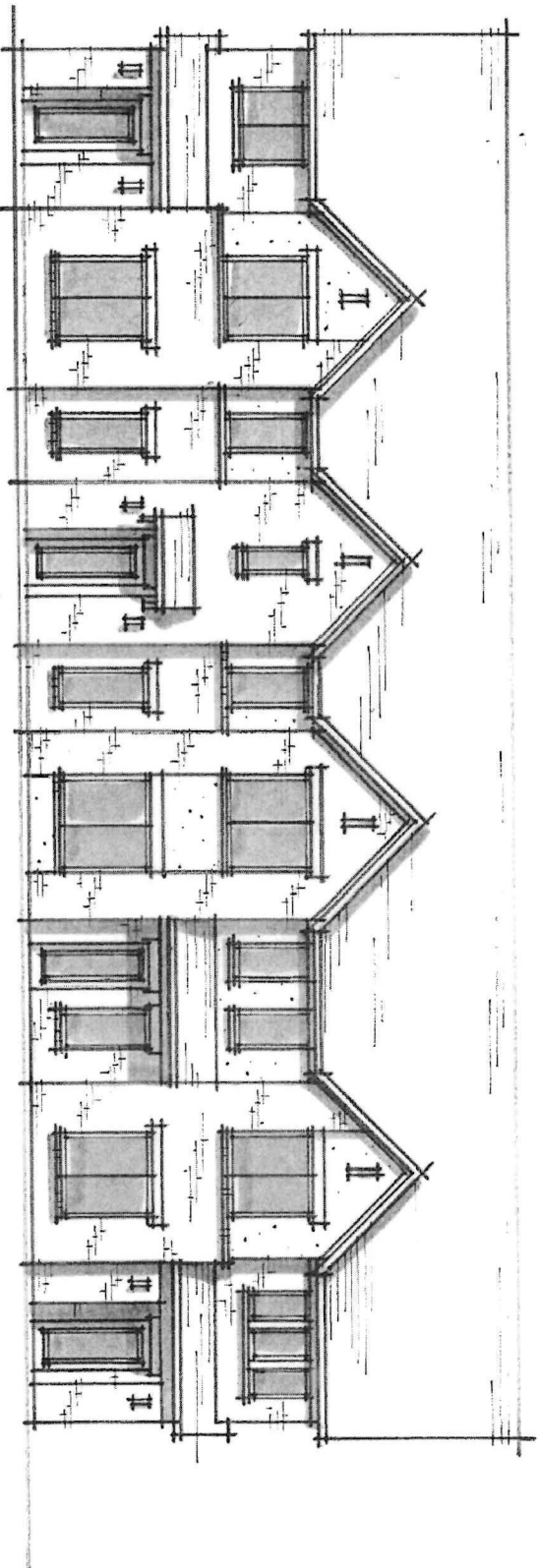
The end units boast a striking metal roof, adding an industrial yet sleek counterpoint to the traditional brick below. This metallic element not only reinforces the townhouse's contemporary credentials but also provides a durable and weather-resistant covering. Central to the front elevation, a metal canopy stretches over the first-floor windows and the center front entry doors, offering both shelter and a touch of modern sophistication.

Above the brick watertable, the second floor features horizontal siding, reinforcing the horizontal emphasis typical of Prairie architecture and contributing to the building's streamlined appearance. This choice of siding balances the solidity of the brick with a lighter, more modern material that complements the overall design narrative.

A gently sloping hipped roof caps the townhouses, mirroring the broad, flat expanses of the Prairie landscape and contributing to the sense of horizontality that is key to this architectural style. The roof's overhanging eaves extend beyond the walls, providing protection from the elements and emphasizing the clean, geometric lines that are characteristic of the Modern Prairie aesthetic.

Exhibit I: Architectural Style *(for illustration purposes only)*

1614



transitional / 24' W. T.H.

1.26.24

This 30-foot wide single-family home stands as a striking example of transitional architecture, effortlessly blending the timeless appeal of traditional materials with the streamlined aesthetics of contemporary design. The facade is distinguished by richly textured brickwork, imbuing the structure with depth and enduring charm. This classic foundation is elegantly juxtaposed with a modern touch of stucco at the second floor, creating a refined contrast that highlights the home's layered design.

Atop the home, high-pitched gable roofs command attention, their steep slopes adding a dramatic element to the home's silhouette. These roofs not only enhance the structure's visual appeal but also contribute to a spacious interior, allowing for vaulted ceilings and ample natural light. The prominence of the high-pitched gable roofs is a nod to traditional architecture, yet their clean, sharp lines resonate with modern sensibilities.

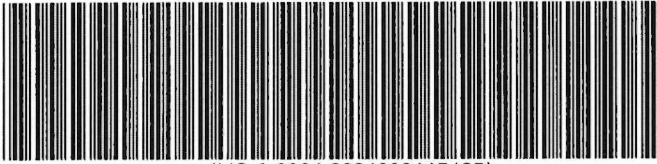
A contemporary metal awning over the front door adds a practical yet stylish feature, offering shelter with a minimalist flair. Complementing this, headers above the windows and garage door inject an element of sophistication, framing these openings with precision and elegance. These details, when combined with the distinct transition from brick to stucco and the striking gable roofs, culminate in a home that embodies the essence of transitional style—harmoniously fusing the old with the new.

AFTER RECORDING, RETURN TO:

City of Anna, City Secretary

1201 W. 9th Street

Anna TX 75409



VG-6-2024-2024000115425

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000115425

Real Property

AGREEMENT

Recorded On: September 19, 2024 10:19 AM

Number of Pages: 56

" Examined and Charged as Follows: "

Total Recording: \$241.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024000115425
Receipt Number: 20240919000284
Recorded Date/Time: September 19, 2024 10:19 AM
User: Kacy M
Station: Station 10

Record and Return To:

CITY OF ANNA
120 W 7TH ST

ANNA TX 75409



STATE OF TEXAS
Collin County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Public Records of Collin County, Texas**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

**All Transactions Approved****Bureau: 9024389 - Collin Co, TX Clerk McKinney Office Land & Vitals**

Description or Name	Amount	Qty	Conv. Fee	Result
Fees: 2 AGREEMENTS	\$454.00	1	\$10.44	Approved
Payment ID: 100306870139				
Payment				
Total Amounts + All Fees:	\$464.44			

BILLING INFORMATION

Auth Code: 036749

EMV Details:**CARRIE LAND****MASTERCARD****Card Entry Method: Chip****AID: A00000000041010****TVR: 0000008000****IAD: 2BB26B879EC154F00012****TSI: E800****ARC: 00**

Processed at 09/19/2024 10:18:57 AM CDT

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspxLegal Notice - www.certifiedpayments.net/LegalNotices.aspx



Collin County Clerk

Honorable Stacey Kemp
2300 Bloomdale Rd. Suite 2106
McKinney, TX 75071

Main: (972)548-4185 **Fax:** (972)547-5731

Receipt: 20240919000284

Date: 09/19/2024

Time: 10:19AM

By: Kacy M

Station: Station 10

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property	AG	2024000115424	49	\$213.00		
2	Real Property	AG	2024000115425	56	\$241.00		

Order Total (2) \$454.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	Credit Card	100306870139		\$454.00
Total Payments (1)				\$454.00
Change Due				\$0.00

CITY OF ANNA
120 W 7TH ST
ANNA, TX 75409

For more information about the County Clerk's office and to search property records online, please visit <https://www.collincountytx.gov/county-clerk/>



Item No. 16.

Planning and Zoning Commission Agenda
Staff Report

Meeting Date: 11/4/2024
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 204± acres at the southwest corner of County Road 285 and County Road 827 to Planned Development in accordance with the City Park Heights West, Development Agreement (Res. No. 2024-04-1615) (PD 24-0004).

SUMMARY:

History

Resolution No. 2024-04-1615 – City Council approved a Pre-Annexation Development Agreement containing development standards for the City Park Heights West development on April 23, 2024.

CASE OVERVIEW

Project Overview

The applicant is proposing 432 single family detached dwellings, 275 single family attached dwellings, 58 Homeowners' Association lots, two City parks, and a civic center (fire station) lot.

Public Notice

Staff mailed public hearing notices to property owners in accordance with state law. Staff has not received any input on this case.

Adjacent Land Use/Zoning Chart

North	Single-family dwellings and vacant land located in the ETJ
East	Vacant land located in the ETJ
South	Across East Fork Trinity River and Hurricane Creek, single-family dwellings and vacant land located in the ETJ
West	Vacant land located in the ETJ

The applicant is proposing to zone the property as a residential Planned Development. The surrounding property is generally undeveloped land in the extraterritorial jurisdiction (ETJ). While the City's Future Land Use Plan designates this area as Ranching & Agriculture (RA), the City Council has determined that the proposed development is appropriate for the area and approved a Pre-Annexation Development Agreement for the project.

COMPATIBILITY CONSIDERATIONS

- Future Land Use Plan: The Anna 2050 Future Land Use Plan identifies this area as Ranching & Agricultural and Parks & Open Space place types. The Ranching & Agricultural place type states that Cluster Residential may be appropriate when preservation of open space is included. The proposed density of this property is higher than the Cluster Residential designation.
- Thoroughfare Plan: The Illustrative Layout conforms to the Master Thoroughfare Plan by providing future right-of-way dedication for future Taylor Boulevard (east-west Major Collector) and an unnamed future north-south major arterial.
- Access: The development will have access to future thoroughfares.
- Existing Utilities: This tract is located along the main trunk line of the new wastewater treatment plant. The applicant will be required to upgrade water facilities to the site.
- Schools: Anna ISD has not identified future school locations as part of this development.
- Parks and Public Trails: The Anna 2050 Parks Master Plan identifies this area as having a future regional trail. The proposal meets the intent by identifying future park land dedication and trails.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Recommended for approval as submitted.

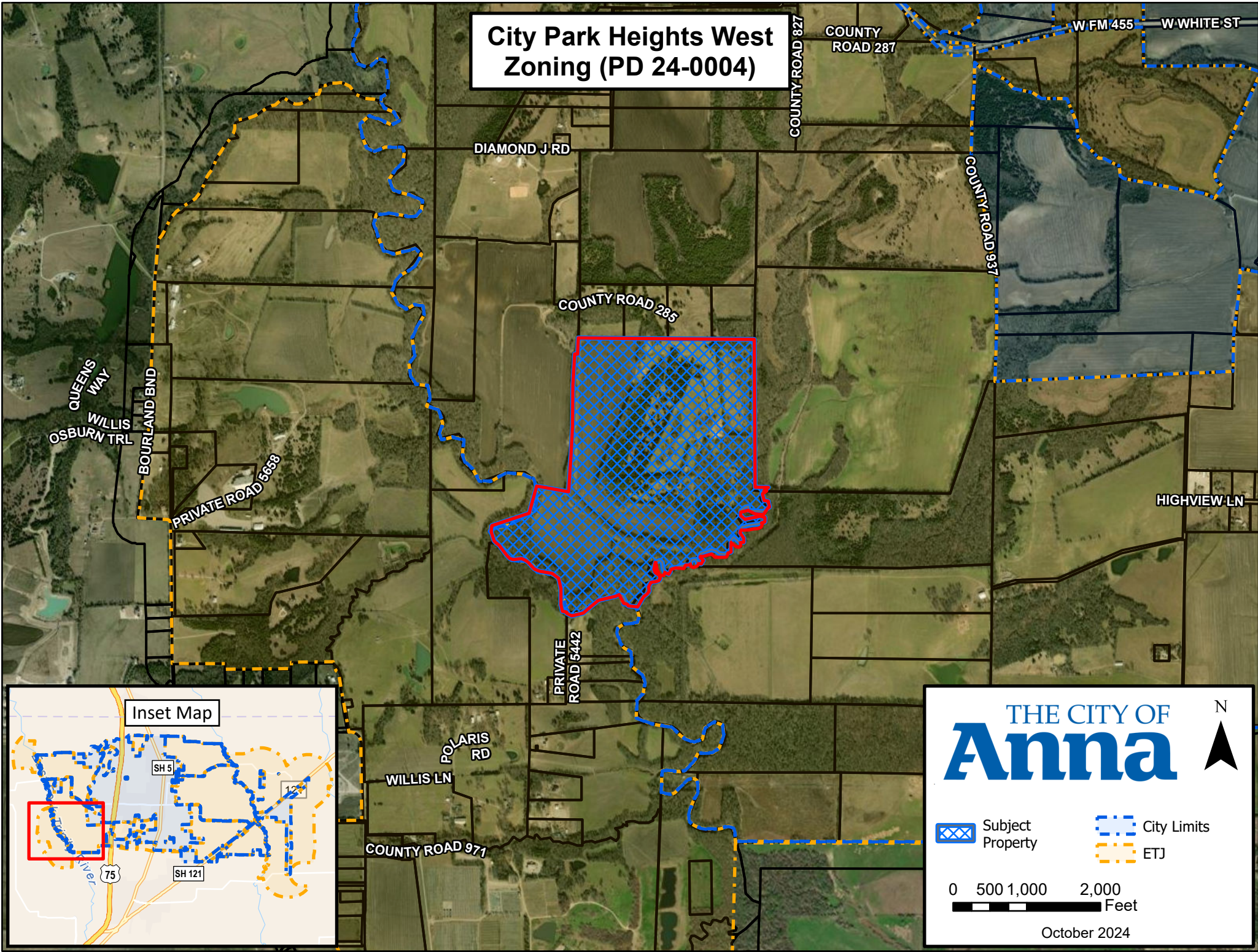
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. City Park Heights West Zoning Locator Map
2. Ordinance
3. Exhibit A - Legal Description
4. Exhibit B - Development Standards
5. Exhibit C - General Development Plan
6. Exhibit I - Architectural Styles-Midtown Descriptions
7. Res 2024-04-1615 Recorded Pre-Annexation Development Agreement

City Park Heights West Zoning (PD 24-0004)



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the intersection of County Road 285 and County Road 827)

ORDINANCE NO. _____

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

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

WHEREAS, the City Council previously approved Res. No. 2024-04-1615 ("Pre-annexation Development Agreement") on Property described and depicted in Exhibit A (Legal Description) following the zoning in Exhibit B (Development Standards) as depicted in Exhibit C (Illustrative Layout) ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the intersection of County Road 285 and County Road 827, is being zoned to Planned Development (PD).

