AGENDA

PLANNING & ZONING COMMISSION
Monday, January 6, 2025 @ 6:00 PM

Council Chambers at the Anna Municipal Complex, located at 120 W. 7th Street, Anna, Texas 75409

The Planning & Zoning Commission of the City of Anna will meet on 01/06/2024 at 6:00 PM in the Council Chambers at the Anna Municipal Complex, located at 120 W. 7th Street, 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. **Overall Location Map.**

Work Session

6. Sherley Farms Presentation

Consent Items

7. Approve Minutes of the December 2, 2024, Planning & Zoning Commission Meeting
8. Approve a Resolution regarding The Woods at Lindsey Place, Phase 3, Final Plat (FP 24-0018)
   Owner: David Booth, CPA - D.R. Horton
9. Approve a Resolution regarding the Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)
   Owner: 3 BAD HOMBRES LLC

Items for Individual Consideration

10. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Urban Crossing, Block A, Lots 23R & 22R, Replat (RP 24-0006)
    Owner: Theodore Jerome Hoyt/Francisco Picuzo Cisneros
11. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 4.9± acres located on the east side of S. Central Expressway (U.S. Highway 75), 484± feet north of W. Outer Loop from the default Agricultural (AG) Zoning District Single-Family Residential (SF-20) and rezone 9.8± acres located on the east side of S. Central Expressway (U.S. Highway 75), 484± feet north of W. Outer Loop from Single-Family Residential - Large Lot (SF-E) to Single-Family Residential (SF-20). (Zone 24-0002)

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.

Owner: One Community Church

12. Conduct a Public Hearing. Consider/Discuss/Action on an Ordinance to rezone 34.7± acres located on the north side of E. Foster Crossing, 305± feet east of Pecan Grove Drive ("Property"), from Planned Development/Single-Family Residential (R-1)/Multiple Family Residential (R-4)) (Ord. No. 2002-27A) to Planned Development/Multi-Family (MF)/Local Commercial (C-1) (PD/MF/C-1). (Zone 24-0003)
Owner: Samuel Adam Stephenson

End of Meeting Items

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

14. **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 6:00 PM 01/03/2025.

_____
Lauren Mecke, Planning Manager

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.

PLANNING & ZONING COMMISSION

www.annatexas.gov

Meetings and Work Sessions

The Planning & Zoning Commission meets the first Monday of every month. Unless otherwise stated, meetings are held in the Council Chambers at the Anna Municipal Complex, located at 120 W Seventh Street in Anna, Texas. By law, meeting agendas must be made publicly available a minimum of 72 hours prior to the meeting time. The agenda packet is made available on-line on Friday afternoon/evening prior to the Monday evening meeting. An email is sent to Commissioners when the packet has been uploaded to the City's website.

Roles and Responsibilities

The seven members of the Planning & Zoning Commission serve two-year terms. The Commission reviews and acts on certain applications including site plans and plats for new development projects. In addition, the Commission regularly holds public hearings and makes recommendations to the City Council on zoning and rezoning applications, specific use permits, and amendments to zoning and subdivision regulations. The Commission is also involved in the process of updating the City's Comprehensive Plan. Additionally, the Commission serves as the Tree Board and the Impact Fee Advisory Committee.

City Council Liaisons

The Council Liaisons observe the activities of the Commission to stay informed and provide a resource at Council meetings.

Staff Liaisons & Additional Staff Contacts

The Staff Liaison is your point of contact regarding the Commission.

Council Liaisons	Staff Liaison
Kelly Patterson-Herndon KHERNDON@annatexas.gov	**Lauren Mecke, Planning Manager** LMECKE@annatexas.gov (972)924-2616 Office
	Stephanie Scott-Sims, AICP, Director of Development Services SSCOTTSIMS@annatexas.gov (972)924-2616 Office

BASIC INFORMATION FOR THE P&Z COMMISSION

THE CITY OF Anna

www.annatexas.gov

General Information

- The Planning & Zoning Commission typically meets the first Monday of every month and a schedule is created annually.
- Regular attendance is required. Attendance at each meeting is noted and forwarded to the City Council. Contact the Chair and City Staff immediately if you are unable to attend.
- Reporters from local news agencies may attend meetings and may contact commissioners. DO NOT PROVIDE COMMENT! Instead, request that they contact the City's Public Affairs Division, (214) 585-1870.

Additional Meetings as Required

- Called work sessions on Comprehensive Plan, special projects or ordinance amendments.
- Training sessions for members on general topics.
- Days may be chosen depending on Commissioners' schedules. All work sessions are held at the City Municipal Center in the Council Chambers.
- Annual half-day retreats or special topic conferences may be held with City Council. The retreats are used for teambuilding activities and discussion of general issues not related to specific development cases or projects.

Preparation Time for Regular and Additional Meetings

- The agenda packet is made available on-line on Friday afternoon/evening prior to the Monday evening meeting. An email is sent to Commissioners when the packet has been uploaded to the City's website.
- Approximate amount of time it may take to read packet and make notes: one to two hours.
- Approximate amount of time it may take to visit sites of concern prior to meeting: one to two hours.
- Approximate amount of time it may take to read information on proposed ordinance amendments and other issues and make notes: one to three hours.

PRACTICE TIPS FOR COMMISSIONERS

THE CITY OF Anna

Zoning Cases

Discretion: Broad but must have reasonable basis

Always: Consider **land use** appropriate for the various districts and make uniform and logical decisions.

Never: Make decisions that are arbitrary and capricious. Avoid "spot zoning" – zoning which varies or makes exception for particular tracts of land without justification based on the legitimate goal of promotion of health, safety, and welfare.

Zoning is "The division of a jurisdiction into districts within a jurisdiction within which permissible uses are prescribed and restrictions on building height, bulk, layout and other requirements are defined." There are two basic types of zoning petitions: changes to a property's zoning classification and amendments to the zoning ordinance text.

Special Types of Zoning

- Planned Development Districts
- Specific Use Permits

Actions on Zoning Petitions

- Public Hearings are held by both the City Council and Planning & Zoning Commission
- Planning & Zoning Commission provides a recommendation to City Council
- Legislative Action, not an administrative action
- Reasonable discretion in making decisions on zoning petitions
- May take into account testimony of the public and facts presented in the public hearings
- Regulations must rationally and reasonably advance a legitimate government purpose

Remember:

1. Land Use. Zoning is a land use issue. Decisions should be based on the legal designation of land or real property for a particular use such as commercial, industrial or residential.

2. Consider the comprehensive plan and City of Anna strategic plan when making zoning decisions. The comprehensive plan is intended to guide the future growth and physical development of a community by providing for the distribution and relationship of various land uses. The strategic plan identifies value-based principles that describe the preferred future in 15 years.

3. Specific Use Permits should only be utilized in limited situations when a land use may be appropriate in a certain location in a zoning district but not in all locations.

PRACTICE TIPS FOR COMMISSIONERS

4. Planned Development Zoning is intended to provide for combining and mixing of uses with appropriate regulations allowing flexibility in the use and design standards in situations where modification are not contrary to the intent and purpose or inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. Planned developments should not be used as a backdoor means to grant a variance.

Development Application Review (Site Plans/Plats)

Discretion: Extremely Limited

Always: Approve if it meets requirements in the plan/plat checklists and city regulations.

Never: Impose conditions greater than required by the code.

The site plan and plat process govern land development in the city. Developers must receive approval of these plans to begin development and/or sell properties.

Site Plan
The site plan review process is governed by the Zoning Ordinance and has two steps and includes the following types of plans:

- *Concept Plan
- Site Plan

Plats
The platting process is governed by the Subdivision Ordinance. There are several types of plats that the Council and Commission may review and approve:

- Preliminary Plat/Preliminary Replat
- Final Plat/Replat
- Development Plat
- Minor Plat
- Amending Plat

Commission's Actions on Site Plans and Plats

The Commission's actions on site plans and plats are considered administrative and ministerial in nature. As such, the Commission must approve these documents if they conform to all the city's ordinances and requirements. The Commission may not impose additional requirements and cannot deny a site plan or plat based on homeowner opposition.

Remember:

1. Utilize staff's expertise when decisions are based on health and safety issues, and make a record based on relevant evidence.

2. Generalized complaints by local residents are insufficient to justify denial of an application.

PRACTICE TIPS FOR COMMISSIONERS

3. Meetings between the developers and homeowners can be requested but cannot be required. Denial of the application cannot be based on the developer's refusal to meet with homeowners.

4. Approval cannot be withheld solely on conclusory allegations that the subdivision or site plan is not consistent with the character of the neighborhood if the plans meet all the applicable code requirements.

5. If it meets the standards contained in the code regulations, the Commission must approve the application.

**Concept Plans are only required in establishing a Planned Development district. Concept Plans are required to meet the city's ordinances and requirements as part of the zoning request.*

Rules & Procedures for Commissioners

www.annatexas.gov

ADOPTED NOVEMBER 9, 2010 **RESOLUTION NO. 2010-11-05**

Purpose

The City Council of the City of Anna, Texas ("City Council"), recognizes that it is desirable for there to be a uniform set of rules of procedure for conducting meetings of the City Council, boards and commission appointed by the City Council, and the business of the City Council and said boards and commissions in a sound and efficient manner;

Definitions

(a) Governing Body means the City Council of the City of Anna, Texas or any board or commission whose members are appointed by the City Council.

(b) Presiding Officer means the member of the Governing Body authorized to preside over official meetings of the Governing Body. The Mayor is the Presiding Officer at all City Council meetings. The Mayor Pro-tem or Deputy Mayor Pro-tem presides in the absence of the Mayor. Meetings of boards and commissions appointed by the City Council are presided over by a chairperson or president. The Vice Chairperson or Vice President presides in the absence of the Chairperson or President. The member of the Governing Body present with the longest tenure shall preside in the absence of any other Presiding Officer. In such cases, if two or more members of the Governing Body present have equal tenure, then the Presiding Officer shall be determined by the alphabetical order of the last names of the members with equal tenure.

Agendas

(a) Unless otherwise provided for in a Resolution or Bylaws approved by the City Council, the City Manager or the City Manager's designee shall set the agenda for all meetings of the Governing Body as prescribed in City Council Resolution 2008-01-04.

(b) Regular city council meeting agendas will include a "Public Comment" item. Under this item, members of the audience at the council meeting are permitted to address any topic relating to City business operations. The following procedures will be followed:

- The speaker will state his/her name and address for the record
- Remarks will be limited to three (3) minutes
- The speaker may address the council only one time.

Rules & Procedures for Commissioners

The Governing Body will not respond to questions or comments by the speaker, except a member may respond by making: (1) a statement of specific factual information given in response to an inquiry; (2) a recitation of existing policy in response to an inquiry.

Role of the Presiding Officer

The Presiding Officer shall fulfill the following duties:

(a) Opens the meeting on time, announces the presence of a quorum, and sees to it that the meeting follows the agenda, and all discussions are focused on agenda items.

(b) Keeps discussions focused on the matter at hand.

(c) Sees to it that all major issues are brought to the floor in the form of a motion. The Presiding Officer shall allow additional discussion on a motion once made only after a motion is seconded. If no one seconds a motion made during a meeting, it dies for lack of support.

(d) Uses reasonable measures to keep meetings from becoming unreasonably long.

(e) If discussion wanders or becomes confused, the Presiding Officer calls people's attention to the motion on the floor as a way of refocusing discussion. If it is clear from the discussion that a decision will not be made within a reasonable period of time during the meeting, the Presiding Officer may ask for a motion to table the issue to a later meeting.

(f) The Presiding Officer may authorize a member of the public to speak regarding a duly noticed agenda item under appropriate circumstances and shall ask the speaker to limit remarks to 3 minutes.

Rules for Discussion and Debate

(a) Direct all remarks to the Presiding Officer, and only after being recognized by the Presiding Officer. Only one member of the Governing Body may speak at a time and must do so at a volume that is audible to the other members and other attendees of the meeting. There shall be no side discussion or debate during a meeting.

(b) A member of the Governing Body shall stop speaking when the Presiding Officer finds it necessary to speak but may seek to be recognized to continue to speak.

Rules & Procedures for Commissioners

(c) A member of the Governing Body shall confine remarks to the issue being discussed and shall not communicate with members of the audience unless: (1) it is during a public hearing and the member is addressing an audience member who has been duly authorized to speak; or (2) the Presiding Officer has recognized an audience member to speak and the member of the Governing Body has also been recognized to speak.

(d) Members of the Governing Body should avoid using other members' names when referring to issues and positions under debate and should avoid attacking other members' motives.

(e) Members of the Governing Body should avoid personal attacks and offensive comments and shall not use obscene language.

(f) The Presiding Officer should warn a member about a serious offense the first time it happens (for example—personal attacks, use of obscene language, etc.).

(g) Any type of recording device, whether audio or video, even if turned off, may not be taken into a room or area where any part of an executive session discussion is being held.

Rules for Public Hearings

(a) Public hearings will be conducted as follows:

(1) The Presiding Officer or Presiding Officer's designee will provide a summary report and recommendation as appropriate on the agenda item.

(2) The petitioner/applicant, if any will be offered an opportunity to discuss the petition/application prior to other public comment.

(3) The petitioner/applicant will state his/her name and address for the record and will be limited to three (3) minutes do discuss the item.

(4) Other persons wishing to speak during the public hearing will be offered an opportunity and shall state their name and address for the record.

(5) All other persons wishing to speak during the public hearing will be limited to three (3) minutes to discuss the item and may speak only one time on a public hearing item.

(6) The petitioner/applicant, if any, will be offered an opportunity to respond to comments or questions from the Governing Body but will be limited to not more than three (3) minutes unless the Presiding Officer permits additional time.

Rules & Procedures for Commissioners

(7) If an agenda item does not include a public hearing, it is the discretion of the Presiding Officer to allow public comment. If public comment is permitted, the procedures outlined in this section will pertain.

(8) The Presiding Officer may change the time allowed to individuals to speak regarding an item on the agenda. However, in order to provide for efficient, effective, and orderly conduct of the meetings, such changes will be allowed only under unusual conditions.

Rules for Motions

(a) Making Motions.

(1) Maker must be recognized by the Presiding Officer before making a motion.

(2) Maker then states, "I move…"

(3) A second to the motion is required.

(4) The maker of the motion has the right to speak first during the discussion.

(5) The maker also has the privilege of speaking last before the vote.

(6) The Presiding Officer recognizes each person before he or she speaks.

(b) Amending Motions

(1) Maker must be recognized by the Presiding Officer before making a motion to amend.

(2) To Amend a Motion:

a. Requires a second from the member of the Governing Body who seconded the original motion.

b. Motion is considered amended upon a second from the member of the Governing Body who seconded the original motion.

(c) Tabled Motions

(1) Maker must be recognized by the Presiding Officer before making a motion to table.

(2) To Table a Motion:

a. Requires a second.

b. No debate is allowed.

c. No amendments to the tabling motion can be made.

d. Majority vote is required to pass the tabling motion.

e. A motion to table must set a definite date for reconsideration to take place at a duly noticed public meeting.

f. The City Manager or the City Manager's designee shall place the item on a future agenda in accordance with a motion that tabled the item. At the future meeting upon which the tabled item is placed, the item shall automatically be taken from the table for consideration in accordance with said future agenda.

(d) Motion to Take No Action.

(1) Maker must be recognized by the Presiding Officer before making a motion to take no action.

(2) Taking No Action:

a. Requires a second.

b. The maker of the motion has the right to speak first during the discussion.

c. The maker also has the privilege of speaking last before the vote.

d. The Presiding Officer recognizes each person before he or she speaks.

(e) Motion to Adjourn

(1) Maker must be recognized by Presiding Officer before making a motion to adjourn.

(2) To Adjourn a Meeting:

a. Requires a second.

b. Not debatable.

c. Cannot be amended.

Rules & Procedures for Commissioners

d. Majority vote is needed to pass.

Open Meetings Act

Notwithstanding any provision of these rules, all meetings of the Governing Body shall comply with the Texas Open Meetings Act.

Rules of Dress and Decorum

(a) During all official meetings of the Governing Body, members shall observe a business causal dress code which shall at minimum include the following:

(1) Males will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks. Males shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, opened toed shoes, hats, and non-prescription glasses.

(2) Females will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks, or a skirt, and appropriate dress shoes. Females shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, hats, and non-prescription glasses.

(b) During official meetings of the Governing Body, members shall not use tobacco products including smokeless tobacco.

SAMPLE AFFIDAVIT

THE STATE OF TEXAS **§**
§
COUNTY OF _____ **§**

I, _____(*printed name of affiant*), a local public official, make this affidavit and hereby on oath state the following:

I have a substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by an action contemplated by the City of _____

The business entity or real property in which I have a substantial interest is: [*name and address of business and/or description of property]*_____
_____
_____

I or a person that is related to me within the first degree of consanguinity (blood) or affinity (marriage) as defined by state law has a substantial interest in this business entity or real property for the following reasons [*circle all that apply*]:

(1) own 10% or more of the voting stock or shares of the business entity;
(2) own 10% or more of the fair market valued of the business entity;
(3) own $15,000 or more of the fair market value of the business entity;
(4) receive from the business entity funds that exceed 10% of _____ [*my, his, her*] gross income for the previous year;
(5) have/has an equitable or legal ownership of real property with a fair market value of $2,500 or more.

Upon filing of this affidavit with the official record keeper of the city, I affirm that I shall abstain from voting or further participating in any matter involving the business entity or real property, unless allowed by law.

Signed this _____ day of _____, 20____

_____
Signature of Affiant

_____
Affiant

BEFORE ME, the undersigned authority, this day personally appeared _____ _____ [*name of affiant]* and by oath stated that the facts herein stated are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME before me on this _____ day of _____ _____, 20____.

_____
Notary Public in and for the State of Texas

My commission expires: _____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Chapter 2
Ethics and the Planning Commissioner

Carol Barrett, FAICP

This chapter discusses and provides examples of how a Planning Commissioner can make complex decisions while being fair, equitable, and ethical. It provides information on the sources for ethical guidelines, paritcularly for the code of ethics and local ordinances. It establishes a framework and foundation for ethical planning officials and provides background on Texas law, in regards to conflict of interest. It defines common biases that impact ethical behavior and point to serious concerns about ethical misconduct. Specifically, in this chapter you will learn whether you can meet individually with applicants to hear about their project, whether you should take a tour of a project site with an applicant, if you can discuss pending development projects at your neighborhood association meeting, if friends and neighbors can offer their opinions about pending projects, what to do if a good friend has a project before the Planning Commission, and to do the job of a Planning Commissioner in a way that promotes fairness and objectivity. The following attachments are available at the end of the chapter to be used as reference guides and resources:

Attachment A: Ethical Principles in Planning, AICP
Attachment B: AICP Code of Ethics and Professional Conduct
Attachment C: By-laws for Planning and Zoning Commission, City of Collinsville, TX
Attachment D: Planning and Zoning Commission: Participating at Public Hearings, City of Arlington
Attachment E: Example Planning Commission Meeting Brochure, City of San Gabriel
Attachmnet F: Public Services Values, The Institute for Local Government

INTRODUCTION

"A prominent example of the appearance of a conflict came this past June when a planning commissioner recused herself, left the dais, then presented on a project to her colleagues. She said she had no recourse, since she is the only employee of her firm."

Yikes. The sentence above comes from a local newspaper recounting a series of on-going ethical lapses in a City. In this instance, applicants may well perceive a "pay to play" rule. If you want favorable consideration by the Planning Commission, you have to pay a Commissioner or the Commissioner's firm. This kind of behavior is wrong for a number of reasons which are discussed below. While an extreme example, it is not an isolated one. Planning Commissioners regularly face ethical questions. Thinking about those ethical questions and possible responses ahead of time prepares you to make an informed decision when confronted with an ethical challenge. That's the purpose of this chapter: to give you tools for ethical decision-making.

The purpose of this chapter is to give you tools for ethical decision-making

Let's step back for a second. What is ethical behavior? Expressed in a straightforward manner, ethical behavior is what you ought to do as a Planning Commissioner. It's treating others as you would wish to be treated. It's the kind of conduct that makes the world a better place.

Ethics is particularly important in public service. As a Planning Commissioner, you have been given significant authority and you are expected to use that authority with integrity. You make decisions about what can and cannot happen in your community. You make recommendations about how to spend city money, some of which comes from local taxpayers. If the Planning Commission is to do its job properly and address the challenges confronting most communities, public trust and confidence is vital. High ethical standards are required to secure and maintain public trust that is essential to the planning process and to good government.

What are common ethical questions that Commissioners need to answer?

- Can I meet individually with applicants to hear about their project?
- Should I take a tour of a project site with an applicant?
- Can I discuss pending development projects at my neighborhood association meeting?
- Can friends and neighbors offer me their opinions about pending projects?
- What happens when my best friend has a project before the Planning Commission?
- How can I do my job as a Planning Commissioner in a way that promotes fairness and objectivity?

SOURCES FOR ETHICAL GUIDELINES

Most planning officials often operate according to an unwritten, personal code of ethics. As a new planning commissioner, you know yourself to be honest in you day-to-day dealings with friends and family and you are reliable in your professional life as well. Therefore, you assume that the way you deal with ethical questions that come up as a planning commissioner will be honest as well. Most people have convictions about what is right and wrong based on religious beliefs, culture, family teachings, lessons learned in life, laws, and habits. These values may vary among your fellow commissioners. For example, loyalty to friends and family may conflict with one's responsibility to serve the public interest. Religious beliefs and culture are also a source of continuous historical disagreement over all kinds of matters. To help your Planning Commission operate consistently and fairly, a more uniform frame of reference is needed.

Codes of Ethics

This chapter can help you understand some of the more universal behavior standards for planners and planning officials so you are better prepared to think through what your response should be when ethical issues arise. The American Planning Association has adopted a Statement of Ethical Principles to help planning officials understand basic ethical expectations (See Attachment A). This Statement was prepared and adopted to provide guidance to planning officials. There is also a Code of Ethics for professional planners who have passed an examination and are members of the American Institute of Certified Planners. Their Code is also included for your reference as Attachment B. Finally, as a planning commissioner you will work with professionals from various disciplines – architects, engineers, and landscape architects for example. Like the planers, each profession has a Code of Ethics. They are not all attached here but can easily be researched on line.

Local Ordinances

In many communities and some states, there are adopted ordinances and laws governing aspects of the conduct of Planning Commissioners, especially with respect to conflict-of-interest. These materials should be provided to you by staff and covered in regular training so that you are familiar with them.

The general conflict of interest laws for Texas city officials are found in chapter 171 of the Local Government Code. It includes standards for determining when a local official has a conflict of interest that would affect his or her ability to discuss, decide or vote on a particular item. Chapter 171 conflict of interest provisions apply to all local public officials which includes planning commissioners. The Office of the Attorney General has an excellent publication that you can download from the internet. Commissioners should remember that these state requirements define the legal minimum, not what may be ethical.

General conflict of interest laws are found in chapter 171 of the Local Government Code

LAYING THE GROUNDWORK FOR ETHICAL PLANNING OFFICIALS

Serving as a planning official is not easy, especially in the face of public cynicism regarding the motives of community leaders. And then there are all the newspaper articles documenting various degrees of incompetence or corruption in the public sector. Some people will automatically assume that a level of malfeasance applies to you as a commissioner as well. Plus, your work as a commissioner is hard. You have to prepare for meetings by visiting sites and studying agenda packets which arrive only days before the meeting. You have to attend meetings which can run on for hours and listen to criticism, some of which may be ugly and very personal. But there are things that you and your community can do to help shape the public's perception about the values which underlay your decisions as a commissioner.

Elected Officials Should Appoint Good Planning Commissioners

A good Planning Commissioner is more than someone who can avoid financial conflicts of interest. A good commissioner knows a lot about the community and brings special expertise to the Commission. A good Commissioner should also have:

- An open mind to listen to new ideas from applicants, from other commissioners, and from staff.
- An ability to see both the strengths and weaknesses of the proposals.
- Critical thinking skills leading toward finding solutions.

- A willingness to spend the time required to study materials.
- An ability to manage other commitments so that attendance is regular.
- A commitment to making the process fair to all.
- A degree of independence in making choices and recommendations.
- Faith in the future and the ability of the community to shape that future.

Once you are a Planning Commissioner, you can help the elected officials to make good appointments by serving as a talent scout. You should be on the lookout for others in your community who would make good commissioners and share that information with your Mayor or planning director.

Planning Commissioners Should Have Regular Training

All new commissioners need an extended orientation to the work of the commission and the status of planning and development in your community. There should also be an ethics component of that training as well. An annual training event focused on the specific challenges in your community should be something you can request and help plan. Ethics should always be included among the topics to be covered. The community should budget to send planning commissioners to training sponsored by the Texas Chapter or other organizations whose work is relevant to your efforts as a volunteer.

If you are having problems as a Commission because one or more of your fellow Commissioners are not pulling their own weight, you can suggest training for the entire Commission that will make clear the expectations for conduct and effort. Working with your planning director can help make the training productive and relevant. In many cases, there are often other Planning Commissioners from nearby jurisdictions who can help set the ground rules and expectations. And the voice of a colleague always carries great weight. If your Planning Director doesn't have suggestions, the Texas Chapter will. The Chapter can be contacted online at http://www.txplanning.org/.

Planning Commissions Should Have Ground Rules

Everyone has the right to due process, fairness, and equity

Every commission needs bylaws, written rules of procedures, and a statement of the ethical principles which will guide their work. Together, these documents provide assurance that everyone who interacts with the commission has rights -- due process, fairness, and equity. By-laws and rules of procedure tell people what to expect and help make work with the planning bodies more productive. They also set the benchmark for fair, ethical, and prompt deci-

sions. If the process itself appears fair, there will be a much higher degree of confidence in the decision itself. By-laws and public hearing procedures from the City of Collinsville (Attachment C) are provided for your information.

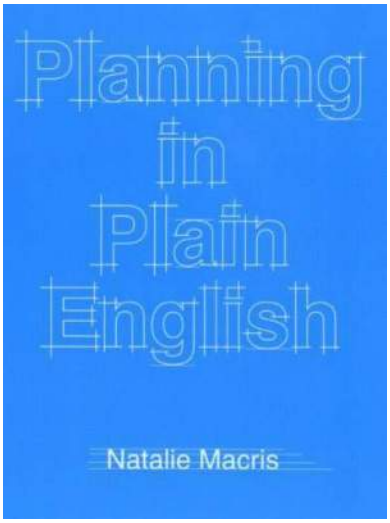
It is also useful to community members to have an easy reference guide for how meetings will work written so that it can be easily understood. If you have this kind of information readily available, it will encourage the community to understand that you value their ideas and that the process is arranged so that they have an opportunity to make their point of view known. A sample Arlington, Texas (Attachment D) and one from the City of San Gabriel, California (Attachment E). The latter is always at the table outside the meeting room with agendas and includes background information on the Planning Commission as well as public hearing testimony procedures.

Finally, on evenings when there will be public hearings, the Commission Chair (or his/her designee) can briefly review the procedures so that those in attendance understand when they will be able to speak. All of this effort is directed toward making the work of the Commission transparent which is a core ethical value for public sector decision-making.

Planning Staff Should Use Standard Planning Procedures to Ensure Full, Open Consideration

Standard planning procedures help planning commissioners do their job in an ethical manner. Standard procedures also help ensure that issues will be properly aired without undue influence either in fact, or in appearance. That is a key component of ensuring the reputation of your Commission – it must both act fairly and be perceived as acting fairly.

Standard procedures lay out information that the applicant can rely on in moving a project forward; and that makes it clear to the community how and when they will be able to participate in the deliberative process. The value of transparency – the public can see and participate in what is going on – is best achieved through standard procedures. Planning Commissions should operate from posted agendas (a staff responsibility to prepare and post) and follow those agenda. Following the agenda is important because of the right of the public to address the Planning Commission. If items are taken up in a random order it makes it hard to know when to come to the meeting. That doesn't mean that the agenda can't be revised at the meeting itself. For example, if a larger number of citizens are in attendance for a single agenda item,



From time to time, even the best planners lapse into plannerspeak which is not always completely intelligible in staff reports. See below.

Version 1: It is the determination of City staff that there is a possibility of associated increases in traffic noise if this project is approved and constructed.

Version 2: City staff believe this project will increase traffic noise.

This example is from Planning in Plain English by Natalie Macris. It should be required reading in every planning agency.

then the Commission is likely to move that item up earlier in the meeting to allow the community to participate and get home earlier. Another aspect of agenda management is the language used to describe the work to be done. You and staff can work together to makes the agenda as straightforward as possible. Here is an example:

> PRJ12-00276 – ZON12-00043. APPLICANT: ORANGE COUNTY EMERGENCY PET CLINIC; PROPERTY OWNER: JEFFREY I. GOLDEN.
>
> A request for a Conditional Use Permit to operate an after-hours emergency pet clinic per FMC 15.30.030 on property located at 3920 N. Harbor Boulevard (generally located between 420 feet and 520 feet south of Imperial Highway). (C-2- zone) (Staff Planner: Elaine Dove)
>
> ← This is a clear project description
>
> ← How do I contact the planner if I have questions?

Here is another example which also has some good aspects but still needs a bit more work as noted.

> **Rezoning: C814-2012-0160 – 211 S. Lamar**
> *Location:* 211 S. Lamar Boulevard, Lady Bird Lake Watershed, South Lamar Combined NPA
> *Owner/Applicant:* Post Paggi, LLC (Jason Post)
> *Agent:* Winstead PC (Amanda Swor)
> *Request:* CS & CS-V to PUD
> *Staff Rec.:* **Recommended**
>
> *Staff:* Lee Heckman, 512-974-7604, lee.heckman@austintexas.gov
> Planning and Development Review Department
>
> ← What do the letters "NPA,CS & CS-V to PUD" stand for?
>
> ← Noting the staff recommendation is useful
>
> ← Including staff contact information is very helpful

In general, the Commissioners can only discuss and act on items included in the posted agenda. Commissioners can ask to have items added to the agenda. In fact, "Items from the Commission" should be a regular item on your agenda so that everyone is reminded of this opportunity.

Example: A resident comes to the podium during citizen comment to report that the conditions of approval for a project are not being adhered to and that the quality of life for the residents on her block has been substantially degraded as a result of the Planning Commission approval several months ago. She demands that the Commission do something to solve the problem immediately because, in her mind, the Commission caused the problem and she needs her sleep.
Answer: Commissioners should refrain from discussing the project by asking for examples of problems and considering whether the conditions of approval are being met. Instead the Commission can thank the citizen, ask staff to meet with the citizen, and place the item on an upcoming agenda for more detailed consideration. Staff should be encouraged to work directly with the applicant to address the issues of concern as soon as possible.

Standard procedures also include the quality of staff work and the schedule for planning commission packet delivery. If commissioners are expected to provide thorough and diligent services, they need relevant information on a timely basis. If the commissioners seek to support community involvement in planning, then the work has to be organized so that residents can find out what is going on and can make their points of view known. You should feel free to suggest to staff ways to organize and present the information so that it is useful to your decision-making. If you look at the web sites of other cities, you may see ideas for staff reports that you like. And don't hesitate to request that staff reports be written in plain English.

Commissioners should be able to request information that will supplement staff work when they have questions. All such information should be provided to all of the Commissioners, even when requested only by one. You will have a better decision-making process if you ask your questions ahead of time so that staff can do the necessary research. Of course you can ask questions of both staff and applicants at the meeting, but if you wait to raise major issues until the public hearing, you may well end up delaying action when that is not your intention. When information is distributed for the first time during the public hearing, copies should be made available to the public.

Ethics ordinances tend to regulate:

1. Activities that require disclosure such as sources of income

2. Behavior that is prohibited

ACTING ETHICALLY: Planning Commissions Should Know Where Ethical Guidance Can Be Found

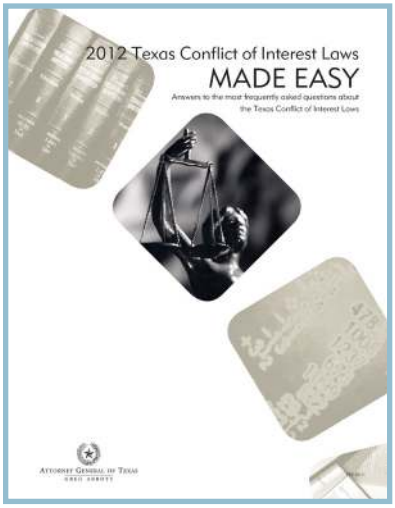
Ethical standards for planners and planning officials have been promulgated by the American Planning Association and the American Institute of Cer-

tified Planners. The text of both is attached. There may also be local ethics ordinances which regulate behavior and although these may pertain to the planning commission. Ethics ordinances tend to regulate two things: activities that require disclosure such as sources of income; and behavior that is prohibited. There may be quite a bit of overlap between the standards of the APA and local ordinances. For example, a prohibition against soliciting or accepting gifts is a common element.

Example: Can a planning commissioner accept a bottle of wine as winter holiday thank you from a local architect?
Answer: Yes. Commissioners should not solicit or accept items of a value great enough to affect their judgment. Items that can easily be consumed fall outside of influencing behavior. The prohibition against taking gifts applies in the circumstances where a reasonable person might think the commissioner's judgment had been impaired. A single bottle of wine is only a token. However, if the architect had a project pending before the Commission, even a single bottle should not be accepted.

Example: Can a planning commissioner accept a case of wine as a winter holiday thank you from a local architect?
Answer: No. See above.

Example: Can a planning commissioner accept two free weeks at a local developer's condo on the beach in California?
Answer: No. See above. Accepting such a posh offer would leave people with the impression that you were indebted to the developer and that your decisions would be affected by your sense of owing something to another person.



Check out the Attorney General's website at www.oag.state.tx.us/AG_Publications/pdfs/conflict_easy.pdf for more information.

State Law in Texas Regulates Conflicts of Interest

Planning Commissioners need to be familiar with Chapter 171 of Texas Local Government Code. It governs the conduct of planning officials who make decisions that are more than advisory. The law addresses potential conflicts of interest by local officials. The law seeks to prevent public officials from having dealings with their governmental bodies if they would derive a personal benefit. The law requires disclosure and abstention when it is time to vote if there is a substantial financial interest.

Texas Local Government Code Chapter 171 defines substantial interest as:

(a) Owning 10% or more of the voting stock or shares or an ownership of

$15,000 or more of the fair market value of the business;
(b) Receiving funds from the business exceeding 10 percent of the commissioner's gross income from the previous year;
(c) Having an interest in real property that is either equitable or legal ownership with a fair market value of $2500 or more;
(d) Being related by marriage or ancestry or affinity to someone who has an interest as described above.

The national codes of APA and AICP also address conflict of interest, but call for a higher standard — even the appearance of a conflict of interest should be avoided. Sources of financial conflict-of-interest can also include loans and gifts as well as a less than direct financial benefit.

Example: A realtor sits on the Planning Commission and from time-to-time, his broker appears before the Planning Commission to seek a zoning change on behalf of a client. Can the realtor vote on these requests?
Answer: According to the APA's Statement of Ethical Principles, because securing a change in the zoning is often a contract contingency, the realtor has a financial interest in working for a successful broker. The realtor should declare the potential conflict of interest and not participate in the discussion. However, according to Texas Law, this would not be a conflict of interest.
But laws are only minimum standards. The laws define what one must (or must not) do, not what one ought to do.

Sometimes Planning Commissioners overlook disclosure obligations related to charitable fundraising. The theory is that the public has a right to know if someone is contributing to your favorite causes. The assumption is that the donations are made to establish a special relationship with you. Or worse, what if a donor believes that if she or he fails to give, there will be negative consequences? As a Planning Commissioner, you need to be sensitive to these issues. Charitable donations can also be viewed as a version of "pay to play." That perception is damaging to the public's faith in the fairness of your decision-making.

Planning Commissions Should Adopt Ethical Standards

Your community should know that you have ethical principles that will be used in decision-making. These standards may already be in place (local ordinances and charter) or you may need to draft and adopt them. The APA

Additional guidance can also be derived from your local ethics ordinances. In the case of one Texas city, the Municipal Code states:

> *It is the policy of the City of that all city officials and employees shall act and conduct themselves both inside and outside the city's service so as to give no occasion for distrust for their integrity, impartiality or of their devotion to the best interest of the City and the public trust which it holds.*

That kind of a standard would prohibit voting by the realtor in a rezoning request made by his or her broker.

Statement of Ethical Principles has already been suggested for consideration. In summary, the Statement identifies the following ethical principles:

A. Serve the public interest.
1. Recognize the rights of citizens to participate in planning decisions.
2. Give citizens full, clear, and accurate information.
3. Expand choice and opportunity for all persons.
4. Assist in the clarification of community goals.
5. Ensure that information available to decision makers is also available to the public.
6. Pay special attention to the interrelatedness of decisions and the long range consequences of present actions.

B. Strive to achieve high standards of integrity and proficiency.
1. Exercise fair, independent, and honest judgment.
2. Publicly disclose any personal interests.
3. Define personal interest broadly.
4. Abstain from participation in a matter in which you have a personal interest and leave the chamber when the matter is being deliberated.
5. Seek no gifts or favors.
6. Abstain from participating as an advisor or decision maker on any plan or project in which you have previously participated as an advocate.
7. Serve as advocates only when the objectives are legal and serve the public interest.
8. Not participate as an advocate on any plan or program in which you have previously served as an advisory or decision maker except after full disclosure and in no circumstance earlier than one year following termination of the role as advisory or decision maker.
9. Not use confidential information to further a personal interest.
10. Not disclose confidential information.
11. Not misrepresent facts or distort information.
12. Not participate in any matter unless prepared.
13. Respect the rights of all persons.

These principles are aspirational in nature and they seek to inspire voluntary commitment through appeals to conscience. They are a positive obligation. There are no sanctions for failing to comply nor is there any regulatory scheme.

If APA's Statement seems too detailed for your community, you can always consider something shorter. A quick check of the web will turn up a number of examples. Another example is provided in Attachment F. It deals in behavior and not outcomes and includes no prohibitions. Instead, it focuses how one behaves based on values. Adoption of this type of an ethics statement could promote healthy dialogue among the Commission. At the other end of the continuum we have the following statement adopted by another Planning Commission as their own version of a Statement of Ethical Principles:

> *We listen carefully to applicants and the community while collaborating effectively with staff to achieve sound decisions and recommendations to the City Council. We demonstrate a commitment to the highest standards of fairness and honesty.*

In reality, the actual language finally adopted is less important than the discussion that will surround the adoption. A conversation with planning colleagues will clarify points of differing interpretation. Adopting ethical standards will also advise the community that there are principles upon which they can rely. Indirectly, you will be putting people on notice that certain forms of conduct are not acceptable. Finally, once you have an adopted statement of ethical principles, it can easily eliminate the need for debate about personalities or individual proclivities. A short statement can simply be made referring to the adopted Statement and how it either encourages or precludes certain forms of conduct.

The Decisions Made by Planning Commissions Should Reflect the Adopted Ethical Principles

Planning commissions should be attentive to every point of view laid out at a commission meeting: property owner rights; equitable procedures; opinions of residents; and sustaining the environment, etc. To sort through the plethora of information and arrive at the best decision, the commissioner needs to ask herself "What decision will promote the entire community's best interest over time?"

The commissioner needs to ask herself "What decision will promote the entire community's best interest over time?"

Commissioners should also be attentive to the integrity of the planning process. Decisions should be based upon full information. This information should be discussed in an open forum where it can be debated. Certainly planning reports, studies, and other records should be available to persons on either (or any) side of an issue. Other meetings or communications a commissioner may have received which are related to a proposed decision must be

noted at a public hearing to ensure full information, comments, and rebuttals as appropriate. If a Commission conducts its business in a consistent and open manner, then the community will have more faith in the process.

Applicants Deserve Fair Decisions Made in an Un-biased Manner

Basic common law provides that Commissioners exercise the power of office for the benefit of the public and not for their private interests. The Constitution lays out due process principles that require the decision-makers to be fair and impartial when sitting in a quasi-judicial capacity on matters such as variances which require findings to be made.

What constitutes bias? Bias arises from having a personal or financial interest in the outcome. For example, one court found a council member was biased and should not have participated in a decision about new construction which would block the member's view of the ocean. There could be a personal bias based on well-known animosity toward an individual. Strong personal loyalty could also constitute a bias. If, for example, your best friend since kindergarten applied for a variance to the setbacks for her home, you could be perceived as biased in favor of the proposal. Another form of bias could come from your belief system or ideology. A Commissioner might find a proposal to approve a Conditional Use Permit for a Planned Parenthood clinic provoking a strong reaction if the Commissioner opposed education about contraception for teenagers or abortions. Another form of bias can result when information received outside of the meeting influences your thinking. All communications about the project (pro and con) should occur in the context of the noticed hearing. See the discussion of ex-parte communications which immediately follows.

Why is it a problem when information is communicated to you outside of a meeting?

- Not everyone has the same information
- The applicant cannot respond, if accusations are made
- You can't readily assess the accuracy of the information by seeking confirmation from staff
- It violates the perceived fairness of process if special information has been conveyed to a subset of the board membership

Ex-parte communications

Ex-parte communications are those that occur outside of the formal meeting. These kinds of communications can undermine your efforts to establish a reputation for Planning Commission fairness.

Some Planning Commissioners insist that they are comfortable with receiving communications from the projects' neighbors of other concerned citizens. They believe being open to community input is part of their job. Those members explain that they report the ex-parte communications prior to the beginning of the official meeting. But disclosing may not be enough. You can't easily convey the full text of information received or the way you may have

been influenced.

Site visits are a form of ex-parte communication. However, they are desirable. They can take the form of individuals driving by a site, or exploring it alone on foot. Some communities chose to organize group visits with staff. Because you may have a quorum of Planning Commissioners present, such site visits should be posted as a public meeting. Staff should prepare a brief write up of the visit for the public record. While on the site, board members should maintain an open-minded frame of mind and refrain from offering opinions to the property owner who is likely to be present.

> **Example:** Can a planning commissioner receive information or explanations from an applicant outside of the regular meeting?
> **Answer:** If the information is designed to influence the thinking of the Commissioner, the information should be presented in a public meeting. It should be in writing and should be part of the official public record.

Commissioners must give serious consideration to stepping aside and not participating when reviewing projects if they have listened to community input and have already determined the proper outcome in advance of receiving the evidence.

Serial Meetings

A serial meeting occurs when a series of communications among board members results in a debate and discussion of a pending item or policy. Serial meetings may be prohibited by state or local ethics codes. Whether precluded or not, they should be avoided. Serial meetings are the product of high technology, particularly e-mail. Meetings where decisions are made have to be conducted in public. E-mails about pending matters should be avoided.

> **Example:** Can the staff send a notice to all the Planning Commission advising them that a long desired development project has been dropped from the agenda at the request of the applicant?
> **Answer:** Yes. No discussion of pros or cons should be undertaken. No replies should be sent.

> **Example:** Can planning commissioners send e-mails using the "reply to all" feature speculating why the applicant made the decision and what, if anything, the commission can do as a group to help get the project back on track?

Social Media and Serial Meetings:
The general rule is that a majority of the Planning Commissioners cannot use the Internet to communicate with each other about Planning Commission business. Many web sites present information or ask questions and individuals make comments or ask questions which are called postings. Multiple Commissioners cannot post or comment on others postings on Planning Commission business. If they do, then they are debating the public's business outside of the public meeting. This is a no-no. This does not mean that one-way communications like blogs are limited. Blogging can be a good way to get the work out, especially in a time of declining newspaper readership.

Answer: No. The commission would be discussing a topic with the intention of arriving at a consensus to guide future public action outside of a public meeting.

Separate communications with decision-makers to answer questions are acceptable. But those communications cannot have content which includes information about the position of other decision-makers. Commissioners should avoid all forms of communication that could result in an agreement by the Commission or a subset of Commissioners about what to do outside of a public meeting. This guidance does not preclude Commissioners from being present at the same social event or attending a training conference. It simply means that while at those events the Commissioners cannot meet to discuss the public's business.

Exchanging Votes

We've already covered the ethical standards that prohibit Planning Commissioners from soliciting or receiving bribes/gifts in exchange for their votes. Commissioners cannot give their vote in exchange for another public official's vote. Vote trading is a form of quid pro quo (this for that). Engaging in this kind of behavior compromises the decision-making process. Outcomes other than what is best for the public are being treated as what's most important when votes are traded.

Civility

It is to be expected that people will disagree about planning projects. The disagreement itself is not a bad thing; it is how the disagreement is expressed that holds the potential for problems. Many issues that come before the Planning Commission will involve controversy. But if it appears that the personalities and not the merits of the proposal are holding sway, the public will rightly doubt the wisdom of the outcome. The City of Collinsville (See Attachment C) has adopted procedures calling for civil conduct and outlining what will happen when there is a lack of order. See excerpts below.

Article 16: Conduct of Persons Before the Planning Commission

- *During all public hearings and working sessions, members of the public shall be given equitable opportunity to speak. Comments should be addressed to the item before the planning commission. Where a comment is irrelevant, inflammatory, or prejudicial, the chairperson may instruct the planning commission to "disregard" the comment, which nevertheless may, at the discretion of the board, remain in the public record.*

- *During all regular and emergency meetings of the planning commission, the public may be present but shall remain silent unless specifically invited by the chairperson to provide comment.*
- *During all planning commission proceedings, members of the public have the obligation to remain in civil order. Any conduct which interferes with the equitable rights of another to provide comment or which interferes with the proper execution of commission affairs may be ruled by the chairperson as "out-of-order" and the offending person directed to remain silent. Once having been so directed, if a person persists in disruptive conduct, the chairperson may entertain a motion to "eject" the person from the planning commission hearing or meeting. Where the person fails to comply with the successful motion to eject, the chairperson may then call upon civil authority to physically remove the individual from the chamber for the duration of the hearing or deliberation on that item.*

The advantages of having these procedures in place ahead of time is that it saves people the stress of trying to decide in the middle of an especially angry and contentious meeting what to do next. It also sets a reasonable standard to which Commissioners can refer when the shouting and the insults become untenable. Ejecting people should be avoided if at all possible, especially because law enforcement personnel rarely attend Planning Commission meetings. Nonetheless, there are occasions when the Police should be invited to attend and be prepared to "invite" unruly members of the public to leave the Planning Commission meeting chambers. For example, you may have residents with mental health issues attending meetings and threatening those who disagree with them. In one City, vague threatening statements were made at a neighborhood meeting. At the end of the meeting, when City staff left, they learned that all of their cars had been keyed. When people don't feel safe or respected at meetings, it is appropriate to take actions to restore civility. If it is a group rather than an individual causing the disruption, then the room may be cleared. Members of the media must be allowed to stay. Discussion can only take place on items posted on the agenda.

Besides removing disruptive individuals, another way to encourage civil behavior is for the Planning Commissioners to lead by example. If the Commission consistently demonstrates courtesy and respect it can help to tone down some of the rhetoric. Put simply, the Commission must avoid criticism of individuals and their motivations. The Commission's deliberations must focus on the merit of the proposal. While the Planning Commission Chair

can encourage everyone to behave in a civil manner, the Chair cannot stop people from expressing their opinions or criticizing the action of the Commission or others.

The Commission's agenda must provide an opportunity for the public to address the Commission on any item of interest to the public within the Commission's jurisdiction. The Planning Commission may adopt reasonable regulations to ensure that everyone has an opportunity to be heard in an orderly manner. This includes time limits which can help ensure that the Commission can complete its work. The time limits should not be so short that the public's position cannot be readily understood, for example thirty seconds.

Individual Planning Commissioners Should Be Prepared to Address Ethical Challenges

Most ethical challenges fall into one of two categories: Balancing two things that are both right or doing the right thing even when it may be costly to you personally or politically. For example, you might feel an ethical challenge when doing the right thing might jeopardize your appointed position – voting against a project championed by the Mayor. Or a vote may jeopardize a valued personal relationship. While it may be a hard decision, it is also easy in the sense that the right thing to do is obvious. It is accepting the cost which is onerous. Ethical provisions require that you do what is best for the public interest. This responsibility trumps your own personal interests and friendships. The other kinds of ethical challenges – deciding between competing public good or two rights – are more difficult. The one right thing to do is not so obvious. Should you approve a project that will generate badly needed additional sales tax revenue even though it will increase traffic impacting residents when there are no feasible mitigations?

Here are several steps to follow to help resolve and ethical problem.

1. Stop and define the problem. Avoid the temptation to go along to get along. Take the time to make sure you can clearly express, at least to yourself, what are your misgivings.

2. Collect the facts. Who is involved? How credible is the information you've been offered? How reliable are the people providing information? And is the information complete?

3. Refer to your guidance material. Whatever principles or codes or ordinances apply to your work, know what the recommendations are and how they would be applied.

4. Generate alternative courses of action and decide if they would have better probable outcomes. You can ask people individually or in a public setting, ask the Commission Chair to address the problem, or request a memo from the staff. When you have a list of alternatives, look for the ones that can help solve the problem while building ethical bridges to the rest of the commission.

5. Act on the best alternative. The best alternative reflects fulfilling your commitment to serve the public interest, doing the right thing, and minimizing the potential cost of following the right course.

Example: You have observed two members of the commission, in public meetings, urge the staff to waive the criteria for a variance to the subdivision standards for certain members of the development community. The commission usually goes along.
Answer: Using the above guidelines:

1. Stop and define the problem. Long time developers are receiving preferential treatment and are being granted variances to the subdivision standards without meeting the criteria.
2. Collect the facts. You always take detailed notes of the Commission's debate. Within the past six months, only two developers and all of their projects have been the subject of requests of staff by the same two commissioners. Each time, the argument is made to waive standards to support economic development and encourage homebuilding. Some of the waivers are minor; others are significant. But in each case, they are lobbying for the approval of subdivisions that are substandard.
3. Refer to guidance material. The APA Statement of Ethical Principles states that those who participate in the planning process should "Exercise fair, honest, and independent judgment." You believe the Commissioners are failing to achieve this standard and the credibility of the Commission has been affected.
4. Generate alternatives. Talk to the Chair of the Planning Commission. Talk to the two Planning Commissioners. Request a briefing from staff of the formal process of seeking variances and waivers. Invite a representative from the Texas Chapter of APA to discuss the potential long-term costs of waiving certain subdivision standards.

5. Act on the best alternative. You decide to talk to the Chair of the Planning Commission because this option doesn't preclude other actions if your conversation is not productive. It is your hope that together the two of you can approach the other Commissioners.

With all of the information provided in this chapter, it should feel more comfortable to answer the questions posed at the beginning of the Chapter.

Question: **Can I meet individually with applicants to hear about their project?**
Answer: _____

Question: **Should I take a tour of a project site with an applicant?**
Answer: _____

Question: **Can I discuss pending development projects at my neighborhood association meeting?**
Answer: _____

Question: **Can friends and neighbors offer me their opinions about pending projects?**
Answer: _____

Question: **What happens when my best friend has a project before the Planning Commission?**
Answer: _____

Question: **How can I do my job as a Planning Commissioner in a way that promotes fairness and objectivity?**
Answer: _____

WHEN YOU HAVE SERIOUS CONCERNS ABOUT ETHICAL MISCONDUCT

What can you do when there are ethical violations that taint the public planning process? When you notice a consistent pattern of unethical behavior and simple, direct remedies have failed, it may be time to consult with others who can bring to bear the influence of another entity.

In the case of alleged unethical conduct by a certified professional planner (AICP), you can conduct the Professional Development Officer of the APA Texas Chapter regarding a general question about accepted standards for behavior. To make a specific complaint, you should contact the Executive Director of the American Planning Association who serves as the Ethics Officer for the American Institute of Certified Planners. Contact information for these individuals is available on the Texas Chapter website: www.txplanning.org or that of the APA www.planning.org. Your peers from another jurisdiction can also be helpful in sorting out the issues and alternatives. This is particularly true when you have concerns about the conduct of a planner and you are not quite ready to consult with others.

What if the perceived problem lies with a fellow Commissioner or an elected official? You have a responsibility to act quickly to address ethical problems before they become scandals. It is often useful to assemble collective wisdom. The following steps include some from a publication from the Institute for Local Government :

You have a responsibility to act quickly to address ethical problems before they become scandals.

1. Define and problem.
2. Collect the facts.
3. Determine the consequences of ignoring the situation.
4. Speak with others. See if they share your concerns. Do not gossip, but instead frame the conversation in terms of what needs to be done (if anything) to respond to the challenge.
5. Determine if an investigation is warranted.
6. Determine whether to contact external authorities.
7. Figure out what can be done to prevent a similar situation from occurring in the future.

These recommendations are not made lightly but with the full recognition that confronting problematic behavior may involve personal costs. Conversations can damage relationships. That's why it's best to begin with a one-on-one approach clarifying your understanding and, if things are as bad as you fear, helping a colleague to understand what can happen if the conduct does not change. By encouraging a colleague to refrain from the behavior, you are seeking to spare both the colleague as well as the City the embarrassment that will likely result. Depending on the magnitude of the transgression, you might choose to encourage the Commissioner to talk to an attorney. You

can use the approach of confirming from an independent party the possible expenses that may accrue from continuing to flout the law. When you hear that the behavior is protected because no one will find out, debate that premise loudly. With all of the ways people can follow actions by Commissioners whether public or private, that strategy is bound to fail. Don't be surprised if the response remains guarded or even denial. As mentioned earlier, we all have an enormous capacity for believing that we are honest and ethical individuals and hence, our conduct is also upright.

It is a difficult lesson to learn, but nonetheless true that you as an individual will be judged by the conduct of the other Commissioners. You must be prepared to not only act ethically on your own, but also to hold others accountable when they fail to do so.

Ultimately, an ethical commissioner must be prepared to consider whether events are of such a serious nature as to require resignation to avoid guilt by association. Conversely, the Commissioner may decide, upon reflection, to maintain a lonely outpost as the ethical beacon. The lone Commissioner can be effective in a number of simple ways. One could request that the APA Statement of Ethical Principles be placed on an agenda of the Commission. A discussion can then occur without appearing to judge any individual(s). The Commissioner could request training on ethics as a part of the overall development program for volunteers. Even without bringing these outside resources to the table, consistently ethical actions by one Commissioner will, over time, raise the ethical consciousness of the entire Planning Commission for the benefit of the whole community.

What Happens When a Planning Commission Operations Unethically?

Most city attorneys will tell you that you will not be defended if you have violated the law.

There can be serious consequences for misconduct. If the administrative decision is tainted, it can be site aside. New proceedings are then required. An individual who fails to avoid conflicts of interest can lose her/his position on the Commission. If the ethical failing rises to the level of a charge of violating someone's due process rights under the constitution, there could be a lawsuit and damages awarded. Most city attorneys will tell you that you will not be defended if you have violated the law. The cost of the proceedings will have to be borne by the individual Planning Commissioners.

THE TAKEAWAY MESSAGE

Ethics for Planning Commissions is not an introspective process. You can be absolutely confident that you have put your personal interest aside, but the public may still question loudly whether that is true. Experienced Planning Commissioners know that the public's perception matters when you make your determination of what the right thing to do is. This does not mean yielding to prejudice or the loudest voice. Your responsibility remains to do what is best for your community, even if it is an unpopular choice. If you act on your best judgment (and leave outside the meeting room your personal or political or job-related interests), you will have solved 99% of the ethical conundrums. You can encourage ethical behavior simply by bringing the issue up. You and the other Commissioners should analyze issues for their ethical implications and have a shared understanding of how these issues should be addressed.

If you have taken the time to read to the end of this Chapter, you are ahead of the game!

Ethical Planning Commissioners:

1. Are clear about the behavior they demand of themselves and expect from others.

2. Promote an ethical culture within the Planning Commission and the community where they serve.

3. Have a strategy ready for dealing with ethical issues if they arise.

ATTACHMENT A

Ethical Principles in Planning (As Adopted May 1992)

This statement is a guide to ethical conduct for all who participate in the process of planning as advisors, advocates, and decision makers. It presents a set of principles to be held in common by certified planners, other practicing planners, appointed and elected officials, and others who participate in the process of planning.

The planning process exists to serve the public interest. While the public interest is a question of continuous debate, both in its general principles and in its case-by-case applications, it requires a conscientiously held view of the policies and actions that best serve the entire community.

Planning issues commonly involve a conflict of values and, often, there are large private interests at stake. These accentuate the necessity for the highest standards of fairness and honesty among all participants.

Those who practice planning need to adhere to a special set of ethical requirements that must guide all who aspire to professionalism.

The Code is formally subscribed to by each certified planner. It includes an enforcement procedure that is administered by AICP. The Code, however, provides for more than the minimum threshold of enforceable acceptability. It also sets aspirational standards that require conscious striving to attain.

The ethical principles derive both from the general values of society and from the planner's special responsibility to serve the public interest. As the basic values of society are often in competition with each other, so do these principles sometimes compete. For example, the need to provide full public information may compete with the need to respect confidences. Plans and programs often result from a balancing among divergent interests. An ethical judgment often also requires a conscientious balancing, based on the facts and context of a particular situation and on the entire set of ethical principles.

This statement also aims to inform the public generally. It is also the basis for continuing systematic discussion of the application of its principles that is itself essential behavior to give them daily meaning.

The planning process must continuously pursue and faithfully serve the public interest.

Planning Process Participants should:

1. Recognize the rights of citizens to participate in planning decisions;
2. Strive to give citizens (including those who lack formal organization or influence) full, clear and accurate information on planning issues and the opportunity to have a meaningful role in the development of plans and programs;
3. Strive to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of disadvantaged groups and persons;
4. Assist in the clarification of community goals, objectives and policies in plan-making;
5. Ensure that reports, records and any other non-confidential information which is, or will be, available to decision makers is made available to the public in a convenient format and sufficiently in advance of any decision;
6. Strive to protect the integrity of the natural environment and the heritage of the built environment;
7. Pay special attention to the interrelatedness of decisions and the long range consequences of present actions.

Planning process participants continuously strive to achieve high standards of integrity and proficiency so that public respect for the planning process will be maintained.

Planning Process Participants should:

1. Exercise fair, honest and independent judgment in their roles as decision makers and advisors;
2. Make public disclosure of all "personal interests" they may have regarding any decision to be made in the planning process in which they serve, or are requested to serve, as advisor or decision maker.
3. Define "personal interest" broadly to include any actual or potential benefits or advantages that they, a spouse, family member or person living in their household might directly or indirectly obtain from a planning decision;
4. Abstain completely from direct or indirect participation as an advisor or decision maker in any matter in which they have a personal interest, and leave any chamber in which such a matter is under deliberation, unless their personal interest has been made a matter of public record; their employer, if any, has given approval; and the public official, public agency or court with jurisdiction to rule on ethics matters has expressly authorized their participation;
5. Seek no gifts or favors, nor offer any, under circumstances in which it might reasonably be inferred that the gifts or favors were intended or expected to influence a participant's objectivity as an advisor or decision maker in the planning process;

Not participate as an advisor or decision maker on any plan or project in which they have previously participated as an advocate;

6. Serve as advocates only when the client's objectives are legal and consistent with the public interest.
7. Not participate as an advocate on any aspect of a plan or program on which they have previously served as advisor or decision maker unless their role as advocate is authorized by applicable law, agency regulation, or ruling of an ethics officer or agency; such participation as an advocate should

be allowed only after prior disclosure to, and approval by, their affected client or employer; under no circumstance should such participation commence earlier than one year following termination of the role as advisor or decision maker;
8. Not use confidential information acquired in the course of their duties to further a personal interest;
9. Not disclose confidential information acquired in the course of their duties except when required by law, to prevent a clear violation of law or to prevent substantial injury to third persons; provided that disclosure in the latter two situations may not be made until after verification of the facts and issues involved and consultation with other planning process participants to obtain their separate opinions;
10. Not misrepresent facts or distort information for the purpose of achieving a desired outcome;
11. Not participate in any matter unless adequately prepared and sufficiently capacitated to render thorough and diligent service;
12. Respect the rights of all persons and not improperly discriminate against or harass others based on characteristics which are protected under civil rights laws and regulations.

APA members who are practicing planners continuously pursue improvement in their planning competence as well as in the development of peers and aspiring planners. They recognize that enhancement of planning as a profession leads to greater public respect for the planning process and thus serves the public interest.

APA Members who are practicing planners:

1. Strive to achieve high standards of professionalism, including certification, integrity, knowledge, and professional development consistent with the AICP Code of Ethics;
2. Do not commit a deliberately wrongful act which reflects adversely on planning as a profession or seek business by stating or implying that they are prepared, willing or able to influence decisions by improper means;
3. Participate in continuing professional education;
4. Contribute time and effort to groups lacking adequate planning resources and to voluntary professional activities;
5. Accurately represent their qualifications to practice planning as well as their education and affiliations;
6. Accurately represent the qualifications, views, and findings of colleagues;
7. Treat fairly and comment responsibly on the professional views of colleagues and members of other professions;
8. Share the results of experience and research which contribute to the body of planning knowledge;
9. Examine the applicability of planning theories, methods and standards to the facts and analysis of each particular situation and do not accept the applicability of a customary solution without first establishing its appropriateness to the situation;
10. Contribute time and information to the development of students, interns, beginning practitioners and other colleagues;

11. Strive to increase the opportunities for women and members of recognized minorities to become professional planners;
12. Systematically and critically analyze ethical issues in the practice of planning.

ATTACHMENT B
AICP Code of Ethics and Professional Conduct

Adopted March 19, 2005
Effective June 1, 2005
Revised October 3, 2009

The Executive Director of APA/AICP is the Ethics Officer as referenced in the following.

We, professional planners, who are members of the American Institute of Certified Planners, subscribe to our Institute's Code of Ethics and Professional Conduct. Our Code is divided into four sections:

Section A contains a statement of aspirational principles that constitute the ideals to which we are committed. We shall strive to act in accordance with our stated principles. However, an allegation that we failed to achieve our aspirational principles cannot be the subject of a misconduct charge or be a cause for disciplinary action.

Section B contains rules of conduct to which we are held accountable. If we violate any of these rules, we can be the object of a charge of misconduct and shall have the responsibility of responding to and cooperating with the investigation and enforcement procedures. If we are found to be blameworthy by the AICP Ethics Committee, we shall be subject to the imposition of sanctions that may include loss of our certification.

Section C contains the procedural provisions of the Code. It (1) describes the way that one may obtain either a formal or informal advisory ruling, and (2) details how a charge of misconduct can be filed, and how charges are investigated, prosecuted, and adjudicated.

Section D contains procedural provisions that govern situations in which a planner is convicted of a serious crime.

The principles to which we subscribe in Sections A and B of the Code derive from the special responsibility of our profession to serve the public interest with compassion for the welfare of all people and, as professionals, to our obligation to act with high integrity.

As the basic values of society can come into competition with each other, so can the aspirational principles we espouse under this Code. An ethical judgment often requires a conscientious balancing, based on the facts and context of a particular situation and on the precepts of the entire Code.

As Certified Planners, all of us are also members of the American Planning Association and share in the

goal of building better, more inclusive communities. We want the public to be aware of the principles by which we practice our profession in the quest of that goal. We sincerely hope that the public will respect the commitments we make to our employers and clients, our fellow professionals, and all other persons whose interests we affect.

A: Principles to Which We Aspire

1. Our Overall Responsibility to the Public

Our primary obligation is to serve the public interest and we, therefore, owe our allegiance to a conscientiously attained concept of the public interest that is formulated through continuous and open debate. We shall achieve high standards of professional integrity, proficiency, and knowledge. To comply with our obligation to the public, we aspire to the following principles:

a) We shall always be conscious of the rights of others.

b) We shall have special concern for the long-range consequences of present actions.

c) We shall pay special attention to the interrelatedness of decisions.

d) We shall provide timely, adequate, clear, and accurate information on planning issues to all affected persons and to governmental decision makers.

e) We shall give people the opportunity to have a meaningful impact on the development of plans and programs that may affect them. Participation should be broad enough to include those who lack formal organization or influence.

f) We shall seek social justice by working to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of the disadvantaged and to promote racial and economic integration. We shall urge the alteration of policies, institutions, and decisions that oppose such needs.

g) We shall promote excellence of design and endeavor to conserve and preserve the integrity and heritage of the natural and built environment.

h) We shall deal fairly with all participants in the planning process. Those of us who are public officials or employees shall also deal evenhandedly with all planning process participants.

2. Our Responsibility to Our Clients and Employers

We owe diligent, creative, and competent performance of the work we do in pursuit of our client or employer's interest. Such performance, however, shall always be consistent with our faithful service to the public interest.

a) We shall exercise independent professional judgment on behalf of our clients and employers.

b) We shall accept the decisions of our client or employer concerning the objectives and nature of the professional services we perform unless the course of action is illegal or plainly inconsistent with our primary obligation to the public interest.

c) We shall avoid a conflict of interest or even the appearance of a conflict of interest in accepting assignments from clients or employers.

3. Our Responsibility to Our Profession and Colleagues

We shall contribute to the development of, and respect for, our profession by improving knowledge and techniques, making work relevant to solutions of community problems, and increasing public understanding of planning activities.

a) We shall protect and enhance the integrity of our profession.

b) We shall educate the public about planning issues and their relevance to our everyday lives.

c) We shall describe and comment on the work and views of other professionals in a fair and professional manner.

d) We shall share the results of experience and research that contribute to the body of planning knowledge.

e) We shall examine the applicability of planning theories, methods, research and practice and standards to the facts and analysis of each particular situation and shall not accept the applicability of a customary solution without first establishing its appropriateness to the situation.

f) We shall contribute time and resources to the professional development of students, interns, beginning professionals, and other colleagues.

g) We shall increase the opportunities for members of underrepresented groups to become professional planners and help them advance in the profession.

h) We shall continue to enhance our professional education and training.

i) We shall systematically and critically analyze ethical issues in the practice of planning.

j) We shall contribute time and effort to groups lacking in adequate planning resources and to voluntary professional activities.

B: Our Rules of Conduct

We adhere to the following Rules of Conduct, and we understand that our Institute will enforce compliance with them. If we fail to adhere to these Rules, we could receive sanctions, the ultimate being the loss of our certification:

1. We shall not deliberately or with reckless indifference fail to provide adequate, timely, clear and accurate information on planning issues.
2. We shall not accept an assignment from a client or employer when the services to be performed involve conduct that we know to be illegal or in violation of these rules.
3. We shall not accept an assignment from a client or employer to publicly advocate a position on a planning issue that is indistinguishably adverse to a position we publicly advocated for a previous client or employer within the past three years unless (1) we determine in good faith after consultation with other qualified professionals that our change of position will not cause present detriment to our previous client or employer, and (2) we make full written disclosure of the conflict to our current client or employer and receive written permission to proceed with the assignment.
4. We shall not, as salaried employees, undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the employer who furnishes our salary and having received subsequent written permission to undertake additional employment, unless our employer has a written policy which expressly dispenses with a need to obtain such consent.
5. We shall not, as public officials or employees, accept from anyone other than our public employer any compensation, commission, rebate, or other advantage that may be perceived as related to our public office or employment.
6. We shall not perform work on a project for a client or employer if, in addition to the agreed upon compensation from our client or employer, there is a possibility for direct personal or financial gain to us, our family members, or persons living in our household, unless our client or employer, after full written disclosure from us, consents in writing to the arrangement.
7. We shall not use to our personal advantage, nor that of a subsequent client or employer, information gained in a professional relationship that the client or employer has requested be held inviolate or that we should recognize as confidential because its disclosure could result in embarrassment or other detriment to the client or employer. Nor shall we disclose such confidential information except when (1) required by process of law, or (2) required to prevent a clear violation of law, or (3) required to prevent a substantial injury to the public. Disclosure pursuant to (2) and (3) shall not be made until after we have verified the facts and issues involved and, when practicable, exhausted efforts to obtain reconsideration of the matter and have sought separate opinions on the issue from other qualified professionals employed by our client or employer.
8. 8. We shall not, as public officials or employees, engage in private communications with planning pro-

cess participants if the discussions relate to a matter over which we have authority to make a binding, final determination if such private communications are prohibited by law or by agency rules, procedures, or custom.

9. We shall not engage in private discussions with decision makers in the planning process in any manner prohibited by law or by agency rules, procedures, or custom.
10. We shall neither deliberately, nor with reckless indifference, misrepresent the qualifications, views and findings of other professionals.
11. We shall not solicit prospective clients or employment through use of false or misleading claims, harassment, or duress.
12. We shall not misstate our education, experience, training, or any other facts which are relevant to our professional qualifications.
13. We shall not sell, or offer to sell, services by stating or implying an ability to influence decisions by improper means.
14. We shall not use the power of any office to seek or obtain a special advantage that is not a matter of public knowledge or is not in the public interest.
15. We shall not accept work beyond our professional competence unless the client or employer understands and agrees that such work will be performed by another professional competent to perform the work and acceptable to the client or employer.
16. We shall not accept work for a fee, or pro bono, that we know cannot be performed with the promptness required by the prospective client, or that is required by the circumstances of the assignment.
17. We shall not use the product of others' efforts to seek professional recognition or acclaim intended for producers of original work.
18. We shall not direct or coerce other professionals to make analyses or reach findings not supported by available evidence.
19. We shall not fail to disclose the interests of our client or employer when participating in the planning process. Nor shall we participate in an effort to conceal the true interests of our client or employer.
20. We shall not unlawfully discriminate against another person.
21. We shall not withhold cooperation or information from the AICP Ethics Officer or the AICP Ethics Committee if a charge of ethical misconduct has been filed against us.
22. We shall not retaliate or threaten retaliation against a person who has filed a charge of ethical misconduct against us or another planner, or who is cooperating in the Ethics Officer's investigation of an ethics charge.
23. We shall not use the threat of filing an ethics charge in order to gain, or attempt to gain, an advantage in dealings with another planner.
24. We shall not file a frivolous charge of ethical misconduct against another planner.
25. We shall neither deliberately, nor with reckless indifference, commit any wrongful act, whether or not specified in the Rules of Conduct, that reflects adversely on our professional fitness.
26. We shall not fail to immediately notify the Ethics Officer by both receipted Certified and Regular First Class Mail if we are convicted of a "serious crime" as defined in Section D of the Code; nor immediately

following such conviction shall we represent ourselves as Certified Planners or Members of AICP until our membership is reinstated by the AICP Ethics Committee pursuant to the procedures in Section D of the Code.

C: Our Code Procedures

1. Introduction

In brief, our Code Procedures (1) describe the way that one may obtain either a formal or informal advisory ethics ruling, and (2) detail how a charge of misconduct can be filed, and how charges are investigated, prosecuted, and adjudicated.

2. Informal Advice

All of us are encouraged to seek informal ethics advice from the Ethics Officer. Informal advice is not given in writing and is not binding on AICP, but the AICP Ethics Committee shall take it into consideration in the event a charge of misconduct is later filed against us concerning the conduct in question. If we ask the Ethics Officer for informal advice and do not receive a response within 21 calendar days of our request, we should notify the Chair of the Ethics Committee that we are awaiting a response.

3. Formal Advice

Only the Ethics Officer is authorized to give formal advice on the propriety of a planner's proposed conduct. Formal advice is binding on AICP and any of us who can demonstrate that we followed such advice shall have a defense to any charge of misconduct. The advice will be issued to us in writing signed by the Ethics Officer. The written advice shall not include names or places without the written consent of all persons to be named. Requests for formal advice must be in writing and must contain sufficient details, real or hypothetical, to permit a definitive opinion. The Ethics Officer has the discretion to issue or not issue formal advice. The Ethics Officer will not issue formal advice if he or she determines that the request deals with past conduct that should be the subject of a charge of misconduct. The Ethics Officer will respond to requests for formal advice within 21 days of receipt and will docket the requests in a log that will be distributed on a quarterly basis to the Chair of the AICP Ethics Committee. If the Ethics Officer fails to furnish us with a timely response we should notify the Chair of the AICP Ethics Committee that we are awaiting a response.

4. Published Formal Advisory Rulings

The Ethics Officer shall transmit a copy of all formal advice to the AICP Ethics Committee. The Committee, from time to time, will determine if the formal advice provides guidance to the interpretation of the Code and should be published as a formal advisory ruling. Also, the Ethics Committee has the authority to draft and publish formal advisory rulings when it determines that guidance to interpretation of the Code is needed or desirable.

5. Filing a Charge of Misconduct

Any person, whether or not an AICP member, may file a charge of misconduct against a Certified Planner. A charge of misconduct shall be made in a letter sent to the AICP Ethics Officer. The letter may be signed or it may be anonymous. The person filing the charge is urged to maintain confidentiality to the extent practicable. The person filing the charge should not send a copy of the charge to the Certified Planner identified in the letter or to any other person. The letter shall accurately identify the Certified Planner against whom the charge is being made and describe the conduct that allegedly violated the provisions of the Rules of Conduct. The person filing a charge should also cite all provisions of the Rules of Conduct that have allegedly been violated. However, a charge will not be dismissed if the Ethics Officer is able to determine from the facts stated in the letter that certain Rules of Conduct may have been violated. The letter reciting the charge should be accompanied by all relevant documentation available to the person filing the charge. While anonymously filed charges are permitted, anonymous filers will not receive notification of the disposition of the charge. Anonymous filers may furnish a postal address in the event the Ethics Officer needs to reach them for an inquiry.

6. Receipt of Charge by Ethics Officer

The Ethics Officer shall maintain a log of all letters containing charges of misconduct filed against Certified Planners upon their receipt and shall transmit a quarterly report of such correspondence to the Chair of the Ethics Committee. Within two weeks of receipt of a charge, the Ethics Officer shall prepare a cover letter and transmit the charge and all attached documentation to the named Certified Planner, who shall be now referred to as "the Respondent." The Ethics Officer's cover letter shall indicate whether the Ethics Officer expects the Respondent to file a "preliminary response" or whether the Ethics Officer is summarily dismissing the charge because it is clearly without merit. A copy of the cover letter will also be sent to the Charging Party, if identified. If the cover letter summarily dismisses the charge, it shall be sent to an identifiable Charging Party by receipted Certified Mail. The Charging Party will have the right to appeal the summary dismissal as provided in Section 11. After the Ethics Officer has received a charge, the Charging Party may withdraw it only with the permission of the Ethics Officer. After receiving a charge, the Ethics Officer shall have a duty to keep an identified Charging Party informed of its status. If an identified Charging Party has not received a status report from the Ethics Officer for 60 calendar days, the Charging Party should notify the Chair of the AICP Ethics Committee of the lapse.

7. Right of Counsel

A planner who receives a charge of misconduct under a cover letter requesting a preliminary response should understand that if he or she desires legal representation, it would be advisable to obtain such representation at the earliest point in the procedure. However, a planner who elects to proceed at first without legal representation will not be precluded from engaging such representation at any later point in the procedure.

8. Preliminary Responses to a Charge of Misconduct

If the Ethics Officer requests a preliminary response, the Respondent shall be allowed 30 calendar days

from receipt of the Ethics Officer's letter to send the response to the Ethics Officer. The Ethics Officer will grant an extension of time, not to exceed 15 calendar days, if the request for the extension is made within the 30 day period. Failure to make a timely preliminary response constitutes a failure to cooperate with the Ethics Officer's investigation of the charge. A preliminary response should include documentation, the names, addresses and telephone numbers of witnesses, and all of the facts and arguments that counter the charge. Because the motivation of the person who filed the charge is irrelevant, the Respondent should not discuss it. The Ethics Officer will send a copy of the preliminary response to the Charging Party, if identified, and allow the Charging Party 15 calendar days from the date of receipt to respond.

9. Conducting an Investigation

After review of the preliminary response from the Respondent and any counter to that response furnished by an identified Charging Party, or if no timely preliminary response is received, the Ethics Officer shall decide whether an investigation is appropriate. If the Ethics Officer determines that an investigation should be conducted, he or she may designate a member of the AICP staff or AICP counsel to conduct the investigation. The Respondent must cooperate in the investigation and encourage others with relevant information, whether favorable or unfavorable, to cooperate. Neither the Ethics Officer , nor designee, will make credibility findings to resolve differing witness versions of facts in dispute.

10. Dismissal of Charge or Issuance of Complaint

If, with or without an investigation, the charge appears to be without merit, the Ethics Officer shall dismiss it in a letter, giving a full explanation of the reasons. The dismissal letter shall be sent to the Respondent and the Charging Party by receipted Certified Mail. If, however, the Ethics Officer's investigation indicates that a Complaint is warranted, the Ethics Officer shall draft a Complaint and send it to the Respondent by receipted Certified Mail, with a copy to the Charging Party. The Complaint shall consist of numbered paragraphs containing recitations of alleged facts. Following the fact paragraphs, there shall be numbered paragraphs of alleged violations, which shall cite provisions of the Rules of Conduct that the Ethics Officer believes are implicated. The allegations in the Complaint shall be based on the results of the Ethics Officer's investigation of the charge and may be additional to, or different from, those allegations initially relied upon by the Charging Party. The Ethics Officer shall maintain a log of all dismissals and shall transmit the log on a quarterly basis to the Chair of the Ethics Committee.

11. Appeal of Dismissal of Charge

Identified Charging Parties who are notified of the dismissal of their ethics charges shall have 30 calendar days from the date of the receipt of their dismissal letters to file an appeal with the Ethics Committee. The appeal shall be sent to the Ethics Officer who shall record it in a log and transmit it within 21 calendar days to the Ethics Committee. The Ethics Committee shall either affirm or reverse the dismissal. If the dismissal is reversed, the Ethics Committee shall either direct the Ethics Officer to conduct a

further investigation and review the charge again, or issue a Complaint based on the materials before the Committee. The Ethics Officer shall notify the Charging Party and the Respondent of the Ethics Committee's determination.

12. Answering a Complaint

The Respondent shall have 30 calendar days from receipt of a Complaint in which to file an Answer. An extension not to exceed 15 calendar days will be granted if the request is made within the 30 day period. In furnishing an Answer, the Respondent is expected to cooperate in good faith. General denials are unacceptable. The Answer must specifically admit or deny each of the fact allegations in the Complaint. It is acceptable to deny a fact allegation on the ground that the planner is unable to verify its correctness, but that explanation should be stated as the reason for denial. The failure of a Respondent to make a timely denial of any fact alleged in the Complaint shall be deemed an admission of such fact. The Ethics Officer may amend a Complaint to delete any disputed fact, whether or not material to the issues. The Ethics Officer also may amend a Complaint to restate fact allegations by verifying and adopting the Respondent's version of what occurred. The Ethics Officer shall send the Complaint or Amended Complaint and the Respondent's Answer to the Ethics Committee with a copy to an identified Charging Party. The Ethics Officer shall also inform the Ethics Committee if there are any disputed material facts based on a comparison of the documents.

13. Conducting a Hearing

a) If the Ethics Officer notifies the Ethics Committee that material facts are in dispute or if the Ethics Committee, on its own, finds that to be the case, the Chair of the Committee shall designate a "Hearing Official" from among the membership of the Committee. At this point in the process, the Ethics Officer, either personally or through a designated AICP staff member or AICP counsel, shall continue to serve as both Investigator-Prosecutor and as the Clerk serving the Ethics Committee, the Hearing Official and the Respondent. In carrying out clerical functions, the Ethics Officer, or designee, may discuss with the Ethics Committee and the Hearing Official the procedural arrangements for the hearing. Until the Ethics Committee decides the case, however, the Ethics Officer or designee shall not discuss the merits of the case with any member of the Committee unless the Respondent is present or is afforded an equal opportunity to address the Committee member.

b) The Ethics Officer shall transmit a "Notice of Hearing" to the Respondent, the Hearing Official and an identified Charging Party. The hearing shall normally be conducted in the vicinity where the alleged misconduct occurred. The Notice will contain a list of all disputed material facts that need to be resolved. The hearing will be confined to resolution of those facts. There shall be no requirement that formal rules of evidence be observed.

c) The Ethics Officer will have the burden of proving, by a preponderance of the evidence, that misconduct occurred. The Ethics Officer may present witness testimony and any other evidence relevant

to demonstrating the existence of each disputed material fact. The Respondent will then be given the opportunity to present witness testimony and any other evidence relevant to controvert the testimony and other evidence submitted by the Ethics Officer. The Ethics Officer may then be given an opportunity to present additional witness testimony and other evidence in rebuttal. All witnesses who testify for the Ethics Officer or the Respondent shall be subject to cross-examination by the other party. The Hearing Official shall make an electronic recording of the hearing and shall make copies of the recording available to the Ethics Officer and the Respondent.

d) At least 30 calendar days before the hearing, the Ethics Officer and the Respondent shall exchange lists of proposed witnesses who will testify, and copies of all exhibits that will be introduced, at the hearing. There shall be no other discovery and no pre-hearing motions. All witnesses must testify in person at the hearing unless arrangements can be made by agreement between the Respondent and the Ethics Officer prior to the hearing, or by ruling of the Hearing Official during the hearing, to have an unavailable witness's testimony submitted in a video recording that permits the Hearing Official to observe the demeanor of the witness. No unavailable witness's testimony shall be admissible unless the opposing party was offered a meaningful opportunity to cross-examine the witness. The hearing shall not be open to the public. The Hearing Official shall have the discretion to hold open the hearing to accept recorded video testimony of unavailable witnesses. The Respondent will be responsible for the expense of bringing his or her witnesses to the hearing or to have their testimony video recorded. Following the closing of the hearing, the Hearing Official shall make findings only as to the disputed material facts and transmit the findings to the full Ethics Committee, the Ethics Officer, and the Respondent. The Hearing Official, prior to issuing findings, may request that the parties submit proposed findings of fact for his or her consideration.

14. Deciding the Case

The Ethics Committee (including the Hearing Official member of the Committee) shall resolve the ethics matter by reviewing the documentation that sets out the facts that were not in dispute, any fact findings that were required to be made by a Hearing Official, and any arguments submitted to it by the Respondent and the Ethics Officer. The Ethics Officer shall give 45 calendar days' notice to the Respondent of the date of the Ethics Committee meeting during which the matter will be resolved. The Ethics Officer and the Respondent shall have 21 calendar days to submit memoranda stating their positions. The Ethics Officer shall transmit the memoranda to the Ethics Committee no later than 15 calendar days prior to the scheduled meeting. If the Committee determines that the Rules of Conduct have not been violated, it shall dismiss the Complaint and direct the Ethics Officer to notify the Respondent and an identified Charging Party. If the Ethics Committee determines that the Ethics Officer has demonstrated that the Rules of Conduct have been violated, it shall also determine the appropriate sanction, which shall either be a reprimand, suspension, or expulsion. The Ethics Committee shall direct the Ethics Officer to notify the Respondent and an identified Charging Party of its action and to draft a formal explanation of its decision and the discipline chosen. Upon approval of the Ethics Committee, the expla-

nation and discipline chosen shall be published and titled "Opinion of the AICP Ethics Committee." The determination of the AICP Ethics Committee shall be final.

15. Settlement of Charges

a) Prior to issuance of a Complaint, the Ethics Officer may negotiate a settlement between the Respondent and an identified Charging Party if the Ethics Officer determines that the Charging Party has been personally aggrieved by the alleged misconduct of the Respondent and a private resolution between the two would not be viewed as compromising Code principles. If a settlement is reached under such circumstances, the Charging Party will be allowed to withdraw the charge of misconduct.

b) Also prior to issuance of a Complaint, the Ethics Officer may enter into a proposed settlement agreement without the participation of an identified Charging Party. However, in such circumstances, the proposed settlement agreement shall be contingent upon the approval of the Ethics Committee. An identified Charging Party will be given notice and an opportunity to be heard by the Ethics Committee before it votes to approve or disapprove the proposed pre-Complaint settlement.

c) After issuance of a Complaint by the Ethics Officer, a settlement can be negotiated solely between the Ethics Officer and the Respondent, subject to the approval of the Ethics Committee without input from an identified Charging Party.

16. Resignations and Lapses of Membership

If an AICP member who is the subject of a Charge of Misconduct resigns or allows membership to lapse prior to a final determination of the Charge (and any Complaint that may have issued), the ethics matter will be held in abeyance subject to being revived if the individual applies for reinstatement of membership within two years. If such former member, however, fails to apply for reinstatement within two years, the individual shall not be permitted to reapply for certification for a period of 10 years from the date of resignation or lapse of membership. If the Ethics Officer receives a Charge of Misconduct against a former member, the Ethics Officer shall make an effort to locate and advise the former member of the filing of the Charge and this Rule of Procedure.

17. Annual Report of Ethics Officer

Prior to January 31 of each calendar year the Ethics Officer shall publish an Annual Report of all ethics activity during the preceding calendar year to the AICP Ethics Committee and the AICP Commission. The AICP Commission shall make the Annual Report available to the membership.

D: Planners Convicted of Serious Crimes — Automatic Suspension of Certification

1. Automatic Suspension Upon Conviction for "Serious Crime"

We acknowledge that if we are convicted of a "serious crime," our certification and membership shall be automatically suspended indefinitely. The automatic suspension applies whether the conviction result-

ed from a plea of guilty or nolo contendere or from a verdict after trial or otherwise, and regardless of the pendency of any appeal. A "serious crime" shall include any crime a necessary element of which, as determined by the statutory or common law definition of such crime in the jurisdiction where the judgment was entered, involves false swearing, misrepresentation, fraud, willful failure to file income tax returns or to pay the tax, deceit, bribery, extortion, misappropriation, theft, conflict of interest, or an attempt to or a conspiracy or solicitation of another to commit a "serious crime."