WHEREAS, the PD will include the following zoning districts with modified development standards; Mixed Density (MD) District in conformance with the Pre-annexation Development Agreement and associated exhibits attached hereto and incorporated herein for all purposes as if set forth in full; and

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

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

Section 1. Recitals Incorporated

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A to Planned Development (PD) zoning with modified Development Standards (Exhibit B) with the associated exhibits: Exhibit C (Illustrative Layout) and Exhibit I (Architectural Styles-Midtown Descriptions)

Section 3. **Official Zoning Map**

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

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

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. **Penalty**

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

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

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

PASSED by the City Council of the City of Anna, Texas this 10th day of December 2024.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

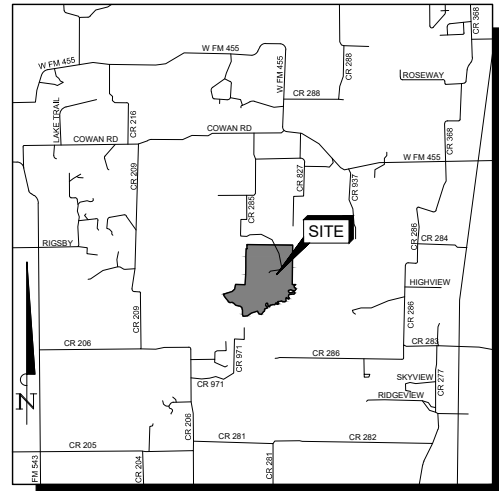
Pete Cain, Mayor

FUTURE MAJOR
ARTERIAL (120' ROW)

FUTURE TAYLOR
BOULEVARD (80' ROW)

CR 827

SUBJECT PROPERTY
(204 ACRES)



LOCATION MAP
SCALE: NTS



SCALE 1:1000



**Master Planning
Civil Engineering
Land Development**
210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

Exhibit: “B”

Development Standards for the City Park Heights West

The permitted uses and standards for development of the Subject Property shall be in accordance with the Mixed Density Residential (MD) District. The proposed Planned Development District Standards proposed herein are aimed at promoting a mixed-use residential district encompassing a diversified medium-density residential mix of housing choices. This proposed district will have a mixture of single family detached bungalows, urban townhomes and courtyard focused cottage-style townhomes. The integrated land plan, streetscape characteristics and overall community design encourage pedestrian activity by enforcing and promoting the walkable community principles outlined in the City of Anna Unified Development Code.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Subject Property associated with this Development Agreement and shall not apply to any additional areas without or outside of the city limits of the City of Anna.

Illustrative Layout – General Development Plan; Conflicts and Terms:

1. Development shall generally follow, but not exactly, the circulation, block patterns and street alignments illustrated in **Exhibit C** – “GDP - General Development Plan / Illustrative Plan” (GDP). Conflicts between the Development Standards, GDP and City Ordinances will be addressed in priority as outlined in **Section 4** below.
2. Details on a Preliminary Plat that differ from the GDP which do not alter the basic relationship of the proposed single-family development area to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not reduce the yards provided at the boundary of the site, as indicated in these Development Regulations or associated General Development Plan, may be authorized by the Director of Planning as updates to the General Development Plan without requiring a rezoning of the subject property and without requiring an Amendment to the Pre Annexation Development Agreement. These types of updates shall be considered as “Administrative Updates” for the City files.
3. As part of any annexation request and future development of the subject property, the applicant agrees to abide by all applicable procedural requirements under City Regulations or as amended herein.
4. Conflicts:
 - a. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance these Development Regulations shall prevail and control.
 - b. Where these Development Regulations may be silent, the General Development Plan shall prevail and control.
 - c. Where these Development Regulations and the General Development Plan are silent, the City’s Unified Development Code shall prevail and control.

5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City of Anna's Zoning Ordinance of the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
6. Developer intends to conduct a flood study to determine the amount of potential floodplain reclamation. In anticipation of these floodplain reclamation efforts, Developer has prepared a "Maximum Potential Land Use Study" which is depicted as "Exhibit C-General Development Plan". The majority of the residential lots that are anticipated in the reclaimed floodplain area will be "Residential Bungalows: SFD-Bungalow 50' x 100'). As such, the maximum number of single-family residential units shall be as follows:
 - a. Max number of Res Bungalows (SFD-Bungalow 40' x 100'): 325 units
 - b. Max number of Urban Residential (TH 24'x100'): 250 units
 - c. Maximum number of Urban Cottages (SFA-Cottage 24' x 90'): 180 units
7. Lot sizes shall be mixed in each area to provide additional options and character to community. Exhibit C illustrates a design philosophy which follows a more traditional transect design which focuses the more urban product nearer the open spaces and amenities while promoting a less dense product radiating away from the core open spaces. It is anticipated that the final land plan (at platting) will include larger lots in the area to be reclaimed.
8. Fencing
 - a. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots facing and/or siding to the required Homeowner's Association (HOA) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, shall be ornamental iron fences such as wrought iron or tubular steel.
 - b. Fences constructed between residences may be wood.
 - c. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed.
 - d. Plastic and chain-link fencing is prohibited.
 - e. Wood fencing of a uniform design shall be constructed along the rear or side lot lines to single-family homes that are adjacent to HOA common area lots.
9. Private Amenities:
 - a. A private "Amenity Center" facility shall be provided as part of the development. It is anticipated that the Amenity Center will be centrally located as shown in the attached General Development Plan. The Amenity Center facility shall include, at a minimum, the following:
 - i. Swimming Pool
 - ii. Restrooms
 - iii. Picnic area

- b. A hike-bike trail and future trail head are planned as shown on Exhibit C – General Development Plan.
 - c. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Development Services or applicable designee. Developer shall receive credits against Parkland Dedication Fees as set forth in the Development Agreement. Given the open space and amenities provided, no Parkland Dedication shall be due.
 - d. All sidewalks and barrier free ramps (BFR's) shall be in accordance with the City of Anna Development Regulations and be ADA compliant.
10. Private Improvements / Amenities:
- a. Developer shall construct and maintain, via the Homeowner's Association, an Amenity Center for the use and enjoyment of the residents of City Park Heights West. It is anticipated that the Amenity Center will be centrally located as shown in the General Development Plan. Amenity Center shall include, but not limited to, a swimming pool, restroom/changing facilities, picnic area and dedicated parking (including handicapped parking).
 - b. Developer shall construct and maintain, via the Homeowner's Association, various common areas and pet areas along the eastern property adjacent and in conjunction with the SFA- Cottage homes and townhomes.
11. Developer shall dedicate the northwest +/-14 acres and the hike / bike trail to the City of Anna. Tract shall be used for municipal uses included but not limited to a fire station, park, veteran's memorial and/or other such uses.

ARTICLE 9.04 ZONING ORDINANCE

- 1. Sec. 9.04.004 Definitions
- 2. Sec. 9.04.042 Site Design Requirements
 - a. No Change
 - b. No Change
 - c. Single-Family and Two-Family Residential Standards
 - 1) Building Articulation – At least four facade articulation techniques are required on each single-family or two-family dwelling to add variety and interest to a building. The following features are a partial list of acceptable techniques of exterior articulation, but others may also be proposed or utilized as part of a specific set of architectural designs plans. **Exhibit I** provides (for illustration purposes only) architectural styles proposed for the subject property.
 - A. One of the following:
 - A base course or plinth course;
 - Banding, moldings, or stringcourses;
 - Quoins;

- Oriels;
 - Cornices;
 - Arches;
 - Balconies;
 - Brackets;
 - Shutters;
 - Keystones;
 - Dormers; or
 - Louvers as part of the exterior wall construction.
(Quoins and banding shall wrap around the corner of the structure for at least two feet.)
- B. Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.
- C. Front Porch of the at least 20 square feet.
- D. No Change
- E. No Change
- 2) Roof Treatment. No change
- 3) Fenestration. No change.
- 4) Garages. On front entry garages, the face of a garage shall not:
- A. No Change
- B. Be over 80% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.
- 5) House Repetition.
- A. No Change
- B. No Changes
- d. Multi-family Residential Standards. No change
- e. Townhome Unit (Single Family Attached Townhomes) and Single-Unit or Duplex Unit Park Standards.
- 1) Building Articulation. No change.
- A. No Change.
- B. No Change.
- C. Front porch of at least 24 square feet.
- D. The installation of at least one (1) coach lights.
- E. No Change
- 2) No Change.
- 3) No Change
- 4) No Change
- 5) Unit Repetition
- A. Single Family Attached Townhomes on which each unit of a multi-unit building is located upon an individually platted lot creates a unique design challenge and opportunity.

- B. Each Townhome Building shall have a maximum of 4 attached units on individually platted lots.
- C. The “end lots” for each multi-unit building shall have a sufficient side yard setback to provide a ten-foot (10’) building separation from the adjacent Townhome Building or to provide adequate site visibility at the intersection of two streets if the end unit is at the end of a block.
- D. Each Townhome Building shall have a comprehensive and cohesive architectural form in terms of color palette and articulation features as defined herein.
- E. No two individual but adjacent 4-Pack (or smaller) buildings shall be designed with substantially identical exterior elevations.
- F. The SFA-Cottages shall be exempt from any prohibition on repetition since this unit type faces a common landscaped courtyard and not a right-of-way, fire lane, or easement. The SFA-Cottages have a siding condition to the right-of-way.

3. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below:

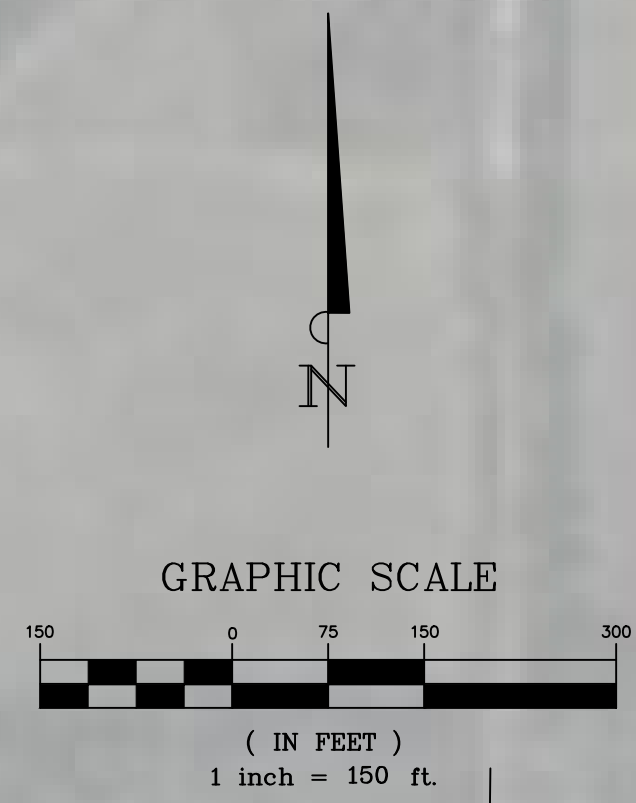
	SFD-Bungalow (40'x100')	Townhome: TH	SFA-Cottage
Maximum Height (feet)	35	35	35
Maximum Stories	2	2	2
Side Yard, mid-block (feet)	5	5	5
Side Yard, Corner Lot, Street Side (feet)	10	10	10
Building Separation	10	10	10
Rear Yard (feet) from ROW	15	20	20
Rear Yard (feet) from fire lane / first floor	15	20	20
Rear Yard (feet) from fire lane / upper floors	15	15	15
Front Yard (feet)	20	10	10
Lot Area (square feet)	4000	2000	2100
Min. Lot Width (feet)	40	24	24
Min. Lot Depth (feet)	90	80	90
Max. Lot Coverage (%)	55%	75%	75%
Minimum Building Size (square feet)	1800	1750	1800
Min Masonry (%)	50	25	25

4. Sec. 9.04.045 Landscaping

- 1) No Change
- 2) No Change

- 3) No Change
- 4) Residential Development
 - A. No Change
 - i. No Change
 - ii. No Change
 - iii. No Change
 - iv. The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of the three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements.
 - a) For the Urban Cottage Lots, the number of trees shall be calculated as per Table 27; however, the final tree planting shall be consistent with the Landscape Plan submitted by the Developer. The ultimate location and planting of the required number of trees shall be used to highlight the landscape courtyards, paseos, urban garden niches and other related areas. A conceptual landscape plan for the entire site shall be submitted with the first Preliminary Plat.
 - b) The Landscape Plan for the area surrounding the Urban Cottages may also incorporate some of the required trees as indicated in Table 27 into the streetscape / landscape buffers / landscape setbacks / tree planting areas along the adjacent local street.
 - c) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

EXHIBIT:
"C-GENERAL DEVELOPMENT PLAN"



FUTURE MAJOR ARTERIAL (120' ROW)

MUNICIPAL
ZONE

FUTURE TAYLOR BOULEVARD (80' ROW)

POSSIBLE
VETERANS
MEMORIAL

POSSIBLE
FIRESTATION

POSSIBLE
PARK

HIKE AND BIKE TRAIL

FUTURE RESIDENTIAL EXPANSION
AFTER RECLAMATION

HIKE AND BIKE TRAIL

CR 827

POTENTIAL REVISED
FLOOD BOUNDARY

LEGEND

107	FUTURE LOTS (GREY SCALE) 50' X 100'
180	SINGLE FAMILY 40' x 100'
233	TOWNHOMES - TH 24' X 100'
163	COTTAGES 24' X 92'

CITY PARK HEIGHTS
WEST
ANNA, TEXAS



Master Planning
Civil Engineering
Land Development
210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8663

Exhibit I: Architectural Style *(for illustration purposes only)*

This single-family home exudes a harmonious blend of classic charm and modern aesthetics, stretching comfortably across a 30-foot width. Its design is steeped in the modern farmhouse style, which is characterized by a warm and inviting atmosphere that brings to mind the simplicity and comfort of rural living combined with contemporary elements.

The lower portion of the exterior walls is adorned with stone wainscot, providing a sturdy and timeless foundation that adds texture and depth to the facade. This natural stone element not only enhances the home's curb appeal but also acts as a durable protective layer.

Above the stone wainscot, the home features vertical board and batten siding, a hallmark of farmhouse design. This siding choice contributes a rustic yet clean-lined look that's both visually striking and understated. The vertical lines of the board and batten add height and elegance to the home's profile.

Adding to the home's distinct character, window shutters flank the windows, offering a traditional touch as well as practical benefits. These shutters can provide privacy, control over natural lighting, and protection against the elements, while also contributing to the overall aesthetic with their color and style.

A standout feature of this residence is the metal roof that crowns the garage. The sleek and durable metal roof not only provides long-lasting protection but also complements the modern farmhouse theme with its industrial flair. The contrast between the metal roof and the more traditional elements of the home creates a visually appealing dynamic that's both fresh and familiar.

Overall, this 30-foot wide single-family home balances the pastoral allure of farmhouse design with modern sensibilities, resulting in a living space that's as stylish as it is welcoming. The combination of stone, metal, and wood materials along with the functional shutters provides a multi-textured appearance that's both grounded in tradition and aligned with contemporary trends.



Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home is a beautiful representation of transitional architecture, where the warmth of traditional design meets the clean lines of contemporary style. The facade features a handsome brick exterior, providing a classic and durable base with a timeless appeal. The brickwork adds depth and character to the home, setting the stage for a blend of styles that complement the overall design.

A subtle transition to stucco at the second floor introduces a modern touch, offering a smooth and refined contrast to the textured brick. This stucco band encapsulates the transitional nature of the home, seamlessly integrating the traditional lower facade with the contemporary elements above, without overwhelming the design.

The residence is crowned with a high-pitched gable roof that gives the home an impressive profile and a sense of grandeur. This architectural choice not only adds to the visual interest but also allows for a spacious interior with high ceilings. The steep slopes of the gable roof create an inviting aesthetic reminiscent of classic homes, yet the execution remains clean and modern.

A metal awning over the front door provides a sleek and functional accent, protecting visitors from the elements while adding a contemporary edge. Headers over the windows and the garage door further enhance the home's elegance, framing these features with a touch of sophistication that unifies the transitional theme. The combination of these elements—brick, stucco, and metal—results in a cohesive and attractive home that bridges the past and present with style and grace.



Exhibit I: Architectural Style *(for illustration purposes only)*

This 30-foot wide single-family home artfully embodies the Modern Prairie style, characterized by horizontal lines and a connection to the earth. A significant design feature is the high brick watertable that reaches past the second floor, grounding the home with a substantial and textured presence. The warm brickwork provides a nod to the natural elements that are central to Prairie architecture.

Above, a metal awning roof shelters the front door, introducing a modern element that contrasts with the traditional brick. This sleek canopy not only serves a practical function but also enhances the home's contemporary aesthetic. A header over the garage door adds a refined touch, contrasting the rustic brick with its polished finish.

The second floor is clad in horizontal siding, maintaining the home's linear motif and contributing to the modern interpretation of the Prairie style. This feature lightens the visual weight of the brick and complements the home's broad, hipped roof, which completes the design with a sense of enclosure and protection.

The overall effect is a harmonious blend of the Prairie School's organic influence with modern design elements. The high brick watertable, metal awning, brick accents, and horizontal siding come together to create a residence that is both rooted in tradition and refreshingly contemporary, offering a serene and stylish place to call home.



30' MOD. PRAIRIE

1.25.24

Exhibit I: Architectural Style *(for illustration purposes only)*



• MOD. FARMHOUSE 1-24 W. T.H.

1-24-24

This 4-unit townhouse development elegantly combines modern farmhouse style with urban practicality. The lower exterior features a dual wainscot of stone and brick, providing not only a durable base but also a rich, textural contrast that is both visually striking and reminiscent of classic farmhouse architecture.

Metal awnings over the first floor windows and doors introduce an industrial element, offering weather protection while complementing the vertical board and batten siding above. This siding choice, with its clean vertical lines, adds a contemporary twist to the traditional aesthetic and draws the eye upward to the second story.

The second floor is adorned with window shutters, enhancing the farmhouse charm and providing residents with additional privacy and control over their home's natural lighting. The shutters balance form and function, adding to the townhouse's rustic yet refined appearance.

Topping off the design are the metal roof dormers, which not only add architectural interest to the roofline but also invite ample daylight into the upper living spaces. These dormers reflect the metal details below, tying together the modern and traditional elements into a cohesive and inviting residential development.

Exhibit I: Architectural Style *(for illustration purposes only)*



MOD. PRAIRIE / 24' W. T.H.

1.24.24

This architecturally distinct 4-unit townhouse exemplifies the Modern Prairie style with its strong horizontal lines and integration of natural materials. A defining feature is the high brick watertable that extends past the second floor, creating a visual anchor and adding a layer of texture and warmth. The brick's rich earth tones and durability pay homage to the organic foundations of Prairie design while providing a modern, urban edge.

The end units boast a striking metal roof, adding an industrial yet sleek counterpoint to the traditional brick below. This metallic element not only reinforces the townhouse's contemporary credentials but also provides a durable and weather-resistant covering. Central to the front elevation, a metal canopy stretches over the first-floor windows and the center front entry doors, offering both shelter and a touch of modern sophistication.

Above the brick watertable, the second floor features horizontal siding, reinforcing the horizontal emphasis typical of Prairie architecture and contributing to the building's streamlined appearance. This choice of siding balances the solidity of the brick with a lighter, more modern material that complements the overall design narrative.

A gently sloping hipped roof caps the townhouses, mirroring the broad, flat expanses of the Prairie landscape and contributing to the sense of horizontality that is key to this architectural style. The roof's overhanging eaves extend beyond the walls, providing protection from the elements and emphasizing the clean, geometric lines that are characteristic of the Modern Prairie aesthetic.

Exhibit I: Architectural Style *(for illustration purposes only)*



This 30-foot wide single-family home stands as a striking example of transitional architecture, effortlessly blending the timeless appeal of traditional materials with the streamlined aesthetics of contemporary design. The facade is distinguished by richly textured brickwork, imbuing the structure with depth and enduring charm. This classic foundation is elegantly juxtaposed with a modern touch of stucco at the second floor, creating a refined contrast that highlights the home's layered design.

Atop the home, high-pitched gable roofs command attention, their steep slopes adding a dramatic element to the home's silhouette. These roofs not only enhance the structure's visual appeal but also contribute to a spacious interior, allowing for vaulted ceilings and ample natural light. The prominence of the high-pitched gable roofs is a nod to traditional architecture, yet their clean, sharp lines resonate with modern sensibilities.

A contemporary metal awning over the front door adds a practical yet stylish feature, offering shelter with a minimalist flair. Complementing this, headers above the windows and garage door inject an element of sophistication, framing these openings with precision and elegance. These details, when combined with the distinct transition from brick to stucco and the striking gable roofs, culminate in a home that embodies the essence of transitional style—harmoniously fusing the old with the new.

CITY OF ANNA, TEXAS
RESOLUTION NO. 2024-04-1615

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODLAND ESTATES DEVELOPMENT AGREEMENT WITH ANNA 204 PARTNERS LP RELATING TO DEVELOPMENT OF PROPERTY FOR A SINGLE-FAMILY PLANNED DEVELOPMENT

WHEREAS, approximately 204± acres of real property located in and/or near the municipal boundaries of the City, in Collin County, Texas is intended to be developed as a single-family planned development (the “Property”); and

WHEREAS, the City intends that the Property be developed in accordance with the City Park Heights West Pre-Annexation Development Agreement, attached hereto as **Exhibit 1**;

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.

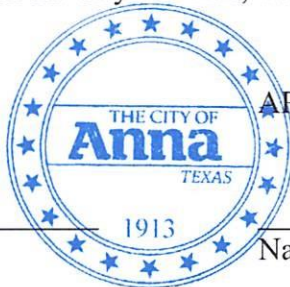
Section 2. Approval and Authority to Execute

The City Council hereby approves the City Park Heights West Pre-Annexation Development Agreement, attached hereto as **Exhibit 1**, and authorizes the Mayor’s or the City Manager’s execution of the same. The Mayor or City Manager are hereby authorized to execute all documents and take all other actions necessary to finalize, act under, and enforce the Development Agreement.

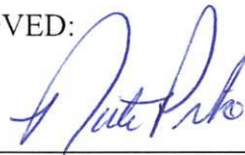
PASSED by the City Council of the City of Anna, Texas, on this 23rd day of April 2024.

ATTESTED:


Carrie L. Land, City Secretary



APPROVED:


Nate Pike, Mayor

CITY PARK HEIGHTS WEST DEVELOPMENT AGREEMENT

This **CITY PARK HEIGHTS WEST** Development Agreement (this "Agreement") is entered into by and between the **CITY OF ANNA, TEXAS**, a home-rule municipality (the "City") and **ANNA 204 PARTNERS LP, A DELAWARE LIMITED PARTNERSHIP**. (its successors and assigns, "Developer"), to be effective as of April 23, 2024 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Article 2; and

WHEREAS, Developer owns or is under contract to purchase approximately 204 acres of real property located within Collin County, Texas (the "County"), which property is described by metes and bounds on Exhibit A ("Property") attached hereto and incorporated herein by reference; and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the Property is located entirely within the certificated area of the City's water CCN (No. 12976) and sewer CCN (No. 20898); and

WHEREAS, Developer desires to develop the Property pursuant to mutually agreeable governing regulations; and

WHEREAS, Developer anticipates commencing development on the Property as a residential development following the Date of Acquisition (defined herein) and the adoption of an ordinance by the City annexing the Property in accordance with the terms of this Agreement; and

WHEREAS, the Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as a "Party"; and

WHEREAS, except as otherwise expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations conflict with the terms of this Agreement; and

WHEREAS, the Parties desire for the design, construction, and financing of certain public infrastructure necessary to serve the Property and other properties in the vicinity of the Property that will benefit the City and the public; and

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context indicates otherwise, the following terms shall have the meanings hereinafter set forth:

Building Codes has the meaning ascribed to that term in Section 3.1(f).

Business Day shall mean a day that is not a Saturday, Sunday or official holiday in the State of Texas. All other references to “days” hereunder shall mean calendar days.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means Construction Costs for Capital Improvements.

Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

CCN means a certificate of convenience and necessity issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform codes, and other ordinances or regulations duly adopted by the City Council, as modified by the Governing Regulations.

Construction Costs means any contributions, dedications or costs or fees actually paid by the Developer for infrastructure improvements, as applicable, including without limitation the costs related to engineering, design, surveying, permitting, construction, inspection, materials, supplies, labor, testing, financing, off-site, third-party property/easement acquisitions, and all costs related in any manner to such infrastructure improvements as approved by the City’s Engineer; however, the cost of off-site, third-party property/easement acquisitions obtained by the City pursuant to Section 4.7, if any, shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by a licensed appraiser mutually agreed upon by the Parties, and Eminent Domain Fees.