2. Duty to Notify Ethics Officer When Convicted of "Serious Crime."
As required by Rule of Conduct 26, in Section B of the Code, we shall notify the Ethics Officer both by receipted Certified and Regular First Class Mail if we are convicted of a "serious crime" as defined in Paragraph 1. We understand that failure to do so shall result in a delay in the commencement of the one year waiting period for filing reinstatement petitions as provided for in Paragraph 3.

3. Petition for Reinstatement of Certification and Membership
Upon learning of the conviction of a Certified Planner for a serious crime, the Ethics Officer shall send the convicted individual by receipted Certified and Regular First Class Mail to the last address of record a Notice of Suspension of AICP Membership and Certification. The Notice shall advise the individual that one year from the date of the Notice, but in no event prior to release from incarceration, he or she may petition the AICP Ethics Committee for reinstatement. A Petition for Reinstatement shall be sent to the Ethics Officer, who shall forward it to the Ethics Committee. The Ethics Committee shall in its sole judgment determine whether reinstatement is appropriate and if so whether and what conditions shall be applied to such reinstatement. The Ethics Officer shall transmit the reinstatement determination to the petitioner. If the Ethics Committee denies the Petition, the Ethics Officer shall transmit the denial to the petitioner along with notice that the petitioner shall have the opportunity to file a subsequent petition after 12 months from the date of the Ethics Committee's determination.

4. Publication of Conviction for Serious Crime:
If, while we are Certified Planners, we are convicted of a serious offense, as defined in Paragraph 1, we authorize the Ethics Officer to publish our name and a description of the crime we committed in a publication of AICP and of the American Planning Association. This authority to publish shall survive the voluntary or involuntary termination or suspension of our AICP membership and certification.

ATTACHMENT C
BY-LAWS FOR PLANNING AND ZONING COMMISSION CITY OF COLLINSVILLE, TEXAS

Used with the Permission of the City of Collinsville, Troy Vanoy, approved March, 2013.

By-Laws of the Planning Commission of the City of Collinsville, State of Texas, as established on March, 2001.

Article 1: Authority

Authority was given to Planning and Zoning as a Board by the City Council of Collinsville, State of Texas. City of Collinsville Zoning Ordinance.

Article 2: Jurisdiction

- The Jurisdiction of this board includes all property within the city limits of Collinsville, Texas, as well as any and all property within the extra-territorial jurisdiction (ETJ) of the city.
- The amount of property that falls within the ETJ is defined by State law and is based upon the current population of the city. At the present time, the ETJ for the City of Collinsville includes all area up to one-half of a mile beyond the city limits.
- All recommendations will be heard on next planned agenda and decision will be made by the Planning and Zoning board no more than 90 days from the date of the recommendation being presented to the board.

Article 3: Appointment and Terms of Members

- All appointments to the Planning and Zoning board are made by the City Council.
- The Planning and Zoning board consists of five members who must be a resident either in the city limits of Collinsville, or live within five (5) miles of the city limits of Collinsville. However in the event that a bordering county line is less than five (5) miles of the Collinsville City limits, the mileage limit stops at the Grayson County line.
- Each appointment to the Planning and Zoning board is for a two year period. If a member is unable to complete their two year term, the City Council will vote on a replacement to complete that portion of the unexpired term. Members are elected in overlapping terms, i.e., in one year two positions are appointed for two year terms and in the next year three positions are appointed for two year terms.

Article 4: Planning Commission Officers and their Duties

- Chairperson- presides at all hearings and meetings of the commission, assures proper order of the commission and the public in all proceedings, signs all documents of the commission, and represents the commission before legislative and administrative bodies.
- Vice-chairperson- provides orientation to new planning commission members, and, in the absence of the chairperson, performs all of the chairperson's duties. If applicable, prepares the annual report of planning commission activities and coordinates the annual meeting of the planning commission.
- Secretary- prepares all official instruments of the planning commission, records the proceedings of all hearings and meetings; together with the chairperson signs all documents of the planning commission, and assures the proper indexing of all planning commission documents as public records.
- Chairperson-Pro-Temp- where both the chairperson and vice chairperson are absent from a hear-

ing or meeting, the remainder of the members of the planning commission shall elect a chairperson-pro-temp from among their own number by majority vote.
- Treasurer (NOT APPLICABLE AT THIS TIME)- where a planning commission retains direct control over the budget for operations and staff, the treasurer shall maintain complete, accurate and orderly accounts in preparation for the annual audit, and together with the chairperson shall sign all authorizations and payments of funds.

Article 5: Staff of the Commission and their Duties

- Consultants- the planning commission may hire consultants to perform planning related activities under terms of a contract prepared by the Planning and Zoning Commission and approved by the City Council.
- Legal counsel- the county attorney or municipal director of law shall serve as legal counsel to the planning commission; prepares memoranda of law as requested by the planning commission, and reviews drafts of ordinances, resolutions, and by-laws, and their amendment.
- Director of Planning (NOT APPLICABLE AT THIS TIME)- advises the planning commission, legislative body, and chief administrative officer on matters related to planning, development, and redevelopment, coordinates and supervises the work of all other staff and consultants, prepares all documents for presentation to the planning commission, and assists the chairperson and secretary in the exercise of their duties; the director of planning or designee shall have the privilege to address the planning commission during regular meetings.
- Zoning Administrator (NOT APPLICABLE AT THIS TIME)- advises the planning commission on all matters regarding the regulation of development, prepares all related documents for presentation to the planning commission, and serves as staff to the board of zoning appeals.
- Commission staff (NOT APPLICABLE AT THIS TIME) - the planning commission may appoint other staff members to carry-out appropriate functions.

Article 6: Hearings of the Planning Commission

- Public hearing- a noticed official hearing, the express and limited purpose of which is to provide an equitable opportunity for the public to speak on matters before the planning commission, for which publicly-accessible minutes must be prepared; the planning commission may neither deliberate nor take a substantive vote during a public hearing.
- Working Session- a noticed official hearing open to the public to discuss specific matters before the commission; the intent of the working session is informational; the planning commission may neither deliberate nor take a substantive vote during a working session, however publicly-accessible minutes may be prepared.

Article 7: Meetings of the Planning Commission

- Regular meeting- a noticed official meeting, open to the public, during which the planning commission deliberates and may take substantive votes on specific terms, for which publicly-accessible

minutes will be prepared.

- Emergency meeting- in the event of a true emergency, the chairperson, with the assent of a majority of planning commission members contacted by telephone, may call an emergency meeting without notice; such meeting is open to the public; publicly-accessible minutes shall carry the specific justification for such meetings.
- Executive meeting- a noticed official meeting, closed to the public, whose topics of deliberation are truly confidential in nature; there shall be neither deliberation nor vote on agendized items before the commission.

Article 8: Order of a Public Hearing

1. Sign-in sheets by agenda item, listing printed name, signature, address of persons wishing to testify, and indication of support or opposition to items.
2. Call to order and determination of quorum.
3. Presentation by commissioner (or staff if applicable) summarizing the item.
4. Testimony of agencies related to the item.
5. Presentation by the applicant.
6. Testimony of the proponents.
7. Testimony of the opponents.
8. Concluding comments of the applicant.
9. Concluding comments of the commissioner (or staff if applicable).
10. Request of the Chairperson for a motion to close the public hearing.

Article 9: Order of a Regular Meeting

1. Call to order and determination of quorum.
2. Approval of the minutes of the previous meeting.
3. Items carried-over from a previous agenda:
    a. Matters regarding the comprehensive plan
    b. Matters regarding capital improvements
    c. Matters regarding subdivision of land
    d. Matters regarding zoning of land
    e. Matters regarding other regulatory action
4. Items of the present agenda, presented in the same order as above.
5. Other business.
6. Review of the planning commission calendar and announcement of future meetings.
7. Request of the chairperson for a motion to adjourn.

Article 10: Form and Character of Motions

The form and character of motions shall conform to those offered within Robert's Rules of Order, Revised, except as specified below.

- Upon review of the full public record and due deliberation among members of the planning commission, any of its members, except the chairperson, may make a substantive motion. The motion shall include not only direction (Approval, Approval with specified conditions, or Disapproval) but also a recitation of findings which support the motion.
- A second, citing compatible finding shall be required.
- Other commission members may support the motion with other compatible findings.
- A motion shall die for lack of second.
- Where a motion to disapprove an item has been defeated, a member of the planning commission initially in the opposition may make a motion to approve or approve with conditions.

Article 11: Quorum and Voting Requirements

- A majority of the members of the planning commission shall constitute a quorum.
- A majority of the members of the planning commission shall be required to pass a motion.
- All votes shall be taken by the Chairperson in random order, with the Chairperson not voting except as needed to break a tie vote.
- If a member abstains from voting, their vote shall not be counted in the determination of a motion, but it shall be recorded in the minutes as an abstaining vote.

Article 12: Requirements for the Submission of Requests

- The planning commission shall adopt standard forms for the submission of each type of request required for its consideration; such forms shall specify the schedule of submission, form and content of complementary materials, and scale and content of drawings.
- The secretary of the planning commission shall certify the completeness of submissions.
- Certified requests shall be fully noticed under requirements of law and agendized on the planning commission calendar on the same day.
- Any request disapproved by the planning commission shall not be resubmitted for a period of six months unless the Planning and Zoning Commission shall determine that a new hearing is justified prior to the expiration of the six months waiting period.
- An application for the same type of amendment shall not be received on the same property more often than once in each twelve (12) month period unless the Planning and Zoning Commission shall determine that a change of conditions justifies a new hearing prior to expiration of the twelve (12) month period.
- A fee schedule has been put in place by the City Council to recover costs associated with notice publication, request processing, agenda, and related materials duplication and distribution; moreover, the planning commission may require the applicant to post signs on the affected property, in conformance with provisions of the ordinance, and to notify adjacent property owners, tenants, and community residents of the nature of the applicant's request.

Article 13: Instruments and Documents of the Planning Commission

- The official instruments of the planning commission are the record of notice, and agenda, and the minutes of hearings and meetings. Where in special cases the planning commission wishes to provide advice to the legislative body or administrative agency, it may do so by resolution.
- Any and all materials submitted to the planning commission regarding an item shall be entered into public record by a motion to "Accept for the record".
- All notices, agendas, requests, agency or consultant letters or reports, citizen petitions, minutes of hearings and meetings, and resolutions shall constitute the documents of the planning commission and shall be indexed as a matter of public record.

Article 14: Administrative Calendar

- Notice for all hearings and meetings shall conform to requirements of law.
- Terms for two year appointments begin at the first regular meeting of the Planning and Zoning board in July.
- The regular meetings of the Planning and Zoning board are normally scheduled on the fourth Tuesday of each month. Additional meetings or hearings are scheduled as needed.
- Copies of the agenda and any related documents shall be delivered to each planning commission member no less than five working days prior to a public hearing and regular meeting.

Article 15: Conduct of the Members of the Planning Commission

- Members of the planning commission shall take such time as to prepare themselves for hearings and meetings.
- Any member of the planning commission absent from three consecutive regular meetings or any six regular meetings within a calendar year, without being excused by the Chairperson, may be removed for cause.
- A planning commission member with a conflict of interest in an item before the commission must state that a conflict of interest exists and withdraw from participation in the public hearing, working session, emergency meeting, or regular meeting on that item.
- The interests of that planning commission member may be represented before the planning commission by a specifically designated representative or legal agent at the public hearing or working session, and testimony entered into the public record.
- Participation of a planning commission member with a conflict of interest is cause for removal.

Article 16: Conduct of Persons Before the Planning Commission

- During all public hearings and working sessions, members of the public shall be given equitable opportunity to speak. Comments should be addressed to the item before the planning commission. Where a comment is irrelevant, inflammatory, or prejudicial, the chairperson may instruct the planning commission to "disregard" the comment, which nevertheless may, at the discretion of the board, remain in the public record.

- During all regular and emergency meetings of the planning commission, the public may be present but shall remain silent unless specifically invited by the chairperson to provide comment.
- During all planning commission proceedings, members of the public have the obligation to remain in civil order. Any conduct which interferes with the equitable rights of another to provide comment or which interferes with the proper execution of commission affairs may be ruled by the chairperson as "out-of-order" and the offending person directed to remain silent. Once having been so directed, if a person persists in disruptive conduct, the chairperson may entertain a motion to "eject" the person from the planning commission hearing or meeting. Where the person fails to comply with the successful motion to eject, the chairperson may then call upon civil authority to physically remove the individual from the chamber for the duration of the hearing or deliberation on that item.

Article 17: Separability

- Should any article of the planning commission by-laws be found to be illegal, the remaining articles shall remain in effect.

Article 18: Adoption and Amendment of By-Laws

- By-Law adoption or amendment shall be made following review by the legal counsel and public hearing.
- The by-laws shall be adopted or amended upon a vote of a majority of the members of the planning commission.
- Adoption or amendment of by-laws takes effect immediately following a successful vote.

Adopted: March 2001
Amended & Approved: December 2012

ATTACHMENT D

Used with permission from the City of Arlington, Lyndsay Mitchell, June, 2013.

PLANNING AND ZONING COMMISSION: PARTICIPATING AT PUBLIC HEARINGS

If you are interested in giving public testimony at Planning and Zoning Commission and City Council public hearings, the following information will help you become familiar with the procedures of the City Council and Planning and Zoning Commission.

Procedures for participating at a Planning and Zoning Commission or City Council public hearing

Procedures for participating at a Planning and Zoning Commission or City Council public hearing are the same, unless noted below

1. Fill out a speaker card and return it to the box at the front of the Council Chamber (for the Planning and Zoning Commission) and to the desk at the entrance of the Council Chamber (for City Council).
2. The applicant or the applicant's representative is allowed 10 minutes to speak. All other speakers for or against the items are given 5 minutes. In the event a total of five or more people are registered to speak on one side of an issue, the 10 minute time is reduced to 5 minutes and the 5 minute time is reduced to 3 for that side of the hearing. The proponent is allowed 5 minutes for rebuttal.
3. Developers who wish to make presentations to an evening City Council session should contact or make arrangements with the Community Development & Planning department at 817-459-6664.

Procedures for Registering Support or Opposition on a Public Hearing Item

1. Fill out a speaker card and return it to the box at the front of the Council Chamber (for the Planning and Zoning Commission) and to the desk at the entrance of the Council Chamber (for City Council).
2. Citizens anticipating being absent during the public hearing may write a letter in support or opposition and have it submitted by a representative or mail it to the City Council or Planning and Zoning Commission.
3. Registration of support or opposition (individual form, group form) on any item on the agenda must be submitted before or at the public hearing on the day of the hearing.

Procedures for Citizens Who Wish to Speak on an Item not on the City Council Agenda

1. Fill out a speaker card and return it to the desk at the entrance of the Council Chamber.
2. Speakers are given a 5 minute time limit.

ATTACHMENT E

Used with the permission of the City of San Gabriel, Mark Gallatin, March, 2013.

Welcome . . .

TO YOUR SAN GABRIEL PLANNING COMMISSION MEETING

Meetings are held on:
Second Monday of every month at 6:30 p.m.
City Hall Council Chambers
425 South Mission Drive
Second Floor

Welcome to the Planning Commission! We are glad you can join us. We want you to enjoy your visit, and have prepared this brochure to help explain the role and conduct of Planning Commission meetings.

What the Commission Does

The **Planning Commission** consists of five volunteer citizens who are appointed by your City Council to help guide San Gabriel's growth, development, and quality of life. There are two types of actions the Planning Commission takes:

- *Legislative Actions: The Planning Commission hears testimony and makes recommendations to the City Council on these types of applications: zone changes, general plan amendments, specific plans, and ordinance amendments.* ***In this role, the Commission makes recommendations only – all these actions are then referred to the City Council for action.***

- *Quasi-Judicial Actions:* The Planning Commission can approve, conditionally approve, or deny: Conditional Use Permits, Variances, Master Plans, and other types of applications. The Commission also certifies environmental impact reports. **In this role, Planning Commission decisions are usually final unless appealed.**

How Can I Speak at a Meeting?

If you would like to speak, fill out a speaker's card with your name and address, give it to the secretary and you will be called upon at the appropriate time. Written comments can be given to a planning staff any time before a public hearing is closed. For items not on the agenda, you may speak during the time set aside for public comment. Otherwise, you may speak during the public hearings.

THE PUBLIC HEARING

Many Planning Commission matters are public hearing items, during which you as a member of the public have the opportunity to testify.

1. **ANNOUNCEMENT OF EACH ITEM:** The chairman announces each item in the order listed on the agenda. Agendas are available in the Council Chambers before each meeting.

2. **STAFF REPORT AND PRESENTATION:** The Community Development staff prepares a report regarding each proposal. A member of the staff will summarize it orally, answer any questions, and clarify issues the Commission may have. Reports are available in the Planning Division Office prior to each meeting.

3. **PRESENTATION OF EACH APPLICANT:** The applicant requesting approval of an application is given time to state his or her position in favor of the proposal.

4. **PUBLIC HEARING:** Once the Chairman invites members of the public to speak on each proposal, you may come to the podium to speak. You may also present exhibits, which become part of the City's official case file. **Please remember**:

   - **Show courtesy and respect for everybody** by addressing all comments to the Chair and the Commission, not to the audience or staff members.
   - **Keep comments brief and non-repetitive** so that everyone gets a chance to speak.
   - **Always identify yourself** for the public record by stating your name and address.
   - **Speak clearly** into the microphone.

5. **DISCUSSION AND VOTE BY THE COMMISSION:** After receiving all testimony, the Chairman **closes the public hearing**, and the Commission discusses each proposal. Members of the Commission may ask questions of individuals or the staff. The Commission then votes on each proposal. *The public cannot testify once public hearing has been closed.*

Can I Appeal Planning Commission Decisions?

For quasi-judicial actions like variances and conditional use permits, you may appeal decisions made by the Planning Commission to the City Council within 10 business days of the decision. If no appeal is filed, the decisions are made final. For legislative actions where the Planning Commission's action is only a recommendation, these will be reheard by the City Council; you may contact staff to receive notice of the Council hearing date. If you are not certain what your appeal rights are, simply ask any staff member at the meeting.

Thank you for coming! For more information about items on this agenda, please contact us at:

Community Development Department
425 South Mission Drive
San Gabriel, CA 91776
Phone: (626) 308-2806
Fax: (626) 458-2830
Web: www.sangabrielcity.com

ATTACHMENT F
PUBLIC SERVICE VALUES

From The Institute for Local Government web site: http://www.ca-ilg.org/sites/main/files/file-attachments/Basics_PersOrgEthic_WM.pdf. Site accessed June 5, 2013.

Public Service Values

How do core ethical values translate into action in public service? Here are examples of what values mean in practice.

Trustworthiness

I remember that my role is first and foremost to serve the community.
I am truthful with my colleagues, the public and others.
I avoid any actions that would cause the public to question whether my decisions are based on personal interests instead of the public's interests.
I do not accept gifts or other special considerations because of my public position.
I do not knowingly use false, inaccurate or biased information to support my position.
I do not use my public position for personal gain.
I carefully consider any promise I make and then keep it.

Fairness

I make decisions based on the merits of the issues.
I honor the law's and the public's expectation that agency policies will be applied consistently.
I support the public's right to know and promote meaningful public involvement.
I support merit-based processes for the award of public employment and public contracts.
I am impartial and do not favor those who either have helped me or are in a position to do so.
I promote equality and treat all people equitably.
I excuse myself from participating in matters when my or my family's financial interests may be affected by my agency's actions.
I credit others' contributions in moving our community's interests forward.
I maintain consistent standards, but am sensitive to the need for compromise, creativity and improving existing paradigms.

Responsibility

I work to improve the quality of life in the community and promote the best interests of the public.
I promote the efficient use of agency resources.
I do not use agency resources for personal or political benefit.
I represent the official positions of the agency to the best of my ability when authorized to do so.
I explicitly state that my personal opinions do not represent the agency's position and do not allow the

inference that they do.
I take responsibility for my own actions, even when it is uncomfortable to do so.
I do not use information that I acquire in my public capacity for personal advantage.
I do not promise that which I have reason to believe is unrealistic.
I disclose suspected instances of impropriety to the appropriate authorities, but I never make false charges or charges for political or professional advantage.
I do not disclose confidential information without proper legal authorization.
I am proactive and innovative when setting goals and considering policies.
I consider the broader regional and statewide implications of the agency's decisions and issues.
I promote intelligent innovation to move forward the agency's policies and services.

Respect

I treat everyone with courtesy and respect, even when we disagree.
I focus on the merits in discussions, not personality traits or other issues that might distract me from focusing on what is best for the community.
I gain value from diverse opinions and build consensus.
I follow through on commitments, keep others informed, and provide timely responses.
I am approachable and open-minded, and I convey this to others.
I listen carefully and ask questions that add value to discussions.
I involve all appropriate stakeholders in meetings affecting agency decisions.
I come to meetings and I come to them prepared.
I work to improve the quality of life in my community.

Compassion

I realize that some people are sometimes intimidated by the public process and try to make their interactions as stress-free as possible.
I convey the agency's care for and commitment to its community members.
I am attuned to, and care about, the needs and concerns of the public, officials, and staff.
I recognize a responsibility to society's less fortunate.
I consider appropriate exceptions to policies when there are unintended consequences or undue burdens.

Loyalty

I safeguard confidential information.
I avoid employment, contracts and other financial, political and personal interests that can conflict with my public duties.
I prioritize competing issues based on objective benefits and burdens to the public interest, not to myself, my family, friends or business associates.
I don't oppose final decisions once they have been made by the decision makers, except through inter-

nal lines of communication.

I put loyalty to the public's interests above personal, professional and political loyalties.

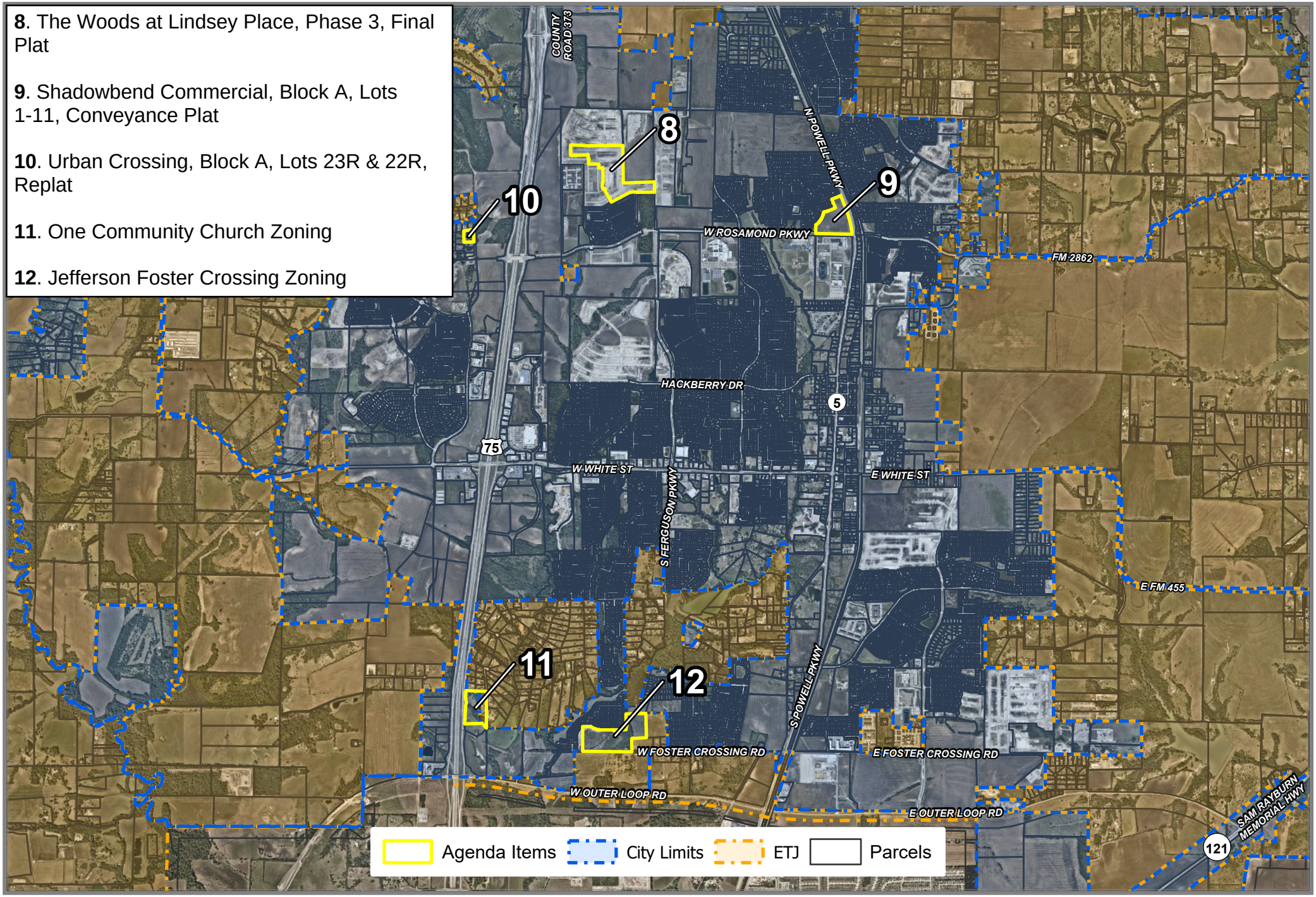
8. The Woods at Lindsey Place, Phase 3, Final Plat

9. Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat

10. Urban Crossing, Block A, Lots 23R & 22R, Replat

11. One Community Church Zoning

12. Jefferson Foster Crossing Zoning



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City of Anna, January 6, 2025
Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 1/3/2025

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THE CITY OF Anna

Item No. 6.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Stephanie Scott-Sims

AGENDA ITEM:
Sherley Farms Presentation

SUMMARY:
HISTORY
April 23, 2024 - Tellus Texas III, LLC provided a work session presentation to City Council.

October 22, 2024 - Tellus Texas III, LLC provided a work session presentation to City Council.

December 17, 2024 - City Council approved entering into a Pre-Annexation Development Agreement with Tellus Texas III, LLC

CASE OVERVIEW
The subject property is located at the northwest corner of E. White Street (FM 455) and N. Leonard Avenue. The development standards utilize all of the Single-Family Residential (SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, & SF-6.0) Districts, Mixed Density (MD) District, Multi-Family (MF) District, Regional Commercial (C-2) District, Mixed-Use (MU) District, and Light Industrial (L-1) District.

On December 17, 2024, City Council approved entering into a Pre-Annexation Development Agreement with Tellus Texas III, LLC for a master planned development called Sherley Farms.

STAFF RECOMMENDATION:
Receive the information. This item will come back before the Planning & Zoning Commission for a recommendation to City Council on the zoning case.

ATTACHMENTS:
1. 2025-01-06 P&Z Sherley Farms PD Presentation
2. Res 2024-12-1716 Sherley Farms Development Agreement
3. Staff Report - 12-17-2024 Council Meeting

TELLUS GROUP

Sherley Farms

Planning & Zoning | January 6, 2025

Firm Overview

TELLUS GROUP

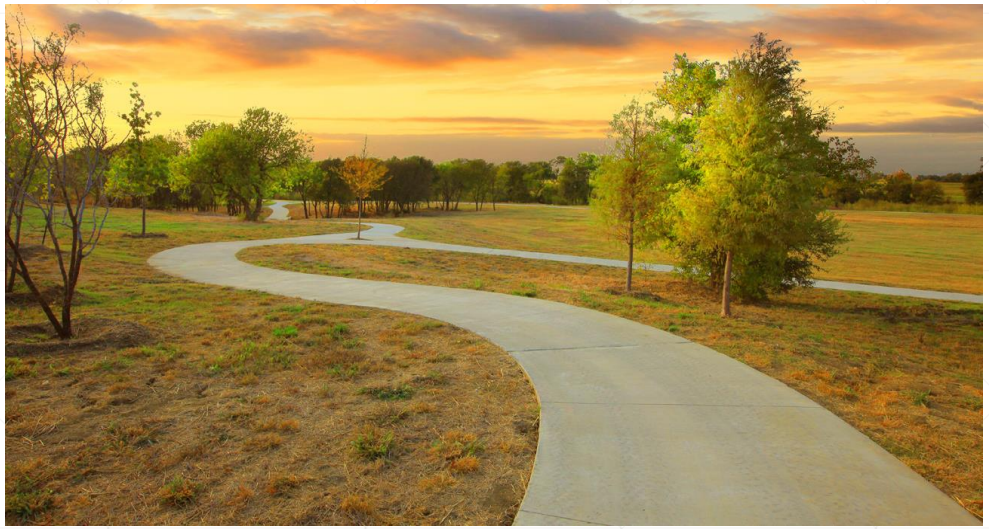
The Tellus Group has a demonstrated track record of creating long term value for their residents and partners in the communities in which they build by engineering and executing smart, disciplined, proactive management and capital strategies. We are committed to creating places that positively affect the lives of those that live in a Tellus community while honoring the land on which it's built.

TELLUS GROUP

Communities

Aesthetic Design

- Iconic entries
- Preservation of natural features
- Curvilinear and single-loaded street design
- Deeper lots with varying setbacks and repetition restrictions
- Detailed builder guidelines
- Integrated trail network



TELLUS GROUP

Creating a sense of Community

- Well-planned public spaces
- School District partnership
- Community wide events
- Dedicated lifestyle director

TELLUS GROUP

Lifestyle Driven

- Integrated network of trails and sidewalks
- High-end water activities
- Sport courts in select locations
- Dog parks
- Active parks with playscapes
- Passive parks and meditative spaces
- Community gardens
- Fishing Ponds

TELLUS GROUP

WINDSONG RANCH

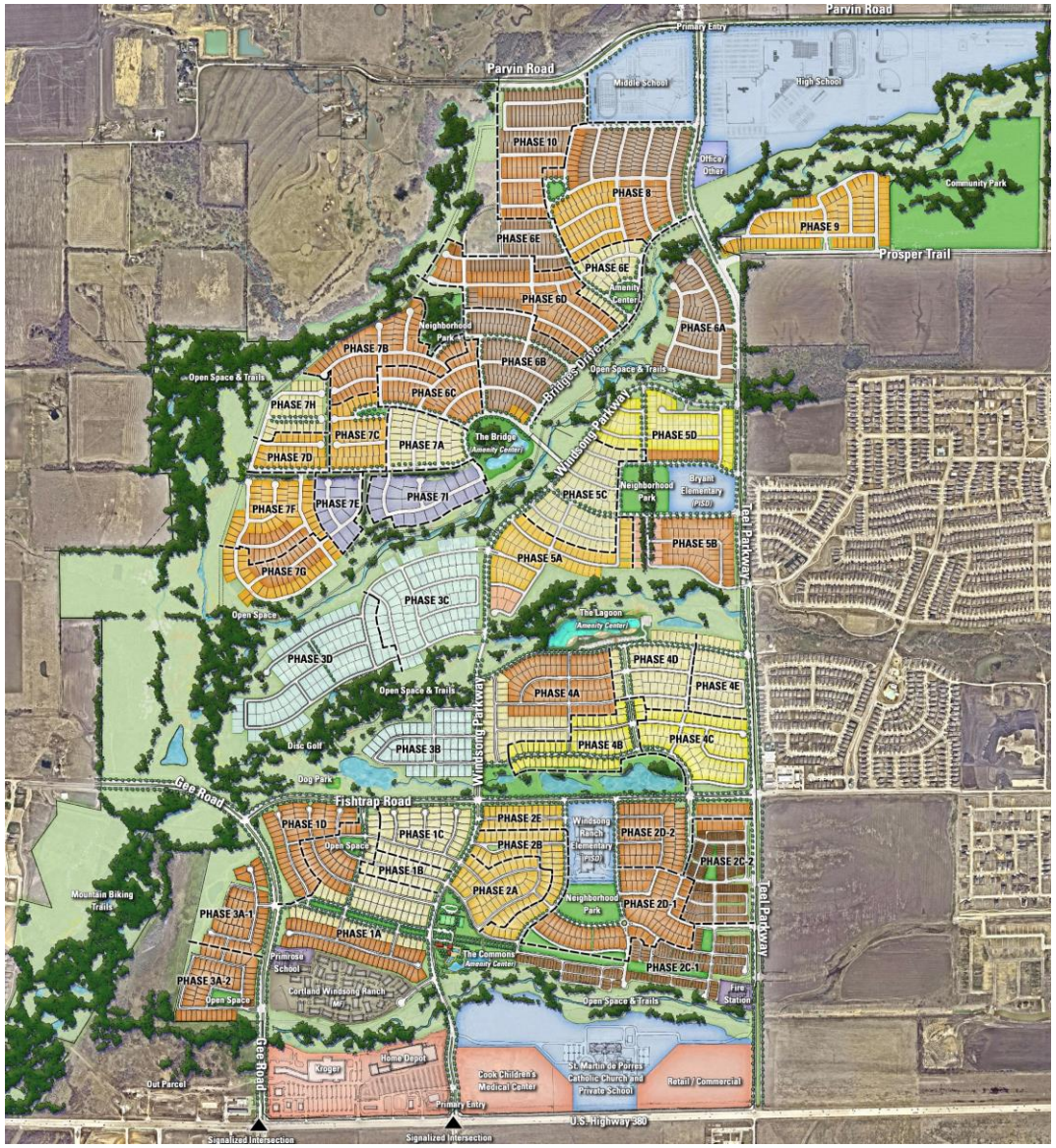
"The Most Award-Winning Community in Dallas. "

Located in Prosper, TX Windsong Ranch includes over 3,100 homes with prices ranging from $500K to $2.5 Million and is one of the largest and most naturally beautiful master-planned communities in North Texas. It features over 2,000 acres, including 600 acres of open space, lakes, wooded creeks, parks, hike & bike trails, outdoor fields and resort style amenities, plus an award-winning lifestyle program.

<u>Links:</u>

About Windsong Ranch: <u>https://windsongranchliving.com/</u>

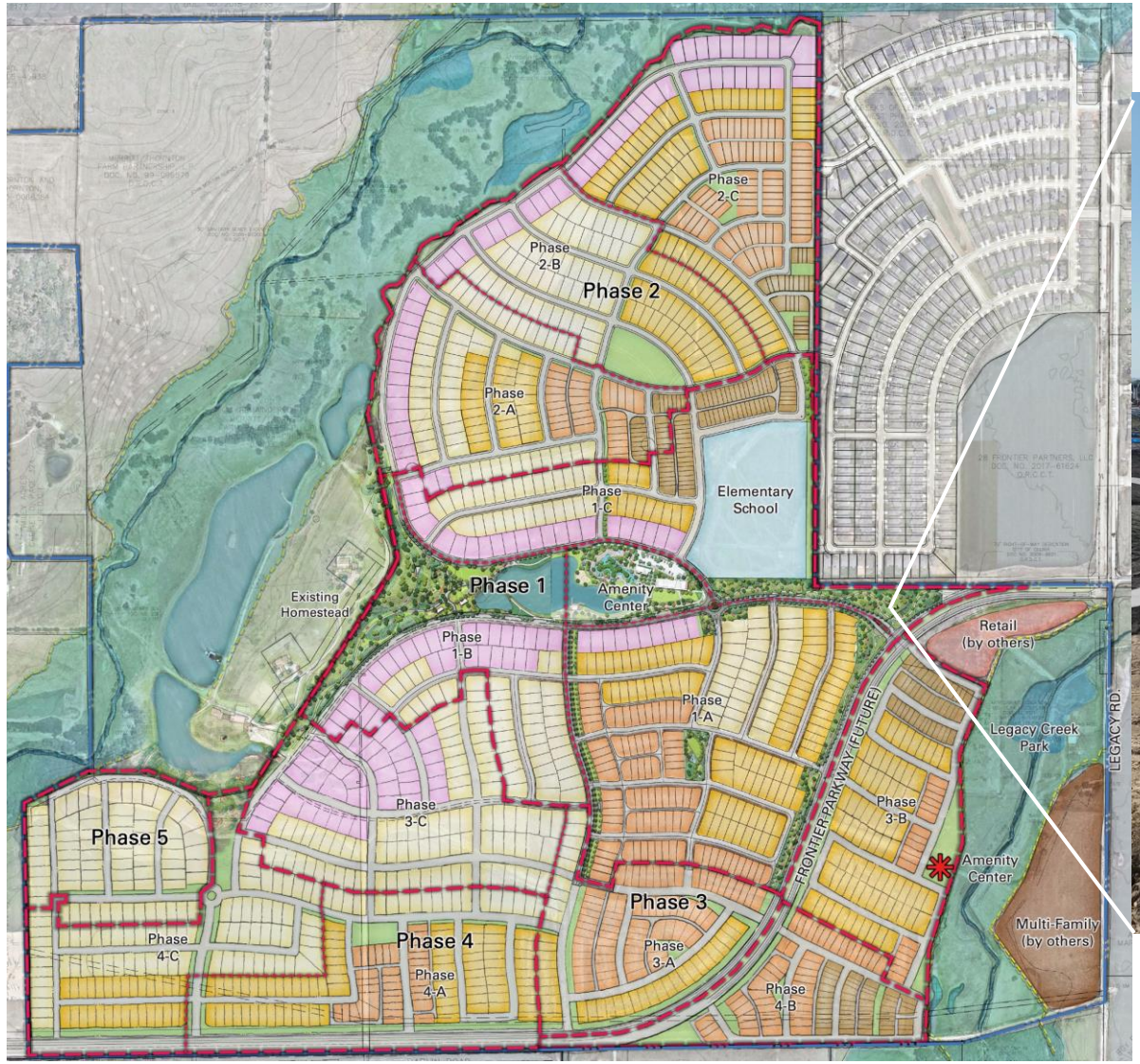
About the Developer: <u>https://tellusgroupllc.com/</u>



Windsong Ranch

MOSAIC

Mosaic, located in Celina, Texas will include over 1,600 homes currently priced from $500k - $1.3 Million. Mosaic will feature a beautiful major amenity area complete with a lazy river and pool complex, a lake with fishing piers, numerous indoor and outdoor social gathering areas, a unique creative play structure, a fitness center and miles of hike and bike trails with every homesite in the community within a five-minute walk to a greenway or park. Tellus Group will deliver Phase 2 Mosaic in late 2024.



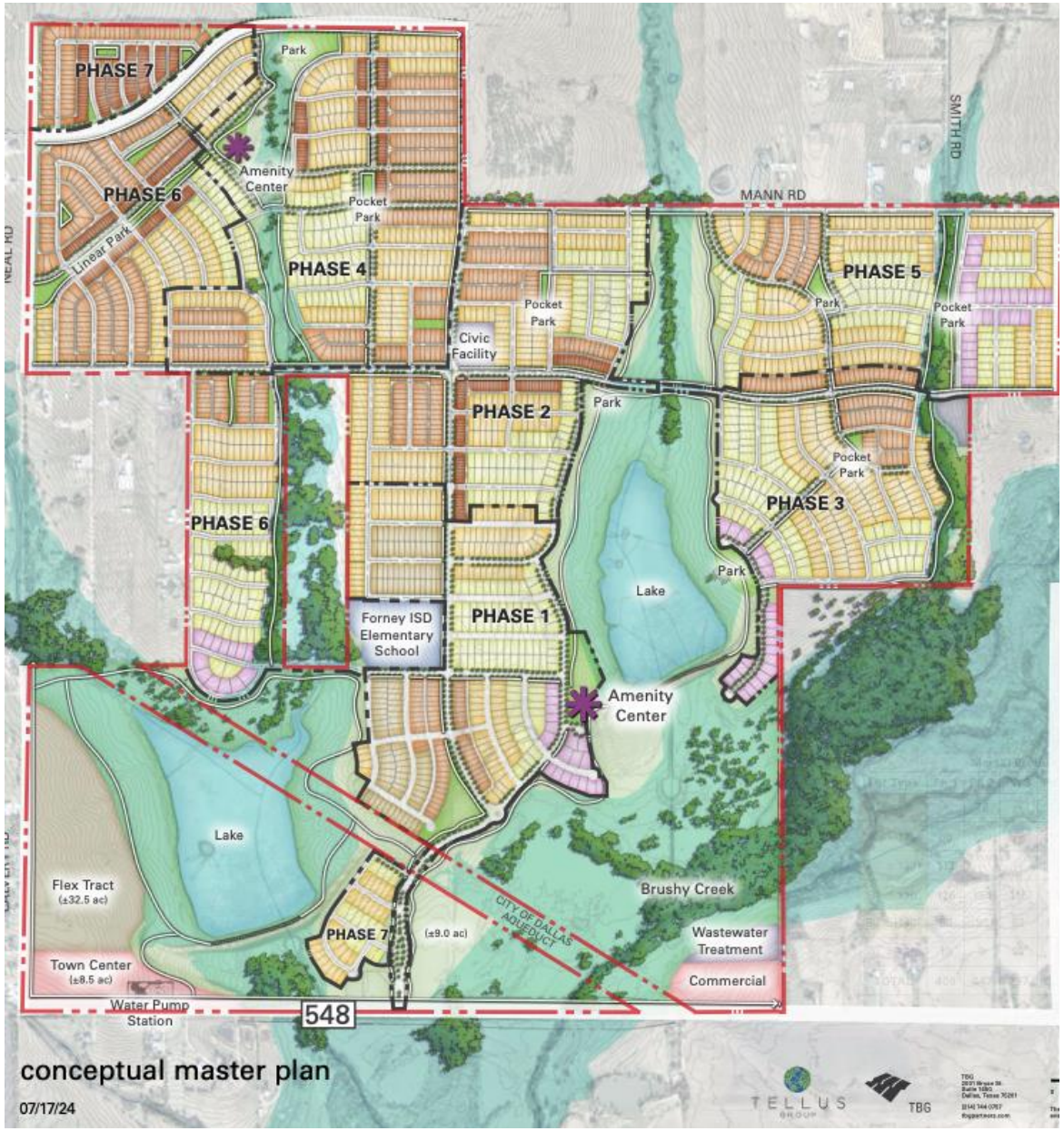
Mosaic

meraki

FORNEY, TEXAS

Meraki, located in McLendon-Chisholm ETJ within Kaufman County. The new 1,095-acre Master Planned community is interwoven around two activated existing lakes and approximately 300 acres of open space. It will include a network of pedestrian linkages amongst the natural sustainable landscape accentuated by contemporary architectural styling, a signature of a Tellus Group community.