Date of Acquisition means the date that Developer or its assignee acquires the Property, at which time this Agreement shall become effective and filed in the Real Property Records of Collin County, Texas.

Developer means Anna 204 Partners, LP, a Delaware Entity its successors and assigns.

Developer Improvements means the Roadway Dedication and the Roadway Improvements, to the extent shown in the current Master Thoroughfare Plan, Water System Master Plan, Wastewater System Master Plan, or formally added to these plans in accordance with this Agreement.

Development means new development on the Property that is the subject of this Agreement.

Development Regulations has the meaning ascribed to that term in Section 3.1(d).

Effective Date has the meaning ascribed to that term in the first paragraph.

Governing Regulations has the meaning ascribed to that term in Section 3.1.

Impact Fees means those roadway impact fees, water impact fees, and wastewater impact fees assessed and charged against the Property or the Project in accordance with Chapter 395 of the Texas Local Government Code and as defined therein, including without limitation those impact fees paid by or on behalf of any owner, builder or contractor. For the avoidance of doubt, the term “Impact Fees” when capitalized in this Agreement shall not include water impact fees.

Impact Fee Accounts means the interest-bearing Impact Fee deposit accounts maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended. For clarity, the term “Impact Fee Accounts” for purposes of this Agreement shall only include accounts in which roadway Impact Fees and wastewater Impact Fees are deposited and shall not include accounts in which water Impact Fees are deposited.

Impact Fee Reimbursement(s) means direct payments from the Impact Fee Accounts to reimburse Capital Improvement Costs that the City requires Developer to construct pursuant to this Agreement or otherwise.

Municipal Services means all services provided by the City as of the Effective Date and those which may be provided in the future, including, without limitation, water, sewer, roadway, drainage, solid-waste collection, fire protection, and law enforcement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Off-Site Water Facilities means those offsite water facilities identified in Exhibit H.

Project means Developer’s proposed development of the Property with single family residential uses including not to exceed 755 residential lots. See Exhibit C.

Property means the real property described by metes and bounds on Exhibit A.

Property Public Infrastructure means all public infrastructure constructed to serve the development within the Property, including but not limited to water, sewer, drainage, and roadway infrastructure; sidewalks, streetlights, signage and other streetscape improvements.

Roadway Dedication means the dedication of approximately +/-4.71 acres for the Roadway Improvements in the general location for future Taylor Boulevard (major arterial) and future "North- South Major Arterial" (future major arterial depicted on **Exhibits D-1 and D-2**).

Roadway Improvements (future Taylor Boulevard) means approximately +/-2,372 linear feet (on-site) and +/-3,299 linear feet (off-site) of 8-inch (8") thick concrete pavement of two (2) lanes of Taylor Boulevard from the western property line of the subject property to a point +/-5,671 feet east, and a six foot (6') wide sidewalk along the south side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same, as applicable, as generally depicted on **Exhibit E-1** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements (future "North-South Major Arterial") means approximately +/-500 linear feet (+/-0.31 acres) of 8-inch (8") thick concrete pavement, which will constitute a Major Arterial on the Subject Property's northwestern property and a five foot (5') wide sidewalk along the east side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same, as applicable, as generally depicted on **Exhibit E-2** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements Costs has the meaning ascribed to that term in Section 4.5(d).

Sign Ordinance has the meaning ascribed to that term in Section 3.1(c).

Subdivision Regulations has the meaning ascribed to that term in Section 3.1(a).

Term has the meaning ascribed to that term in Article IX.

Zoning Ordinance has the meaning ascribed to that term in Section 3.1(b).

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Governing Regulations. Development of the Property shall be governed by the following regulations (collectively, the "Governing Regulations," all of which are incorporated into this Agreement as if set forth in full):

- (a) City Code, Article 9.02, the subdivision regulations of the City, in effect on the Effective Date (the "Subdivision Regulations");

(b) except as amended by the Development Regulations (defined below), the comprehensive zoning ordinance of the City, in effect on the Effective Date (the "Zoning Ordinance");

(c) City Code, Article 9.05, in effect on the Effective Date (the "Sign Ordinance");

(d) the development regulations for the Property set forth on **Exhibit B**, including the Illustrative Layout / General Development Plan (**Exhibit C**) attached thereto (except as otherwise set forth in Section 3.3 in the event of conflicts) (the "Development Regulations");

(e) upon annexation pursuant to Section 5.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such phase containing the Property Public Infrastructure in question; and

(f) except as set forth in this Agreement to the contrary, any other applicable provisions of Chapter 4 (Building Regulations), Chapter 6 (Fire Prevention and Protection), Chapter 9 (Planning and Development Regulations), Chapter 12 (Utilities) and Appendix A (Fee Schedule) of the City Code.

The Governing Regulations are the controlling development regulations for development of the Property, and no other City Regulations, rules, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City) apply to the use or development of the Property to the extent such regulations or requirements are in conflict with the Governing Regulations or this Agreement. The Governing Regulations are considered part of this Agreement and are incorporated herein by reference for all purposes.

3.2 Compliance with City Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) as applicable to the Property and its use and development, include but are not limited to any such City Regulations (as amended by the Governing Regulations and this Agreement) that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations") all of which are incorporated herein as if set forth in full; except as may be amended by the approval and adoption of amended Planned Development District Standards; provided, however, to the extent of any conflict between the requirements of the Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control and

the Materials and Methods Regulations shall not be applicable to the development of the Property to the extent of any conflict with the terms of this Agreement.

3.3 Conflicts. In the event of any conflict between the Development Regulations and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Regulations contained herein shall control. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between the Illustrative Layout / General Development Plan (Exhibit C) and the remainder of the Development Regulations in Exhibit B, the remainder of the Development Regulations in Exhibit B shall control. In the event of any conflict between any future Concept Plan and the Development Regulations in Exhibit B, the Development Regulations in Exhibit B shall control (except for modifications to the Illustrative Layout / General Development Plan (Exhibit C) that are allowed pursuant to the terms of the Development Regulations and/or Zoning Ordinance).

ARTICLE IV

UTILITIES; PUBLIC INFRASTRUCTURE

4.1 Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all on-site Property Public Infrastructure necessary for the Development, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein or otherwise required pursuant to applicable law, in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Property Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed, which notice shall not be unreasonably withheld, conditioned or delayed.

4.2 Sanitary Sewer Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site sanitary sewer improvements minimally necessary to serve the Project ("Sewer Facilities"). The design of Sewer Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.7, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Sanitary Sewer Facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's engineer as part of the platting process.

4.3 Water Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction of all on-site water improvements minimally necessary to serve the Project (“Water Facilities”). The design of the Water Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of the same. Subject to the City’s obligations under Section 4.7, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Water Facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City’s engineer as part of the platting process.

(b) Off-Site Water Facilities. Developer shall be required to construct and fund off-site water facilities or improvements for development of the Property. The cost for the off-site water facilities shall be reimbursed either through Impact Fee Reimbursements, the approved PID, a reimbursement of utility tap fees, or a combination of these sources.

(c) Amendment to CIP. The City agrees that it will take all required actions to amend the City’s Capital Improvements Plan to include all the costs for the off-site water Improvements (“Water CIP Amendment”) within six (6) months of the Effective Date, including without limitation the City Council’s consideration and final action of the same. Developer shall have no responsibility for any costs associated with the Water CIP Amendment.

(d) Exhibit H: Utilities illustrates the location of Off-Site Water Facilities. There is approximately +/-5,730 linear feet of off-site 12” water line in future Taylor Boulevard. This line will connect to another “north-south” 12” water line of approximately +/- 3,998 linear feet which will connect to the City’s main water trunk line. Lastly, there is approximately +/-315 linear feet of 12” water line located adjacent to the north-south arterial. See Exhibit H. Although it is anticipated that the developments to the northeast will provide utility “stub-outs” to the closer to the subject property, the timing is unknown. Therefore, the City and the Developer hereby agree to coordinate with the adjacent development to expedite the major off-site trunk water facilities. The Developer will make reasonable efforts to coordinate with the adjacent property owners and land developers to acquire easements and/or expedite the construction of the water facilities; however, in the event that the Developer is unsuccessful, the City shall participate in expediting the off-site water facilities.

(e) The anticipated cost for the off-site water facilities is \$1,100,000 as shown in Exhibit E-3.

4.4 Water and Sewer Services.

(a) Generally. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide continuous and adequate retail water and sewer service to the Property at times and in capacities sufficient to meet

the service demands of the Project as it is developed. Upon acceptance of the Water Facilities and Sewer Facilities, the City shall operate said facilities to serve the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCNs covering the Property.

(b) Sewer Service. From and after the Date of Acquisition, the City shall be the retail provider of wastewater service to the Property. If the City is at any time unable or unwilling to provide adequate wastewater treatment capacity for the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional wastewater capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of wastewater service to the Property; (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency, including, but not limited to, a wastewater treatment plant; and (3) Developer's discharge permit application to the TCEQ if a municipal utility district or other district will serve as the alternative retail provider of wastewater service to any portion of the Property. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate wastewater service to all or any portion of the Property, the City will be required to do so.

(c) Water Service. From and after the Date of Acquisition, the City shall be the retail provider of water service to the Property. If the City is at any time unable or unwilling to provide adequate water treatment capacity to the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional water capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of water service to the Property; and (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate water service to all or any portion of the Property, the City will be required to do so. Water wells other than water wells currently part of the City's water system may be used, subject to any applicable state rules and regulations, as a potable water supply for the Property if the City is unable or unwilling to provide retail water service to the Property.

4.5 Roadway Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site roadway facilities necessary to serve the Project ("Roadway Facilities") in accordance with the City Regulations. The design of the Roadway Facilities shall be approved by the City in advance of the construction of same.

(b) Roadway Dedication and Roadway Improvements. Developer agrees to (1) provide the Roadway Dedication; and (2) subject to the City's obligations under Section 4.7, cause the design and construction of and fund or cause to be funded the Roadway Improvements, and shall be entitled to reimbursement for such Roadway Improvements, including Right-Of-Way dedication, either through Impact Fee Reimbursements, a Public Improvement District as described in Section 4.8, or a combination of these sources. The design and civil engineering for the Roadway Improvements shall be commenced by or on behalf of Developer within 90 days of the Effective Date. Developer shall commence or cause the commencement of onsite construction of the Roadway Improvements within 12 months of the Effective Date. The substantial completion of construction of the Roadway Improvements shall occur within 36 months of the Effective Date and shall occur before or substantially concurrent with the City's acceptance of the Property Public Infrastructure for the first phase of the Development. If the completion of construction of the Roadway Improvements is not complete within said 36-month period, the City may withhold any and all building permits for construction of residences until said construction of the Roadway Improvements has been completed and accepted by the City. Other than the Roadway Improvements, Developer shall not be required to construct or fund any off-site roadway facilities or improvements for development of the Property. For purposes of this Section 4.5(b) "commencement of onsite construction" shall mean when Developer or any affiliate or entity related to Developer has executed a construction contract and has mobilized the equipment and machinery on-site that is reasonably necessary to commence construction of the Roadway Improvements.

(c) City Cost Participation of Roadway Improvements.

- (1) As of the Effective Date, the Parties anticipate that the Roadway Improvements Costs for Taylor Boulevard will be equal to or less than \$4,900,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements and the estimate of the Roadway Improvements Costs exceeds \$4,900,000.00 (which exceeds the total estimated Impact Fee Reimbursement for such Roadway Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different mechanism whereby the City will reimburse Developer for any Roadway Improvements Costs that exceed \$4,900,000.00; or (2) amend this Agreement to reduce the scope of said Roadway Improvements in order to lower the total Roadway Improvements Costs equal to or below \$4,900,000.00. See for reference Exhibit E-1: Taylor Boulevard Opinion of Probable Cost Summary.
- (2) As of the Effective Date, the Parties anticipate that the Roadway Improvement Costs for the North-South Major Arterial will be equal to or less than \$790,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements and the estimate of the Roadway Improvements Costs exceeds \$790,000.00

(which exceeds the total estimated Impact Fee Reimbursement for such Roadway Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different mechanism whereby the City will reimburse Developer for any Roadway Improvements Costs for said Roadway Improvements that exceed \$790,000.00 or (2) amend this Agreement to reduce the scope of said Roadway Improvements in order to lower the total Roadway Improvements Costs equal to or below \$790,000.00. See for reference Exhibit E-2 North South Arterial Opinion of Probable Cost Summary.

(d) Documentation of Roadway Improvements Costs. Once Developer fully completes the Roadway Improvements, and before the City has accepted the Roadway Improvements after inspection, Developer shall provide the City Manager with documentation evidencing the Capital Improvement Costs for the Roadway Improvements, including without limitation the fair market value of the Roadway Dedication (the "Roadway Improvements Costs"). The "Roadway Improvement Costs shall include the costs for civil engineering, surveying, platting, grading, pavement, associated stormwater system, associated sidewalks, associated landscaping (including trees, sod, irrigation), associated traffic management and signage, and incidentals such as SWPPP, bonds, pro-rated project management, and other related construction fees. The City Manager shall review said documentation (the "Roadway Improvements Costs Documentation") and shall approve or deny the Roadway Improvements Costs within fifteen (15) Business Days of receipt thereof (which approvals shall not be unreasonably withheld, conditioned or delayed) or a longer period of time if the City Manager reasonably requests additional evidence of the Roadway Improvements Costs. If the City Manager denies any Roadway Improvements Costs, the City Manager shall provide Developer with a detailed explanation as to the reasons for denial and a description of the additional information needed. Developer may resubmit any costs and additional information for costs that are denied. If the City Manager takes no action within thirty (30) calendar days of Developer's initial submittal of the Roadway Improvements Costs, the Roadway Improvements Costs shall be deemed automatically approved. Upon approval (or deemed approval) of the Roadway Improvements Costs, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Improvements and Roadway Dedication. Notwithstanding the foregoing or any other provisions of this Agreement, the Roadway Improvements Costs or any portion thereof shall not be deemed approved unless the Developer includes on the first page of the Roadway Improvements Costs Documentation a statement in bold, underlined, fully-capitalized lettering in at least 12-point sized font stating: "**IF THE CITY MANAGER TAKES NO ACTION WITHIN THIRTY CALENDAR DAYS OF THE SUBMITTAL OF THIS ROADWAY IMPROVEMENTS COSTS DOCUMENTATION, THEN THE ROADWAY IMPROVEMENTS COSTS SHALL BE DEEMED TO BE AUTOMATICALLY APPROVED.**"

(e) The City agrees to cooperate with Developer (or its representatives) to facilitate the alignment of future Taylor Boulevard as shown on the Illustrative Layout / General Development Plan (Exhibit C) included with the Development Regulations.

(f) The City agrees to cooperate with the Developer (or its representative) to facilitate the alignment of the future “north-south” major arterial at the northwestern quadrant of the Property as shown on the Illustrative Layout / General Development Plan (**Exhibit C**) included with the Development Regulations. City Agrees that Developer shall retain the “naming rights” to the north-south arterial.

4.6 Construction, Inspection, and Ownership.

(a) Construction Bidding. The Parties acknowledge that construction of the Developer Improvements and Property Public Infrastructure are not subject to competitive bidding requirements under applicable law. Notwithstanding any other provision of this Agreement: (1) the City’s level of participation in funding any costs under this Agreement shall not exceed 30 percent of the total contracted price of such improvements or infrastructure exclusive of costs for any oversizing of improvements required by the City (including but not limited to increased capacity of improvements to anticipate other future development in the area); and/or (2) at least one-third of such cost is to be paid by or through special assessments levied on property that will benefit from the improvements.

(b) Performance Bond, Payment Bond and Other Security. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, the contractor for such improvements, as applicable, must execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, Developer or the contractor for such improvements further must execute a maintenance bond in accordance with applicable City Regulations that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Developer Improvements and/or the Property Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Developer Improvements and/or Property Public Infrastructure constructed under such contract.

(c) Inspections and Acceptance of Developer Improvements and Property Public Infrastructure. The City shall inspect, as required by City Regulations, the construction of all Developer Improvements and any Property Public Infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, and streets. The City's inspections shall not release the Developer from its responsibility to construct, or cause the construction of, adequate Developer Improvements and Property Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City temporarily withholds City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or

delayed. Notwithstanding the foregoing, the City may not withhold utility services to a portion of the Development if all necessary infrastructure has been properly constructed and accepted by the City for such portion of the Development, even if infrastructure for other portions of the Development have not yet been completed. For the avoidance of doubt, the Parties intend that the Development may be constructed in phases and Developer is only required to construct such Property Public Infrastructure necessary to serve each phase, respectively. From and after the inspection and acceptance by the City of the Property Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of the Developer Improvements and Property Public Infrastructure by the City shall not be unreasonably withheld, conditioned, or delayed, and shall be evidenced in a writing issued by the City Manager or his or her designee. Upon acceptance of the Property Public Infrastructure or any portion thereof by the City, the City shall, at all times thereafter, maintain and operate the accepted improvements in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(d) Phasing. The Property (including the Property Public Infrastructure to serve the same) may be developed in phases and Developer may submit or cause to be submitted a plat for all or any portions of the Property in accordance with the Governing Regulations. The Developer Improvements may also be completed and accepted in phases.

(e) Insurance. Developer and/or the general contractor(s) for construction of the Developer Improvements and the Property Public Infrastructure shall acquire and maintain, during the period of time when any of the Developer Improvements and Property Public Infrastructure are under construction (and until the full and final completion of such Developer Improvements and/or Property Public Infrastructure, as applicable, and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Developer Improvements and/or Property Public Infrastructure construction contracts, as applicable, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of construction contracts for the Developer Improvements and/or Property Public Infrastructure, as applicable, Developer shall provide or cause to be provided to the City certificates of insurance evidencing such insurance coverage, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation of the same, the City shall receive written notice of such cancellation. For the avoidance of doubt, if the insurance required pursuant to this subsection is acquired and maintained by a contractor, such insurance provided by the contractor shall be sufficient

(and Developer shall not be required to obtain duplicate insurance that is already provided by a contractor).

(f) INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS (EACH A "DEVELOPER PARTY"), IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY DEVELOPER IMPROVEMENTS, PROPERTY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** NOTWITHSTANDING THE FOREGOING, THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE AND/OR FAULT OF THE DEVELOPER OR A DEVELOPER PARTY AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THE DEVELOPER'S MISREPRESENTATION TO THE CITY OF ITS OWNERSHIP, TRANSFER OR CONVEYANCE OF ANY PORTION OF THE PROPERTY. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CONSTRUCTED OR CAUSED TO BE CONSTRUCTED BY DEVELOPER NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER.

4.7 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Developer Improvements and the Property Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Developer Improvements and the Property Public Infrastructure, as applicable, can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within fifteen (15) Business Days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) calendar days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. Notwithstanding anything to the contrary in this Agreement, the Developer shall not be required to fund or construct any Developer Improvements or Property Public Infrastructure that Developer or the City are unable to secure required third-party rights-of-way, consents, or easements for in connection with the obligations of the Parties in this Section 4.7. Further, the Parties agree to cooperate in any future amendments to this Agreement needed to enable Developer to provide necessary Property Public Infrastructure to the Property.

4.8 Impact Fee Reimbursement; Public Improvement District (PID); Oversizing

(a) Impact Fee Reimbursement.

- (1) City shall reimburse Developer for the major Roadway Improvements (Taylor Boulevard), North-South Major Arterial and Off-Site Utilities (both water and sanitary sewer) from available funds from the Impact Fee Accounts as the primary reimbursement mechanism.
- (2) If the City has no available funds in the Impact Fee Accounts or cannot Amend the CIP within the specified timeline as described herein, the City may utilize other reimbursement sources including without limitation the Public Improvement District.
- (3) Impact Fees for each phase of the Project shall be assessed and collected at the rates adopted by the City Council at the time such fees are collected and otherwise in accordance with applicable law.

In accordance with state law, the City shall collect Impact Fees from the Property and place such collected Impact Fees in separate and clearly identifiable interest-bearing Impact Fee Accounts for the benefit of the Developer.

- (4) Developer shall be entitled to Impact Fee Reimbursement for all Capital Improvement Costs borne by the Developer. The City hereby confirms and represents that all of the Developer Improvements are or shall be Capital Improvements and are eligible for and entitled to Impact Fee Reimbursement hereunder. The City shall reimburse Developer up to the total Roadway Improvements Costs and off-site utility costs (both water and sanitary sewer costs), each in the aggregate, on a quarterly basis from the Impact Fees collected as described in subsection (1) above. The City shall provide the Impact Fee Reimbursement to Developer and the Impact Fee Reimbursement shall carry forward until the Roadway Improvements Costs and off-site utility costs (both water and sanitary sewer costs) have been reimbursed in full.
- (5) Further, Developer shall be entitled to Impact Fee Reimbursement to fully compensate Developer for all other Capital Improvement Costs incurred due to requirements made by the City, if any, in connection with the Project in addition to costs incurred for the Developer Improvements.

(b) Public Improvement District (PID)

- (1) City and Developer agree in principle to fund certain infrastructure and other improvements for the subject Property pursuant to the establishment of a Public Improvement District (“PID”) after full annexation of the Property and upon the terms and conditions to be mutually agreed upon and documented within ninety (90) days of Developer’s closing on the Property. Upon the approval and adoption of the PID, which shall have boundaries that are coterminous with the boundaries of the Property, all on-site utility and roadway improvements that specially benefit the Property shall be considered reimbursable from the PID.
- (2) To the extent that they specially benefit the Property, Off-site Utilities and/or major Roadway Improvements (Taylor Boulevard and North-South Major Arterial) shall be reimbursable through the PID only as a final reimbursement source in the event the Developer has not been fully reimbursed through Impact Fee Reimbursement.

(c) Infrastructure Oversizing. The Parties agree that if the City requires Developer to construct or fund any Property Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”), then the

City shall be solely responsible for all reasonable costs attributable to oversized portions of the Oversized Public Infrastructure to the extent not already credited, reimbursed or otherwise funded by the City or to be financed by a PID (including Construction Costs attributable to oversized portions of the Oversized Public Infrastructure which shall be considered reasonable costs) ("Oversize Costs") and shall provide payment(s) to Developer to cover the costs of the same. The payment(s) to Developer for the Oversize Costs shall be paid as the Oversized Public Infrastructure is completed (which may be completed in phases corresponding with the phases of the Development). The City shall make a payment to Developer or its assignee for any Oversize Costs within thirty (30) days of receipt of any invoices for the same subject to City Manager approval of such costs in the same manner set forth in Section 4.5(d). The "Oversize Costs" shall be determined by calculating the difference between the cost without the oversizing and the cost with the oversizing using the contractor's construction line-item budgets as the foundation to perform such calculations. All other related costs (civil engineering, surveying, plating, etc.) shall be calculated as a percentage and included in the "Oversize Costs" for reimbursement purposes.

4.9 Satisfaction of Park Development Fees; No Park Development Fees Due.

(a) The City agrees that the provision of open space and amenities generally consistent with the open space plan attached hereto as Exhibit C shall fully satisfy and provide a credit against the park development fees required pursuant to City Code, Chapter 9, Section 9.02.135(c)(4). Therefore, no park development fees shall be due or required for development of the Property. The open space and amenities may be constructed and installed in phases corresponding with separate phases of the Development and may be privately owned and maintained by a property owners' association. All trails must be accessible and open to the public at all times except when temporarily closed for necessary maintenance or repair. For the avoidance of doubt, the remaining open space area(s) and amenities located within such areas may be reserved for private use, at the Property owner's sole discretion.

(b) Developer is proposing to dedicate +/- 14 acres at the northwest corner of the subject property for municipal and related uses. Developer anticipates that the City may use the facility for a future fire station, future park or future features such as a Veteran's Memorial. In the event, that the City does use some or all of the +/-14 acres for a Veteran's Memorial, Developer shall commit up to \$250,000 toward the design and implementation of such a project.

(c) Developer shall design and construct (at Developer's cost) hike and bike trails depicted in Exhibit C.

(d) Developer shall design and construct (at Developer's Cost) an Amenity Center on the subject property (Exhibit C) to include swimming facility, restrooms, parking, picnic equipment and shade structure so as to provide an active park and recreational area for the residents of the proposed development.

4.10 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to the Developer under this Agreement, the name of the payee for such payment shall be Anna 204 Partners LP, a Delaware Limited Partnership., and the payment/remittance shall be sent or delivered to the following address:

Anna 204 Partners LP, a Delaware Entity, located at 301 E. Virginia Street, Suite 304,
McKinney, Texas 75069

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address.

4.11 Approvals. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer(s), its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.

ARTICLE V

ANNEXATION AND ZONING

5.1 Annexation. Pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, this Agreement, as of the Date of Acquisition, shall constitute Developer's agreement to petition for the voluntary annexation of the Property into the corporate limits of the City. Developer (or its assignee) shall submit an annexation petition to the City on the City's standard form, attached hereto as **Exhibit F** (the "Annexation Petition") within thirty (30) days after the Date of Acquisition. Upon the City's request, Developer shall further execute and supply any and all instruments and/or other documentation reasonably necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within ninety (90) days following the date that Developer submits the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change in the law governing municipal annexation. The above-referenced annexation is authorized under Texas Local Government Code Chapter 43, Subchapter C-3. To the extent said Subchapter C-3 is amended in the future or its requirements are modified by any future legislative act, the Parties agree to take all reasonable steps to meet any additional requirements to allow for the above-referenced annexation provided that the terms and conditions of this paragraph have been met in order for the City to perform an annexation as intended under this Agreement. This Agreement is a development agreement under Section 212.172, Texas Local Government Code. Any owner(s) of the Property are not required to enter into this Agreement. The annexation

procedures described in plain language in this Agreement require the consent of the owner(s) of Property, which consent is conditionally provided under this Agreement as set forth above. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

5.2 Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall further constitute an agreement for the provision of services to the Property. Immediately upon the annexation of the Property, the Property and its residents shall be entitled to receive all Municipal Services on the same terms and at the same rates as then provided within the City and without discrimination.