Tellus Group commenced construction at Meraki in 2024 and will deliver Phase 1 of the development in 2025.



Project Vision

Design Principles

Connect
to Anna and the history of the land itself, activated with engaging reasons for people to visit.

Embrace
the Global Wellness Institute's framework for wellness communities, integrating all domains of wellness in development decisions.

Create
a complete community, that gives people places to walk and blends seamlessly with a mix of homes.

Cultivate
an agriculture-forward community where the farm and landscape respects seasonality and natural systems.

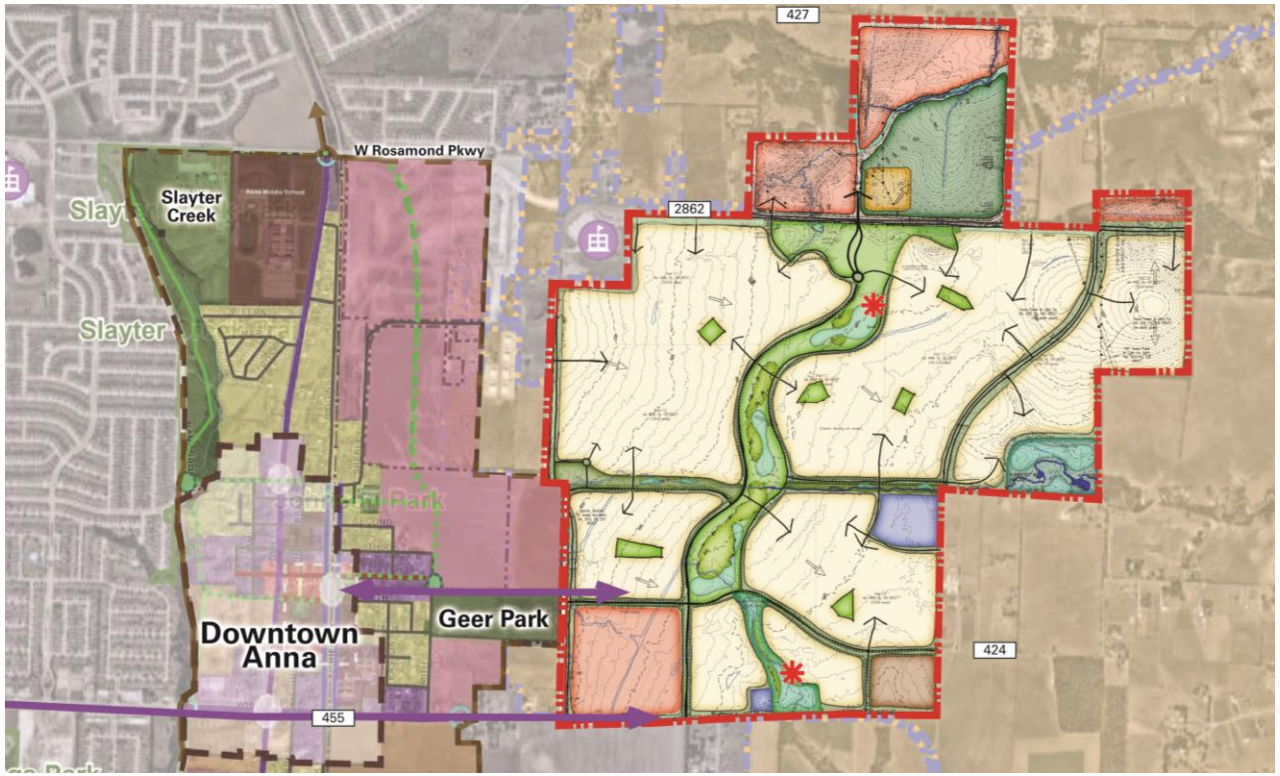
Reimagine
the typical master planned community, where Sherley Farms is a place everyone talks about.

Wellness Communities
& Real Estate
Built environments, proactively designed to support the holistic health of those who live, work, play or learn there.

Sherley Farms – Overview

- An approximately **970-acre single-family residential community** including:
  - **~ Entitlements for 3,000 high-quality single-family homes** with strict design guidelines and rental restrictions
  - **150+ acres of open space** including: a sweeping central green through the community, pocket parks, miles of hike and bike trails and preserved tree lines
  - A **65-acre working organic farm** with a substantive "agritainment" component hosting both resident events and events open to the public
  - Two **unique amenity centers** planned, the first of which is anticipated to start construction along with Phase 1
  - Significant **lifestyle programming centered around health and wellness** and the "agrihood" concept
  - A civic/Emergency Services site to be provided to the City
  - A location for a water tower to be provided to the City
  - An elementary school site to be provided to Anna ISD
  - A substantive connection to Geer Park **connecting the community to the broader Downtown Anna**
- The Sherley Family will retain approximately 70 net acres to be developed into a mix of uses, but likely to include a mix of mixed-use, retail, multifamily and additional residential.

Tellus Group plans for Sherley Farms to become an award-winning community with national recognition just as our Windsong Ranch development became the most award-winning community in DFW.

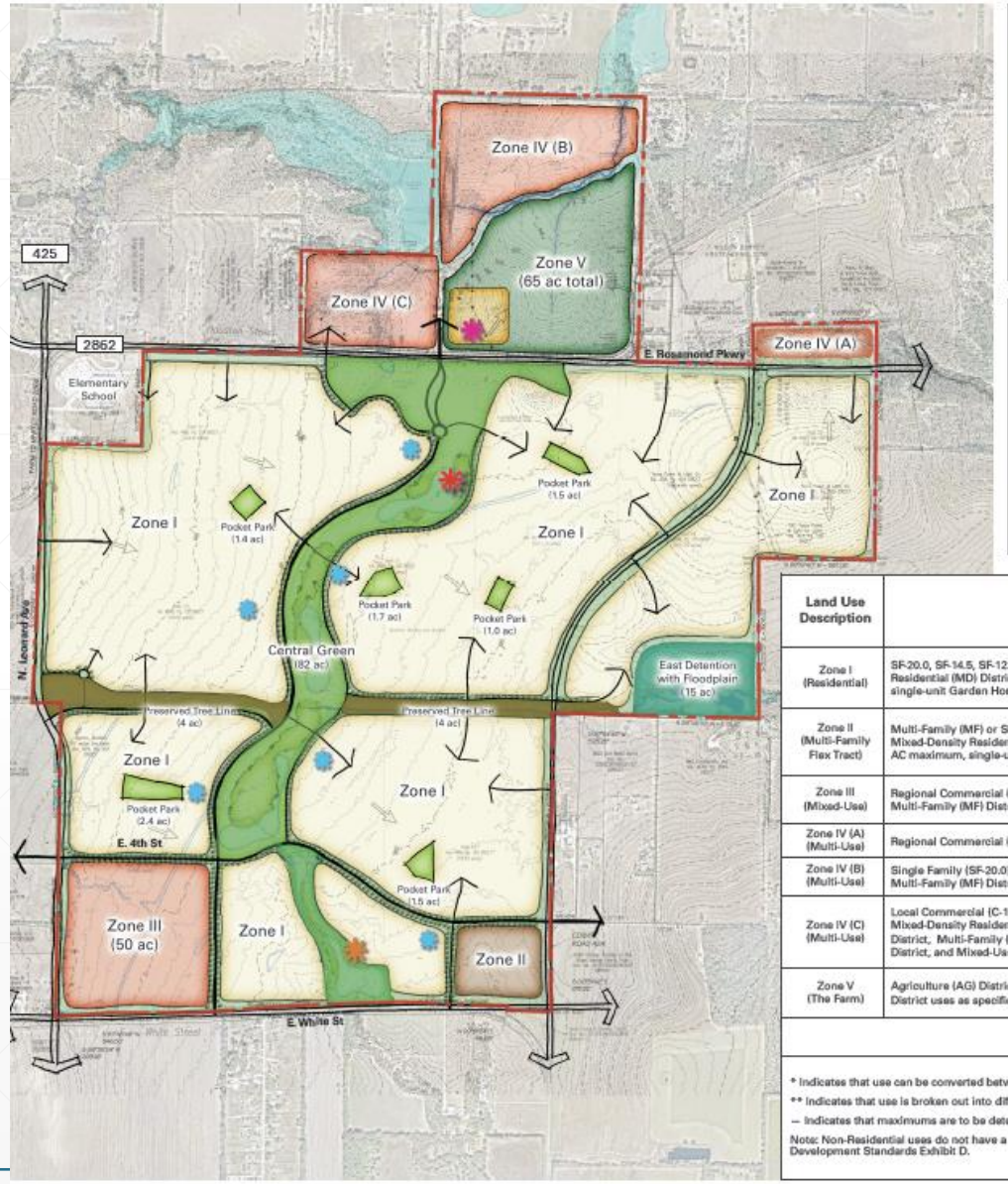


TELLUS GROUP

Planned Development (PD) – Overview

The Planned Development (PD) includes the following key project specific updates:

- **A diversity of single-family housing types -** *From ½ Acre Lots down to Cottage Homes (a new category that has been included)*
- **Housing/product Mix -** *must meet the percentage requirements in the PD, will be tracked for ongoing compliance, and be under the prescribed unit caps*
- **Enhanced and more detailed:**
  - ✓ Architectural standards
  - ✓ Non-repetition requirements
- **Mixed-Use Flexibility** – *to allow for neighborhood serving uses as the project develops*
- ***Commercial/Retail/MF*** – *Zones located around the perimeter near major arterials*
- **Modified Street Sections** – *to support the character and functionality of the project*
- **Street Tree Design Details & Planting requirements –** *to facilitate a unique and natural street scene*
- ***Amenity Centers*** **–** *identifies general locations and construction timing*
- ***"The Farm"*** – *Flexible uses incorporated to support the Farm Concept*



Open Space Summary	
Central Green	±74 ac
Preserved Tree Line	±8 ac
East Detention with Floodplain	±15 ac
Pocket Park	±10 ac
Miscellaneous	±10 ac
Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 – to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 – to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

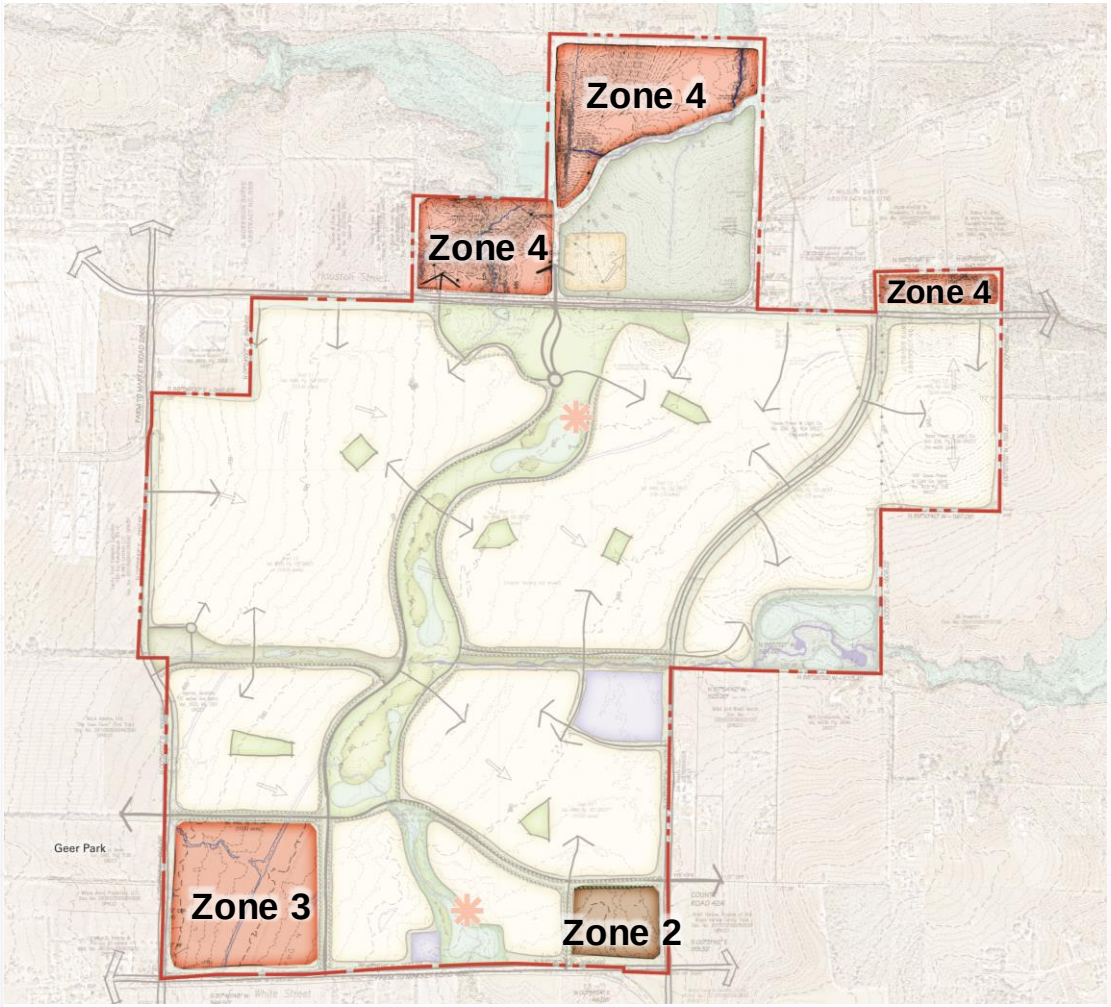
Land Use Description	Zoning Classification	Maximums: Single-Family (SF) DUs	Maximums: Multi-Family (MF) DUs
Zone I (Residential)	SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC Maximum, single-unit Garden Homes and single-unit Townhomes	3,030	0
Zone II (Multi-Family Flex Tract)	Multi-Family (MF) or SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	160*	200*
Zone III (Mixed-Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District	–	600**
Zone IV (A) (Multi-Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District	–	–
Zone IV (B) (Multi-Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi-Family (MF) District	–	–
Zone IV (C) (Multi-Use)	Local Commercial (C-1) District, Single Family Residential (SF-20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District	–	–
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards	–	–
	TOTAL	3,190	800

* Indicates that use can be converted between single-family and multi-family as noted in the Development Standards Exhibit D.
** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.
– Indicates that maximums are to be determined by site plans and plats as development occurs.
Note: Non-Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D.

EXHIBIT C - ILLUSTRATIVE PLAN
SHERLEY FARMS

TELLUS GROUP

Commercial



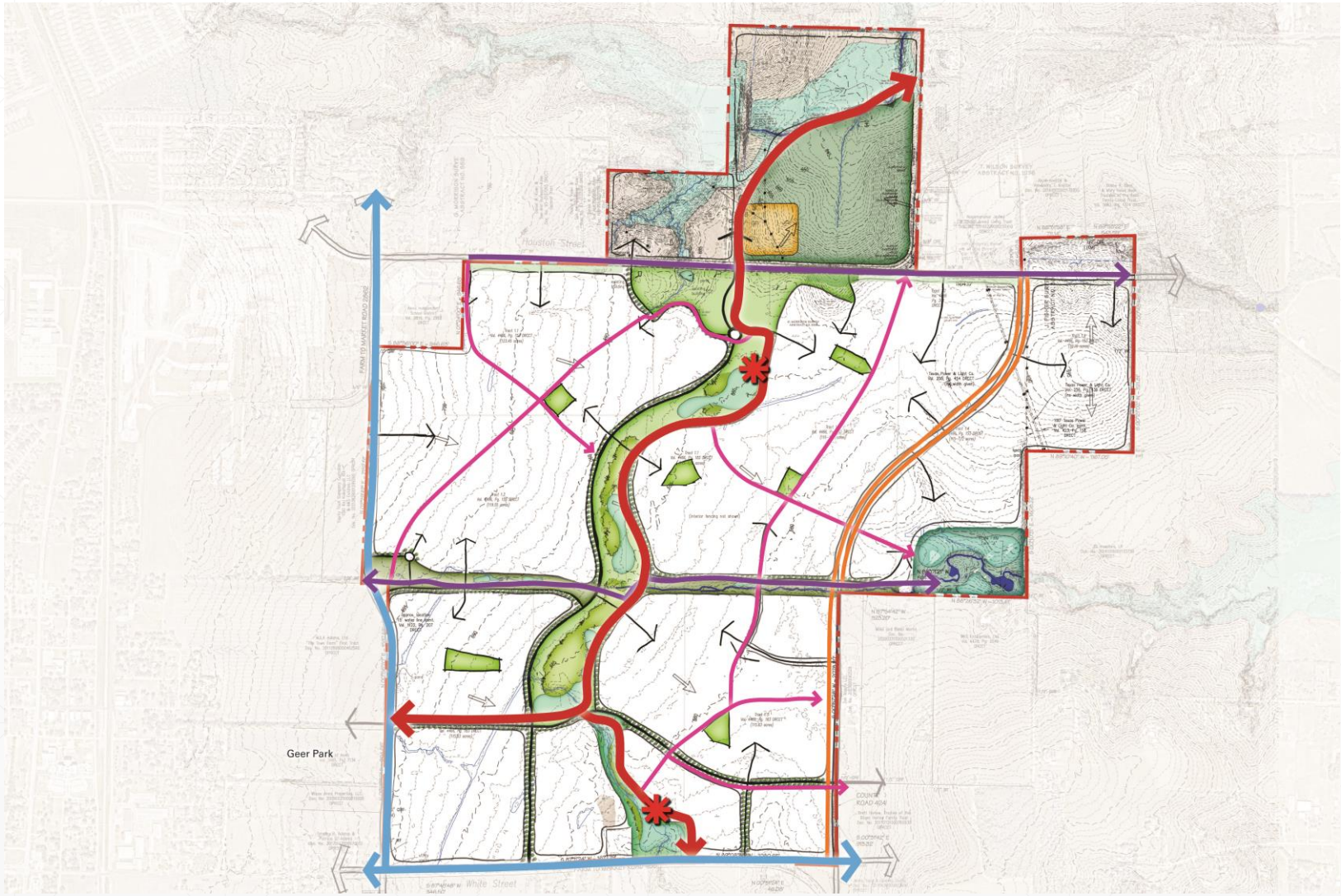
Commercial zone entitlement includes flexibility for a number of uses in order to:

- Respond to the City and the development as it evolves through buildout
- Adjust to market conditions
- Respond to and take advantage of proximity to Downtown Anna, Geer park through future planning efforts
- Flexibility will allow the commercial to respond to the neighborhood demand in size, type, and timing.

Multi-family flexibility

- 600 unit cap on multi-family units
- Zone 2 can flex to be either single family or multi-family
- Zone 3, multi-family is one use within range of allowed uses

Open Space & Trails Plan

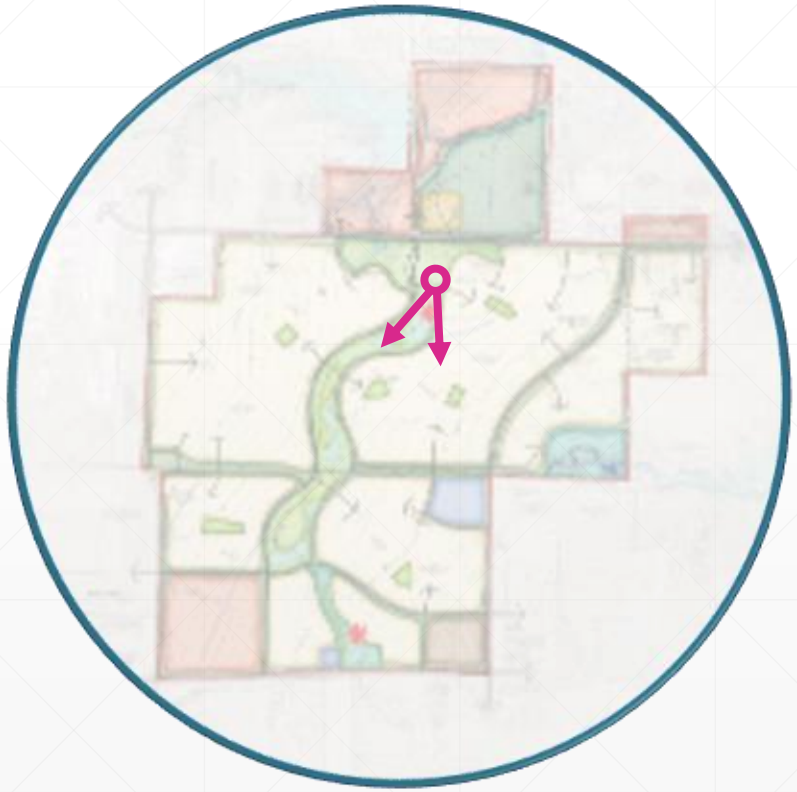


- Central Green
- Pocket Parks
- The Farm
- Agricultural Land
- Floodplain
- Regional Trail
- Roadside Trail (per thoroughfare plan street section)
- Roadside Trail (per thoroughfare)
- Community Trail
- Neighborhood Trail
- Amenity Center

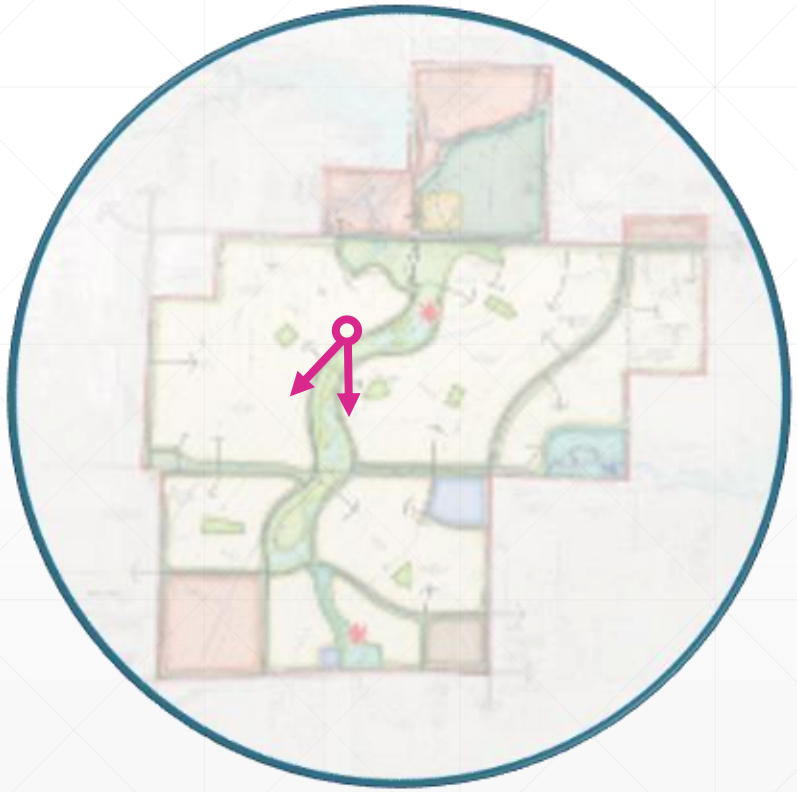
TELLUS GROUP

Entry Experience

Amenity Center



Central Green



The Farm

The Farm – Character Imagery

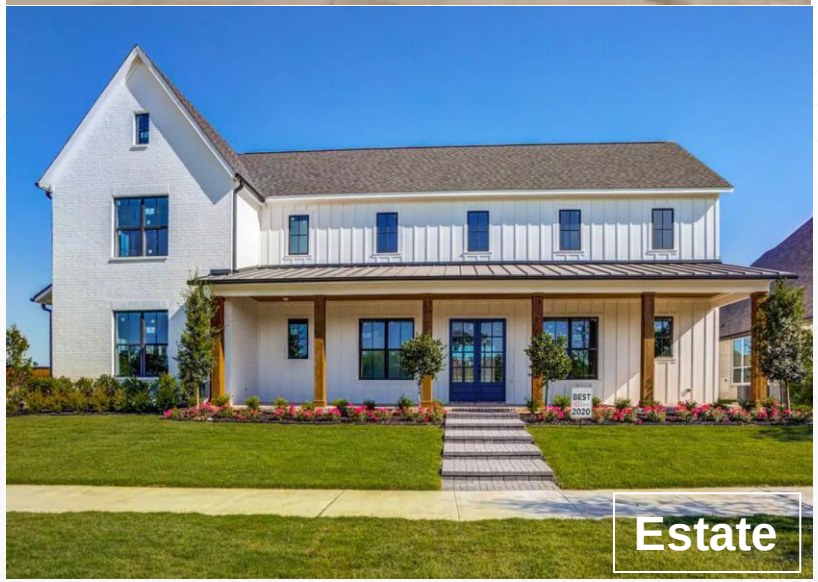
TELLUS GROUP

Tellus Group – High-Quality Builders

Tellus Group – High-Quality Builders

TELLUS GROUP

Tellus Group – High-Quality Builders



TELLUS GROUP

Tellus Group – High-Quality Builders

TELLUS GROUP

Project Impact

Sherley Farms: Mutual Goals

- **New, exciting, innovative development:** We know the City wants something different and more than what you have seen in the past. Tellus is committed to bringing best in class quality design to all of its communities and now to include Sherley Farms
- **High Quality, Built to Last, Owner-Occupied Homes:** Tellus understands that the best communities include quality builders, a sense of place, invested residents, and continuous commitment to preserving the community vision. We require builders to obtain architectural approval of design, require home buyers to agree in writing that their home will be a primary residence (not a rental), and continuously monitor each of these covenants to ensure the vision we brought to you today is the project you will see a decade from now and thereafter.
- **Aligned with the City's Strategic Vision**

City of Anna Strategic Plan: City Vision

Resilient
Anna's mobility and utility infrastructure consistently meets community needs by:
- Focusing on resiliency and the City's ability to recover from upsets
- Having a robust multi-modal transportation network
- Dependably delivering utility services to the City's neighbors and businesses

Unique
Anna is designed to be unique as it transforms from a bedroom community to a thriving city, with:
- Deliberate planning for the future
- A vision for innovative development and positive growth
- A variety of housing, jobs, and educational opportunities

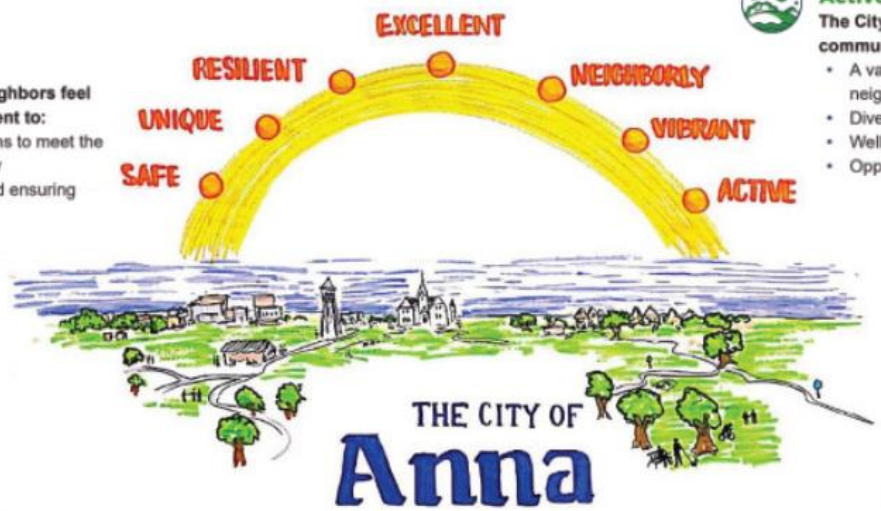
Safe
Anna is a community where neighbors feel safe due to the City's commitment to:
- Staffing public safety operations to meet the needs of a growing community
- Preparing for emergencies and ensuring excellent response times

Excellent
Anna is a high-performing City that implements best practices and pursues accreditation, demonstrating its commitment to:
- Ethical and collaborative decision-making
- Continuous improvement and achieving measurable outcomes
- Ensuring a positive work environment for Council, staff, and neighbors

Neighborly
Anna's community of neighbors has a sense of hometown pride and is:
- Caring and giving
- Engaged in the community
- Active in civic life

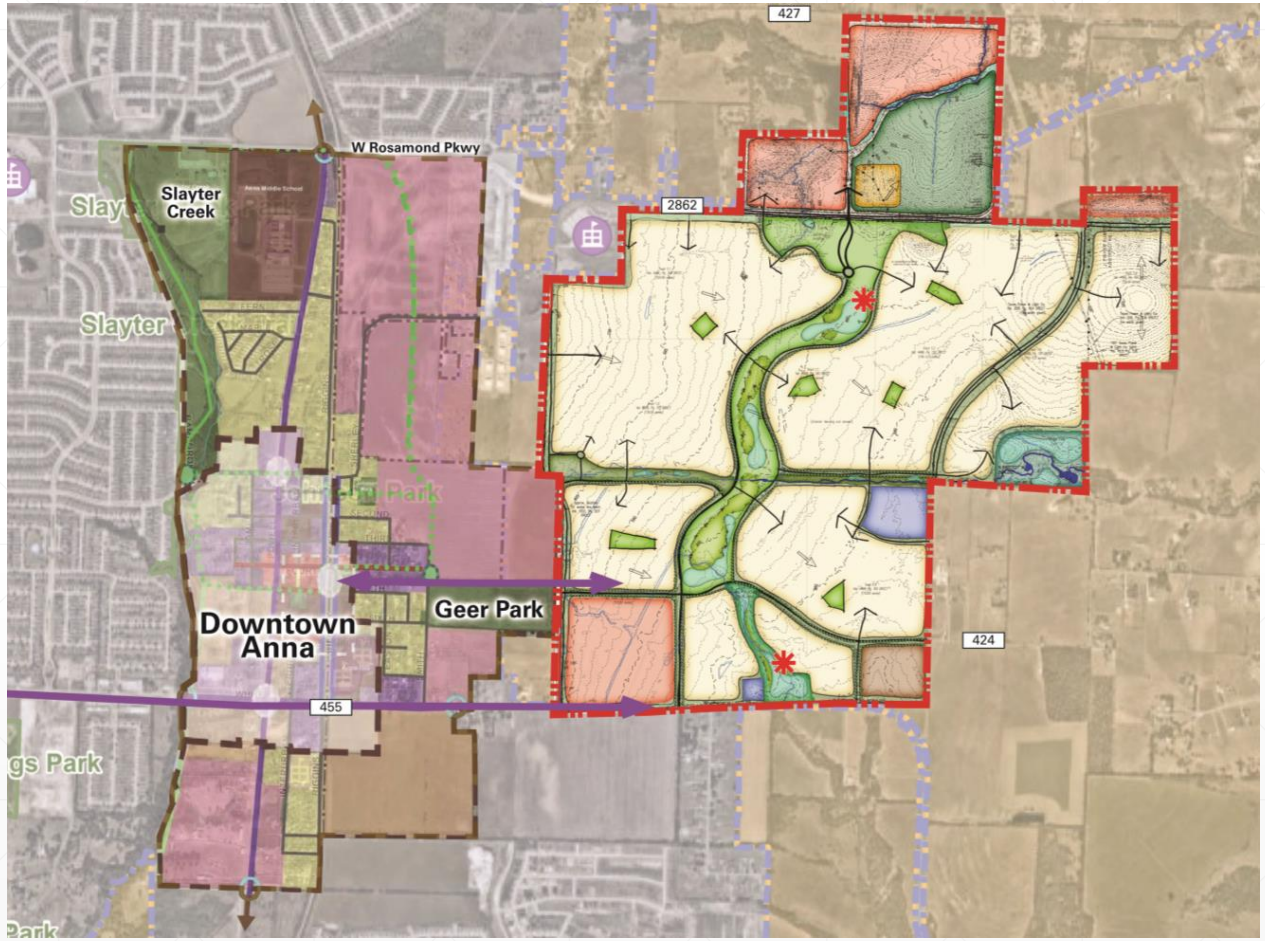
Vibrant
Anna has a quality workforce that contributes to a prosperous economy that includes:
- Diverse businesses with outstanding employment opportunities
- Easy access to a variety of events and entertainment venues
- A one-of-a-kind downtown

Active
The City of Anna promotes an active community through:
- A variety of social opportunities for neighbors and visitors
- Diverse recreational venues
- Well-maintained trails and natural areas
- Opportunities for lifelong learning



From City of Anna Strategic Plan

Delivering on City Vision



Synergy with Downtown Anna & consistent with City Vision for ***Uniqueness*** & something ***Different***

Unique
- ✓ Agrihood / Wellness focused community
- ✓ Lifestyle driven

Excellence
- ✓ High quality land planning & parks
- ✓ High quality Architectural requirements & builders to match
- ✓ Rental Restrictions

Active
- ✓ Park, Open space & trail connections

Resilience
- ✓ Mix of uses facilitating further interdependence

Vibrant
- ✓ HOA/lifestyle director and farm-focused activities

Neighborly
- ✓ A community-minded demographic.

Safe
- ✓ A tight knit community is a safer community

TELLUS
GROUP

Thank you

Appendix

CITY OF ANNA, TEXAS

RESOLUTION NO. 2024-12-1716

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE SHERLEY FARMS DEVELOPMENT AGREEMENT WITH TELLUS TEXAS III, LLC AND SHERLEY PARTNERS, LTD, RELATING TO DEVELOPMENT OF PROPERTY FOR A MIXED USE DEVELOPMENT

WHEREAS, Tellus Texas III, LLC and Sherley Partners, LTD (collectively, Developer) owns or controls approximately 1,123 acres of real property located in the municipal Extra-Territorial Jurisdiction of the City, in Collin County, Texas, (the "Property"); and

WHEREAS, the City Council and the Developer intend that the Property be developed in accordance with the Sherley Farms Development Agreement (the "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 Sherley Farms Development Agreement, attached hereto as **Exhibit 1**, and authorizes the Mayor's execution of the same. The Mayor and/or City Manager are hereby authorized to execute all documents and take all other actions necessary to finalize, act under, and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 17th day of December 2024.

ATTESTED:

Carrie L. Land

Carrie L. Land, City Secretary

APPROVED:

Pete Cain, Mayor

THE CITY OF Anna TEXAS 1913

EXHIBIT 1

SHERLEY FARMS DEVELOPMENT AGREEMENT

This Sherley Farms Development Agreement (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the "City"), TELLUS TEXAS III, LLC, a Texas limited liability company and its successors and assigns ("Tellus"), and SHERLEY PARTNERS, LTD., a Texas limited partnership and its successors and assigns ("Owner" and together with Tellus, the "Developers") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1
RECITALS

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

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, Owner owns, and Tellus is under contract to purchase a portion of, the approximately 1,123 acres of real property, described by metes and bounds in **Exhibit A** (the "Property"); and

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

WHEREAS, it is intended that the Property, which is depicted in **Exhibit B**, be developed to contain single-family homes of various sizes, townhomes, multi-family, commercial and other mixed-use development constructed over multiple phases and is to be known and referred to as "Sherley Farms" (the "Project"), as generally depicted on the Illustrative Layout (as defined herein), which is attached hereto as **Exhibit C**, which may be revised as set forth in this Agreement, and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Illustrative Layout is intended to comply with the vision of the 2050 Comprehensive Plan; and

WHEREAS, the Owner and Tellus (to the extent Tellus has taken ownership of any portion of the Property) intend to file a voluntary petition for annexation of the Property; and

WHEREAS, the Parties intend for the City to provide water and sewer service to the Property; and

WHEREAS, the Developers desire and intend to design, construct and install and/or make financial contributions to certain Authorized Improvements to serve the Project; and

WHEREAS, in consideration of the Developers' agreements contained herein, the City shall use reasonable efforts to exercise its powers under Texas Local Government Code, Chapter 372 (the "PID Act") to create a PID (as defined herein) encompassing the Property to provide financing arrangements that will enable Developers to do the following in accordance with the

procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the PID Projects using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the PID Projects, the source of which reimbursement will be installment payments from Assessments within the PID, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, in consideration of the Developers' agreements contained herein, as allowed by law, the City agrees to exercise its powers under the TIRZ Act to create the TIRZ and to dedicate fifty percent (50%) of the City's ad valorem tax increment, less collection and administrative costs, attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of up to forty (40) years: (a) for property located in a Single-Family Subzone (as defined herein) to offset or pay a portion of any Assessment levied on assessed parcels within the PID for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIRZ Act and (b) for property located in a Commercial Subzone, to the extent such property is not subject to Assessments or all ad valorem tax increment generated on a particular parcel in the Commercial Subzone is not needed to offset Assessments, to fund a Chapter 380 Grant as described herein; and

WHEREAS, after creation of the PID and the TIRZ, all of the City's administrative costs associated with the PID will be funded by the levy of Assessments on the Property in accordance with the PID Act, and all of the City's administrative costs associated with the TIRZ will be funded from the TIRZ Revenue in accordance with the TIRZ Act; and

WHEREAS, the City desires to provide certain economic incentives related to the commercial development on the portions of the Property designated for commercial development;

WHEREAS, the Parties desire and intend for the design, funding, construction, and installation of the Public Infrastructure to occur in a phased manner over the Term of this Agreement and that Developers will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the PID Projects and approved by the City Engineer or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds for each respective Phase of the Project); and (iii) issue, in multiple series, estimated to be $300,000,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the PID Projects and paying associated costs as described herein; and

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

WHEREAS, the Developers understand and acknowledge that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, the Developers understand and acknowledge that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit development of the Property; and

WHEREAS, following annexation of the Property, the City intends to consider zoning any portion of the Property in the corporate limits as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement; and

WHEREAS, the City recognizes the positive impact the Public Infrastructure will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state; and

WHEREAS, as the Property is in the City's ETJ on the Effective Date of this Agreement, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code and that all prerequisites for entering into such agreement have been completed in full and that the City has provided the Developers with the written disclosures required when offering this Agreement under Section 212.171(b-1), said section being incorporated herein as if set forth in full;

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

SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and applicable provisions of the Anna 2050 Parks Master Plan adopted by the City Council on April 27, 2021 under Ordinance No. 903-2021 and as amended as of the Effective Date.

Administrative Expenses means reasonable expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ.

Administrator means an employee, consultant, or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Assessment(s) means the special assessments levied on the Property pursuant to the PID Act on a Phase-by-Phase basis, under one or more Assessment Ordinances adopted on a Phase-by-Phase basis to reimburse the Developers on a Phase-by-Phase basis for a portion of the PID Projects benefitting the applicable Phase(s) as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds.

Assessment Ordinance means an ordinance approved by the City Council under the PID Act levying one or more Assessment(s).

Authorized Improvements means the PID Projects and all on- and off-site public water, sewer, drainage, and roadway facilities, rights-of-way, along with other public improvements, such as parks, trails, landscaping and screening, that benefit the Property, are to be constructed by Developers, are identified on **Exhibit E**, and for which the Parties intend Developers will be fully or partially reimbursed pursuant to the terms of this Agreement.

Bond Ordinance means each ordinance adopted by the City Council that authorizes and approves the issuance and sale of any PID Bonds for the applicable Phase(s) of the Project.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth by Phase in **Exhibit E**.

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

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan or "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.

Chapter 245 means Chapter 245, Texas Local Government Code, as amended.

Chapter 380 Agreement means an agreement, other than the Impact Fee 380 Agreement, in which the City agrees to provide a Chapter 380 Grant pursuant to Chapter 380, Texas Local Government Code, as amended.

Chapter 380 Grant means any grant provided by the City pursuant to a Chapter 380 Agreement as described in this Agreement.

Chapter 395 means Chapter 395, Texas Local Government Code, as amended.

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

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date;

provided, however, that as it relates to Public Infrastructure for any given Phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that Phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

City Engineer means the person or entity acting as the City Engineer.

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

City PID Fee means the per single-family-residential-lot fee to be paid to the City in accordance with the established City PID Policy as of the Effective Date and in accordance with Section 5.21 hereof.

City PID Policy means the City of Anna Public Improvement District Policy approved by the City Council on June 23, 2020 via Resolution No. 2020-06-747.

City Regulations mean City Code provisions, ordinances, design standards (including but not limited to the City design standards and the Development Standards), uniform codes, policies, requirements, limitations, restrictions, and other regulations (including but not limited to all fees and land dedications applicable to the Project) duly adopted by the City and in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Regulations and the PD, the PD shall control. The term does not include Park Fees, which shall be waived on the Property in accordance with this Agreement.

Concept Plan means the intended conceptual plan for each Phase of the Project as may be approved by the City in accordance with Section 5.7 in which case it shall fully supersede and replace the Illustrative Layout.

Cost Underruns means actual PID Projects Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means, when used in the singular, the entity developing and constructing Authorized Improvements on a particular Phase or portion of the Property, such entity being Tellus or the Owner as the context requires.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement

of either of the Developers executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means each construction fund account created under an Indenture, if any, funded by either of the Developers, and used to pay for portions of the acquisition, design, and construction of the PID Projects for a particular Phase of the Project attributable to a Developer, the need for which account shall be determined on a Phase-by-Phase basis.

Development Standards mean the design specifications and construction standards identified in Section 5.13 of this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement and the City's legal counsel has signed this Agreement, approving same as to form; provided that, notwithstanding anything contained herein, no obligation of Tellus to construct Authorized Improvements on any portion of the Property that solely benefit such portion of the Property or obtain any easements or rights-of-way therefor shall take effect until Tellus has taken ownership of such portion of the Property.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA or POA.

Equivalent Dwelling Unit (EDU) means the water and/or sewer capacity equal to one single family residential unit.

ETJ shall have the meaning given to it in the Recitals.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County, Texas.

HOA means one or more homeowners associations formed with respect to and single-family residential portion of the Project, which shall privately function as a homeowners association for the Project.

Home Buyer Disclosure Program means the disclosure provisions relating to property located in public improvement districts set forth in Chapter 5 of the Texas Property Code, which establish a mechanism to disclose to each buyer the terms and conditions under which their lot is burdened by Assessments.

Illustrative Layout means the intended plan for the development of the Project as depicted on **Exhibit C**.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Improvement Account of the Project Fund means the construction fund account created

under a particular Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed with respect to the particular Phase for which such PID Bonds are issued.

Independent Appraisal means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Phase for which Assessments have been levied as established by publicly available data from the Collin Central Appraisal District, (ii) the Collin Central Appraisal District Chief Appraiser's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction, (iii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the particular Phase for which said Assessments have been or will be levied, as applicable, or (iv) a certificate delivered to the City by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the particular Phase, as applicable, for which such Assessments have been levied based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in such Phase for which the Assessments have been levied or (y) the sales price in the actual lot purchase contracts in the particular Phase for which such Assessments have been or will be levied, as applicable.