5.3 Zoning. Within thirty (30) days following the adoption of an ordinance approving the annexation of the Property pursuant to Section 5.1, the City shall consider zoning the Property as a planned development district with regulations identical to those in the Development Regulations (including the concept plan attached as an exhibit to the Development Regulations); however, regardless of how the City zones the Property, Developer, its successors and assigns, may develop and use the Property in accordance with the Development Regulations and the Zoning Ordinance (as amended by the Development Regulations) and all other terms of this Agreement, and no conflicting zoning regulations shall apply to the Property. All applicable City ordinance requirements that reference the City's Zoning Ordinance or compliance with zoning regulations or the City's comprehensive plan (including the City's master thoroughfare plan) shall be interpreted to mean compliance with the Development Regulations. Subject to the terms herein, Developer hereby expressly consents and agrees to the aforementioned zoning of the Property consistent with the Development Regulations and Developer shall not be required to submit a formal zoning application or pay related fees in order for the City to proceed with zoning the Property as contemplated by this Agreement. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as it relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, (a) no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured; and (b) a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) Business Days after it is due.

6.2 Remedies. As compensation for the other party's default, an aggrieved Party may seek specific performance of the other party's obligations under this Agreement. Notwithstanding

the foregoing, however, no default under this Agreement shall: (a) entitle the City to terminate this Agreement or to suspend performance under this Agreement (except as otherwise expressly set forth in this Agreement); or (b) adversely affect or impair the current or future obligations of the City to provide water, sewer and other Municipal Services to the Property in accordance with applicable law. Notwithstanding the foregoing or any other provision of this Agreement, the City may withhold City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII

ASSIGNMENT; ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may be assigned, in whole or in part, to (i) an entity that is or will become a future owner of all or a portion of the Property; (ii) any affiliate or related entity of the Developer; or (iii) any lien holder on the Property, without the prior written consent of the City, but upon written notice to the City. Any reimbursement or receivables due under this Agreement (e.g., the Impact Fee Reimbursement) or any reimbursement agreement may be assigned by the Developer, in whole or in part, without the prior consent of the City, but upon written notice to the City pursuant to Section 7.4 of this Agreement (and upon such an assignment of reimbursement or receivables, the City will pay the reimbursement directly to the assignee unless otherwise notified in writing). Except as provided in the two preceding sentences, this Agreement shall not be assigned by Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 7.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement.

7.3 Third-Party Beneficiaries. Subject to Section 7.4 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.4 Notice of Assignment. The following requirements shall apply in the event that the Developer assigns or transfers this Agreement, or any part thereof and/or any of its rights or benefits under this Agreement:

(a) the Developer must provide written notice to the City to the extent required under Section 7.1 within ten (10) Business Days after any assignment, or transfer;

(b) said notice must describe the extent to which any rights or benefits under this Agreement have been assigned, transferred, or otherwise conveyed;

(c) said notice must state the name, mailing address, and electronic mail information of the person(s) that have acquired any rights or benefits as a result of any such assignment, transfer or other conveyance; and

(d) said notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person(s) or entit(ies) that acquired any rights or benefits as a result of the assignment, transfer or other conveyance.

ARTICLE VIII

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Collin County, Texas upon the Date of Acquisition. From and after the Date of Acquisition, this Agreement binds and constitutes a covenant running with the Property and is binding upon the Developer and the City and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

8.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner or lienholder, and upon the payment to the City of a \$100.00 fee, the City Manager, or his/her designee will, in his or her official capacity and to his or her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

ARTICLE IX

TERM

Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be twenty-five (25) years after the Effective Date ("Term"); however, if Developer or its assignee has not acquired ownership of the Property within 90 days of the Effective Date, this Agreement shall automatically terminate, be null and void and of no further force or effect. This Agreement and all of the rights, duties and obligations herein shall be subject to and conditioned on Developer or its assignee acquiring fee simple title to the Property within 90 days of the Effective Date. For the avoidance of doubt, the aforementioned condition shall be satisfied if Anna

204 Partners, LP, a Delaware Entity or its assignee (who from and after such assignment would be considered the Developer under this Agreement) acquires the Property. This Agreement shall be held in escrow until the Date of Acquisition, at which time this Agreement shall be effective and filed in the Real Property Records of Collin County, Texas.

ARTICLE X

GENERAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received (a) when personally delivered (with confirmation of receipt); (b) one (1) day after deposit if sent by by recognized courier service and sent via overnight courier for next day delivery with receipt of delivery; or (c) 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Anna, Texas 120 W. 7 th Street Anna, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
To the Developer:	Anna 204 Partners, LP, a Delaware Entity Attn: Tre Dibrell, VP Construction 301 E. Virginia Street Suite 304 McKinney Texas 75069 Office: 469-714-0052 tred@cityparkdevelopments.com
With a copy to:	Canada Lewis & Associates, PLLC Attn: Laura Canada Lewis, Esq. 5550 Granite Pkwy, Suite 195 Plano, Texas 75024 T: 469-664-0120

F: 469-501-7781
llewis@canadalewis.com

With a copy to:

Sanchez and Associates, LLC
Attn: Casey Gregory, P.E. President
210 Adriatic Parkway Suite 200
McKinney Texas 75072
Office: 469-424-5900
Casey.gregory@thesanchezgroup.biz

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, except for any party that may be construed to be a third-party beneficiary to this Agreement.

10.7 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in a state district court in Collin County.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A: Metes And Bounds Description of the Property
- Exhibit B: Development Regulations
- Exhibit C: General Development Plan
- Exhibit D-1: Roadway Dedication Taylor Boulevard
- Exhibit D-2: Roadway Dedication North South Arterial Exhibit E-1: Taylor Boulevard Opinion of Probable Cost Summary
- Exhibit E-2: North-South Arterial Opinion of Probable Cost Summary
- Exhibit E-3: Waterline Improvement Opinion of Probable Cost Summary
- Exhibit F: Form of Annexation Petition
- Exhibit H: Utilities Layout

10.12 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date and Developer does not hereby waive or release any right that Developer may now or thereafter have with respect to any rights under Chapter 245 of the Texas Local Government Code.

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the

essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) actions or failures to act of a governmental authority, including any changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable on the Effective Date, and any delay in issuance of permits or certificates of occupancy by any governmental authority having jurisdiction, but excluding delays due to conditions that violate applicable codes and regulations; (e) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (f) epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (g) labor shortages or moratoriums; (h) fire or other material casualty; (i) mechanical failure of equipment; (j) utility delays or interruptions; (k) any emergency event that threatens imminent harm to property or injury to persons; (l) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this Section 10.13 shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: [Signature]

Name: Ryan Henderson

Title: City Manager

Date: 9/18/24

APPROVED AS TO FORM:

Name: Clark McCoy

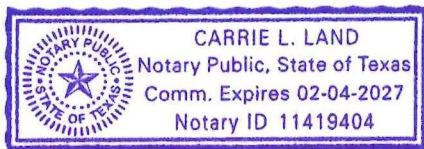
Title: City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 18th day of September, 2024 by Ryan Henderson, City Manager of the City of Anna, Texas, on behalf of said City.

(SEAL)



Carrie L. Land
Notary Public, State of Texas

NAME printed or typed: Carrie L. Land

Commission Expires: 2-4-2027

DEVELOPER:

ANNA 204 PARTNERS, LP
a Delaware limited partnership

By: Anna 204 Development, Inc.
a Texas corporation, its general partner

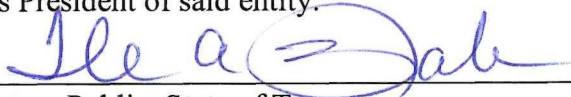
By: 
Christopher Zeppa, President

STATE OF TEXAS

COUNTY OF ^{COLLIN}~~DALLAS~~

This instrument was acknowledged before me on the 5th day of AUGUST
2024 by Chris Zeppa, on behalf of said entity as President of said entity.

(SEAL)


Notary Public, State of Texas



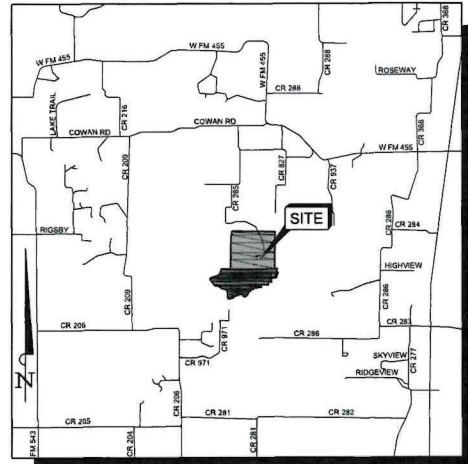
NAME printed or typed: THERESA A. JACKSON

Commission Expires: 10-9-2024

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

FUTURE MAJOR
ARTERIAL (120' ROW)



LOCATION MAP
SCALE: NTS

FUTURE TAYLOR
BOULEVARD (80' ROW)

CR 827

SUBJECT PROPERTY
(204 ACRES)



**Master Planning
Civil Engineering
Land Development**
210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

SCALE 1:1 000

Exhibit B

DEVELOPMENT REGULATIONS FOR CITY PARK HEIGHTS WEST

("Development Agreement" as used in these Development Regulations refers to that certain CITY PARK HEIGHTS WEST Development Agreement to which this document is attached as Exhibit B. The permitted uses and standards for development of the Property shall be in accordance with the Mixed Density Residential (MD) District of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and in the Development Agreement.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Property associated with the Development Agreement and shall not apply to any additional areas within or outside of the city limits.

Exhibit: “B”

Development Standards for the City Park Heights West

The permitted uses and standards for development of the Subject Property shall be in accordance with the Mixed Density Residential (MD) District. The proposed Planned Development District Standards proposed herein are aimed at promoting a mixed-use residential district encompassing a diversified medium-density residential mix of housing choices. This proposed district will have a mixture of single family detached bungalows, urban townhomes and courtyard focused cottage-style townhomes. The integrated land plan, streetscape characteristics and overall community design encourage pedestrian activity by enforcing and promoting the walkable community principles outlined in the City of Anna Unified Development Code.

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Subject Property associated with this Development Agreement and shall not apply to any additional areas without or outside of the city limits of the City of Anna.

Illustrative Layout – General Development Plan; Conflicts and Terms:

1. Development shall generally follow, but not exactly, the circulation, block patterns and street alignments illustrated in **Exhibit C** – “GDP - General Development Plan / Illustrative Plan” (GDP). Conflicts between the Development Standards, GDP and City Ordinances will be addressed in priority as outlined in **Section 4** below.
2. Details on a Preliminary Plat that differ from the GDP which do not alter the basic relationship of the proposed single-family development area to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not reduce the yards provided at the boundary of the site, as indicated in these Development Regulations or associated General Development Plan, may be authorized by the Director of Planning as updates to the General Development Plan without requiring a rezoning of the subject property and without requiring an Amendment to the Pre Annexation Development Agreement. These types of updates shall be considered as “Administrative Updates” for the City files.
3. As part of any annexation request and future development of the subject property, the applicant agrees to abide by all applicable procedural requirements under City Regulations or as amended herein.
4. Conflicts:
 - a. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance these Development Regulations shall prevail and control.
 - b. Where these Development Regulations may be silent, the General Development Plan shall prevail and control.
 - c. Where these Development Regulations and the General Development Plan are silent, the City’s Unified Development Code shall prevail and control.

5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City of Anna's Zoning Ordinance of the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
6. Developer intends to conduct a flood study to determine the amount of potential floodplain reclamation. In anticipation of these floodplain reclamation efforts, Developer has prepared a "Maximum Potential Land Use Study" which is depicted as "Exhibit C- General Development Plan". The majority of the residential lots that are anticipated in the reclaimed floodplain area will be "Residential Bungalows: SFD-Bungalow 50' x 100'). As such, the maximum number of single-family residential units shall be as follows:

a. Max number of Res Bungalows (SFD-Bungalow 40' x 100')	325 units
b. Max number of Urban Residential (TH 24'x100')	250 units
c. Maximum number of Urban Cottages (SFA-Cottage 24' x 90')	180 units
7. Lot sizes shall be mixed in each area to provide additional options and character to community. Exhibit C illustrates a design philosophy which follows a more traditional transect design which focuses the more urban product nearer the open spaces and amenities while promoting a less dense product radiating away from the core open spaces. It is anticipated that the final land plan (at platting) will include larger lots in the area to be reclaimed.
8. Fencing
 - a. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots facing and/or siding to the required Homeowner's Association (HOA) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, shall be ornamental iron fences such as wrought iron or tubular steel.
 - b. Fences constructed between residences may be wood.
 - c. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed.
 - d. Plastic and chain-link fencing is prohibited.
 - e. Wood fencing of a uniform design shall be constructed along the rear or side lot lines to single-family homes that are adjacent to HOA common area lots.
9. Private Amenities:
 - a. A private "Amenity Center" facility shall be provided as part of the development. It is anticipated that the Amenity Center will be centrally located as shown in the attached General Development Plan. The Amenity Center facility shall include, at a minimum, the following:
 - i. Swimming Pool
 - ii. Restrooms
 - iii. Picnic area

- b. A hike-bike trail and future trail head are planned as shown on Exhibit C – General Development Plan.
- c. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Development Services or applicable designee. Developer shall receive credits against Parkland Dedication Fees as set forth in the Development Agreement. Given the open space and amenities provided, no Parkland Dedication shall be due.
- d. All sidewalks and barrier free ramps (BFR's) shall be in accordance with the City of Anna Development Regulations and be ADA compliant.

10. Private Improvements / Amenities:

- a. Developer shall construct and maintain, via the Homeowner's Association, an Amenity Center for the use and enjoyment of the residents of City Park Heights West. It is anticipated that the Amenity Center will be centrally located as shown in the General Development Plan. Amenity Center shall include, but not limited to, a swimming pool, restroom/changing facilities, picnic area and dedicated parking (including handicapped parking).
 - b. Developer shall construct and maintain, via the Homeowner's Association, various common areas and pet areas along the eastern property adjacent and in conjunction with the SFA- Cottage homes and townhomes.
11. Developer shall dedicate the northwest +/-14 acres and the hike / bike trail to the City of Anna. Tract shall be used for municipal uses included but not limited to a fire station, park, veteran's memorial and/or other such uses.

ARTICE 9.04 ZONING ORDINANCE

1. Sec. 9.04.004 Definitions

2. Sec. 9.04.042 Site Design Requirements

- a. No Change
- b. No Change
- c. Single-Family and Two-Family Residential Standards
 - 1) Building Articulation – At least four facade articulation techniques are required on each single-family or two-family dwelling to add variety and interest to a building. The following features are a partial list of acceptable techniques of exterior articulation, but others may also be proposed or utilized as part of a specific set of architectural designs plans. **Exhibit I** provides (for illustration purposes only) architectural styles proposed for the subject property.
 - A. One of the following:
 - A base course or plinth course;
 - Banding, moldings, or stringcourses;
 - Quoins;

- Oriels;
 - Cornices;
 - Arches;
 - Balconies;
 - Brackets;
 - Shutters;
 - Keystones;
 - Dormers; or
 - Louvers as part of the exterior wall construction.
(Quoins and banding shall wrap around the corner of the structure for at least two feet.)
- B. Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.
- C. Front Porch of the at least 20 square feet.
- D. No Change
- E. No Change
- 2) Roof Treatment. No change
- 3) Fenestration. No change.
- 4) Garages. On front entry garages, the face of a garage shall not:
- A. No Change
- B. Be over 80% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.
- 5) House Repetition.
- A. No Change
- B. No Changes
- d. Multi-family Residential Standards. No change
- e. Townhome Unit (Single Family Attached Townhomes) and Single-Unit or Duplex Unit Park Standards.
- 1) Building Articulation. No change.
- A. No Change.
- B. No Change.
- C. Front porch of at least 24 square feet.
- D. The installation of at least one (1) coach lights.
- E. No Change
- 2) No Change.
- 3) No Change
- 4) No Change
- 5) Unit Repetition
- A. Single Family Attached Townhomes on which each unit of a multi-unit building is located upon an individually platted lot creates a unique design challenge and opportunity.

- B. Each Townhome Building shall have a maximum of 4 attached units on individually platted lots.
- C. The “end lots” for each multi-unit building shall have a sufficient side yard setback to provide a ten-foot (10’) building separation from the adjacent Townhome Building or to provide adequate site visibility at the intersection of two streets if the end unit is at the end of a block.
- D. Each Townhome Building shall have a comprehensive and cohesive architectural form in terms of color palette and articulation features as defined herein.
- E. No two individual but adjacent 4-Pack (or smaller) buildings shall be designed with substantially identical exterior elevations.
- F. The SFA-Cottages shall be exempt from any prohibition on repetition since this unit type faces a common landscaped courtyard and not a right-of-way, fire lane, or easement. The SFA-Cottages have a siding condition to the right-of-way.

3. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below:

	SFD-Bungalow (40'x100')	Townhome: TH	SFA-Cottage
Maximum Height (feet)	35	35	35
Maximum Stories	2	2	2
Side Yard, mid-block (feet)	5	5	5
Side Yard, Corner Lot, Street Side (feet)	10	10	10
Building Separation	10	10	10
Rear Yard (feet) from ROW	15	20	20
Rear Yard (feet) from fire lane / first floor	15	20	20
Rear Yard (feet) from fire lane / upper floors	15	15	15
Front Yard (feet)	20	10	10
Lot Area (square feet)	4000	2000	2100
Min. Lot Width (feet)	40	24	24
Min. Lot Depth (feet)	90	80	90
Max. Lot Coverage (%)	55%	75%	75%
Minimum Building Size (square feet)	1800	1750	1800
Min Masonry (%)	50	25	25

4. Sec. 9.04.045 Landscaping

- 1) No Change
- 2) No Change

3) No Change

4) Residential Development

A. No Change

i. No Change

ii. No Change

iii. No Change

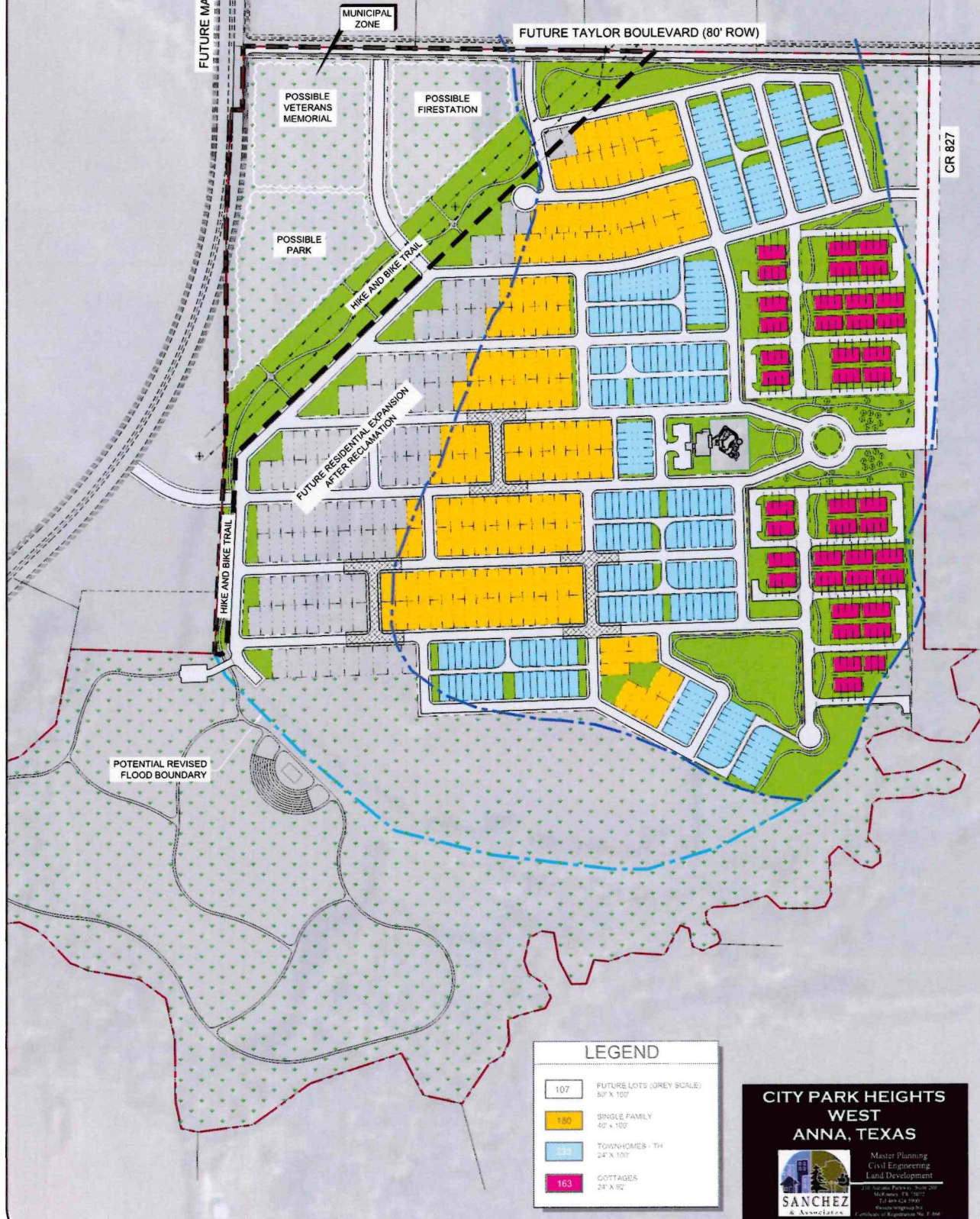
iv. The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of the three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements.

- a) For the Urban Cottage Lots, the number of trees shall be calculated as per Table 27; however, the final tree planting shall be consistent with the Landscape Plan submitted by the Developer. The ultimate location and planting of the required number of trees shall be used to highlight the landscape courtyards, paseos, urban garden niches and other related areas. A conceptual landscape plan for the entire site shall be submitted with the first Preliminary Plat.
- b) The Landscape Plan for the area surrounding the Urban Cottages may also incorporate some of the required trees as indicated in Table 27 into the streetscape / landscape buffers / landscape setbacks / tree planting areas along the adjacent local street.
- c) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Exhibit C

[CITY PARK HEIGHTS WEST GENERAL DEVELOPMENT PLAN]

(see attached)

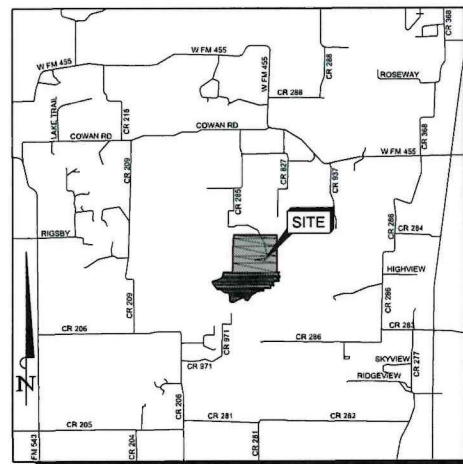


FUTURE MAJOR
ARTERIAL (120' ROW)

2372'

3299'

CR 827



LOCATION MAP
SCALE: NTS

ALIGNMENT OF OFFSITE TAYLOR
BOULEVARD TO BE APPROVED BY
CITY OF ANNA.

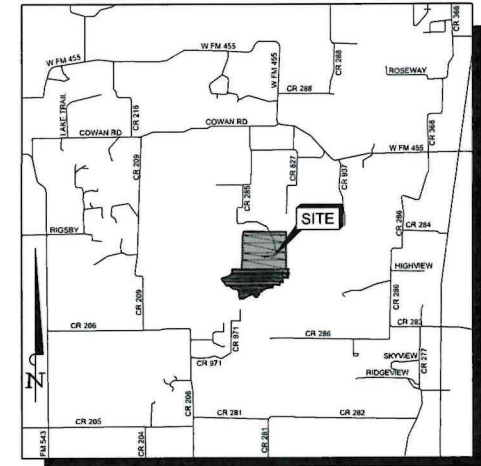
SCALE 1:1 000



210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

EXHIBIT: "D-2 ROADWAY DEDICATION WESTERN ARTERIAL"

**FUTURE MAJOR
ARTERIAL (120' ROW)
±0.31 AC**



LOCATION MAP
SCALE: NTS

**3298' FUTURE TAYLOR
BOULEVARD (80' ROW)**

CR 827



SCALE 1:1000



Master Planning
Civil Engineering
Land Development
210 Adair Parkway, Suite 200
McKinney, TX 75072
Tel 469-424-5900
thesanchezgroup.biz
Certificate of Registration No. F-4665

EXHIBIT E-1 "ROADWAY IMPROVEMENT TAYLOR BOULEVARD"

Project: City Park Heights West
Taylor Boulevard
City of Anna
Collin County, Texas

Acres (Gross): 4.2
Acres (Net): 4.2

Client Name:
ATTN:

Lots: 0.0
Client #:
Job #: 005

Prepared by: Sanchez & Associates, LLC

Initials: DC
Date: 2/28/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Clearing, Grubbing & Stripping	4.2	AC.	\$ 4,000.00	\$ 16,800.00
Unclassified Excavation Ferguson	5,000	CY	\$ 4.00	\$ 20,000.00
				\$ 36,800.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	4,754	L.F.	\$ 4.00	\$ 19,016.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
Inlet Filters	12	EA.	\$ 350.00	\$ 4,200.00
Bermuda Seeding	2,250	S.Y.	\$ 5.00	\$ 11,250.00
				\$ 39,466.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	240	L.F.	\$ 75.00	\$ 18,000.00
8" Water Valve	6	EA.	\$ 2,000.00	\$ 12,000.00
12" Water Line	5,675	L.F.	\$ 125.00	\$ 709,375.00
12" Water Valve	11	EA.	\$ 8,000.00	\$ 88,000.00
Fittings (1ton/1000 lf of pipe)	5.92	TON	\$ 15,000.00	\$ 88,725.00
Fire Hydrants (with 6" Lead)	6	EA.	\$ 7,000.00	\$ 42,000.00
12" x 6" Tee	6	EA.	\$ 2,500.00	\$ 15,000.00
Connect to Existing 12" Water	1	EA.	\$ 2,000.00	\$ 2,000.00
16" x 8" Tee	6	EA.	\$ 4,500.00	\$ 27,000.00
Testing (Water Pressure & Chlorination)	5,915	L.F.	\$ 2.50	\$ 14,787.50
Trench Safety Plan	5,915	L.F.	\$ 1.00	\$ 5,915.00
				\$ 1,022,802.50