Institutional Investor shall mean an entity or individual that intends or desires to purchase more than five (5) detached single-family lots within the Project to construct or cause to be constructed homes owned by such entity or individual thereon to be owned for rental or leasing purposes.

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

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code and shall include any "park development fees" as described in City Code.

Phase means any distinct phase of development on the Property which is to be developed concurrently as finished lots.

Phase 1 means the initial phase of development on the Property which is to be developed concurrently as finished lots.

Phase 2 means the first subsequent phase of development on the Property which is to be developed concurrently as finished lots after Phase 1.

PID means one or more public improvement districts encompassing all or a portion of the Property, for which the City agrees to exert reasonable efforts to create for the benefit of certain portions of the Project pursuant to the PID Act and this Agreement.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bond(s) means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the PID Projects.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, but not limited to, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

PID Financial Summary means the document attached to this Agreement as **Exhibit K**, which summarizes financial data related to the PID.

PID Projects means all water, wastewater/sewer, drainage, roadway, park, trail, landscape, irrigation, hardscape, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project and which shall be owned by the City or dedicated to the City by easement and maintained by the City (unless the City requires another entity to maintain projects such as trails, parks or landscaping as provided in Section 5.6 herein), including those identified in the PID Documents and outlined in **Exhibit E**.

PID Projects Cost means the actual cost of design, engineering, construction, acquisition, and/or inspection of the PID Projects, along with Administrative Expenses associated with the PID.

PID Resolution means the resolution adopted by the Council creating the PID as recorded in the real property records of Collin County, Texas.

POA means one or more property owners associations that may be formed with respect to the commercial and multifamily portions of the Project.

Project and Finance Plan means a final TIRZ Project and Finance Plan approved and adopted by the City in accordance with this Agreement as such plan may be amended from time to time.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed by Developers and dedicated to the City under this Agreement. The term includes the PID Projects.

Real Property Records means the official land recordings of the Collin County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Reimbursement Agreement means an agreement by and between the City and the applicable Developer by which the Parties establish the terms by which the applicable Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments for the respective Phase.

School Site means a tract of land of up to ten (10) acres (or such size as agreed to by Tellus and Anna ISD at the time of dedication) that Tellus shall convey or dedicate to the Anna ISD (as defined herein) for use as a school.

Service and Assessment Plan ("SAP") means the service and assessment plan for the PID, to be adopted and updated at least annually by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Project located within the boundaries of the PID having terms, provisions, and findings approved by the City, as required by the PID Act and this Agreement.

TIRZ means a tax increment reinvestment zone encompassing any portion of the Property to be created by the City pursuant to the TIRZ Act.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means collectively the TIRZ Project and Finance Plan, the TIRZ ordinance, and the TIRZ participation agreement(s) with other taxing entities, if applicable.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Revenue means the tax increment received by the City from the City property taxes levied against the Property and to be deposited into the TIRZ Fund(s) in accordance with the TIRZ Act.

SECTION 3
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation of the PID; Levy of Assessments. The City shall use reasonable efforts to initiate and approve all necessary documents, resolutions and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID encompassing the Property, and to levy the Assessments. For each Phase of development, the City will prepare and approve a preliminary Service and Assessment Plan (or amended Service and Assessment Plan) providing for the levy of the Assessments such Phase of the PID. Promptly following preparation and approval of a preliminary SAP acceptable to the applicable Developer for the portion of the Property being assessed and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance for the applicable Phase within the PID. Developers shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Prior to the levy of the Assessment applicable to a particular Phase of the Project, the applicable Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by the applicable Developer and (b) cause covenants running with the land to be recorded against the portion of the Property within the applicable Phase that will bind any and all current and

successor developers and owners of all or any part of such Phase of the Project to pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby. Assessments may not be levied on any land owned by a Developer without the express prior written consent of that Developer required by this section. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable Phase, except for the final SAP which will be recorded by the City upon its approval in accordance with the PID Act. The Developers hereby acknowledge and accept the Home Buyer Disclosure Program.

SECTION 4
AUTHORIZED IMPROVEMENTS, PID PROJECTS, AND PUBLIC INFRASTRUCTURE

4.1 PID Projects. Prior to the issuance of PID Bonds, the PID Projects and PID Projects Costs are subject to change as may be agreed upon by the Developers and the City and, if changed, shall be updated by Developers and the City consistent with the Service and Assessment Plan and the PID Act. All approved final plats within the Property shall include those PID Projects located therein and the respective PID Projects Costs shall be finalized before the applicable final plat is approved by the City Council. Without limiting the foregoing, and on a Phase-by-Phase basis, as applicable, PID Projects Costs, the timetable for installation of the PID Projects, and all other pertinent information and data will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City Council consistent with the requirements of Section 372.013(b) of the PID Act.

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Infrastructure.

(a) Construction Standards and Inspection. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure. The Developers agree to cause all Public Infrastructure to be constructed in a good and workmanlike manner. Upon request, the City shall provide "tax-exempt" letters to Developers for use by all contractors, subcontractors, and suppliers installing Public Infrastructure within the Property.

(b) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. The Parties acknowledge that, as of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, the applicable Developer's engineer shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work.

(c) Ownership. All of the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Subject to Section 5.20, the Developers agree to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements and Public Infrastructure to the City and the public.

(d) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements (except to the extent the City requires another entity to maintain improvements in accordance with Section 5.6).

(e) Applicability. Subsections (a)-(b), above, shall not apply to Public Infrastructure that the City is obligated to fund and construct under this Agreement, if any.

4.3 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, each Developer shall provide all Public Infrastructure necessary to serve the portion of the Project owned and being developed by such Developer, including without limitation streets, utilities, drainage, sidewalks, parks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City Engineer or his/her designee. The applicable Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. The applicable Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of final platting as required by City Regulations. Such plans shall be approved by the City Engineer or his/her designee prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed which includes such Public Infrastructure.

4.4 Maintenance Bonds. The applicable Developer shall execute or cause to be executed a valid maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure constructed by such Developer, arising from defective workmanship or materials used therein, for a full period of not more than two (2) years from the date of final acceptance of the Public Infrastructure constructed under any such contract(s).

4.5 Inspections, Acceptance of Public Infrastructure, and Developers' Remedy. The City shall inspect, as required by City Regulations, the construction of all Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release Developers from their responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure with respect to their owned portions of the Property in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. The Developers'

sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

4.6 Insurance. The applicable Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure with respect to the applicable Developer's owned property is under construction (and until the full and final completion of such Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by the applicable Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall 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. Upon the execution of Public Infrastructure construction contracts, the applicable Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies. Each such policy shall provide that, at least thirty (30) days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

SECTION 5
ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Tellus Obligations. Tellus is responsible for the design, installation, and construction of the wastewater/sanitary sewer improvements necessary to serve the Property as generally depicted on **Exhibit F-1** (the "Major Sewer Improvements"), provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof. The design of all Major Sewer Improvements shall be approved by the City in advance of the construction of same and shall be constructed in accordance with the Exhibit F-3 (the "Sewer Improvements Schedule"). Subject to the City's obligations under Section 5.20 and Section 5.1(c), Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for Major Sewer Improvements, the size and extent of each such easement or other property interest to be approved by the City. The maximum width of the required easement shall not exceed 2.5 times the depth of the sewer line for linear improvements. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. The City will reimburse Tellus for the costs of the Major Sewer Improvements, and costs of obtaining any necessary offsite easements for the Major Sewer Improvements, through the Eligible Infrastructure Grant as set forth in Section 7.3.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site wastewater/sanitary sewer improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase; provided that the

applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) City Constructed Sewer Infrastructure. The City will construct the sewer improvements shown on **Exhibit F-2** (the "City Constructed Sewer Infrastructure"). Design work, construction start, and construction completion of the City Constructed Sewer Infrastructure shall be in accordance with the timing shown on **Exhibit F-3** (the "Sewer Improvements Schedule"). The City may make adjustments to the scope of the City Constructed Sewer Infrastructure shown in **Exhibit F-2** and provide an updated timeline for construction of such revised City Constructed Infrastructure (the "Revised City Constructed Sewer Infrastructure"), subject to the review and approval by the City Engineer, if the City delivers to Developers (i) engineering studies reviewed and approved by the City Engineer showing that such Revised City Constructed Sewer Infrastructure (a) does not negatively impact the ability of the Project to flow its sewer downstream and (b) provides for access to sewer services consistent with the schedule set forth **Exhibit F-3** on the Effective Date, and (ii) an updated schedule for construction of such Revised City Constructed Sewer Infrastructure reflecting access to an equivalent number of ESFCs for each Phase of development shown in a manner consistent with the timing shown on **Exhibit F-3** on the Effective Date. After delivery of the foregoing, any such changes shall constitute an amendment to **Exhibit F-2** and **Exhibit F-3** upon the delivery of a written instrument signed by the City Manager approving same to the other Parties hereto, and thereafter references to "City Constructed Sewer Infrastructure" herein shall be deemed to refer to such Revised City Constructed Sewer Infrastructure.

Any adjustments solely to the timing of available capacity provided by the City Constructed Sewer Infrastructure shown in **Exhibit F-3** is subject to review and approval by Tellus and the City Engineer. The City and Tellus may amend **Exhibit F-3** by delivery of a written instrument signed by Tellus and the City Manager approving same to all parties hereto.

If the City does not complete the City Constructed Sewer Infrastructure in time or in a manner sufficient to serve a particular Phase of the Development as provided in the Sewer Improvements Schedule for any Phase of the Development (to the extent modified in accordance with the preceding paragraphs):

(i) the City agrees to provide, at its sole cost, pump and haul service for sewage until such time as the City Constructed Sewer Infrastructure is complete to serve that particular Phase of development, and shall approve plats and allow the issuance of building permits in the Development in accordance with Section 5.12 below. In the event that existing permanent infrastructure is insufficient to provide sewer services to any Phase of the Development and the City has to utilize pump and haul to accommodate sewer flows in such Phase of the Development, then the City, at City's cost, will construct the necessary sewer lines and lift station to facilitate a pump and haul operation from the location designated in Exhibit F-1 labeled "Prop. Regional Lift Station." Pump and haul services in any applicable Phase shall continue at City's cost until such time as the permanent sewer infrastructure is constructed in a manner to provide service for all flows produced in the applicable Phase of the Development for which the pump and haul services are being provided. The expected location of the "Proposed Regional Lift Station" is the northeast corner/quadrant

of the future intersection of FM 455 and the collector road illustrated on Exhibit F-1. Any alternative location for the "Proposed Regional Lift Station" shall be approved by the Developers as part of a good faith effort and, provided that the Developers have evidenced their written consent to the City, the location of the "Proposed Regional Lift Station" may be changed without an amendment to this Agreement.; and

(ii) the City agrees that it shall not withdraw any City PID Fees collected for the particular Phase until the City has completed the City Constructed Sewer Infrastructure for such Phase in a manner to permanently provide sewage service for such Phase without any pump and haul services described in (i), above.

5.2 Water Facilities.

(a) Developers' General Obligations. Developers are responsible for design, installation, and construction of the respective on-site water improvements necessary to serve the applicable portion of the Property owned and being developed by each. Subject to the provisions of Section 5.2(c) hereof, Tellus is responsible for design, installation, and construction of certain major water lines as generally depicted in as generally depicted on **Exhibit G** (the "Major Water Improvements") provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.20, Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Major Water Improvements, the size and extent of each such easement or other property interest to be approved by the City provided that the maximum width of the required easement shall not exceed 2.5 times the depth of the water line. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. Tellus' costs of obtaining such easements may be included in the projects to be reimbursed through the Eligible Infrastructure Grant. Tellus is not required to begin construction of a second point of connection to the City's water system until the issuance of the 250th certificate of occupancy for the Project.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site water improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase, provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) Major Water Improvements. Tellus will construct the Major Water Improvements each as depicted on **Exhibit G**. The Major Water Improvements shall be constructed in the size shown on **Exhibit G** or such dimensions as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements and shall be oversized as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements. The City will reimburse Tellus for the costs of the Major Water Improvements through the Eligible Infrastructure Grant.

5.3 Water and Wastewater Services; Ownership of Water and Wastewater Infrastructure.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed and reserves such capacity for the Project. The City agrees to provide a will-serve letter for water service upon written request of either of the Developers.

(b) It is acknowledged that the City currently has sufficient wastewater capacity for the expected 957 Equivalent Dwelling Units in Phase 1 and Phase 2 of the Project. The City agrees to make such capacity available to Tellus. The City shall expand the capacity of its wastewater treatment system in accordance with **Exhibit F-2** and the Sewer Improvements Schedule on **Exhibit F-3** to provide for service to each Phase of the Development in accordance with the Sewer Improvements Schedule and agrees to reserve capacity for each Phase of the Development as each phase of the City Constructed Sewer Improvements is completed. The City agrees to provide a will-serve letter for wastewater service upon written request of either of the Developers.

(c) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving 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. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

5.4 Roadway Facilities and Drainage Improvements.

(a) Developers General Obligations. Developers are respectively responsible for the design, installation, and construction of all on-site roadway facilities required to serve the portions of the Property owned and being developed by such Developer. Subject to the provisions of Section 5.4(d) hereof, Tellus is responsible for design, installation, and construction of certain major road improvements as generally depicted on **Exhibit H** (the "Major Roadway Improvements") and such Major Roadway Improvements shall be reimbursed through the Eligible Infrastructure Grant. The design of all roadway improvements shall be approved by the City in advance of the construction.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any Phase of the Project, the applicable Developer shall complete, in a good and workmanlike manner, construction of all on-site roadway facilities and related improvements necessary to serve such Phase in accordance with construction plans approved by the City; provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. The Developers shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve their applicable portions of the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Neither Developer shall be responsible for the design, installation or construction of drainage/detention infrastructure unless located on that Developer's property and a Developer may not construct drainage/detention infrastructure with a material impact on the other Developer's property without the express written consent of the other Developer. Prior to the recordation of the final plat for any Phase of development, the applicable Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such Phase provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Upon inspection, approval, and acceptance, City shall maintain and operate the drainage improvements for the Property. The HOA, POA, or other entity as applicable, will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

(d) CR 424 Improvements. Within the Project, Tellus shall construct what is currently referenced on the City's Thoroughfare Plan as CR 424 as a collector road section in an alignment generally consistent with that shown on **Exhibit H-1** unless the Developers mutually agree that the project traffic impact analysis does not support that option. Should the traffic impact analysis not support the layout in **Exhibit H-1** and/or collector road section for CR 424 in **Exhibit D,** Tellus will construct a subsequent alternative option as mutually approved by the City Engineer and Developers. To the extent that an alternative option is provided by Owner, Tellus or City, the applicable other Parties shall have sixty calendar days to review and respond to such alternative option in writing.

5.5 Infrastructure Oversizing. The Developers shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction of such improvements attributable to the oversizing required by the City from sources other than PID Bond Proceeds, funds from the TIRZ that the City is obligated to utilize for this Project under Section 7.1, Assessments, or the Eligible Infrastructure Grant. In the event either of the Developers is required by the City to construct or cause the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and none of the PID Bond Proceeds, the TIRZ Increment that the City is obligated to utilize for this Project under Section 7.1, or the Eligible Infrastructure Grant shall be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure.

5.6 Mandatory HOA and POA. If a Phase includes single family residential, then Developers will create, in a manner acceptable to the City, an HOA, which HOA, whether one or more, shall be required to levy and collect from home owners within the PID HOA fees (annually, quarterly or monthly) in an amount calculated to maintain the open spaces, parks, common areas, hike and bike trails located in common areas, portions of which trails and parks will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and

screening walls within the PID. Common areas including but not limited to screening, landscaping, gardens, entrances to the Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City. To the extent that a Phase includes commercial or multifamily development with open space, common areas, and the like that are shared by more than one separately platted parcel, then, such common areas, open space and the like shall be maintained by a POA created for such commercial or multifamily development in the manner set forth in this paragraph or shall be maintained under a reciprocal easement agreement, declaration of covenants, conditions and restrictions, or other covenant regarding land use. To the extent a POA is created, the applicable declarant shall have the option of whether or not to include single-family residential in such POA.

5.7 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. Prior to approval of the Zoning, the Developers may revise the Illustrative Layout through an administrative approval, provided the number of residential lots shown on the Illustrative Layout does not increase by greater than ten percent (10%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than ten percent (10%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than ten percent (10%). Nothing in this paragraph shall preclude Developers from applying directly to the City Council for approval of any Illustrative Layout revisions, including revisions greater than the percentages listed herein. If the Developers submit a revised Illustrative Layout as provided by this section and the City Manager or his/her designee determines that the Illustrative Layout should be administratively approved, the City Manager or his or her designee shall cause the revised Illustrative Layout to be attached to the official version of this Agreement on file with the City's Secretary's office, and the Developers shall record a memorandum of the revised Illustrative Layout in the Real Property Records.

(b) A Concept Plan will be required as part of the zoning process identified in Section 9.1 and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. Revisions to the Concept Plan that is part of approval of zoning may be subsequently revised with approval by the City Council and/or the Planning and Zoning Commission through the normal zoning process.

(c) If the Developers submit a Concept Plan as provided by this section and the City Manager or his/her designee determines that the Concept Plan should be administratively approved, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developers shall record a memorandum of the revised Concept Plan in the Real Property Records.

5.8 Community Amenities. Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project as described in (a) and (b) below.

(a) Tellus shall be required to construct the following three (3) amenities:

(1) An amenity center located in Phase 1 (the "Phase 1 Amenity Center") on a minimum 2 -acre site containing an amenity center building of at least 4,000 sf air conditioned square feet which can be split between multiple buildings, a minimum 3,500 sf -size swimming pool which can be split between multiple pools, bathrooms, a playground and an open recreation area, which amenity center shall commence construction prior to the 250th building permit and shall be completed within twenty four (24) months of commencement;

(2) A second amenity center located generally as shown on **Exhibit C** containing an amenity center building or shaded structure, bathrooms, a playground and an open recreation area to commence construction prior to the 1,750 building permit and shall be completed within eighteen (18) months of commencement;

(3) A working farm-style amenity center with operational farming facilities (the "Farm Amenity"). Tellus will commence construction of the first phase of the Farm Amenity prior to the 600th building permit and shall complete construction of the first phase within eighteen (18) months of commencement. The Farm Amenity shall be solely owned, operated and maintained by Tellus, a Tellus controlled entity or the HOA. The Farm Amenity will include a minimum five (5) -acre programmed site adjacent to the working farm. The first phase of the Farm Amenity will include the following features at a minimum: a working farm, a structure for agricultural education, a multi-use field area for events, and a parking lot;

(b) Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project. Tellus shall be required to construct four (4) of the following nine (9) amenities (such four (4) amenities, together with the three required amenities in this section, collectively, the "Community Amenities"):

(i) playground (2-5 years of age);

(ii) playground (5-8 years of age);

(iii) sand volleyball court or tennis court or pickleball court;

(iv) basketball court;

(v) the trails and open space described in Section 5.9;

(vi) outdoor workout equipment along hike and bike trails;

(vii) Three or more pocket parks at least 1 acre in size each;

(viii) dog park; and

(ix) park benches, trash cans, and pet stations along the trail and in the dog.

General depictions of a portion of the Community Amenities, which are provided as examples but are not binding on Tellus, are included on Exhibit I. To the extent that any Community Amenities may be included as PID Projects pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are

not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.9 Parkland Dedication Credit. Tellus shall timely improve and construct the Farm Amenity and timely construct trails and dedicate such trails as outlined in this Section 5.9, and the applicable Developer shall dedicate open space in the final plat for each phase each as generally depicted on **Exhibit J** (collectively, the "Trails and Open Space Acreage"). Provided the Developers cause such Trails and Open Space Acreage to be dedicated for such purposes, Developers shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on the Property. To be considered timely for any given Phase, with respect to open space, the applicable Developer shall dedicate the open space applicable to such Phase as shown on **Exhibit J** at the time of the filing of the final plat for such Phase, with respect to the trails applicable to such Phase, and complete construction of such trails within nine months of the recordation of the final plat for such Phase, subject to force majeure. For any Phase that is developed without Developer timely causing such Trails and Open Space Acreage to be constructed and dedicated as shown on **Exhibit J**, the City's otherwise applicable Park Fees shall apply and not be waived for such Phase. Notwithstanding the foregoing to the contrary, by execution of this Agreement, Owner shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on Zone III and Zone IV (as identified on the Illustrative Layout). Any dedication of Trail and Open Space Acreage under this Section 5.9 may be by public access easement or fee dedication at the election of the applicable Developer. For the avoidance of doubt, the Developers shall not be required to provide a public access easement or dedication of any amenity center described in Section 5.8.

5.10 Impact Fees.

(a) Impact Fees shall be assessed and collected on the Property at the rates in effect at the time of submission of an application for a building permit. The City shall collect Impact Fees from all third-party permit applicants within the Property. Upon the payment of Impact Fees, such payments shall be sequestered into a separate account created with the City (the "Sherley Farms Impact Fee Account") to facilitate the payment of the Eligible Infrastructure Grant described in Section 7.3 hereof.

(b) To the extent that the Eligible Infrastructure is not currently included in the City's CIP, the City agrees to take all necessary steps to include Eligible Infrastructure, along with any additional Authorized Improvements that may reasonably qualify as Capital Improvements, in the City's CIP. The City acknowledges that Tellus is providing certain Capital Improvements on the Property and the Eligible Infrastructure, to the City at the initial cost of Tellus.

5.11 Dedication of Water Tank Site and School Site.

(a) When requested by Anna Independent School District ("Anna ISD"), Tellus shall convey or dedicate the School Site to Anna ISD and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic, radio, electromagnetic or other similar wireless transmission equipment.

(b) Tellus shall, at the request of the City after Tellus has taken ownership of the applicable portion of the Property, convey a site of up to 1.5 acres located in the PID to the City for use in construction of an elevated water storage tank. The elevated storage tank site (the "Elevated Storage Tank Site") shall be in a location mutually agreeable to the City and Tellus at the time of conveyance and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic radio, electromagnetic or other similar wireless transmission equipment. The dedication and conveyance of such Elevated Storage Tank Site shall be reimbursable through the Eligible Infrastructure Grant.

(c) Notwithstanding subsection (b), above, if the City determines to construct a fire station at the Elevated Storage Tank Site, then Tellus shall increase the size of the conveyance to a total of three (3) contiguous acres with the same restrictive covenants described in said subsection (b); provided, however, that such restrictive covenants shall not restrict the use of any equipment that is necessary for emergency services communications purposes.

(d) In addition to subsections (a), (b) and (c), above, if the City adopts an ordinance governing electronic radio, electromagnetic or other similar wireless transmission equipment, the Developers and the City shall endeavor in good faith to amend the applicable zoning to govern the use of electromagnetic transmission equipment within the Property.

5.12 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after the applicable final plat is approved, the City approves the applicable maintenance bond(s) required under Section 4.4, and the City issues final written acceptance of any Public Infrastructure necessary to serve such applicable portion of the Property with utility, fire safety (i.e., paving complete and water system/hydrants installed, tested and pressurized) and roadway service; provided that the City shall allow for the issuance of building permits for up to 10% of the single-family building permits in any Phase of the Development once the applicable Developer has achieved fire safety. To assist in the determination as to whether building permits for any Phase of development should be issued, the applicable Developer shall include all Public Infrastructure necessary to serve such Phase with utility, fire safety, and roadway service in the construction plans required to be submitted under applicable City Regulations. Notwithstanding the foregoing, the City shall not unreasonably withhold plat approval for any Phase of development and shall issue building permits and certificates of occupancy and provide utilities for any structure on the Property if the applicable Public Infrastructure to provide utility and roadway service other than the City Constructed Sewer Infrastructure shown on **Exhibit F-2** is complete and pump and haul service is being provided pursuant to Section 5.1 of this Agreement.

5.13 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 Standards (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 Illustrative Layout set forth on **Exhibit C** and the development regulations for the Property set forth on **Exhibit D** (except as otherwise approved in accordance with Section 5.15 in the event of conflicts) (the "Development Standards");

(e) upon annexation pursuant to Section 9.1, 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 in effect on the Effective Date.

The Governing Regulations are the controlling 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.

5.14 Compliance with Materials and Methods Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) are enforceable as relates to the Property and its use and development, including but not limited to any such City Regulations that would otherwise be unenforceable under Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations") and the Material and Methods Regulations are incorporated herein as if set forth in full; 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. The Zoning Ordinance shall also be considered to be Materials and Methods Regulations to the extent that its requirements and restrictions would otherwise be unenforceable under Chapter 3000 of the Texas Government Code

5.15 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of

any conflict between the Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control until the PD Zoning (as defined herein) has been approved by the City. After the PD Zoning has been approved for the Property, in the event of a conflict between the PD Zoning and the Development Standards, the Zoning Ordinance, Sign Ordinance, or Building Codes, the PD Zoning shall control for such portion of the Property subject to the PD Zoning, and no amendment to the applicable PD Zoning shall require an amendment to this Agreement. 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 and the remainder of the Development Standards in **Exhibit D**, the remainder of the Development Standards in **Exhibit D** shall control. In the event of any conflict between any future Concept Plan and the Development Standards in **Exhibit D**, the Development Standards in **Exhibit D** shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Standards and/or Zoning Ordinance).

5.16 Phasing. The Property may be developed in phases and the applicable Developer must submit the appropriate plat(s) for each Phase, and, if permitted under applicable law, may submit a replat or amending plat for all or any portions of the Property. Any plat, replat or amending plat shall be in conformance with applicable City Regulations and be subject to City approval.

5.17 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

5.18 Approval of Plats/Plans. Approval by the City, the City Engineer, or other City employee or representative, of any plans, designs, or specifications submitted by the applicable Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the applicable Developer, its engineers, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the applicable Developer or the applicable Developer's engineers, or their respective officers, agents, servants or employees, it being the intent of the Parties that approval by the City Engineer or his/her designee signifies approval on only the general design concept of the improvements to be constructed.

5.19 Agricultural Exemption. The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification for any Property within the PID until PID Bonds secured by Assessments levied in the applicable portion of the PID are issued to pay for the costs of the PID Projects and related costs and development within the applicable portion of the PID has commenced to a degree that would trigger a change in use tax exemption under state law, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

5.20 Eminent Domain. Tellus agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any off-site Public Infrastructure. To the extent required, the Developers agree to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any on-site Public Infrastructure being constructed by such Developer. If, however, the applicable Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of sending an initial offer to the owner of such property to purchase 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. The City shall request and order any appraisal required in connection with the applicable Developer's (if requested by such Developer) or the City's acquisition of such third-party rights-of-way, consents, or easements as described in the preceding two sentences, and the applicable Developer shall pay the costs of such appraisal. The applicable 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") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the applicable Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the applicable Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by a Developer, the applicable Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

5.21 Payment of City PID Fee.

Tellus shall deposit or cause to be deposited the amount of the City PID Fee in an identifiable City-owned escrow account that contains the full amount of the City PID Fee (the "City PID Fee Account") for a particular Phase of Development and shall provide proof of such deposit to the City on the date Assessments are levied for such Phase or a subsequent date that is no later than the 30th day after the closing date of the PID Bonds for such Phase of Development. No Party shall withdraw from or otherwise reduce or in any manner encumber the amount deposited into the City PID Fee Account for any Phase of Development until such time as the City Constructed Sewer Improvements necessary to provide sewer service to such Phase have been completed. Upon the completion of the City Completed Sewer Improvements for the applicable Phase, the City may withdraw the full amount in the City PID Fee Account and utilize same for any municipal purpose. The City PID Fee shall be calculated in accordance with the City PID

Policy and shall be based upon the number of single-family residential lots included within the applicable Phase of Development that are being assessed. For the avoidance of doubt, the "single-family residential lot" shall include any townhome (whether attached or detached) located in the PID. The amount of the City PID Fee shall not increase and the City PID Fee shall not be reimbursable from Assessments, PID Bond Proceeds or the TIRZ.

5.22 Rental Property. It is a material breach of this Agreement if a Party knowingly sells—in any single transaction or combination of transactions—a total of more than five percent (5%) of the total number of single-family detached lots projected to be within the Project to one or more Institutional Investors that intend to own and rent or lease single-family residences within the Project.

SECTION 6
PID BONDS

6.1 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this section, the City may issue PID Bonds solely for the purposes of acquiring or constructing PID Projects. Either of the Developers may request issuance of PID Bonds by filing with the City a list of the PID Projects within their property to be funded with the PID Bonds and the estimated costs of such PID Projects. Developers acknowledge that the City may require at that time a professional services agreement that obligates the applicable Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(a) The City has determined that (a) there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability and (b) the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(b) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include without limitation those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(c) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the PID benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds.

(d) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall be estimated to be $300,000,000.

(e) If requested by the City, delivery of an Independent Appraisal to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property.

(f) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(g) The applicable Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.

(h) The applicable Developer is not in material default under this Agreement or any other agreement with the City.

(i) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(j) The Administrator has certified that the specified portions of the costs of the PID Projects to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds; therewith, such approval not to be unreasonably withheld, conditioned or delayed upon presentation of a certificate in compliance with the applicable Indenture.

(k) The PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable Governing Regulations and/or City Regulations.

(l) The maximum maturity for each issuance of PID Bonds shall not exceed 30 fiscal years from the date of delivery thereof.

(m) The final maturity for any PID Bonds shall be not later than 50 years from the Effective Date.

(n) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(o) If the applicable portion of PID Projects has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such PID Projects Cost, plus private costs to reach final lot completion, the City may require the applicable Developer to, at time of closing the PID Bonds, provide evidence of (i) available funds to the applicable Developer or any corporate parent of the applicable Developer and made available to the Developer, (ii) evidence of financial security from a Lender (as defined herein) of loan funds available under a loan, letter of credit or other credit facility extended to the applicable Developer or any corporate parent of the applicable Developer and made available to the applicable Developer by a financial institution or other lender (a "Lender") for the purpose of development of the Authorized Improvements, equal to or greater than the difference between the PID Projects Costs and the PID Bond Proceeds available to fund such PID Projects Costs plus private costs to reach final lot completion or (iii) a completion agreement; or any combination of (i), (ii) or (iii) in the discretion of the applicable Developer. If the applicable Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the applicable Developer shall not be required to provide any up-front cash deposit to fund

the applicable PID Projects not otherwise funded through the applicable series of PID Bonds.

(p) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(q) The applicable Developer agrees to provide periodic information and notices of material events regarding the applicable Developer and the applicable Developer's development of their portion of the Project and any continuing disclosure agreements executed by the applicable Developer in connection with the issuance of PID Bonds.

(r) The applicable Developer is not in default under a Developer Continuing Disclosure Agreement.

(s) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the remaining principal amount of assessments that were levied to pay the PID Bonds that are being refunded.

(t) The gross tax equivalent rate for the annual installments of the Assessments shall not exceed $1.35 per $100.00 of taxable assessed valuation prior to application of the TIRZ Revenue (which maximum total tax equivalent rate shall be measured based on the estimated build out value of the applicable portion of the Property), without prior written consent of the City, in its sole discretion, which written consent may be evidenced by the City's adoption of an Assessment Ordinance without the necessity of amending this Agreement.

(u) The City may not require the value to lien ratio for any PID Bonds to be higher than 2:1; provided that the City may allow for a lesser ratio through the adoption of a resolution, Bond Ordinance, Assessment Ordinance or other applicable council action that authorizes a lesser value to lien ratio without the necessity of amending this Agreement. Any such value-to-lien ratio shall apply solely to the portion of the Assessments securing the PID Bonds.

(v) The applicable Developer and the City shall have entered into a Reimbursement Agreement with respect to the Phase primarily benefitted by such PID Bonds.

(w) The Phase 1 Amenity Center shall be fully completed with the swimming pool having received all required approvals for operation and the building thereon having received a certificate of occupancy for any PID Bonds issued after the second series of PID Bonds.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, the applicable Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The applicable Developer agrees, represents, and warrants

that any information provided by the applicable Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to the applicable Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the applicable Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the United States Internal Revenue Code, the applicable Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developers each represent that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the applicable Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, the Developers further agree that they will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7
TAX INCREMENT REINVESTMENT ZONE; CHAPTER 380 GRANTS

7.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City will create a TIRZ coterminous with all of the Property. The TIRZ may be divided into zones or subzones for each Phase of development and may be divided into subzones for single-family residential development, which single-family development may include townhome or other attached residential product (a "Single-Family Subzone") and for property containing mixed use development, which mixed use development may include commercial, multi-family or retail development and the like (a "Commercial Subzone"). The base year of any subzone of the TIRZ shall be the year in which the subzone is created. The City agrees to use fifty percent (50%) of the ad valorem tax increment generated by the TIRZ (the "Tax Increment"), for a period of up to forty (40) years for the purposes and in the manner described in this paragraph. The Tax Increment generated within the TIRZ in any Single-Family Subzone shall be used for each Phase (i) first, to pay the Administrative Expenses for the TIRZ and (ii) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels for the costs of Authorized Improvements. The Tax Increment generated in any Commercial Subzone shall be placed into a separate account as set forth in the Project and Finance Plan and be used (x) first, to pay the Administrative Expenses for the TIRZ, (y) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels in the Commercial Subzone for the costs of Authorized Improvements and (z) third, to the extent such property is not subject to Assessments or all Tax Increment generated by a particular parcel in the Commercial Subzone is not needed to offset Assessments, to pay to the Owner the remaining Tax Increment generated in the Commercial Subzone, in the form of a Chapter 380 Grant for costs of Authorized Improvements not otherwise reimbursed under the terms of this Agreement. The City will enter into a separate Chapter 380

Agreement with the Owner for the Chapter 380 Grant related to the Commercial Subzone upon terms mutually agreeable to the Owner and the City and consistent with this Agreement. The City shall take steps to consider and adopt or approve the TIRZ Documents, including the Project and Finance Plan, necessary to effectuate this Section 7. Any amount of the TIRZ Increment that is not required to be used as set forth in this paragraph may be used by the City for any municipal purpose.

7.2 TIRZ Funds. The Tax Increment obtained from the TIRZ subzones shall be placed into a separate accounts as appropriate and shall be used as described above and the Tax Increment and uses herein shall be incorporated into the Project and Finance Plan.

7.3 Eligible Infrastructure Grant. In consideration of Tellus' agreement to construct certain Authorized Improvements as outlined herein, the City shall enter into a Chapter 380 Agreement (the "Impact Fee 380 Agreement") with Tellus to provide a grant (the "Eligible Infrastructure Grant") to reimburse Tellus for the costs of the Elevated Storage Tank Site and the water, wastewater, roadway, and drainage improvements shown on **Exhibits F-1**, **G**, and **H** (collectively, the "Eligible Infrastructure") in an amount up to the same amount of the total Impact Fees collected from all portions of the Property. The Eligible Infrastructure Grant shall be payable to Tellus on a quarterly basis after the City's approval of the submission of evidence of costs of the Eligible Infrastructure as more particularly described in the Impact Fee 380 Agreement solely from Impact Fees deposited in the Sherley Farms Impact Fee Account in accordance with Section 5.10.

SECTION 8
PAYMENT AND REIMBURSEMENT OF PID PROJECTS

8.1 Payment of Costs of PID Projects. The Parties understand that PID Bond Proceeds and/or the proceeds from Assessments will be used to reimburse the Developers for certain PID Projects Costs related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the City is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from Assessments, once available, will be used to reimburse the applicable Developer for said PID Projects Cost following acceptance by the City. Such reimbursement will be governed by the terms of the Reimbursement Agreement to be entered into between the applicable Developer and the City for the applicable Phase.

8.2 Improvement Account of the Project Fund and Developer Improvement Account. The Improvement Accounts of the Project Fund and the Developer Improvement Account shall be administered and controlled by the City and funds in the Improvement Account of the Project Fund and the Developer Improvement Account shall be deposited and disbursed in accordance with the terms of the respective Indenture.

8.3 Cost Overrun. If the total PID Projects Cost for any Phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a "Cost Overrun"), the applicable Developer shall be solely responsible for the Cost Overrun, except as provided in Section 8.4.

8.4 Cost Underrun. If, upon the completion of construction of an PID Project (or segment or section thereof) and payment or reimbursement for such PID Project (or segments or section thereof), there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other PID Project without amending the SAP. The elimination of a category of PID Projects as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the PID Projects within an improvement category, as listed in the applicable SAP and the PID, funds available from an improvement category may be used as Cost Underruns and applied to another Improvement category without approval of the City. If, upon completion of the PID Projects in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the applicable Developer for any qualifying costs of the PID Projects that have not been previously paid.

SECTION 9
ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation.

(a) Annexation. Within sixty (60) days after the Effective Date of this Agreement, Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property shall submit a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an "Annexation Petition"). Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property agree to execute and supply any and all instruments and/or other documentation 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 sixty (60) days following submission of the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Owner and Tellus shall each have the right to terminate this Agreement with respect to Property owned by Owner or Tellus with written notice to the City and, upon such termination, the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law, and the City shall be subject to the provisions of subsection (c) herein for creation of a municipal utility district. The City shall, subject to Section 9.1(b) in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property immediately prior to any ordinance adopting the PD Zoning.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Illustrative Layout, and this Agreement (the "PD Zoning"). The Parties agree that the Illustrative Layout attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the approved plan for development of the Property as of the Effective Date. Through this Agreement, Owner and Tellus expressly consent and agree to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within 60 days after submittal of a complete and sufficient zoning application—to approve the PD Zoning, or approves zoning on the Property that is in any way more restrictive

than the PD Zoning without the consent of Owner and Tellus, then Owner and Tellus shall each have the right to (i) petition for disannexation of their applicable portion of the Property upon written request delivered to the City or (ii) terminate this Agreement and petition for disannexation of their applicable portion of the Property with written notice to the City and, in the event Owner and Tellus exercise the rights in (i) or (ii), and upon receipt of a request or notice delivered pursuant to (i) or (ii), the City shall disannex the applicable portion of the Property from the City as soon as is practicable, and the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law and the City shall be subject to the provisions of subsection (c) below for creation of a municipal utility district. Notwithstanding the foregoing or any other provision of this Agreement, the failure of Owner and Tellus to submit a zoning application that complies with all provisions of the Zoning Ordinance applicable to the submittal of a zoning application shall be deemed a failure to submit a complete and sufficient zoning application, provided that the City provides notice within forty-five (45) days of such a submittal stating each deficiency that Owner and Tellus shall be required to cure in order for such zoning application be processed and considered for approval.

(c) Disannexation; Creation of Municipal Utility District. In the event that (i) the City defaults under (a) or (b) of this Section 9.1 or (ii) PID Bonds for a particular Phase of the Project are not issued as a result of any act or omission of the City, including the City's refusal to issue such PID Bonds, and a period of ninety (90) days to cure such non-occurrence has passed after the applicable Developer provides written notice of such non-occurrence or default under this Section 9.1, then (a) the City shall—if the applicable Developer petitions for disannexation—disannex the Property for the applicable Developer or the applicable portion of the Property for which PID Bonds have not been issued (in the case of a failure under item (ii) of this Section 9.1(c) within thirty (30) days of the filing of the disannexation petition by the applicable Developer and such property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years and (b) the applicable Developer shall provide notice to the City of its intent to form a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature or the TCEQ or, if necessary, any other agency with jurisdiction (a "MUD") on the portion of the Property disannexed pursuant to this paragraph and, upon such notice, the City shall be deemed to have consented to the formation of the MUD with no further action of the City or City Council required; provided that the City shall take any necessary steps or provide any documents necessary to evidence the City's consent to the creation of the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD. If PID Bonds have been issued for prior Phases of the PID or assessments been levied, those Phases shall remain within the limits of City. For the avoidance of doubt and notwithstanding the foregoing or any other provision of this Agreement, this paragraph shall not apply with respect to a failure under item (ii) above and disannexation shall not be required with respect to item (ii) above in the event that PID Bonds for a particular Phase of the Project are not issued by the City because the conditions and requirements set forth in Section 6.1 that are in the reasonable control of the applicable Developer, which provisions shall solely include items (g), (h), (k), (o), (q), (r), and (w) set forth under Section 6.1, and in Section 6.2 have not been satisfied by the applicable Developer. Other than as provided in Section 9.1, Developers waive the right to file a petition or otherwise seek removal of any portion of the Property from the City unless and only to the extent the City is required to disannex any part of the Property under this paragraph.

(d) Survival. In the event Owner or Tellus terminates this Agreement with respect to a portion of the Property in accordance with this Section 9, Owner's and Tellus' respective rights and remedies under this section, including disannexation and the applicable portion of the Property's immunity to future involuntary annexation, shall survive such termination.

(e) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. The Developers are not required to enter into this Agreement and do so in reliance upon the representations and covenants of the City herein. The annexation procedures described in plain language in this Agreement require the Developers' consent. The Parties acknowledge and agree that—prior to the Effective Date—the City fully satisfied the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

SECTION 10
EVENTS OF DEFAULT; REMEDIES

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

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

10.3 Performance Window; Election to Terminate. In the event a Developer does not deliver a request on or before December 31, 2028 that the City issue the initial series of PID Bonds, and Tellus and Owner have not delivered notice of an assignment of Tellus' rights and obligations under this Agreement in accordance with Section 11.1 within 60 days prior to such date, none of the Parties hereto shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 10.3, if a PID has been created, the owner of the applicable Property must within thirty (30) days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the applicable Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable and necessary actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, the obligations of any owner of Property regarding the dissolution of the PID in accordance with this

Section 10.3 shall survive the termination of this Agreement.

SECTION 11
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be assignable, in whole or in part, by Owner (with respect to any portion of the Property owned by Owner) or Tellus (with respect to any portion of the Property owned by Tellus), with the prior written consent of the City. The City's consent to such assignment shall not be unreasonably shall not be unreasonably withheld, conditioned, or delayed. Under no circumstances shall any part of this Agreement be assigned to an Institutional Investor. Notwithstanding the foregoing, the Owner (with respect to any portion of the Property owned by Owner) or Tellus has the right (with respect to any portion of the Property owned by Tellus) from time to time, without the consent of but with written notice to the City, to assign this Agreement in whole or in part to (i) any person or entity that is or will become an owner of any portion of the Property, to the extent of such assignee's ownership of the Property (or portion thereof), (ii) any entity formed in which the Owner or Tellus or any principal of the Owner or Tellus retains an ownership interest of at least fifty-one percent (51%), any subsidiary of the Owner or Tellus, or any entity that is under common control with or controlled by the Owner or Tellus, or (iii) any lien holder on the Property. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner or Tellus, as applicable, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Owner or Tellus shall release the Owner or Tellus, as applicable, from any liability that resulted from an act or omission by such Party that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and Tellus shall maintain written records of all assignments made by the Owner or Tellus, respectively, 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.