STORM SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
21" RCP (Class III)	360	L.F.	\$ 95.00	\$ 34,200.00
24" RCP (Class III)	1,870	L.F.	\$ 100.00	\$ 187,000.00
30" RCP (Class III)	755	L.F.	\$ 145.00	\$ 109,475.00
36" RCP (Class III)	1,450	L.F.	\$ 160.00	\$ 232,000.00
4' Standard Storm Manhole	10	EA.	\$ 7,500.00	\$ 75,000.00
Curb Inlet 10'	12	EA.	\$ 7,500.00	\$ 90,000.00
24" Type "C" HDWL	1	EA.	\$ 4,500.00	\$ 4,500.00
36" Type "C" HDWL	1	EA.	\$ 6,000.00	\$ 6,000.00
Trench Safety Plan	4,435	L.F.	\$ 1.00	\$ 4,435.00
				\$ 742,610.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 8in Blvd.	15,356	S.Y.	\$ 100.00	\$ 1,535,600.00
Subgrade Preparation	15,356	S.Y.	\$ 4.00	\$ 61,424.00
Barrier Free Ramp	1	EA.	\$ 1,500.00	\$ 1,500.00
Concrete Sidewalks	2,248	S.Y.	\$ 45.00	\$ 101,160.00
Lime (40# / S.Y.)	307.12	TON	\$ 190.00	\$ 58,352.80
				\$ 1,758,036.80

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Pavement Striping and Marking	2,250	L.F.	\$ 20.00	\$ 45,000.00
Streetlights	6	EA.	\$ 3,000.00	\$ 18,000.00
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 125,990.04	\$ 125,990.04
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 539,957.30	\$ 539,957.30
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 125,990.04	\$ 125,990.04
				\$ 854,937.37

DESCRIPTION				TOTAL COST
Earthwork				\$ 36,800.00
Erosion Control				\$ 39,466.00
Water				\$ 1,022,802.50
Storm Sewer				\$ 742,610.00
Paving				\$ 1,758,036.80
Other Development Fees				\$ 854,937.37
Contingencies (Assume 10% of Constr. Costs)				\$ 359,971.53
GRAND TOTAL				\$ 4,814,624.20

TOTAL COST PER ACRE =**\$ 1,140,906.21****Assumptions:**

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of Anna.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. The unclassified excavation quantity assumes that 350 CY of earthwork moving will be required for each lot.
13. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

EXHIBIT E-2 "ROADWAY IMPROVEMENT WESTERN ARTERIAL"

Project: City Park Heights West
120' Major Arterial
City of Anna
Collin County, Texas

Acres (Gross): 0.4
Acres (Net): 0.4

Client Name:
ATTN:

Lots: 0.0
Client #:
Job #: 005

Prepared by: Sanchez & Associates, LLC

Initials: CDR
Date: 2/28/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Clearing, Grubbing & Stripping	0.4	AC.	\$ 4,000.00	\$ 1,600.00
Unclassified Excavation	5,000	CY	\$ 4.00	\$ 20,000.00
				\$ 21,600.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	730	L.F.	\$ 4.00	\$ 2,920.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
Inlet Filters	12	EA.	\$ 350.00	\$ 4,200.00
				\$ 12,120.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
12" Water Line	730	L.F.	\$ 125.00	\$ 91,250.00
12" Water Valve	2	EA.	\$ 8,000.00	\$ 16,000.00
Fittings (1ton/1000 lf of pipe)	0.73	TON	\$ 15,000.00	\$ 10,950.00
Connect to Existing 12" Water	1	EA.	\$ 1,500.00	\$ 1,500.00
16" x 8" Tee	2	EA.	\$ 4,500.00	\$ 9,000.00
16" x 8" Cross	2	EA.	\$ 5,500.00	\$ 11,000.00
Testing (Water Pressure & Chlorination)	730	L.F.	\$ 2.50	\$ 1,825.00
Trench Safety Plan	730	L.F.	\$ 1.00	\$ 730.00
				\$ 142,255.00

STORM SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
21" RCP (Class III)	40	L.F.	\$ 95.00	\$ 3,800.00
24" RCP (Class III)	250	L.F.	\$ 100.00	\$ 25,000.00
4' Standard Storm Manhole	1	EA.	\$ 7,500.00	\$ 7,500.00
Curb Inlet 10'	2	EA.	\$ 7,500.00	\$ 15,000.00
Trench Safety Plan	290	L.F.	\$ 1.00	\$ 290.00
				\$ 51,590.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 8in Blvd.	2,920	S.Y.	\$ 100.00	\$ 292,000.00
Subgrade Preparation	2,920	S.Y.	\$ 4.00	\$ 11,680.00
Barrier Free Ramp	1	EA.	\$ 1,500.00	\$ 1,500.00
Concrete Sidewalks	730	S.Y.	\$ 45.00	\$ 32,850.00
Lime (40# / S.Y.)	58.40	TON	\$ 190.00	\$ 11,096.00
				\$ 349,126.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Pavement Striping and Marking	730	L.F.	\$ 20.00	\$ 14,600.00
Streetlights	2	EA.	\$ 3,000.00	\$ 6,000.00
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 20,184.19	\$ 20,184.19
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 86,503.65	\$ 86,503.65
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 20,184.19	\$ 20,184.19
				\$ 147,472.02

DESCRIPTION				TOTAL COST
Earthwork				\$ 21,600.00
Erosion Control				\$ 12,120.00
Water				\$ 142,255.00
Storm Sewer				\$ 51,590.00
Paving				\$ 349,126.00
Other Development Fees				\$ 147,472.02
Contingencies (Assume 10% of Constr. Costs)				\$ 57,669.10
GRAND TOTAL				\$ 781,832.12

TOTAL COST PER ACRE =**\$ 1,954,580.30****Assumptions:**

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of Anna.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. The unclassified excavation quantity assumes that 350 CY of earthwork moving will be required for each lot.
13. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

EXHIBIT E-3 "OFF-SITE WATER LINE IMPROVEMENT"

Project: City Park Height West
12" Off-Site Water Line
City of Anna
Collin County, Texas

Acres (Gross): 1.8
Acres (Net): 1.8

Client Name:
ATTN:

Lots: 0.0
Client #:
Job #: 005

Prepared by: Sanchez & Associates, LLC

Initials: CDR
Date: 3/4/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Clearing, Grubbing & Stripping	1.8	AC.	\$ 4,000.00	\$ 7,320.00
				\$ 7,320.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	4,000	L.F.	\$ 4.00	\$ 16,000.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
				\$ 21,000.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	240	L.F.	\$ 75.00	\$ 18,000.00
8" Water Valve	6	EA.	\$ 2,000.00	\$ 12,000.00
12" Water Line	3,998	L.F.	\$ 125.00	\$ 499,750.00
12" Water Valve	6	EA.	\$ 8,000.00	\$ 48,000.00
Fittings (1ton/1000 lf of pipe)	4.24	TON	\$ 15,000.00	\$ 63,570.00
Fire Hydrants (with 6" Lead)	8	EA.	\$ 7,000.00	\$ 56,000.00
12" x 6" Tee	8	EA.	\$ 2,500.00	\$ 20,000.00
Connect to Existing 16" Water	1	EA.	\$ 2,000.00	\$ 2,000.00
12" x 8" Tee	6	EA.	\$ 3,500.00	\$ 21,000.00
Testing (Water Pressure & Chlorination)	4,238	L.F.	\$ 2.50	\$ 10,595.00
Trench Safety Plan	4,238	L.F.	\$ 1.00	\$ 4,238.00
				\$ 755,153.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 27,421.56	\$ 27,421.56
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 117,520.95	\$ 117,520.95
Maint. Perm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 27,421.56	\$ 27,421.56
				\$ 172,364.06

DESCRIPTION				TOTAL COST
Earthwork				\$ 7,320.00
Erosion Control				\$ 21,000.00
Water				\$ 755,153.00
Other Development Fees				\$ 172,364.06
Contingencies (Assume 10% of Constr. Costs)				\$ 78,347.30
GRAND TOTAL				\$ 1,034,184.36

TOTAL COST PER ACRE =

\$ 565,128.07

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of Anna.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. The unclassified excavation quantity assumes that 350 CY of earthwork moving will be required for each lot.
13. This OPC assumes 40 pound per square yard for lime.

NOTE: *Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.*

FUTURE TAYLOR
BOULEVARD (80' ROW)

FUTURE MAJOR
ARTERIAL (120' ROW)

CR 827

SUBJECT PROPERTY
(204 ACRES)



SANCHEZ
& Associates

**Master Planning
Civil Engineering
Land Development**

210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
the.sanchezgroup.biz
Certificate of Registration No. F-8665

SCALE 1:1000

12" WATER LINE

**FUTURE MAJOR
ARTERIAL (120' ROW)**

12" WATER LINE

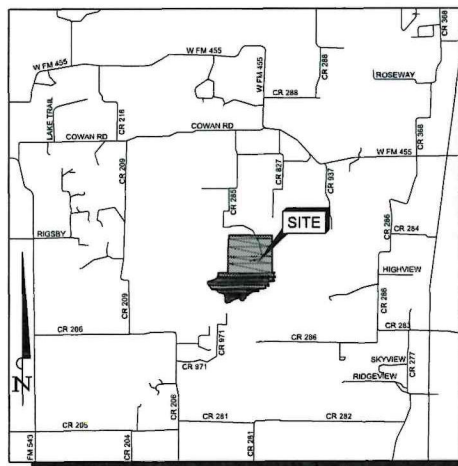
5730'

12" WATER LINE

3998'

FUTURE TAYLOR BOULEVARD (80' ROW)

CR 827



LOCATION MAP
SCALE: NTS



SANCHEZ
& Associates

Master Planning
Civil Engineering
Land Development

210 Adriatic Parkway, Suite 200
McKinney, TX 75072
Tel 469 424 5900
thesanchezgroup.biz
Certificate of Registration No. F-8665

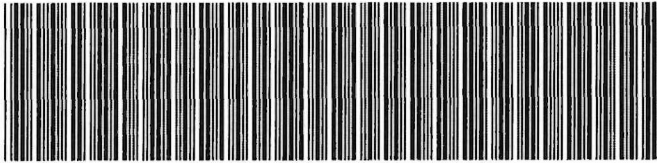
SCALE 1:1 000

AFTER RECORDING, RETURN TO:

City of Anna, City Secretary

120 W. 7th Street

Anna, TX 75409



VG-6-2024-2024000115424

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000115424

Real Property

AGREEMENT

Recorded On: September 19, 2024 10:19 AM

Number of Pages: 49

" Examined and Charged as Follows: "

Total Recording: \$213.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024000115424
Receipt Number: 20240919000284
Recorded Date/Time: September 19, 2024 10:19 AM
User: Kacy M
Station: Station 10

Record and Return To:

CITY OF ANNA
120 W 7TH ST

ANNA TX 75409



**STATE OF TEXAS
Collin County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Public Records of Collin County, Texas**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

**All Transactions Approved****Bureau: 9024389 - Collin Co, TX Clerk McKinney Office Land & Vitals**

Description or Name	Amount	Qty	Conv. Fee	Result
Fees: 2 AGREEMENTS	\$454.00	1	\$10.44	Approved
Payment ID: 100306870139				
Payment				
Total Amounts + All Fees:	\$464.44			

BILLING INFORMATION**Auth Code: 036749****EMV Details:****CARRIE LAND****MASTERCARD****Card Entry Method: Chip****AID: A0000000041010****TVR: 0000008000****IAD: 2BB26B879EC154F00012****TSI: E800****ARC: 00****Processed at 09/19/2024 10:18:57 AM CDT****LEGAL NOTICE**

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx

Legal Notice - www.certifiedpayments.net/LegalNotices.aspx



Collin County Clerk

Honorable Stacey Kemp
2300 Bloomdale Rd. Suite 2106
McKinney, TX 75071

Main: (972)548-4185 **Fax:** (972)547-5731

Receipt: 20240919000284

Date: 09/19/2024

Time: 10:19AM

By: Kacy M

Station: Station 10

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property	AG	2024000115424	49	\$213.00		
2	Real Property	AG	2024000115425	56	\$241.00		

Order Total (2) \$454.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	Credit Card	100306870139		\$454.00
Total Payments (1)				\$454.00
Change Due				\$0.00

CITY OF ANNA
120 W 7TH ST
ANNA, TX 75409

For more information about the County Clerk's office and to search property records online, please visit <https://www.collincountytexas.gov/county-clerk/>