11.2 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, and (d) the Owner (which shall have the obligations described herein), any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the rights and obligations of a Developer with respect to such part of the Property as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

11.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.4 Notice of Assignment. Subject to Section 11.1 of this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) the Owner must provide written notice to the City to the extent required under Section 11.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing the applicable Owner and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 12
GENERAL PROVISIONS

12.1 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; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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.

12.2 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) The Developers' obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that the Developers are obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the Developers' consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

12.3 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Owner, Tellus and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End User of a Fully Developed and Improved Lot except for land use and development regulations that apply to such Fully Developed and Improved Lot.

12.4 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 Parties expressly amending the terms of this Agreement.

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

12.6 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be until the later of (i) thirty (30) years from the Effective Date or (ii) the final maturity of PID Bonds sold in accordance with this Agreement (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture, and the Developers' obligations shall terminate.

12.7 INDEMNIFICATION AND HOLD HARMLESS. TELLUS AND THE OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF TELLUS OR OWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT

(TOGETHER, "CLAIMS"); PROVIDED THAT SUCH INDEMNIFICATION SHALL BE SEVERAL AND PROVIDED BY THE OWNER AND TELLUS SOLELY FOR THE RESPECTIVE PUBLIC INFRASTRUCTURE INSTALLED BY EACH AND IN NO EVENT SHALL THE OWNER BE REQUIRED TO INDEMNIFY TELLUS FOR CLAIMS MADE 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. TELLUS AND OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF TELLUS OR OWNER, AS APPLICABLE, AND THE CITY, TELLUS' OR OWNER'S RESPECTIVE INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO TELLUS' OR OWNER'S, AS APPLICABLE, OWN PERCENTAGE OF RESPONSIBILITY. TELLUS AND OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY OWNED BY THE OWNER OR TELLUS , AS APPLICABLE, PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON TELLUS' OR OWNER'S RESPECTIVE REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY; PROVIDED THAT THE INDEMNITY PROVIDED BY THE OWNER OR TELLUS WITH RESPECT TO SUCH CLAIMS SHALL SOLELY BE FOR THEIR RESPCTIVE PORTIONS OF THE PROPERTY.

12.8 Status of Parties. At no time shall the City have any control over or charge/supervision of Tellus' or Owner's design, construction, installation or other work related to any of the Public Infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work. This Agreement does not create a joint enterprise or venture or employment relationship between the City, the Owner and Tellus.

12.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to a Party hereto after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be the notice address applicable to such party set forth in Section 12.10. Any Party to receive such payments/remittance may change the name of the payee and/or address by delivering written notice to the City designating a new payee and/or address or through an assignment of such Party's rights hereunder.

12.10 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 (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the

sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 120 W. 7th Street Anna, Texas 75409 E-mail: rhenderson@annatexas.gov
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 E-mail: cmccoy@wtmlaw.net
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, Texas 75201 E-mail: rsegura@mphlegal.com
To Tellus:	Tellus Texas III, LLC Attn: Andre Ferrari 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: aferrari@tellusgroupllc.com
With copies to:	Locke Lord Attn: Drew Slone 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com Brad Holdbrook Haynes and Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 E-mail: brad.holdbrook@haynesboone.com Chris Simek 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: csimek@tellusgroupllc.com

To Owner:	Sherley Farms, LP Attn: Tasha Escoto P.O. Box 6069 McKinney, Texas 75071 E-mail: tasha@sherleypartnersltd.com
With a copy to:	Tobin Swope Winstead PC 2728 N. Harwood, Suite 500 Dallas, Texas 75201 E-mail: tswope@winstead.com

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.

12.11 Estoppel Certificates. From time to time, upon written request of a Developer or Owner under this Agreement, and upon the payment to the City of a $100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of the respective Owner under this Agreement that are in default.

12.12 Interpretation. Each Party has been actively involved in negotiating and drafting this Agreement. Accordingly, a 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.

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

12.14 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 Owner and Tellus respectively represent and warrant that this Agreement has been approved by appropriate action of the Owner and Tellus, respectively, and that each individual executing this Agreement on behalf of the Owner or Tellus 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.

12.15 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.

12.16 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties; provided that any amendment relating to a distinct portion of the Property may be signed solely by the owner of such Property and the City without the requirement of signatures from any other Party hereto and the remaining Parties hereto consent to such amendment. 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.

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

12.18 Non Waiver. Any failure by a Party to insist upon 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.

12.19 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give written notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continues to prevent the Party's performance; (ii)

all of the measures being employed to regain the ability to fully perform; and (iii) the projected date upon which the Party will be able to resume full performance.

12.20 Statutory Verifications. Each of the Owner and Tellus (each, a "Representing Party") makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Representing Party within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. Each Representing Party respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any Representing Party and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

12.21 Form 1295. Submitted herewith is a completed Form 1295 in connection with the participation of the Owner and Tellus to the extent each constitutes a "business entity" for the

purposes of Section 2252.908 of the Texas Government Code in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner and Tellus to the extent that each constitutes a "business entity" for the purposes of Section 2252.908 of the Texas Government Code, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner, Tellus and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner and Tellus; and, neither the City nor its consultants have verified such information.

12.22 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.

12.23 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	Depiction of the Property
Exhibit C	Illustrative Layout
Exhibit D	Development Standards
Exhibit E	Authorized Improvements and Budgeted Costs
Exhibit F-1	Major Sewer Improvements
Exhibit F-2	City Constructed Sewer Improvements
Exhibit F-3	Sewer Improvements Schedule
Exhibit G	Major Water Improvements
Exhibit H	Major Roadway Improvements
Exhibit H-1	Proposed Thoroughfare Plan Revision
Exhibit I	Conceptual Amenity Depictions
Exhibit J	Trail and Open Space Improvements
Exhibit K	PID Bonds Financial Summary

[SIGNATURES PAGES AND EXHIBITS FOLLOW]

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

CITY OF ANNA, TEXAS

By: _____
Name: Pete Cain
Title: Mayor
Date: 12/17/24

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 17 day of December 2024, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.

CARRIE L. LAND
Notary Public, State of Texas
Comm. Expires 02-04-2027
Notary ID 11419404

_____
Notary Public, State of Texas

[SEAL]

Approved as to form:

_____
Clark McCoy, City Attorney

OWNER:

SHERLEY PARTNERS, LTD.,
a Texas limited partnership

By: TT Sherley LLC,
a Texas limited liability company, its
General Partner

By: _____
Tasha Escoto, its manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on this 11 day of December, 2024, by Tasha Escoto, in her capacity as manager of TT Sherley LLC, a Texas limited liability company in its capacity as general partner of Sherley Partners, Ltd., on behalf of said limited partnership.

[S E A L]

_____
Notary Public, State of Texas

STACEY CAMPOS
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134273061

TELLUS:

TELLUS TEXAS III, LLC,
a Texas limited liability company

By: Tellus-Anna, LLC, a Texas limited liability company and manager of Tellus Texas III, LLC

By: _____
David Blom, Manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this 12 day of December, 2024, by David Blom, manager of Tellus-Anna, LLC, in its capacity as manger of Tellus Texas III, LLC, on behalf of said limited liability company.

[S E A L]

COURTNEY L. DUNCAN
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 134162993

_____
Notary Public, State of Texas

Exhibit A

Metes and Bounds Description of the Property

SHERLEY FARMS SOUTH TRACT
LEGAL DESCRIPTION
970.482 ACRES

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E - 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E - 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W - 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SHERLEY FARMS NORTH TRACT
LEGAL DESCRIPTION
153.110 ACRES

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

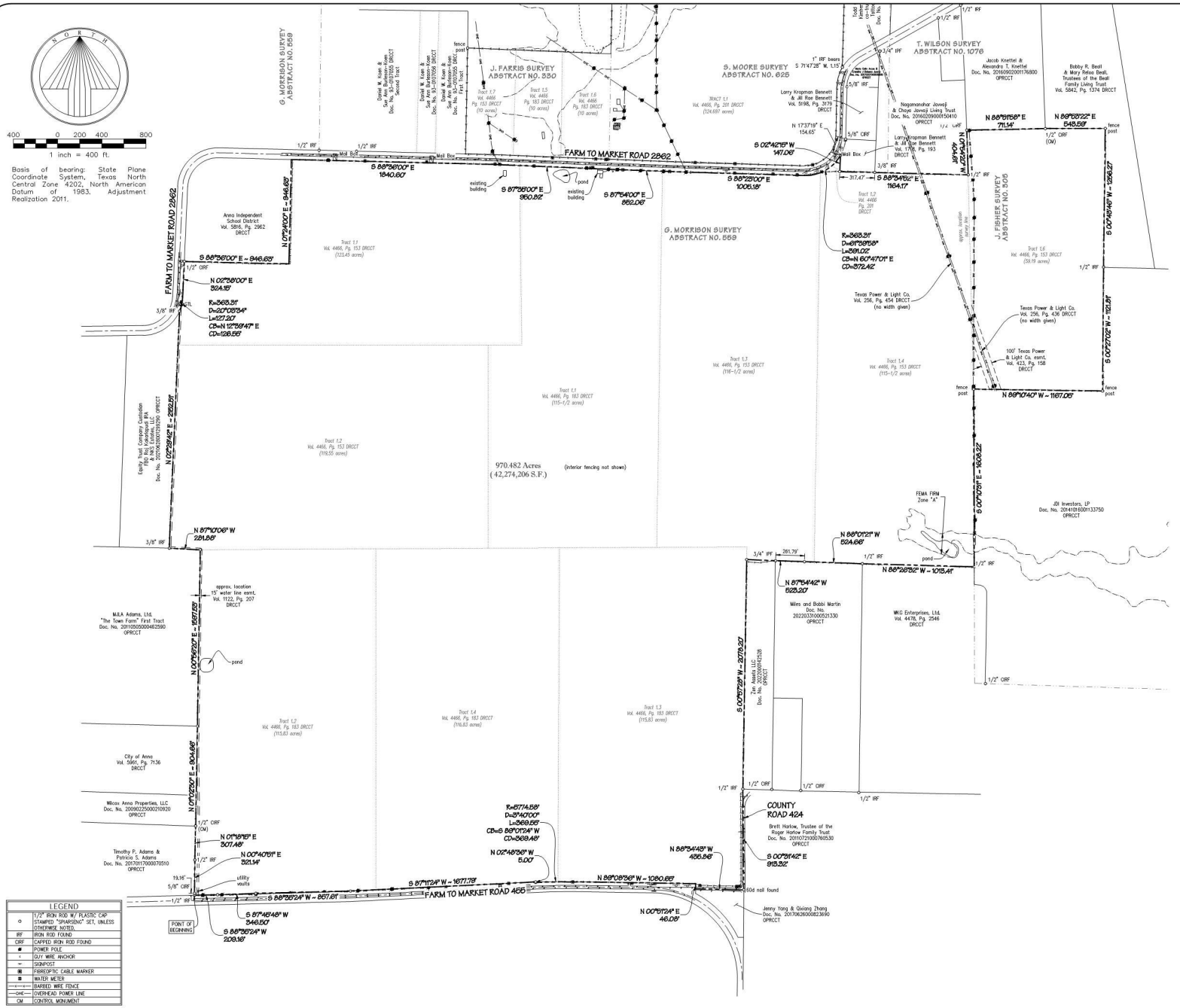
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

Exhibit B

Depiction of the Property



LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
●	POWER POLE
⊣	GUY WIRE ANCHOR
⊸	SIGNPOST
⊠	FIBEROPTIC CABLE MARKER
⊡	WATER METER
—x—x—	BARBED WIRE FENCE
—OHE—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No: F-2121 and No. F-10043100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

Issue Dates:
1/29/24

Date

Revisions

Scale: 1" = 400'
Drawn By: ED
Checked By: DKB
Sheet 1 of 2
JOB # 23-288

Plotted by: justinel Plot Date: 3/1/2024 8:58 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: justinel Save Time: 3/1/2024 8:58:07 PM

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E – 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E – 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W – 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS	
First American Title Insurance Company, G.F. No: 1002-3911994-RTT, Effective 12/08/2023	
10(e)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 454, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(f)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 436, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(g)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(h)	Easement to American Telephone and Telegraph Company, recorded in Volume 271, Page 584, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(i)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 573, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(j)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 444, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(k)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 443, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(l)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 451, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(m)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 469, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(n)	Easement to the State of Texas, recorded in Volume 417, Page 155, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the State of Texas, recorded in Volume 417, Page 133, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(p)	Easement to the State of Texas, recorded in Volume 418, Page 257, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(q)	Easement to Texas Power and Light Company, recorded in Volume 423, Page 158, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(s)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(u)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 586, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(v)	Easement to the City of Anna, recorded in Volume 631, Page 54, Real Property Records, Collin County, Texas. NO DESCRIPTION THEREIN; UNABLE TO LOCATE
10(w)	Easement to the State of Texas, recorded in Volume 685, Page 543, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(x)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 813, Page 151, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(y)	Easement to South Grayson Water Supply Corp., recorded in Volume 1122, Page 207, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(z)	Easement to Westminster Special Utility District, recorded in ccf 20190531000819370, Real Property Records, Collin County, Texas, AFFECTS; UNABLE TO LOCATE

SURVEYOR'S CERTIFICATE

To: Sherley Partners, Ltd., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 1/12/24.

Date of Plat or Map: 1/29/24

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

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0160J, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No: F-2121 and No. F-10043100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

Issue Dates:

1/29/24

Revisions	Date

Scale:

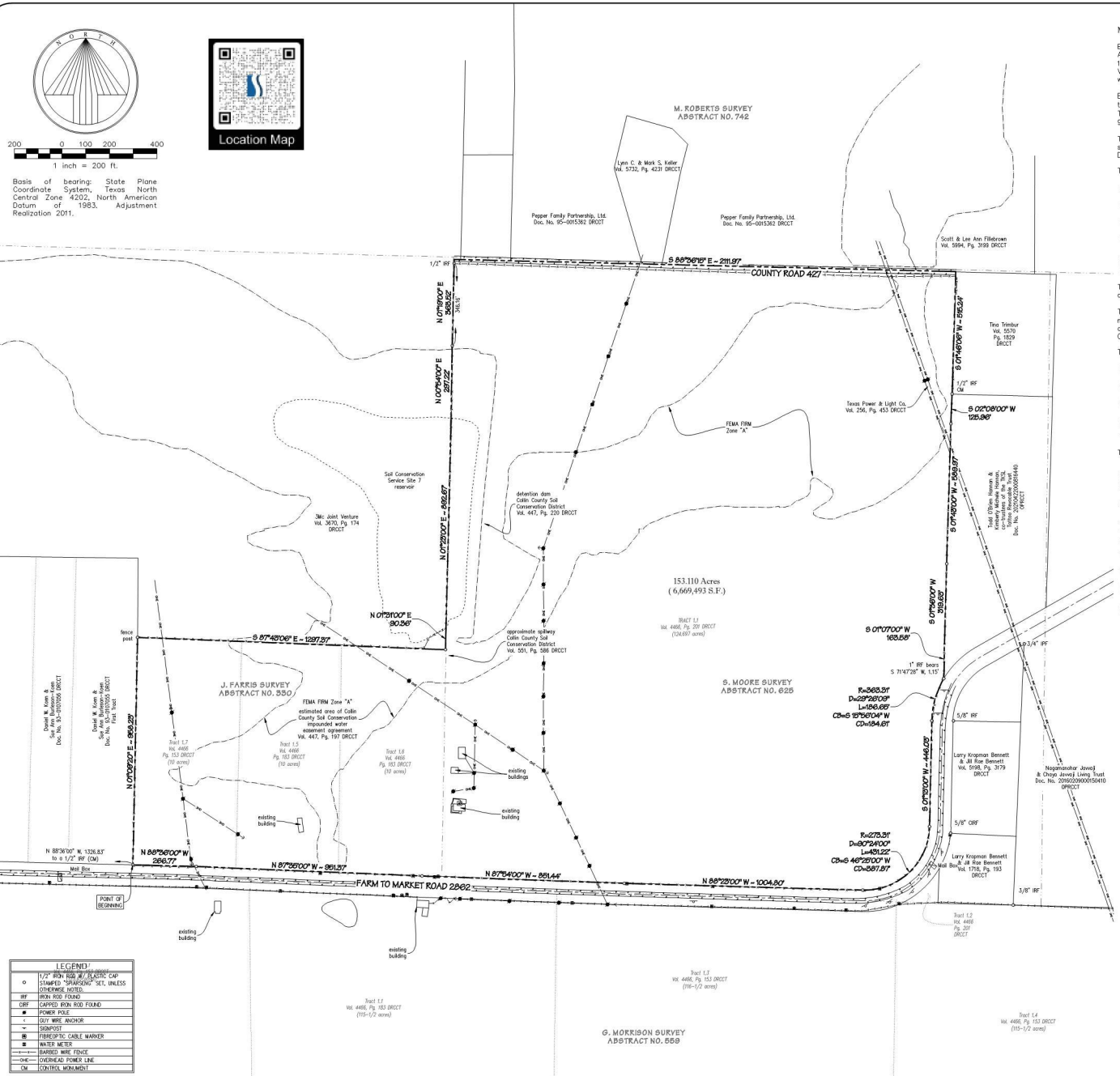
Drawn By: ED

Checked By: DKB

Sheet 2 of 2

JOB # 23-288

Plotted by: jacobed Plot Date: 3/14/2024 10:02 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: jacobed Save Time: 3/6/2024 2:58:27 PM



LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
●	POWER POLE
⊙	GUY WIRE ANCHOR
⊸	SIGNPOST
⊠	FIBEROPTIC CABLE MARKER
■	WATER METER
—x—x—	BARBED WIRE FENCE
—OHE—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

First American Title Insurance Company, G.F. No. 1002-3919941-RTT, Effective 12/08/2023

10(g)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 453, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(i)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 573, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(m)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 469, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
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SURVEYOR'S CERTIFICATE

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Date of Plat or Map: 1/29/24

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

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0160J, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

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website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

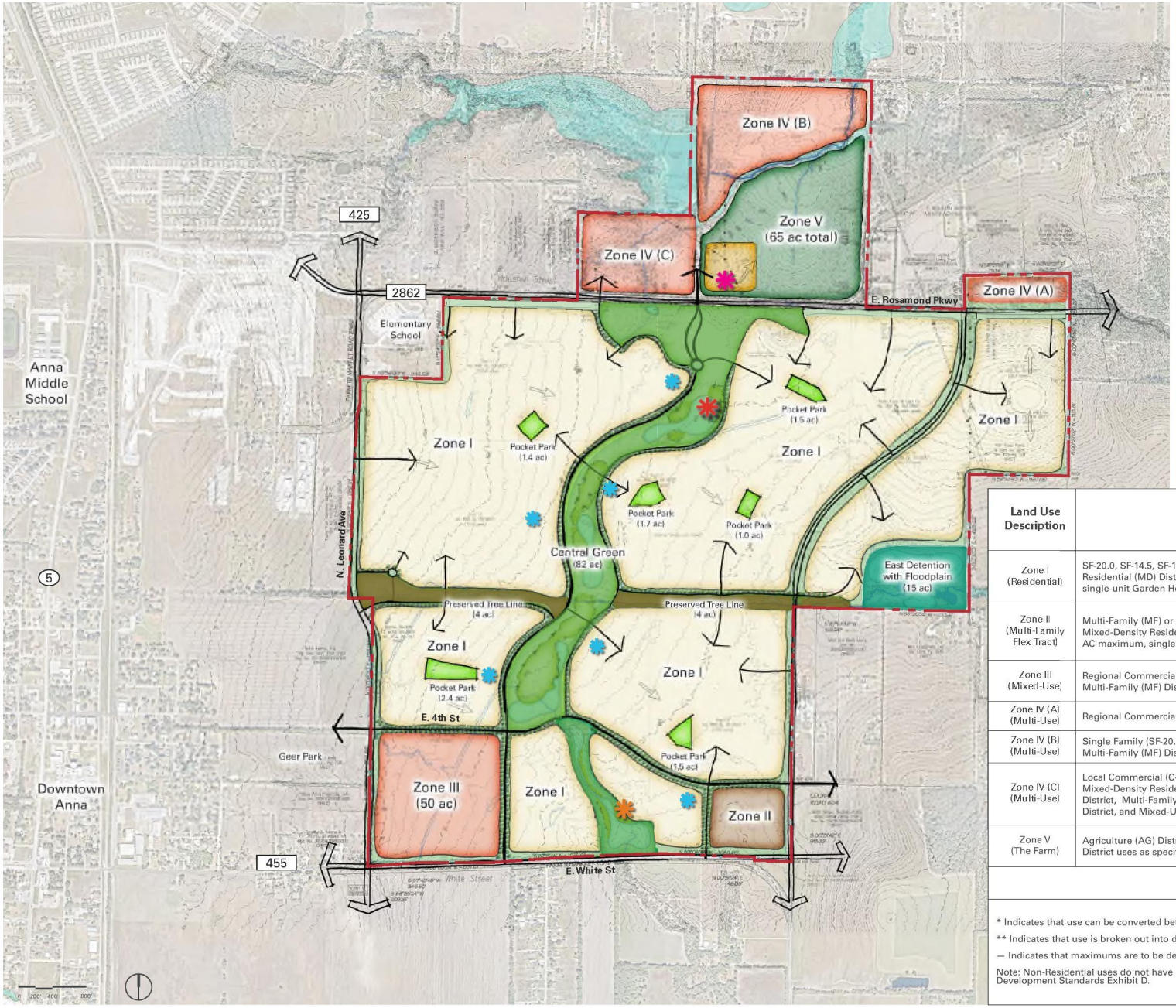
Issue Dates:	Date	Revisions
1/29/24		

Scale: 1" = 200'
Drawn By: ED
Checked By: DKB
Sheet 1 of 1
JOB # 23-288

Plotted by: justinel Plot Date: 3/14/2024 10:08 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: justinel Save Time: 3/8/2024 2:58:27 PM

Exhibit C

Illustrative Layout



Open Space Summary	
Central Green	±74 ac
Preserved Tree Line	±8 ac
East Detention with Floodplain	±15 ac
Pocket Park	±10 ac
Miscellaneous	±10 ac
Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 – to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 – to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

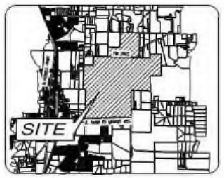
Land Use Description	Zoning Classification	Maximums	
		Single-Family (SF) DUs	Multi-Family (MF) DUs
Zone I (Residential)	SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC Maximum, single-unit Garden Homes and single-unit Townhomes	3,030	0
Zone II (Multi-Family Flex Tract)	Multi-Family (MF) or SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	160*	200*
Zone III (Mixed-Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District	–	600**
Zone IV (A) (Multi-Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District	–	–
Zone IV (B) (Multi-Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi-Family (MF) District		
Zone IV (C) (Multi-Use)	Local Commercial (C-1) District, Single Family Residential (SF-20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District		
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards		
	TOTAL	3,190	800

* Indicates that use can be converted between single-family and multi-family as noted in the Development Standards Exhibit D.

** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.

– Indicates that maximums are to be determined by site plans and plats as development occurs.

Note: Non-Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D.



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT C - ILLUSTRATIVE LAYOUT

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit D

Development Standards

Exhibit D
Development Standards

TABLE OF CONTENTS:

SECTION 1. ADMINISTRATION
SECTION 2. USE CRITERIA BY ZONE
SECTION 3. OPEN SPACE STANDARDS
SECTION 4. AMENITIES
SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS
SECTION 6. ZONING ORDINANCE MODIFICATIONS
SECTION 7. ZONING SITE DESIGN CHANGES
SECTION 8. ZONING LANDSCAPING CHANGES
SECTION 9. ARTICLE 9.05 SIGN ORDINANCE
SECTION 10. DEFINITIONS
SECTION 11. ATTACHMENTS

SECTION 1. ADMINISTRATION

A. Interpretation

In the event of any conflict between the City Regulations and the development standards on this **Exhibit D**, the development standards on this **Exhibit D** shall control. The project shall abide by all City regulations, as amended herein.

B. Illustrative Plan - Exhibit C

The subject property, referred to herein as the "Site", shall generally develop per **Exhibit C**, the Illustrative Plan. The Illustrative Plan displays the general location and configuration of land uses, arterial and collector roads, and other area features. Exhibit C shall serve as the Concept Plan to inform future Preliminary Site Plans.

C. Administrative Modifications

Modifications to the Illustrative Plan, **Exhibit C,** shall be administered per the thresholds in Table 1.. Preliminary Site Plans shall be administered per the thresholds in Table 1. Minor Amendments shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. Major Amendments shall require approval of the Planning and Zoning Commission and City Council. Major Amendments shall require a complete amended and restated Planned Development District document rather than a brief amendment that refers to the original Planned Development District document.

Table 1: Major and Minor Amendments

Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of the Planned Development District	Modification greater than 10% to the numerical standards of the district
Throughfares and Blocks may be modified while maintaining the general throughfare connectivity as depicted in **Exhibit C**.	Any change that does not maintain connectivity as generally depicted in **Exhibit C**.
Modification of the anticipated order of development for the overall property	N/A
Modifications to approved Street Cross-Sections to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian and bike traffic, and modify on-street parking configuration	N/A

D. Applicability of Subdivision Ordinance, Design Standards and Zoning Ordinance

The subject property is intended to be an architecturally and culturally significant tract of land that is meaningfully located along two regionally significant east-west thoroughfares and just east of Downtown Anna. Except as otherwise provided in these Development Standards (**Exhibit D)**, the City's subdivision ordinance, design standards and zoning ordinance in effect at the time of the written approval of this Planned Development shall apply.

SECTION 2. USE CRITERIA BY ZONE

The site shall be developed according to applicable city regulations as amended herein to the Zones as depicted in **Exhibit C**. The Site is divided into six zones with distinctive characters and uses permitted in each Zone as described herein.

A. Zone I - Residential Tracts

1. Permitted Uses

The tracts shown on **Exhibit C** as Zone I shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in any of the following zoning districts: SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District uses as outlined herein, Garden Home Unit, Townhome Unit and Mixed-Use (MU) District. Additionally, school uses and Civic/City uses are permitted within the Residential Tracts. These tracts shall include outdoor amenitization of the adjacent open space and detention areas.

2. Lot Type Criteria

A maximum of 3,030 dwelling units may be attached or detached. Within Zone I the 3,030 dwelling unit product mix shall be allocated in accordance with the following proportional limitations:

Table 2: Lot Type Allocation

Lot Type	Zoning Designation	Site Approx. Lot Width	Unit Mix Thresholds
A	SF-20	100'	A Minimum of 6% of total lots in Zone I
B	SF-14.5	100'	
C	SF-12.0	90'	A Minimum of 6% of total lots in Zone I
D	SF-10.5	80'	
E	SF-8.4	70'	
F	SF-7.2	60'	A Maximum of 60% of total lots in Zone I
G	SF-6.0	50'	
H	MD 40	40'	A Maximum of 30% of total lots in Zone I
I	MD Single-Family Attached (Townhomes)	25'	
J	MD Garden Homes	60'	

Note: To maintain a balance of lot types, the minimum percentage of Type A through E lots (in aggregate) will be at least 10% of the total number of lots indicated on City-approved Civil Plans to be measured at the point where an increment of 750 lots is triggered by the submission of Civil Plans for City Approval. The percentage of Type A through E lots in excess of 10% shall be counted

as a credit that will accumulate credit to the next 750 lot increment measure so that the measure is accounted for as a cumulative requirement. The Civil Engineering Plans for each Phase shall include a table that details this condition on a cumulative basis.

3. **Mixed-Use Node Criteria**
   A maximum of four (4) two-acre Mixed-Use Nodes ("Sherley Squares") at select locations within Zone I. Exact locations of Mixed-Use Nodes shall be indicated on a Preliminary Site Plan within the Zone I area as depicted on Exhibit C. Where a Mixed-Use Node is placed it shall replace the underlying zoning on the parcel in which it is used. If the Mixed-Use Node is not used the underlying zoning shall remain. These Mixed-Use Node locations shall maintain a 1,000' separation between individual Mixed-Use Nodes. The Mixed-Use Node locations shall be limited to either restaurant, retail, live-work or other service uses intended to provide more neighborhood services dispersed throughout the development. The Mixed-Use Nodes shall be developed according to the Mixed-Use (MU) District Dimensional Standards and shall be required to meet the parking requirements of the particular use developed with on-street parking, off-street parking or a mixture of both. On-street parking will be parallel.

B. Zone II - Multifamily (Flex Tract)

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone II shall be developed in accordance with either the Multi-Family Residential (MF) District or may revert to the Residential zoning district regulations permitted in Zone I as modified herein along with school uses and Civic/City uses. This tract shall include outdoor amenitization of the adjacent open space and detention areas. This tract shall be subject to a maximum multi-family dwelling unit count of 200 units.

2. **Unit Reallocation Criteria**
   Should this tract revert to one or more of the Residential zoning districts permitted in Zone I, the 200 Multi-Family units shall increase the 3,030 permitted dwelling units by 160 units to a revised total of 3,190 Single Family units. If developed as single family, the unit thresholds in **Table 2: Lot Type Allocation** of Zone I above shall apply.

3. **Site Plan Requirement**
   Development in Zone II requires Site Plan approval to ensure conformance with city development standards as modified herein.

C. Zone III – South Multi-Purpose Commercial Tract

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone III shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:
   - Regional Commercial (C-2) District:
     - All permitted uses
   - Light Industrial (I-1) District, limited to the following uses:
     - Batching Plant (Permitted as a Temporary Use)
     - Brewery/Distillery
     - Tasting Room
     - Self-Storage (Mini-Warehouse) Limited to 125,000 SF of ground-level floor area.
     - Commercial Kitchen
     - Food Truck Park
     - Greenhouse and Nursery
   - Multi-Family Residential (MF) District:
     - All permitted uses

    - Total Multi-Family units not to exceed 600 total units
    - Townhome Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
    - Duplex Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
    - Condos - limited to a maximum of unit count of 100
    - Multi-Family building types, other than Townhome Unit and Duplex Unit, limited to a maximum unit count of 400 Multi-Family Units
- Mixed-Density Residential (MD) District:
    - All permitted uses (including Single-Family Attached (single DU on single platted lot, including without limitation individual-lot townhome) and Two-Family Dwellings (single DU on single platted lot including without limitation individual-lot duplex)

2. Prohibited Uses

Prohibited Uses in Zone III include the following:

- Pawn Shop / Pay day loans
- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

3. Dimensional Standards

The Zoning Districts selected for Zone III shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023
- Multi-Family Residential (MF) District, as modified herein
- Mixed-Density Residential (MD) District, as modified herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Buffer Criteria:

Any permitted Light Industrial (I-1) use shall be buffered from being directly adjacent to for-sale single-family attached or detached housing by a buffer street, buffer use, or a landscape buffer.

- A Buffer street is a Collector or larger street;
- A Buffer use is either Multi-Family, Mixed-Use, Commercial, or Retail uses in-between Light Industrial uses and for-sale single-family attached or detached housing.
- A landscape buffer shall be a landscaped area of at least 25 feet in width along the common property line planted with one canopy tree for each 30 linear feet, provided that the spacing shall be reasonably expanded to accommodate a specific tree species requiring more spacing to promote long term health and growth.

5. Site Plan Requirement

Development in Zone III requires Site Plan approval to ensure conformance with city development standards.

D. Zone IV – North Multi-Purpose Commercial Tracts

1. Site Plan Requirement

Development in Zone IV and its sub-zones require Site Plan approval to ensure conformance with city development standards.

2. Zone IV(A)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(A) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Regional Commercial (C-2) District:
    - All permitted uses
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Commercial Kitchen
    - Food Truck Park
    - Outdoor Storage
    - Feed and Farm Supply
    - Greenhouse and Nursery
    - Auto Repair (Heavy and Light)
    - Heavy Equipment Sales and Rentals
    - Athletic Field (Public and Private)
    - Community Center (Public and Private)
    - Country Club
    - Racetrack
    - Sport Shooting Range
    - Park
    - Commercial Cleaning Facility
    - Self-Storage (Mini Warehouse)
    - Wholesale Showroom Facility
    - Assisted Living Facility
    - Child Care Facility, Daycare
    - Community Home for Persons with Disabilities
    - Agriculture
    - Agritainment
    - Outdoor Storage and Display
    - Stable
    - Swimming Pool Private

b. Prohibited Uses

Prohibited Uses in Zone IV(A) include the following:

- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

c. Dimensional Standards

The Zoning Districts selected for Zone IV(A) shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

3. Zone IV(B)

a. Zone Vision

Zone IV(B)- is envisioned to be a primarily residential area surrounded by floodplain open space.

b. Permitted Uses

The tract shown on **Exhibit C** as Zone IV(B) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding zoning districts, unless otherwise stated:

- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Homes (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on a single platted lot)

c. Dimensional Standards

The Zoning Districts selected for Zone IV(B) shall be developed in accordance with their corresponding dimensional standards:

- Single Family Residential (SF-20.0) District, as modified herein
- Single-Family Cottage Residential District, as defined herein
- Multi-Family Residential (MF) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Zone IV(C)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(C) shall be developed in accordance with one or more of the following zoning district regulations, as modified herein, and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Local Commercial (C-1) District:
  - All permitted uses
  - Medical Care Facility
  - Childcare Facility, Daycare
- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Mixed Density (MD) Residential
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Home (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on single platted lot)

- Agricultural (AG) District:
    - All permitted uses
    - Agritainment
    - Itinerant Vendor
    - Farmer's Market
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Tasting Room
    - Commercial Kitchen
    - Food Truck Park
    - Greenhouse and Nursery
    - Feed and Farm Supply
    - Bar
    - Private Club
- Mixed Use Development
    - All permitted uses

b. Dimensional Standards

The Zoning Districts selected for Zone IV(C) shall be developed in accordance with their corresponding dimensional standards:

- Local Commercial District (C-1), as modified herein
- Single Family Residential (SF-20.0) District, as modified herein
- Single Family Cottage Residential District, as modified herein
- Mixed Density (MD) Residential, as modified herein
- Multi-Family Residential (MF) District, as defined herein
- Agricultural (AG) District, as defined herein
- Light Industrial (I-1) District, as defined herein
- Mixed-Use (MU) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

E. Zone V - The Farm

1. Zone Vision

The Farm is envisioned to be an agricultural reserve with agricultural focused commercial activities.

2. Permitted Uses

Tracts shown on **Exhibit C** as Zone V shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning district, unless otherwise stated:

- Section 9.04.028 land use table AG uses already permitted by right
- Agritainment
- Artist Studio
- Bar
- Brewpub
- Food preparation and sales
- Food Truck Park
- Grocery Store
- Mixed-Use (MU)
- Restaurant and tasting room
- Outdoor Dining
- Farmer's Market

- On-Site Residence for Farmer
- Multi-Family (Permitted with SUP)
- Hotel (Permitted with SUP)
- Brewery/Distillery (Permitted with SUP)
- Childcare facility (Permitted with SUP)

3. **Prohibited Uses**
   Prohibited Uses in Zone V include the following:
   - Feedlot
   - Mobile Home / Manufactured Homes with chassis and wheels (personal property)
   - Wind Energy Conversion System
   - Country Club
   - Golf Course
   - Carport
   - Concrete Batch Plant
   - Flea Market
   - Seasonal Roadside Stand

4. **Dimensional Standards**
   The Zoning Districts selected for Zone V shall be developed in accordance with their corresponding dimensional standards:
   - Agricultural (AG) District, as defined herein
   - Local Commercial District (C-1), as modified herein
   - Mixed-Use (MU) District, as defined herein

   If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

5. **Site Plan Requirement**
   Development in Zone V requires Site Plan approval to ensure conformance with city development standards.

SECTION 3. OPEN SPACE

A. Vision

The vision for the community includes extensive open space and activation of detention areas with concrete trails and single-loaded streets that preserve the public view of the natural beauty. The pocket parks are intended to provide valuable open space within walking distance of most residential units, provide passive and moderately active recreational opportunities including, but not limited to, open play areas, natural interpretive areas, neighborhood playgrounds, children's water play areas, and small neighborhood gathering spaces. The central green is intended to create a natural scenic connection through the center of the community and shall consist of trails, natural landscaping, usable open space, and ponds that are reflective of the native environment. The open space requirements in 9.04.029(d) (3) shall not apply to Mixed-Density Residential types, multifamily units or residential uses in Zones II, III, IV and V, as the open space provided in Zone I is to serve the needs for the entire development Site.

B. Required Elements

Open space, that is publicly accessible, whether owned and maintained by the City of Anna, the Owners Association, or other ownership entity, shall count toward the minimum open space requirement. The open space and amenities identified in this section and the Open Space and Trails **Exhibit J** satisfies the open space and park requirements for the Site in its entirety and no park acquisition or development fees are applicable. The open space for the Site shall include:

1. A regional trail running north / south through the project along the primary open space areas which will include trailheads.
2. Incorporation of pocket parks and activated open space throughout the community, as generally shown on the Illustrative Plan. The size and location of pocket parks and activated open space shall be generally delineated on a Preliminary Site Plan and then finalized through the platting process. Pocket parks and activated open space may be spread across multiple locations within the Zone provided the overall amount of the requirement is met as depicted on **Exhibit C.**

C. Maintenance

Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other ownership entity unless otherwise dedicated to the City. The property owner, Owners Association, or other ownership entity may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the Open Space.

SECTION 4. AMENITIES

Amenity Centers shall be located on a private lot and shall not count towards any open space requirement.

A. One large amenity center to be located in Phase 1 including, at a minimum: an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 300th single family building permit.

B. A second amenity center on the southern side of the community, including at a minimum: an amenity center building, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 1,750th single family building permit.

SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS

A. Revise 9.02.081.a to read:

The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the city's comprehensive plan and design standards and shall be considered in their relation to the following, whether the streets are within the city, or within its ETJ area. Street sections presented in this **Exhibit D** shall supersede any other City of Anna ordinances or standards.

B. Revise 9.02.081.c.4 to read:

Approach streets and access.

All subdivisions must have at least two points of vehicular access and must be connected via improved streets (streets that meet the city standards) to the city's improved thoroughfare and street system by one or more approach streets of such dimensions and improved to such standards as required herein. All residential subdivisions, with the exception of multifamily dwellings and single-unit or duplex unit park developments, shall provide no less than one entrance for each 50 lots including stubs for future development. ~~and in no case shall have more than 150 lots for each connection to an existing street.~~

C. Revise 9.02.081.c.5.A to read:

Off-site and adjacent improvements based on traffic impact analysis (TIA) of project specific impacts.

a. If in the opinion of the City Engineer or Director of Development Services, sufficient vehicular access and street capacity approaching and adjacent to the subdivision is not available to serve the proposed subdivision, the city may require the developer to provide a traffic impact analysis ("TIA") of the proposed development. ~~Such TIA when required shall be submitted to the City as part of the preliminary~~

~~plat application.~~ Based on the TIA, necessary improvements attributable to the proposed development may be incorporated into the development plans at the discretion of city staff.

D. Revise 9.02.081.L.1 to read:

Street section requirements.

Typical street sections shall be based upon projected traffic volume, existing soil conditions, and drainage condition and requirements. Street right-of-way widths, pavement widths, and median widths shall be as shown on ~~the comprehensive plan, in the City's design standards, and shall specifically be as specified in Division 9, Table 1.~~ **Exhibit D** in the Development Agreement.

E. Revise 9.02.081.o.1 to read:

Maximum and minimum length of block or street segments.

The maximum length of any block or street segment, ~~including~~ excluding looped streets, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet. except in a key lot scenario, as measured along the street centerline and between the point(s) of intersection with other through streets. The minimum block length for a horseshoe street shall be 260 feet. A cul-de-sac or dead-end street shall not be considered a through street and shall not exceed 600' in length for Lot Types F through J, but otherwise shall not exceed 900' in length. The block length is not measured along the side of a block that does not include the front of any lot.

F. Revise 9.02.081.t.1 to read:

Residential driveways.

Residential driveway cuts shall not be allowed on streets that are larger than a neighborhood (50-foot right-of-way) or residential collector street (60-foot right-of-way). ~~Residential driveways shall be at least 30 feet from any intersection.~~ For corner lots residential driveways shall be located on the opposite side of the lot from the intersection. Rear and side driveway access to collector and thoroughfare streets shall be prohibited.

G. Revise 9.02.083.b to read:

Residential alleys.

~~In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement.~~ Alleys in residential districts shall provide a Right-of-way and pavement width in compliance with the street sections presented in **Exhibit D** of the Development Agreement.

H. Revise 9.02.086.a.1 to read:

Pedestrian concrete walkways (sidewalks) not less than the following width shall be provided along both sides of newly constructed streets as follows:

Street Type	Sidewalk Width
Arterial	6 feet
Divided and undivided collector	6 feet
Neighborhood collector	6 feet
Local residential	~~6~~5 feet

I. Revise 9.02.087.e to read:

Double frontage lots.

Residential subdivisions with double frontage lots shall be avoided, except where they may be essential to provide separation from arterial or collector streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Where lots have double frontage, appropriate building setback lines shall be established for each street side, and rear yard screening shall be provided in accordance with section 9.02.167 of this article. Except as provided within this subsection, residential lots shall not back onto any residential street or collector street within a residential area or neighborhood. ~~and shall not have more than ½ of their perimeter boundaries along streets~~

J. Revise 9.02.087.g to read:

Residential lot depth.

(1) No lot shall be platted less than 100 feet in depth unless located within the mixed density residential (MD) District, the downtown (DT) District, applicable planned development (PD) District, or districts where minimum lot depth is N/A.

(2) Lots facing or backing on arterial or collector roadways (rights-of-way greater than 60 feet), shall be at least 10 feet deeper than the minimum required depth of lots facing the local streets within the development. This depth is in addition to the minimum 20-foot-wide landscape buffer requirement for residential developments when adjacent to arterial and collector roadways. If a landscape buffer of 30' or deeper is provided, the requirement for a 10' deeper residential lot shall not apply.

K. Revise 9.02.087.b to read:

Minimum frontage on a public street.

Each lot on a subdivision plat shall front onto a dedicated, improved public street or HOA owned open space lot, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All single family detached lots shall have a minimum of 40 feet of frontage as measured at the front building setback line fronting a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district. Lots that front onto an HOA-owned open space lot shall have access to a dedicated, improved public alley.

L. Revise 2.14.A of the City of Anna Design Standards Manual to read:

Residential: Residential driveways to serve two car garages shall be not less than eleven (11) feet nor more than ~~twenty (20)~~ twenty-two (22) feet in width at the property line. The width of the driveway will be larger at the garage for a three car (width to be maximum of twenty-eight (28) feet). Shared driveways and garages larger than three cars shall be a case-by-case basis as may be approved administratively by city staff. Residential driveways shall be separated from one another by a distance of at least ten (10) feet. The radii of all residential driveway returns shall be a minimum of five (5) feet and shall not extend past the adjoining property line. ~~The driveway approaches devoted to one use shall not occupy more than sixty percent (60%) of the frontage abutting the roadway or alley.~~

SECTION 6. ZONING ORDINANCE MODIFICATIONS

A. Sec. 9.04.010 Single-Family Residential (SF-20.0) District (Type A Lot)

(a) Purpose. The Single-Family Residential (SF-20.0) district is designed to accommodate a single-family residential development lot design on approximately half-acre (1/2 acre) lots. The district may be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-20.0) district shall follow Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards, as modified.

Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards – Type A

Single-Family Residential (SF-20.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	20,000 square feet average 15,000 square feet minimum
B	Lot Width (min.) as measured at front building setback line	100 feet
C	Lot Depth (min.)	150 feet
D	Lot Coverage (max.)	40%

Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-20.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

B. Sec. 9.04.011 Single-Family Residential (SF-14.5) District (Type B Lot)

(a) Purpose. The Single-Family Residential (SF-14.5) district is designed to accommodate a single-family residential development design on roughly one-third acre (⅓-acre) lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-14.5) district shall follow Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards, as modified.

Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards – Type B

Single-Family Residential (SF-14.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	14,500 square feet Average 12,150 square feet minimum
B	Lot Width (min.) as measured at front building setback line	90 feet
C	Lot Depth (min.)	135 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		

Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-14.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

C. Sec. 9.04.012 Single-Family Residential (SF-12.0) District (Type C Lot)

(a) Purpose. The Single-Family Residential (SF-12.0) district is designed to accommodate single-family residential development on roughly quarter-acre (¼-acre) lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-12.0) district shall follow Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards, as modified.

Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards – Type C

Single-Family Residential (SF-12.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	12,000 square feet average 9,600 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	80 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-12.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the

right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

D. Sec. 9.04.013 Single-Family Residential (SF-10.5) District (Type D Lot)

(a) Purpose. The Single-Family Residential (SF-10.5) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in Single-Family Residential (SF-10.5) district shall follow Table 6: Single- Family Residential (SF-10.5) District Dimensional Standards, as modified.

Table 6: Single-Family Residential (SF-10.5) District Dimensional Standards – Type D

Single-Family Residential (SF-10.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	10,500 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-10.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

E. Sec. 9.04.014 Single-Family Residential (SF-8.4) District (Type E Lot)

(a) Purpose. The Single-Family Residential (SF-8.4) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-8.4) district shall follow Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards, as modified.

Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards – Type E

Single-Family Residential (SF-8.4) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	8,800 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-8.4) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

F. Sec. 9.04.015 Single-Family Residential (SF-7.2) District (Type F Lot)

(a) Purpose. The Single-Family Residential (SF-7.2) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-7.2) district shall follow Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards, as modified.

Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards – Type F

Single-Family Residential (SF-7.2) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	7,500 square feet average 7,200 square feet minimum
B	Lot Width (min.) as measured	60 feet

	at the front building setback line	
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-7.2) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

G. Sec. 9.04.016 Single-Family Residential (SF-6.0) District (Type G Lot)

(a) Purpose. The Single-Family Residential (SF-6.0) district is designed to accommodate single-family residential development on relatively smaller lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-6.0) district shall follow Table 9: Single-Family Residential (SF-6.0) District Dimensional Standards, as modified.

***Table 9: Single-Family* Residential (SF-6.0) District Dimensional Standards – Type G**

Single-Family Residential (SF-6.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	6,300 square feet average 6,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	100 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 10 feet
F	Rear Yard (min.)	20 feet

G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-6.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

H. Sec. 9.04.017 Mixed-Density Residential (MD) District

(a) Purpose. The Mixed-Density Residential (MD) district provides medium-density residential development with diversified housing choices. This district encourages a mix of single-family and two-family residential uses and incentivizes community amenities to form compact, accessible, and walkable neighborhoods. This district implements the character and intent of the Comprehensive Plan's Urban Living PlaceTypes. The Mixed-Density District is defined on the Site to consist of four sub-types: Type H (40 Foot SF), Type I (Single Family Attached including invidual-lot townhome), Two-Family Dwelling (including individual-lot duplex), Type J (Garden Homes).

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Mixed-Density Residential (MD) district shall follow Table 10: Mixed-Density Residential (MD) District Dimensional Standards, as modified.

(d) Special Regulations.

(1) The Mixed-Density Residential (MD) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Zero lot line, 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Alley loaded garage setbacks (from the alley) shall be measured from the garage door to the edge of pavement of the alley or mews street. The distance shall be either 1) between 3 to 5 feet or 2) more than 20 feet.

(5) Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.

(6) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

(7) Any Mixed-Density Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

Table 10-A: Mixed-Density Residential (MD) District Dimensional Standards – Type H (40 Foot SF)

Mixed-Density Residential (MD) District Dimensional Standards Type H (40 Foot SF)

Lot Requirements		
A	Lot Area ~~(min.)~~	4,500 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	40 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	65%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet, See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-B: Mixed-Density Residential (MD) District Dimensional Standards – Type I (Single-Family Attached – single DU on single lot including without limitation individual-lot townhome)

Mixed-Density Residential (MD) District Dimensional Standards Type I (Single-Family Attached – single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	2,200 square feet average 2,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-C: Mixed-Density Residential (MD) District Dimensional Standards – Two-Family (single DU on single lot including without limitation individual-lot duplex)

Mixed-Density Residential (MD) District Dimensional Standards Two-Family (single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	4,400 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-D: Mixed-Density Residential (MD) District Dimensional Standards – Type J (Garden Homes – single DU on single lot)

Mixed-Density Residential (MD) District Dimensional Standards Type J (Garden Homes – single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	3,300 square feet average 2,800 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	60 feet
C	Lot Depth (min.)	50 feet
D	Lot Coverage (max.)	60%
Setback Requirements		
E	Front Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
F	Rear Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet (only if facing City Street)
Building Requirements		
J	Building Height (max.)	40 feet

Additional Applicable Requirements within the Zoning Ordinance	
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

I. Single-Family Residential (Cottage Home District)

(a) Purpose. The Single-Family Cottage Residential district is designed to accommodate a single-family residential development of detached units on individual lots. The Cottage homes are intended to be situated adjacent to a shared open space. The district can be appropriately located near agricultural, commercial, and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential PlaceType.

(b) Development in Single-Family Residential (Cottage Home District) requires Site Plan approval to ensure conformance with city development standards.

(c) Dimensional Standards. Development in the Cottage Home district shall follow the Dimensional Standards, as modified.

Single-Family Cottage Residential District Dimensional Standards

Single-Family Cottage Residential District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	1,800 SF
B	Building Separation (min.)	10 feet
C	Lot Depth (min.)	45 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	5 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Cottage homes shall provide 1.75 parking spots per unit which can be provided as off-street parking and/or on-street parking.

(2) Not be manufactured or mobile homes with chassis and wheels Zero lot line

(3) 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Any Single-Family Cottage Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

J. Sec. 9.04.018 Multifamily Residential (MF) District

(a) Purpose. The Multifamily Residential (MF) District provides for high-density residential development, targeting well-designed multifamily uses serving as a transition between medium-density residential development and commercial nodes. This district encourages multifamily uses with site development characteristics that accommodate open space and access to light and air. This district implements the character and intent of the comprehensive plan's urban living place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Multifamily Residential (MF) District shall follow Table 11: Multifamily Residential (MF) District Dimensional Standards, as modified.

(d) For the avoidance of doubt, MF District includes the following uses if multiple dwelling units are located on a single lot: Townhome Unit, Duplex Unit, Cottage Home Unit and Condominium Unit.

Table 11: Multifamily Residential (MF) District Dimensional Standards

Multifamily Residential (MF) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	5,000 square feet
B	Lot Width (min.)	50 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	25 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(e) Special Regulations.

(1) Minimum lot areas for attached single-family and two-family dwellings shall be 2,400 square feet per dwelling unit.

(2) Lot widths for a lot containing attached single-family and two-family dwellings shall be no less than 20 feet per ground floor unit plus side yard requirements.

(3) No lot containing multifamily dwelling units shall contain less than 10,000 square feet.

(4) No lot containing a single-unit or duplex unit park shall contain less than 20,000 square feet.

(5) No building in a single-unit or duplex unit park, attached single-family dwelling, two-family dwelling, or townhome unit shall exceed a height of 40 feet.

(6) Any building with multiple stories and greater than 40 feet tall shall comply with the regulations specified in section 9.04.041(h).

(7) When a multifamily dwelling exceeds one story in height, an automatic sprinkler system shall be installed in accordance with existing fire codes and each building shall have two points of entry or exit.

(8) The maximum density for a multifamily dwelling is 100 units per acre.

(9) The maximum density for a townhome unit or single-unit or duplex unit park is 18 units per acre

(10) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(11) Any Townhome Unit, Cottage Home Unit, Condominium Unit or Duplex Unit shall:

- Have permanent foundations
- May utilize modular construction

- Not be manufactured or mobile homes with chassis and wheels

(12) A Multi-Family development, including Townhome Unit, Cottage Home Unit, Condominium Unit, and Duplex Unit projects, may choose to satisfy the open space requirements as currently detailed in 9.04.029(c)(b) or may choose to provide open space equal to 15% of the gross development acreage which can be met with one or more of the following options:

- Usable open space and landscape buffers which can include floodplain at no greater slope than 4:1 shall receive a 1:1 square foot credit. Trails and other improvements can be collocated within the usable open space/landscape buffers and shall receive the credit as noted in the following bullets.
- Hardscape improved areas such as equipped children's play areas, pool/spa, dog park, trails, and other similar improvements shall receive 3:1 square footage credit
- Amenities such as amenity centers, gym facilities, and other similar amenities shall receive 3:1 square footage credit

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K. Sec. 9.04.020 Regional Commercial (C-2) District

(a) Purpose. The Regional Commercial (C-2) District provides for medium- to large-scale development of retail, service, entertainment, and office necessary for a regional market. This district primarily facilitates commercial development, like big box and anchor retailers and intensive shopping strip centers that are automobile-oriented and generate high traffic counts. This district implements the character and intent of the comprehensive plan's regional activity center place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Regional Commercial (C-2) District shall follow Table 13: Regional Commercial (C-2) District Dimensional Standards, as modified.

Table 13: Regional Commercial (C-2) District Dimensional Standards

Regional Commercial (C-2) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	10,000 square feet
B	Lot Width (min.)	60 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Any building with multiple stories and greater than 35 feet tall shall comply with the regulations specified in section 9.04.041(h)

(2) Bar Separation Standard. With respect to Regional Commercial (C-2) and Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law.

(3) Section 9.04.032(b)(3)(B) shall not apply to Zone III.

(4) Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.

- Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
- Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

L. Mixed-Use Nodes ("Sherley Squares")

(a) Purpose. The four permitted Mixed-Use Nodes are intended to provide amenities and services at the neighborhood scale. Retail located within these areas should be responsive to its residential context. The Mixed-Use Nodes shall be located on sites not more than two acres, with a building height maximum of two stories and separated by 1,000 feet from another Mixed-Use Node.

(b) Uses. Permitted uses shall include the uses from the Local Commercial (C-1) District.

(c) Dimensional Standards. Development in the Mixed-Use Nodes District shall follow the following Dimensional Standards.

Mixed Use Nodes (Sherley Squares) Criteria

Mixed-Use Nodes District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	N/A
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	15 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Frontage Buildout (min.)	50%
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 –Performance Standards

(d) Special Regulations.

- Bar Separation Standard. Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law. Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.
  - Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
  - Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

SECTION 7. SITE DESIGN REQUIREMENTS

A. Revise Sec. 9.04.042 Site Design Requirements to read:

(a) Purpose. The purpose of this Section is to establish minimum standards for the appearance of development and corresponding site elements that are recognized as enhancing property values and that are in the interest of the general welfare of the City.

(b) Applicability. This section applies to all single-family, two-family, multi-family, mixed-use, and non-residential developments for new construction. All development shall comply with the requirements established by the Anna Fire Marshal.

(c) **Single-Family Residential Standards**. Residential structures in Zones I & II shall conform to the following residential design standards.

(1) **FOR LOT TYPES A (1/2 acre lots), B (100' lots), C (90' lots) and D (80' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of seventy-five percent (75%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 25% of the homes on lot types A, B, C and D may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided on the first floor that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) **FOR LOT TYPES E (70' lots), F (60' lots), G (50' lots), H (40' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 35% of the homes on lot types E, F, G and H may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(3) **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Lot.

(4) **Chimneys**. All exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

(5) **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed.

(6) **Windows**.

i. All window framing shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

ii. Window shutters may be used. Window shutters shall be painted, stained wood, or fiberglass.

iii. No reflective window coverings or treatments shall be permitted.

(7) **Garage Doors.** Garage doors shall be constructed of either metal or wood.

(8) **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

(9) **Placement of exterior materials**. Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed. The Director of Development Services shall have final approval of any residential elevation submitted for construction.

(10) **Alternate stucco architecture**. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.

(11) **Building Articulation.** At least four facade articulation techniques are required on each single-family dwelling to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(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 corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances

- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(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 50 square feet.

(D) The installation of at least two (2) coach lights.

(E) Other techniques for building articulation can be substituted if approved by the Director.

(12) **Roof Treatment** ~~Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(A) Structures constructed on all lots shall have a composition, slate, metal, clay tile or cement/concrete tile roof.

(B) The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

(C) Composition roof shingles must be laminated and have a minimum warranty of 30 years.

(D) The main roof pitch of visible roofs shall have a minimum slope of 6" in 12", exclusive of secondary roofs that include patios, porches, bay windows and other features that are accents of the structure and not part of the main roof. Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(E) Flat or negligible slope roofs are permitted.

(13) **Fenestration.** Windowless exterior elevations that face a public right-of-way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(14) **Garages.**

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.

(B) Front Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 5-car garage

iii. Garage Doors Facing Street: No more than 3 single-loaded doors are allowed to face the street. Any third street facing garage door must be recessed a minimum of three feet (3') from other garage doors.

iv. One Double Garage Door and One Single Garage Door allowed.

v. Three single garage doors; single garage door nearest to the adjacent side yard must be recessed a minimum of three feet (3') from other garage doors.

vi. Construction Material: Painted Metal, Wood, or Fiberglass

vii. Prohibited: Carports

viii. Exceptions: Tandems are allowed

(C) Rear Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 3-car garage tandem

iii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iv. Construction Material: Painted Metal, Wood, or Fiberglass

v. Prohibited: Carports

vi. Exceptions: Tandems are allowed

(15) **House Repetition / Plan Spacing.**

(A) Same Plan and same elevation can be repeated on the same side of the street every fourth (4^{th}) Lot (see A)

(B) Same Plan and same elevation cannot be repeated across the street or diagonal from any other plan (see B)

(C) Different plan with elevations considered the "same as" another plan and elevation on the same side of the street can be repeated third lot (see E)

(D) Different plan with elevations considered the "same as" another plan and elevation cannot be repeated across the street or diagonal from another plan (see F)

(E) Where a street ends in a cul-de-sac, each dwelling fronting the cul-de-sac shall have a different elevation.

Plan	Elevation	Street Side	# of Lots Between	Key
Same	Same	Same	3	A
Same	Same	Opposite	2	B
Same	Different	Same	2	C
Same	Different	Opposite	1	D
Different	Considered Same As	Same	2	E
Different	Considered Same As	Opposite	1	F

A	D	F	B	A			
F		C	D	E	C	B	E

Notes:

1) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster.
2) Documentation of lot repetition tracking shall be available from the Developer upon request from the City of Anna for verification as-needed.

(d) **Single-Family Attached (including without limitation individual-lot townhome), Garden Home, Two-Family Dwelling (including without limitiaton individual-lot duplex) and Cottage Home Standards**

(1) **FOR LOT TYPES I (Single-Family Attached), J (Garden Homes), Two-Family Dwelling and Cottage Homes:**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety the Garden Homes and Cottage Homes may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) Building Articulation. At least two facade articulation techniques are required on each detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(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 corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(B) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(C) Front porch of at least 50 square feet.

(D) The installation of at least two (2) coach lights.

(E) Other techniques for building articulation can be substituted if approved by the Director.

~~Roof Treatment. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(3) Fenestration. Windowless exterior elevations facing a public right-of-way or other highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(4) Garages.

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area. Two-Family Dwelling and Duplex Units are exempted from this requirement.

(B) Where used Front Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Construction Material: Painted Metal, Wood, or Fiberglass

iii. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed.

(C) Where used Rear Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iii. Construction Material: Painted Metal, Wood, or Fiberglass

iv. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed. Cottage Homes are not required to have an attached garage.

(5) Unit Repetition.

(A) Single family detached dwelling units with substantially identical exterior elevations can only repeat every four (4) units when fronting the same right-of-way, fire lane, or easement, including both sides of that right-of-way, fire lane, or easement as approved by Developers and secondary review by City as a part of building permit review.

(B) Single family detached dwelling units side by side or across each other within one unit (directly across or "caddy corner") shall not have substantially identical exterior elevations.

(C) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster, Two-Family Dwelling, and Duplex Units, and Cottage Homes and Cottage Home Units, not Single-Family Attached or Townhome Units

(D) For Two-Family Dwelling and Duplex Units and Cottage Homes and Cottage Home Units, project covenants will require (i) a variation in facade articulation (e.g., locations of porches, entrances, and recessed elevations) between immediately adjacent buildings, and (ii) that dwelling units with substantially identical exterior elevations can repeat only once every three (3) units when fronting the same street as approved by Developers and secondary review by City as a part of building permit review.

(E) For Single-Family Attached and Townhome Units project covenants will require a variation in exterior colors or materials between immediately adjacent buildings without requiring different elevations.

(e) **Nonresidential Standards.**

(1) Building Articulation.

(A) The front and two sides of all buildings shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations that are 60 ~~50~~ feet or longer in horizontal length require at least one ~~two~~ offset (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements.

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is generally required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) The front and two sides of all building elevations shall feature at least one facade offset (recess or projection) of at least five feet in depth for every 60 ~~50~~ feet of horizontal length.

(C) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature ~~of at least 50 square feet~~.

(f) **Mixed-Use Standards**

(1) Building Articulation.

(A) Buildings facing a local street shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(D) Columns and piers shall be spaced no farther apart than the height of the column or pier.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements. [Discuss]

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(C) Mansard roofs are prohibited.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Ground Floor.

(A) A mixed-use ~~development's ground or first floor is reserved for commercial uses, such as retail, office, and restaurant uses.~~ development shall have ground or first floor frontage and access reserved for commercial uses, such as retail, office, and restaurant uses. Partial use of the first floor for residential, and upper floor use of building for commercial, retail, office, and restaurant is at the discretion of the applicant.

(B) For those mixed-use developments incorporating live-work units, the first floor may be shared with residential and commercial uses.

(C) The ground floor shall have a minimum ceiling height of 14 feet if contains commercial.

(5) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) All building elevations shall feature at least two facade offsets (recess or projection) of at least five feet in depth for every 50 feet of horizontal length.

(C) All building elevations shall feature at least three distinct roof lines.

(D) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature of at least 50 square feet.

(E) Other similar architectural features as approved by the Director.

(6) Amenities.

(A) A mixed-use development shall provide a minimum of two amenities.

(B) The amenities below may be used to fulfill the requirements. Each amenity counts as one required amenity towards the requirements; however, multiples of the same amenity do not count towards the requirements. Additionally, to provide flexibility in development design, the Director may approve different amenities that agree with the purpose of this Sec. 9.04.042.

(i) Swimming pool (minimum 850 square foot surface area) with cooling deck (minimum ten feet wide in all areas);

(ii) Jacuzzi or hot tub area (minimum 50 square foot area);

(iii) At least two barbeque grills or one grill per 100 units, whichever is greater, with shaded seating areas, all barbeque grills shall be:

a. Serviced with propane or other gas, and

b. Be built into a structure incorporated into an adjacent amenity (i.e., pool or seating area)

(iv) Ramada(s), arbor(s), and/or trellis(es) covering at least 1,000 square feet of recreation space;
(v) A dog park that is at least 5,000 square feet in area that:
  a. Is enclosed by a minimum five-foot tall vinyl-coated chain link fence;
  b. Uses grass, wood chips, or a combination of the two as surface materials; and
  c. Provides at least one dog waste station that includes a bag dispenser and waste receptacle installed along the perimeter of the enclosure for every 2,500 square feet of the associated dog park.
(vi) Fitness center/weight room (minimum 500 square feet);
(vii) Business center (minimum 500 square feet); (viii)Media room (minimum 500 square feet).
(viii) A Plaza with hardscape features at least 3,000 square feet in area that is designed for use by, and to complement, the ground floor mixed-use
(ix) A civic center or other publicly accessible facility (e.g., reading room)

SECTION 8. ZONING LANDSCAPING CHANGES

Revise 9.04.045 Landscaping to read:

(1) Residential Development.
  (A) Generally.
    (i) Applicants are required to plant the amount established in Table 27: Residential Planting Requirements per lot prior to obtaining a certificate of occupancy.
    (ii) Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.
  (B) Requirements.
    (i) Trees selected from the canopy tree list in this Section shall be planted on all single-family and two-family lots.
    (ii) At least one of the trees must be placed in the front yard of the lot. A street tree shall be considered a front yard tree.
    (iii) For all residential properties, common areas, and open space lots, applicants are required to plant one canopy tree per 40 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.
    (iv) The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of 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. If a street tree agreement is in place then those trees will count towards the totals in Table 27:Residential Planting Requirements. Street trees may be canopy trees. To accommodate modified Mixed-Density Residential types the requirement shall follow the following standards:
      a. Garden Homes: One canopy tree per unit for homes not fronting on the street. Street fronting units shall utilize the street tree to meet the yard tree requirement.
      b. Two-Family Dwelling: One tree per two attached Two-Family units shall satisfy the Two-Family front yard planting requirement.
      c. Cottage Homes: One canopy tree or one ornamental tree for every two units.
      d. Single-Family Attached: One Canopy Tree for every two Single-Family Attached units.
    (v) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to the landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Revise 9.04.045.d.12 to read:

~~No tree shall be plated closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.~~ Tree planting in proximity to right-of-way shall be governed by the street tree exhibits included in **Exhibit D** of the Development Agreement.

SECTION 9. ARTICLE 9.05 SIGN ORDINANCE

1. **Section 9.05.018 Detached Signs**

(d) Subdivision Entry Signs

Definition.

(1)

Subdivision Entry Sign. A sign which may be a freestanding monument or attached to a subdivision wall located at the entry of a platted subdivision from a local, collector, or arterial street.

(2) Standards.

Generally. Table 3-7 establishes the standards for subdivision entry signs.

Table 3-7: Subdivision Entry Sign Standards

Sign District → Requirement ↓	**AE**	**SF**	**MR**	**CM**	**MU**	**DT**	**IN**
General							
Allowed?	Y	Y	Y	N	Y	N	Y
Permit Required?	Y	Y	Y	--	Y	--	Y
Number per entrance (max.)	1	2	2	--	2	--	2
Dimensions							
Sign Area (max.)	150 sf	200 sf	150 sf	--	~~150 sf~~ 200 sf	--	150 sf
Sign Height (max).	6 ft	~~6 ft~~ 15 ft	6 ft	--	~~6 ft~~ 15 ft	--	8 ft

Setbacks							
From ROW	5 ft	5 ft	5 ft	--	5 ft	--	5 ft
Features							
Electronic Message Center	N	N	N	--	N	--	N
Changeable Copy	N	N	N	--	N	--	N
Channel Letters	Y	Y	Y	--	Y	--	Y
Internal Illumination	N	N	N	--	N	--	N
External Illumination	Y	Y	Y	--	Y	--	Y
Halo Illumination	Y	Y	Y	--	Y	--	Y
Additional Information							
Key	Y = yes, a permit is required or the feature is allowed | N = no/ not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply						
Sign District Summary	AE = AG district and ETJ | SF = SF-20.0- SF-6.0 districts | MR = MD and MF districts | CM = C-1 and C-2 districts |MU = MU district | DT = DT district | IN = I-1 and I-2 districts						

(B) Number and Location

(i) Two (2) subdivision entry signs may be located at the intersection of a collector or arterial street and an entry street or private driveway into a subdivision. ~~The signs shall be configured as follows.~~

a. ~~Two (2) signs with one (1) sign face each located on opposite sides of the entry street private driveway;~~

~~b. One (1) sign with two (2) faces located within a landscaped areas dividing two (2) one-way entry streets or private driveways;~~

~~c. One (1) sign located on one (1) side of the entry street or private driveway; or~~

~~d. One (1) sign located on an archway above the entry street or private driveway~~

(ii) Subdivision entrances from a right-of-way greater than 60 feet shall require signage. Secondary entrance connecting to other neighborhoods may be allowed but are not required.

(C) Design and Installation.

(i) Subdivision entry signs shall be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(ii) All subdivision entry signs shall be landscaped around the base of the sign in an area equal to four square feet for each square foot of sign areas. In case where the location of the sign could not accommodate such landscape areas, the area may be reduced up to 50% at the Directors' discretion.

(iii) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground

SECTION 11. DEFINITIONS

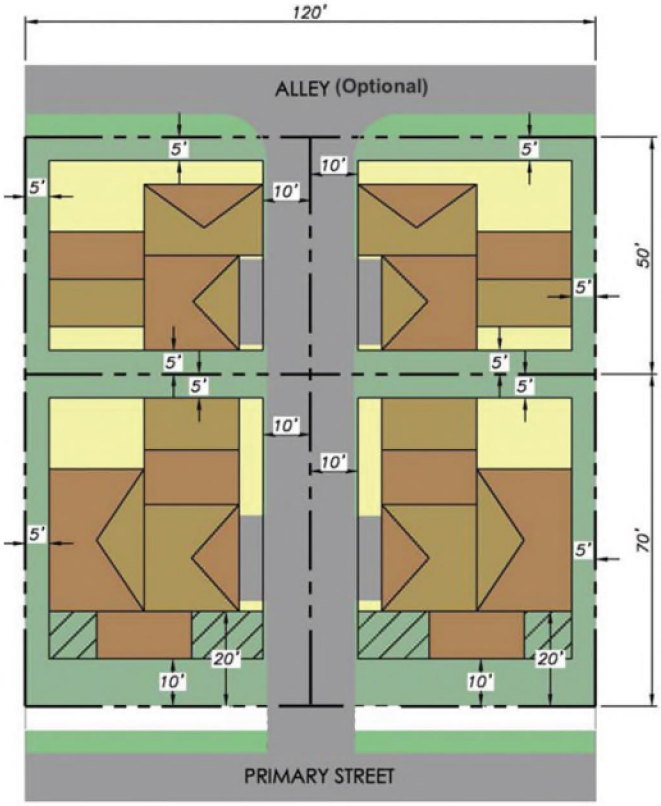
Sec. 9.04.081 Land Use Terms

Agritainment:

Events and activities that allow for education, culinary experiences, recreation, entertainment, and tourism that is in conjunction with on-going agricultural activities on-site (examples include corn mazes, hayrides, classes, food festivals and petting zoos).

Garden Homes:

A configuration of single family detached units that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure with approximate dimensions and attributes.



Garden Home Unit:

A configuration of single family detached units, on a shared lot, that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure above with approximate dimensions and attributes except that for a Garden Home Unit it would be a single shared lot.

Mini-Warehouse/Public Storage:

~~A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.~~

A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease.

The conduct of sales, business, or any activity other than storage or ancillary goods and services (e.g., insurance, moving boxes, tape or other equipment) shall be prohibited within any individual storage unit.

Shared Workspace:

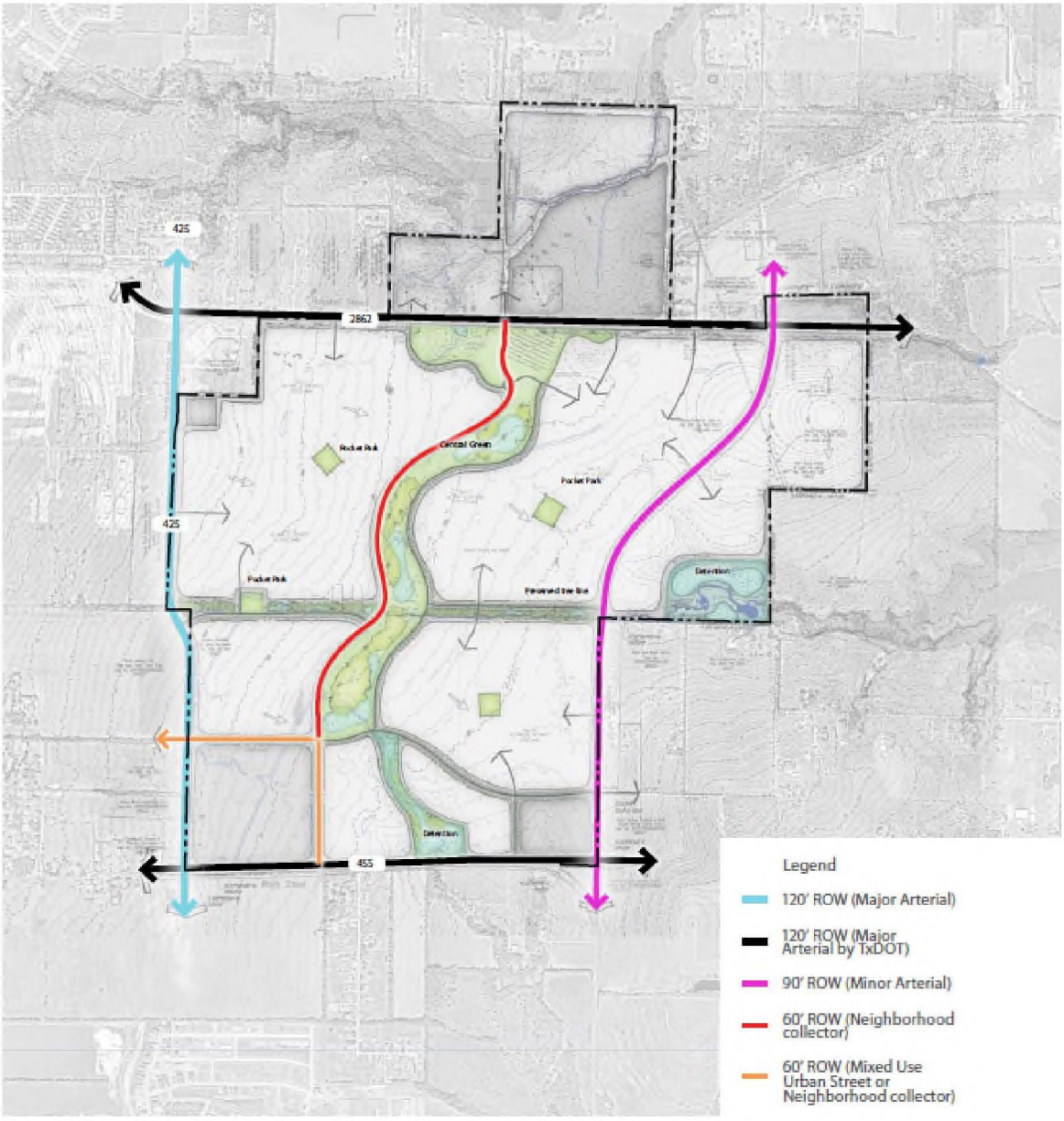
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

Cottage Home Unit:

A configuration of single family detached units, on a shared lot, with the same architectural style as the Cottage Home Residential District.

SECTION 11. ATTACHMENTS

A. Attachment Road Network and Street Sections



TBG

Sherley Farms

Anna, Texas
04/25/24

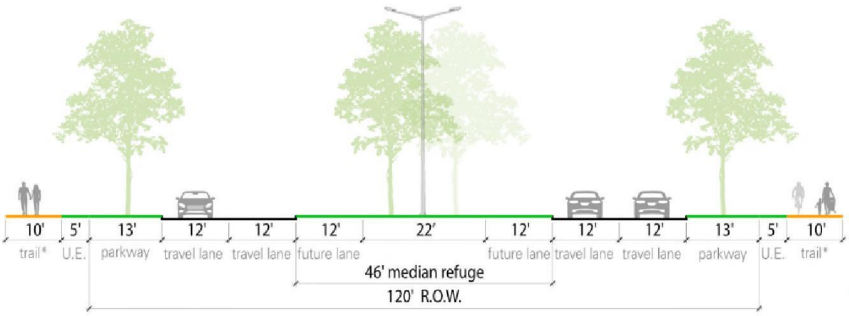
street section map

The information shown is conceptual and is subject to change as part of future construction plans and platting submittals. Street classifications, and alignments are subject to future traffic studies / traffic impact analysis (TIA's).

TBG
2001 Bryan St. Suite 1450,
Dallas, Texas 75201

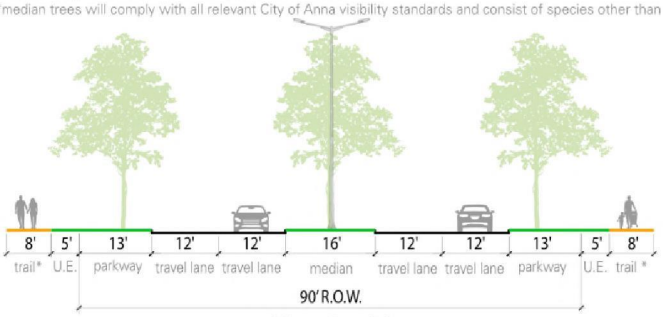
[214] 744 0757 tbgpartners.com

0 800' 1600'



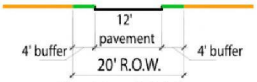
Major Arterial

*entire landscape buffer to be dedicated for public trail access easement
*median trees will comply with all relevant City of Anna visibility standards and consist of species other than Oak.

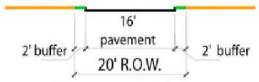


Minor Arterial

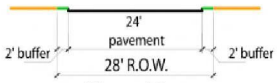
*entire landscape buffer to be dedicated for public trail access easement
*median trees will comply with all relevant City of Anna visibility standards and consist of species other than Oak.



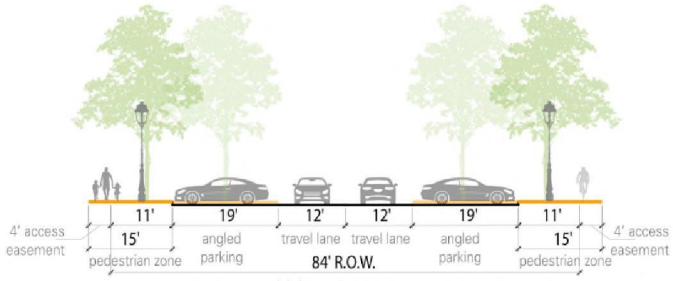
Residential Alley



Commercial Alley

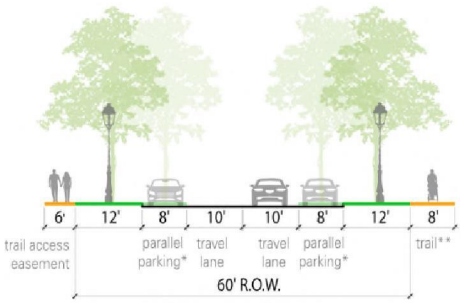


Mews Alley

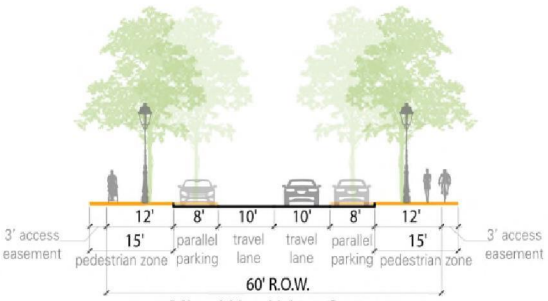


Urban Avenue*

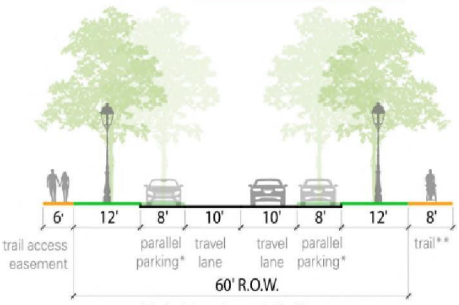
allowable section for this development, location to be determined at preliminary plan stage



Neighborhood Collector



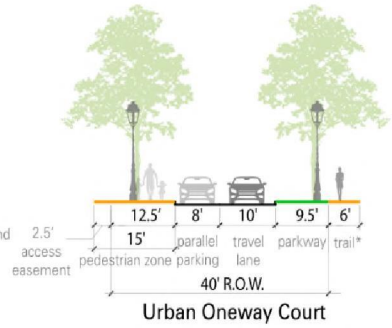
Mixed Use Urban Street



Neighborhood Collector

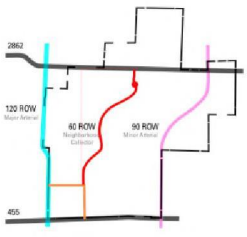
*stripe dedicated parallel parking lane, curb bulb out at intersection of residential street
**trail on park side of road can meander

Neighborhood Street



Urban Oneway Court

*trail on urban park/plaza side of road can meander



TBG

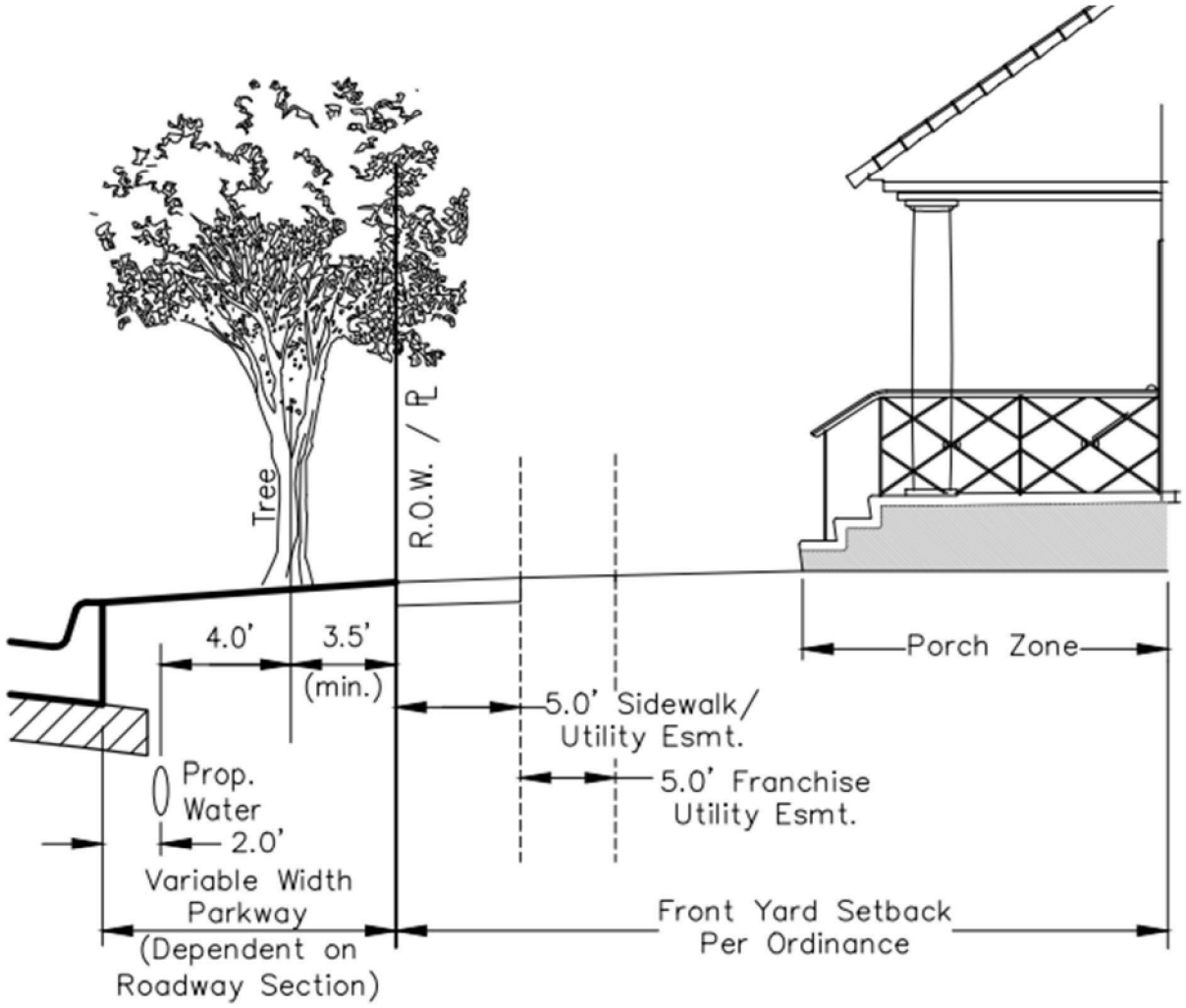
sherley farms

street sections

Anna, Texas
03/11/2024

0 10' 20' 40'

B. Street Tree Details



Note:
1. See typical root barrier detail for specifics on root barrier layout.
2. Street tree location shall comply with all City of Anna visibility requirements.

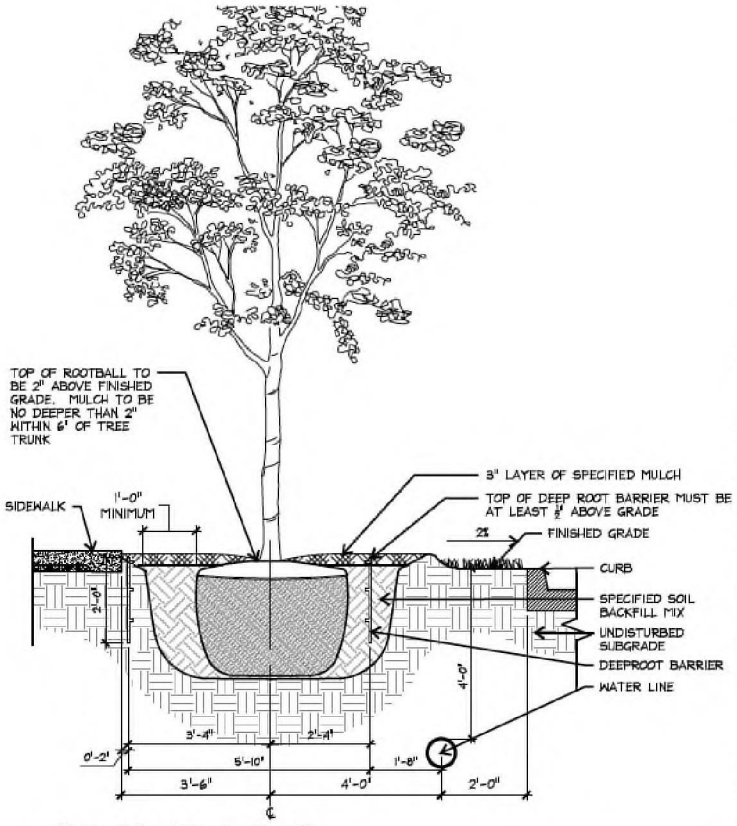
STREET TREE LAYOUT DETAIL

(N.T.S.)

PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING

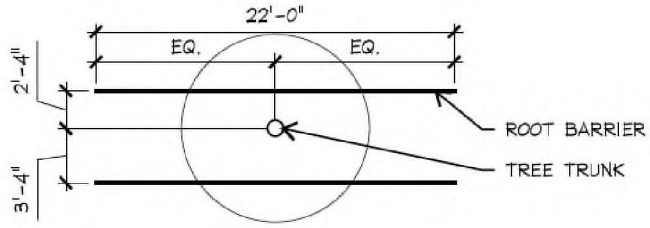
Drawing: G:\2023 JOBS\23-288 Shirley Farms\CAD\Misc\23-288 Street Tree Layout Detail.dwg Saved By: jvargas Save Time: 10/7/2024 10:28:16 AM Plotted by: jvargas Plot Date: 10/7/2024 10:28 AM



1 Typical Root Barrier Detail

PLAN/SECTION

NOT TO SCALE



PLAN VIEW

Surround Style Planting with Deeproot Universal Barriers

When selecting the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth walled surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (26mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Distribute evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm–15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

H. Water and follow proper tree maintenance practices.

Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

For information regarding distributors please call: 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835).

Exhibit E

Authorized Improvements and Budgeted Costs

Exhibit E - Authorized Improvements and Budgeted Costs

10/7/2024

Sherley Farms PID
Anna, Texas
Collin County

2,578 Lots
Typical Lot Size Varies

Prepared for

Tellus Group LLC

Prepared by

SPIARS ENGINEERING & SURVEYING

Job #23.288

765 Custer Road, Suite 100
Plano, Texas 75075
Ph. 972.422.0077, Fax 972.422.0075
TBPE# F-2121

Exhibit E - Authorized Improvements and Budgeted Costs

Development Phase	PID Direct Costs				
	Lot Count	Cost Per Lot	Residential	Box Culvert & Detention	Total PID Direct
Phase 1	423	$52,063	$20,884,308	$1,138,483	$22,022,792
Phase 2	307	$52,529	$14,945,666	$1,180,672	$16,126,338
Phase 3	419	$48,737	$20,241,658	$179,200	$20,420,858
Phase 4	316	$62,172	$18,171,352	$1,475,072	$19,646,424
Phase 5	421	$53,579	$21,332,215	$1,224,704	$22,556,919
Phase 6	494	$47,777	$22,608,500	$993,536	$23,602,036
Phase 7	198	$71,503	$14,157,684	$0	$14,157,684
TOTAL	2578	$53,737	$132,341,384	$6,191,667	$138,533,051

Notes:
1. This summary table only shows PID eligible costs.
2. It is assumed that only Direct PID costs will be reimbursed. Items that would be classified as Major Improvements have been excluded.
3. Turn lanes, collector paving, box culverts, and detention costs have been included. It is assumed that they will be categorized as direct costs.

Phase 1 Sherley Farms: Anna, Texas

Total Number of Lots: 423 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 82** **50's: 171** **60's: 137** **70's: 33**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$231,360.00	23,136	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$232,650.00	423	Lot	$550.00
Excavation	$380,700.00	423	Lot	$4,500.00
Rock Surcharge	$860,310.00	1	LS	$860,310.00
Water	$2,679,120.00	22,326	LF	$120.00
Storm Sewer	$3,701,760.00	23,136	LF	$160.00
Sanitary Sewer	$2,544,960.00	23,136	LF	$110.00
Paving (Residential)	$5,581,500.00	22,326	LF	$250.00
Paving (Collector)	$243,000.00	810	LF	$300.00
Paving (Mews Alley)	$321,400.00	1,607	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$231,360.00	23,136	LF	$10.00
Subtotal Hard Costs	$17,223,120.00			
On-Site Contingency (10%)	$1,722,312.00			
Total Hard Costs	$18,945,432.00		Lot	$44,788.26
SOFT COSTS				
Preliminary Engineering	$63,450.00	423	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,015,200.00	423	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$38,990.00	1	LS	$38,990.00
Soil Testing - Final Geotech	$83,550.00	111	Acre	$750.00
Re-Staking	$21,150.00	423	Lot	$50.00
Flood Study	$50,000.00	1	LS	$50,000.00
Environmental Studies	$20,000.00	1	LS	$20,000.00
Inspection Fees (4.0%)	$646,536.40	1	LS	$646,536.40
Total Soft Costs	$1,938,876.40		Lot	$4,583.63
RESIDENTIAL PID DIRECT COST	**$20,884,308.40**		**Lot**	**$ 49,371.89**

Phase 2 Sherley Farms: Anna, Texas

Total Number of Lots: 307 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 0** **50's: 134** **60's: 149** **70's: 24**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$171,390.00	17,139	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$168,850.00	307	Lot	$550.00
Excavation	$276,300.00	307	Lot	$4,500.00
Rock Surcharge	$567,060.00	1	LS	$567,060.00
Water	$2,056,680.00	17,139	LF	$120.00
Storm Sewer	$2,742,240.00	17,139	LF	$160.00
Sanitary Sewer	$1,380,940.00	12,554	LF	$110.00
Paving (Residential)	$4,284,750.00	17,139	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$114,600.00	573	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$400,000.00	2	EA	$200,000.00
Signage (Includes CBUs)	$171,390.00	17,139	LF	$10.00
Subtotal Hard Costs	$12,349,200.00			
On-Site Contingency (10%)	$1,234,920.00			
Total Hard Costs	$13,584,120.00		Lot	$44,247.95
SOFT COSTS				
Preliminary Engineering	$46,050.00	307	Lot	$150.00
Engineering, Construction Staking, Administrative	$736,800.00	307	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$28,840.00	1	LS	$28,840.00
Soil Testing - Final Geotech	$61,800.00	82	Acre	$750.00
Re-Staking	$15,350.00	307	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$452,706.40	1	LS	$452,706.40
Total Soft Costs	$1,361,546.40		Lot	$4,435.00
RESIDENTIAL PID DIRECT COST	**$14,945,666.40**		**Lot**	**$ 48,682.95**

Phase 3 Sherley Farms: Anna, Texas

Total Number of Lots: 419 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 155** **50's: 102** **60's: 162** **70's: 0**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$211,780.00	21,178	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$230,450.00	419	Lot	$550.00
Excavation	$377,100.00	419	Lot	$4,500.00
Rock Surcharge	$772,476.00	1	LS	$772,476.00
Water	$2,252,040.00	18,767	LF	$120.00
Storm Sewer	$3,388,480.00	21,178	LF	$160.00
Sanitary Sewer	$2,329,580.00	21,178	LF	$110.00
Paving (Residential)	$4,691,750.00	18,767	LF	$250.00
Paving (Collector)	$723,300.00	2,411	LF	$300.00
Paving (Mews Alley)	$752,000.00	3,760	LF	$200.00
Paving (Alley)	$163,800.00	1,638	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$600,000.00	3	EA	$200,000.00
Signage (Includes CBUs)	$211,780.00	21,178	LF	$10.00
Subtotal Hard Costs	$16,719,536.00			
On-Site Contingency (10%)	$1,671,953.60			
Total Hard Costs	$18,391,489.60		Lot	$43,893.77
SOFT COSTS				
Preliminary Engineering	$62,850.00	419	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,005,600.00	419	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$41,160.00	1	LS	$41,160.00
Soil Testing - Final Geotech	$88,200.00	118	Acre	$750.00
Re-Staking	$20,950.00	419	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$611,408.24	1	LS	$611,408.24
Total Soft Costs	$1,850,168.24		Lot	$4,415.68
RESIDENTIAL PID DIRECT COST	**$20,241,657.84**		**Lot**	**$ 48,309.45**

Phase 4 Sherley Farms: Anna, Texas

Total Number of Lots: 316 **Based on Lot Count and Centerlines**

100's: 0 **TH: 19** **40's: 85** **50's: 71** **60's: 120** **70's: 21**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$202,180.00	20,218	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$173,800.00	316	Lot	$550.00
Excavation	$284,400.00	316	Lot	$4,500.00
Rock Surcharge	$732,786.00	1	LS	$732,786.00
Water	$2,087,640.00	17,397	LF	$120.00
Storm Sewer	$3,234,880.00	20,218	LF	$160.00
Sanitary Sewer	$2,223,980.00	20,218	LF	$110.00
Paving (Residential)	$4,349,250.00	17,397	LF	$250.00
Paving (Collector)	$846,300.00	2,821	LF	$300.00
Paving (Mews Alley)	$564,600.00	2,823	LF	$200.00
Paving (Alley)	$56,300.00	563	LF	$100.00
Turn Lanes (City)	$160,000.00	4	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$202,180.00	20,218	LF	$10.00
Subtotal Hard Costs	$15,133,296.00			
On-Site Contingency (10%)	$1,513,329.60			
Total Hard Costs	$16,646,625.60		Lot	$52,679.19
SOFT COSTS				
Preliminary Engineering	$47,400.00	316	Lot	$150.00
Engineering, Construction Staking, Administrative	$758,400.00	316	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,385.00	1	LS	$35,385.00
Soil Testing - Final Geotech	$75,825.00	101	Acre	$750.00
Re-Staking	$15,800.00	316	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$571,916.64	1	LS	$571,916.64
Total Soft Costs	$1,524,726.64		Lot	$4,825.08
RESIDENTIAL PID DIRECT COST	**$18,171,352.24**		**Lot**	**$ 57,504.28**

Phase 5 Sherley Farms: Anna, Texas

Total Number of Lots: 421 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 173** **50's: 139** **60's: 81** **70's: 28**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$230,850.00	23,085	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$231,550.00	421	Lot	$550.00
Excavation	$378,900.00	421	Lot	$4,500.00
Rock Surcharge	$813,556.50	1	LS	$813,556.50
Water	$2,625,120.00	21,876	LF	$120.00
Storm Sewer	$3,693,600.00	23,085	LF	$160.00
Sanitary Sewer	$2,264,350.00	20,585	LF	$110.00
Paving (Residential)	$5,469,000.00	21,876	LF	$250.00
Paving (Collector)	$362,700.00	1,209	LF	$300.00
Paving (Mews Alley)	$1,087,000.00	5,435	LF	$200.00
Paving (Alley)	$57,600.00	576	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$230,850.00	23,085	LF	$10.00
Subtotal Hard Costs	$17,660,076.50			
On-Site Contingency (10%)	$1,766,007.65			
Total Hard Costs	$19,426,084.15		Lot	$46,142.72
SOFT COSTS				
Preliminary Engineering	$63,150.00	421	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,010,400.00	421	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,530.00	1	LS	$40,530.00
Soil Testing - Final Geotech	$86,850.00	116	Acre	$750.00
Re-Staking	$21,050.00	421	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$664,151.06	1	LS	$664,151.06
Total Soft Costs	$1,906,131.06		Lot	$4,527.63
RESIDENTIAL PID DIRECT COST	**$21,332,215.21**		**Lot**	**$ 50,670.34**

Phase 6 Sherley Farms: Anna, Texas

Total Number of Lots: 494 **Based on Lot Count and Centerlines**

100's: 0 **TH: 101** **40's: 143** **50's: 123** **60's: 91** **70's: 36**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$238,060.00	23,806	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$271,700.00	494	Lot	$550.00
Excavation	$444,600.00	494	Lot	$4,500.00
Rock Surcharge	$795,220.50	1	LS	$795,220.50
Water	$2,195,760.00	18,298	LF	$120.00
Storm Sewer	$3,808,960.00	23,806	LF	$160.00
Sanitary Sewer	$2,299,110.00	20,901	LF	$110.00
Paving (Residential)	$4,574,500.00	18,298	LF	$250.00
Paving (Collector)	$1,652,400.00	5,508	LF	$300.00
Paving (Mews Alley)	$817,600.00	4,088	LF	$200.00
Paving (Alley)	$409,700.00	4,097	LF	$100.00
Turn Lanes (City)	$80,000.00	2	EA	$40,000.00
Turn Lanes (TXDOT)	$800,000.00	4	EA	$200,000.00
Signage (Includes CBUs)	$238,060.00	23,806	LF	$10.00
Subtotal Hard Costs	$18,640,670.50			
On-Site Contingency (10%)	$1,864,067.05			
Total Hard Costs	$20,504,737.55		Lot	$41,507.57
SOFT COSTS				
Preliminary Engineering	$74,100.00	494	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,185,600.00	494	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,635.00	1	LS	$40,635.00
Soil Testing - Final Geotech	$87,075.00	116	Acre	$750.00
Re-Staking	$24,700.00	494	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$671,652.42	1	LS	$671,652.42
Total Soft Costs	$2,103,762.42		Lot	$4,258.63
RESIDENTIAL PID DIRECT COST	**$22,608,499.97**		**Lot**	**$ 45,766.19**

Phase 7 Sherley Farms: Anna, Texas

Total Number of Lots: 198 **Based on Lot Count and Centerlines**

100's: 150 **TH: 0** **40's: 0** **50's: 0** **60's: 0** **70's: 48**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$163,040.00	16,304	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$108,900.00	198	Lot	$550.00
Excavation	$178,200.00	198	Lot	$4,500.00
Rock Surcharge	$611,400.00	1	LS	$611,400.00
Water	$1,956,480.00	16,304	LF	$120.00
Storm Sewer	$2,608,640.00	16,304	LF	$160.00
Sanitary Sewer	$1,793,440.00	16,304	LF	$110.00
Paving (Residential)	$4,076,000.00	16,304	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$0.00	0	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$163,040.00	16,304	LF	$10.00
Subtotal Hard Costs	$11,874,140.00			
On-Site Contingency (10%)	$1,187,414.00			
Total Hard Costs	$13,061,554.00		Lot	$65,967.44
SOFT COSTS				
Preliminary Engineering	$29,700.00	198	Lot	$150.00
Engineering, Construction Staking, Administrative	$475,200.00	198	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,945.00	1	LS	$35,945.00
Soil Testing - Final Geotech	$77,025.00	103	Acre	$750.00
Re-Staking	$9,900.00	198	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$448,360.00	1	LS	$448,360.00
Total Soft Costs	$1,096,130.00		Lot	$5,536.01
RESIDENTIAL PID DIRECT COST	**$14,157,684.00**		**Lot**	**$ 71,503.45**

Sherley Farms: Anna, Texas

Box Culvert & Detention Budget Summary

Quantities by Phase Development Item	5'X5' RCB	9'X8' RCB	6'x6' RCB	7'x6' RCB	8'X6' RCB	8'X7' RCB	Excavation	Headwall	Minor Outfall Structures	Emergency Spillway	Asphalt Removal and Replacement	Trench Safety	Storm Sewer Line Testing and TV Insp.	Phase Total	Construction Contingency 10.00%	Design & Staking 12.00%	Inspection Fees 4.00%	Maintenance Bond 2.00%	Total Cost
Phase 1	0	240	0	0	0	0	100000	2	0	1	0	240	240	$889,440	$88,944	$106,733	$35,578	$17,789	$1,138,483
Phase 2	0	0	0	0	400	0	0	6	0	0	0	400	400	$922,400	$92,240	$110,688	$36,896	$18,448	$1,180,672
Phase 3	0	0	0	0	0	0	30000	0	1	0	0	0	0	$140,000	$14,000	$16,800	$5,600	$2,800	$179,200
Phase 4	400	0	0	0	0	0	150000	2	0	0	1500	400	400	$1,152,400	$115,240	$138,288	$46,096	$23,048	$1,475,072
Phase 5	0	0	200	100	0	0	30000	6	1	0	0	300	300	$956,800	$95,680	$114,816	$38,272	$19,136	$1,224,704
Phase 6	200	0	0	0	0	0	25000	4	2	1	0	200	200	$776,200	$77,620	$93,144	$31,048	$15,524	$993,536
Phase 7	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Units	LF	LF	LF	LF	LF	LF	CY	EA	SY	SY	SY	LF	LF						
Unit Cost	$500	$1,200	$700	$750	$800	$850	$3	$100,000	$50,000	$100,000	$200	$1	$5						
Total Quantity	600	240	200	100	400	0	335,000	20	4	2	1,500	1,540	1,540						
TOTAL PROJECT COST	$300,000	$288,000	$140,000	$75,000	$320,000	$0	$1,005,000	$2,000,000	$200,000	$200,000	$300,000	$1,540	$7,700	**$4,837,240**	**$483,724**	**$580,469**	**$193,490**	**$96,745**	**$6,191,667**

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Sherley Farms - Assumptions

1. Estimate assumes that collector paving and drainage, box culvert, and stormwater detention improvements will be classified as direct improvements.

2. Landscape, amenity, and trail costs excluded from this estimate.

3. Estimate assumes that left turn lanes and/or escrows will be required at all entrances to development.

4. Estimate assumes utilites are stubbed to seller retained parcels and multifamily tract.

5. Estimate assumes that CR 424 will have a 36' B-B setion. Assumes that CR 424 extends across the entire property. This is a reduced section as compared with Anna's Master Thoroughfare Plan.

6. Estimate assumes the following street sections:12' E-E alleys, 27' B-B residential and 36' B-B collector.

7. Estimate reflects all eligible PID direct costs.

8. Drainage design accounts for undeveloped offsite flows. It is assumed adjacent properties will be required to detain when they develop.

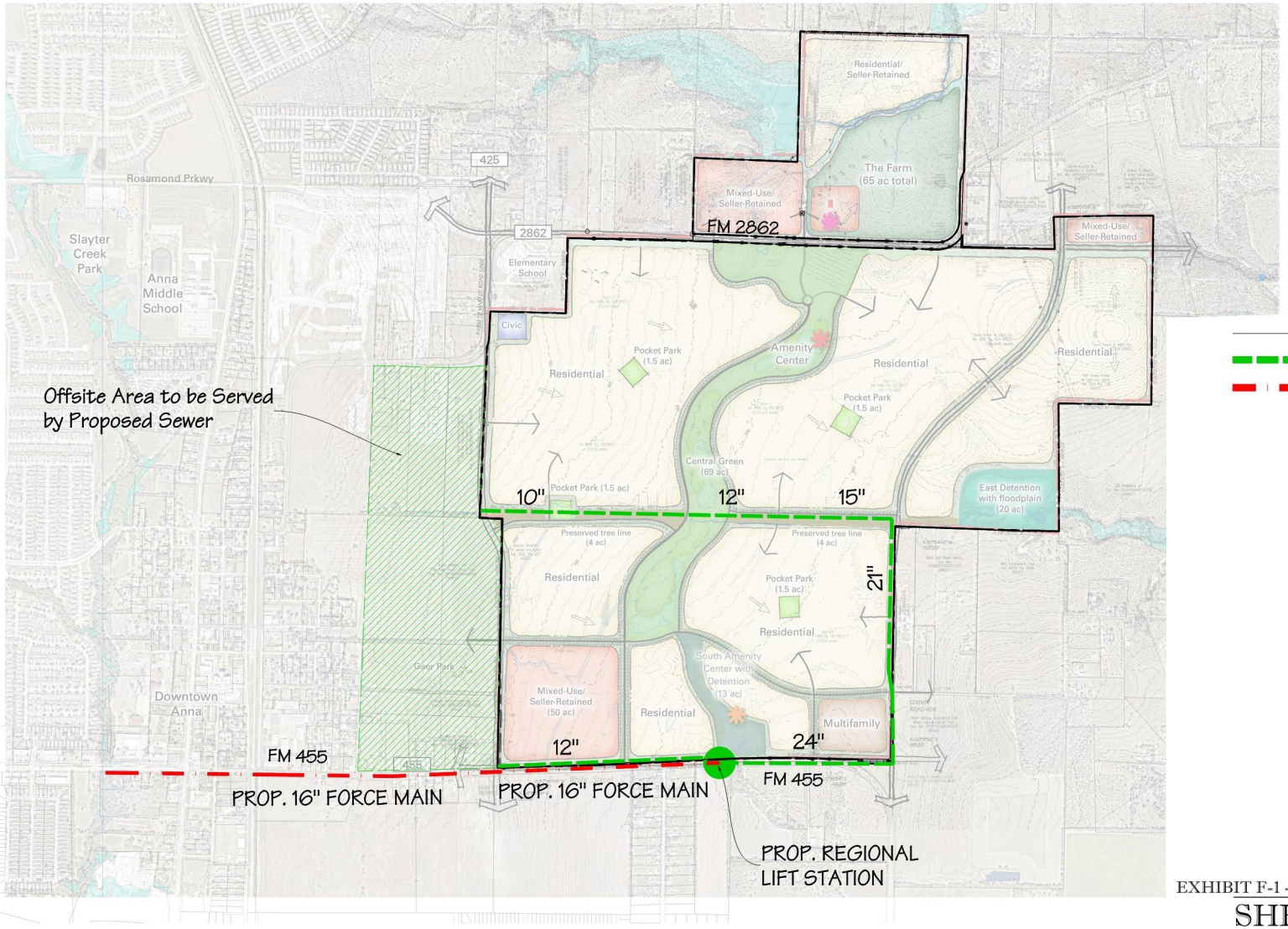
9. Assumes no decelaration lanes will be required.

10. Assumes no right turn lanes will be required.

11. Assumes culverts under FM 455 will require a portion of the existing TxDOT road to be demolished and re-installed.

Exhibit F-1

Major Sewer Improvements



N
W E
S

0 300 600 1200
1 inch = 600 ft.

LEGEND

= PROPOSED DEVELOPER SEWER

= PROPOSED FORCE MAIN

Note:

1. Alignments shown are conceptual and subject to change.
2. Pipe sizes are approximated for reference. Actual pipe sizes to be determined at time of final design.

EXHIBIT F-1 - MAJOR SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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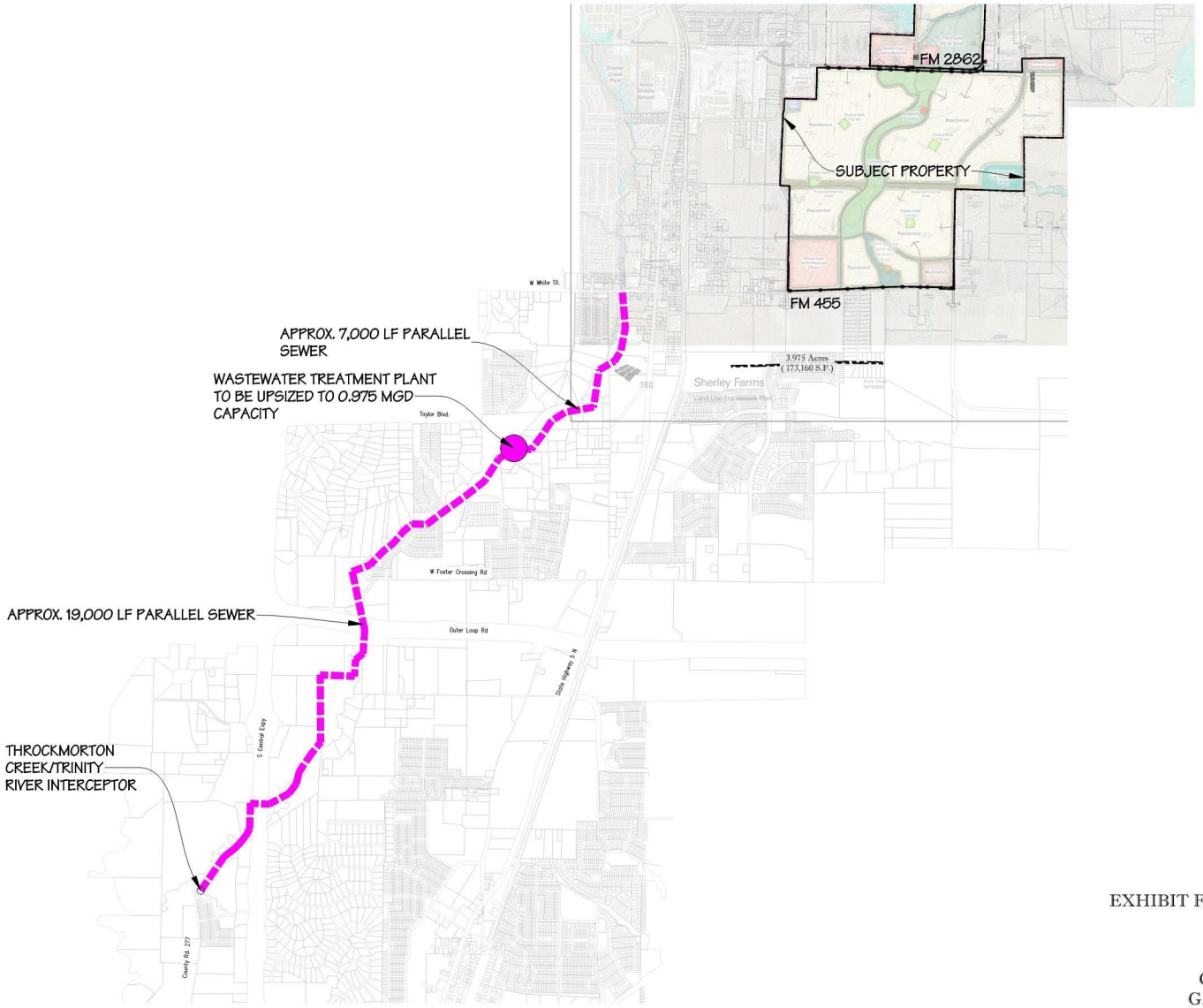
Exhibit F-2

City Constructed Sewer Improvements



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0 300 600 1200
1 inch = 600 ft.

LEGEND

■■■■■ = PROPOSED CITY IMPROVEMENTS

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT F-2 - CITY CONSTRUCTED SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit F-3

Sewer Improvements Schedule

EXHIBIT F-3
SEWER IMPROVEMENTS SCHEDULE

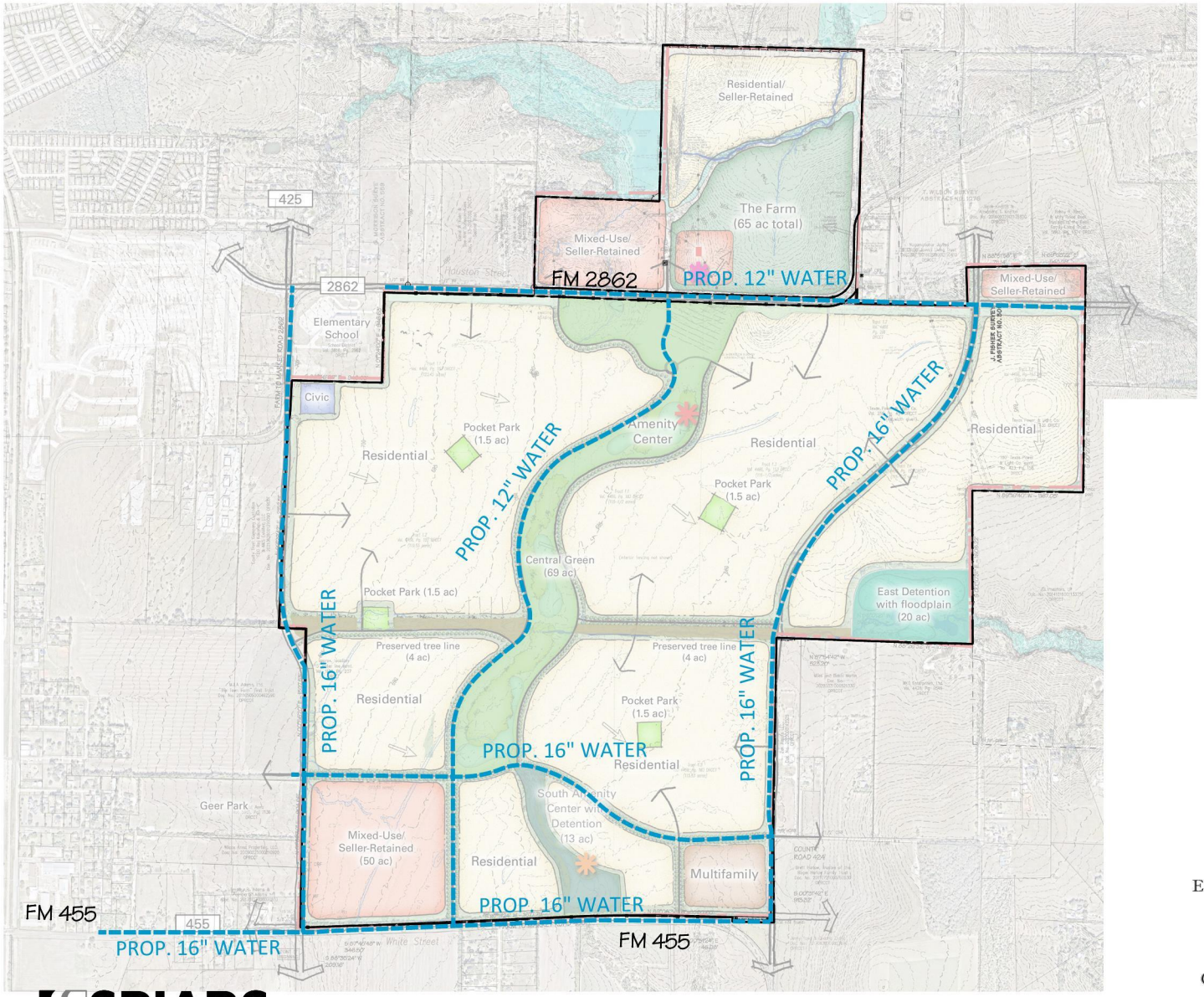
Construction Phase	Segment/Part	Facility Classification	Description	Cost Responsibility *(Design, Construction, Easement Acquisition, and Construction Management)*	Construction Funding	Timing	Equivalent Dwelling Units (EDUs) Construction Completion Timing	Equivalent Dwelling Units (EDUs) Capacity Allocated by City to Developer upon Completion of Phase Improvements
Phase 1	**1**	Lift Station	Onsite 6.7 MGD Peak Flow Lift Station	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval	**Prior to 1 EDU**	**488 (488 Overall)**
	2	Force Main	8,000 LF of 16" force main along FM 455	Developer (City to provide condemnation assistance if needed)	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
	3	Onsite Trunk Sewer	5,400 LF (21"-24") Onsite Trunk Sewer to serve Phase 1 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
Phase 2	**4**	Onsite Trunk Sewer	2,100 LF (12"-15") Onsite Trunk Sewer to Serve Phase 2 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Phase 2 Preliminary Plat Approval	**Prior to 489 EDUs**	**469 (957 Overall)**
Phase 3	**5**	Onsite Trunk Sewer	3,100 LF (30"-36") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	Developer	Developer (Reimbursable per Agreement)	Design & Easement Acquisition - upon approval of this DA	**Prior to 958 EDUs**	**470 (1,427 Overall)**
	6	Offsite Trunk Sewer	7,000 LF (10") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	City	City	Design & Easement Acquisition - upon the effective date of this agreement		
Phase 4	**7**	Offsite Treatment	Relocate Package Plant From Hurricane Creek Treatment Plant to Slayter Creek Treatment Plant or Install another package plant	City	City	Design - Currently Underway	**Prior to 1,428 EDUs**	**928 (2,355 Overall)**
Phase 5	**8**	Renegotiate Anna/Melissa Sewer Discharge Agreement	City of Anna to negotiate with City of Melissa to obtain increased allowable discharges covering Sherley Farms	City	City	Formal Negotiations to Begin upon the effective date of this agreement	**Prior to 2,356 EDUs**	**1,568 (3923 Overall)**
Phase 6	**9**	Offsite Trunk Sewer	19,000 LF of offsite trunk sewer downstream of Slayter Creek WWTP	City	City	Design - 8 months after the effective date of this agreement		

Notes:

1. Timing is based on initial City draft of deal points.
2. Phasing doesn't necessarily correspond to actual project phasing

Exhibit G

Major Water Improvements



N
W E
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0 250 500 1000
1 inch = 500 ft.

LEGEND

■■■■■■■ = PROPOSED DEVELOPER WATER

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT G - MAJOR WATER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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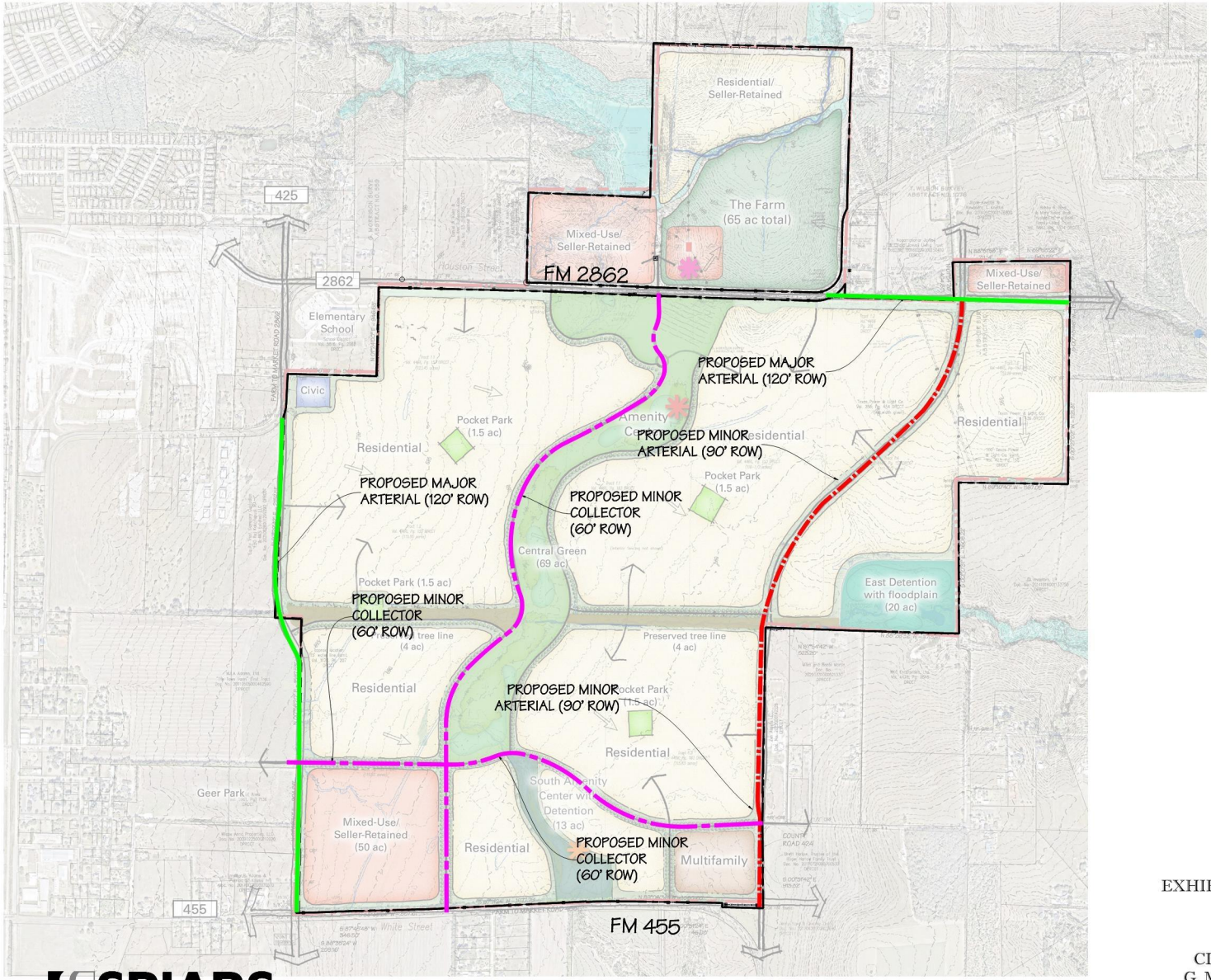
Exhibit H

Major Roadway Improvements



N
W E
S

0 250 500 1000
1 inch = 500 ft.

LEGEND

= PROPOSED MINOR ARTERIAL
= PROPOSED MAJOR ARTERIAL
= PROPOSED MINOR COLLECTOR

Note:

1. Alignments shown are conceptual and subject to change.
2. Developer shall construct 2 Lanes (25' B-B) of shown divided arterials.

EXHIBIT H - MAJOR ROADWAY IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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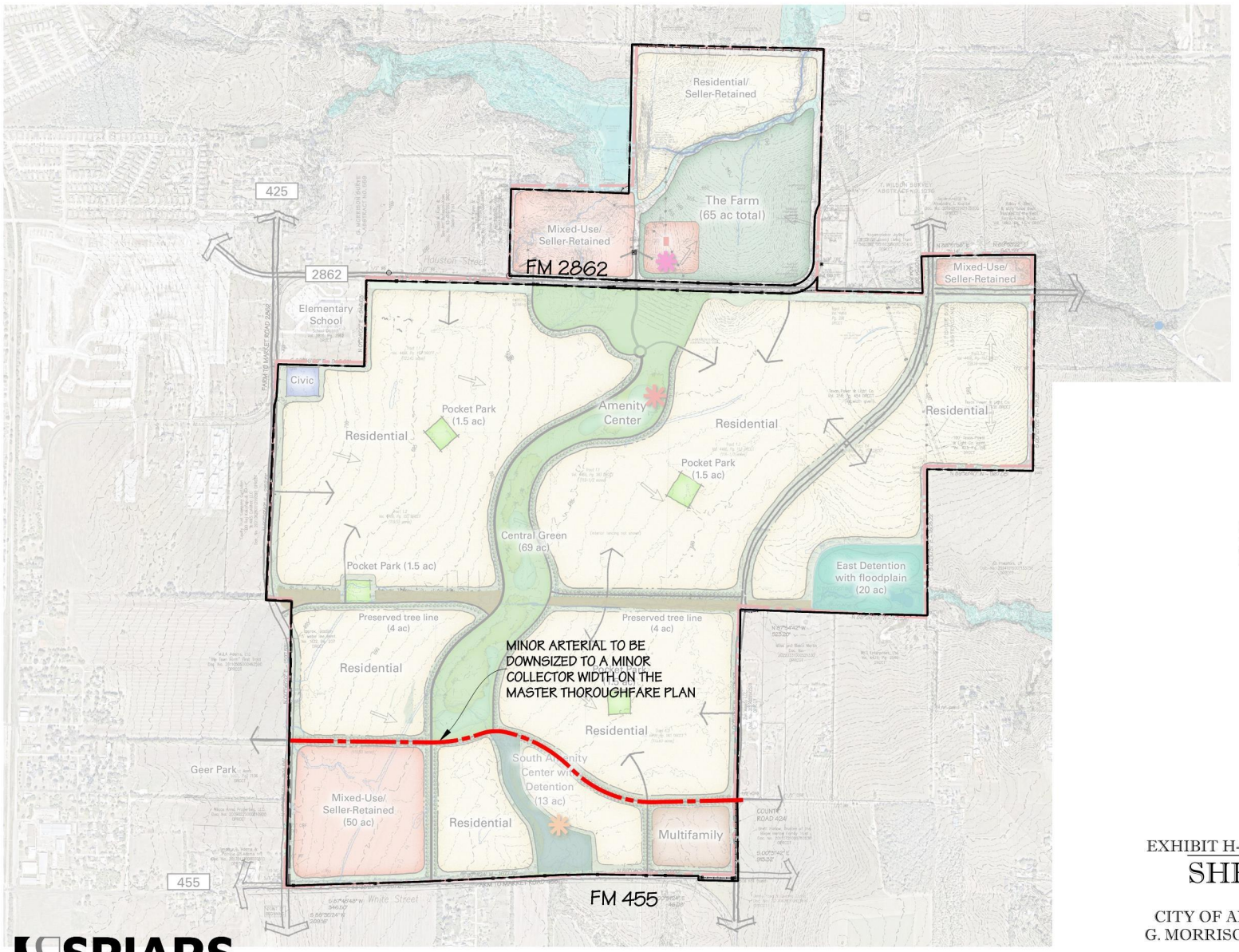
Exhibit H-1

Proposed Thoroughfare Plan Revision



Note:

1. Downsizing of the roadway shown to a minor collector width is subject to results of a traffic impact analysis.

EXHIBIT H-1 - THOROUGHFARE REVISION

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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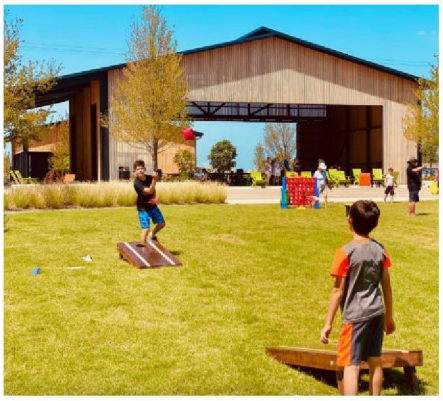
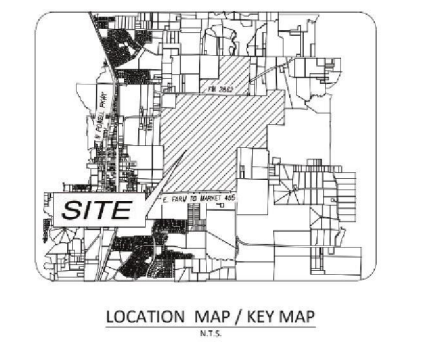
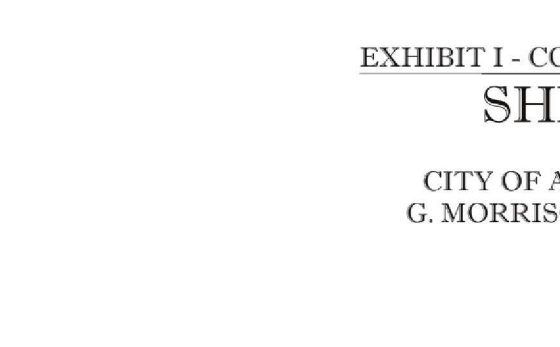
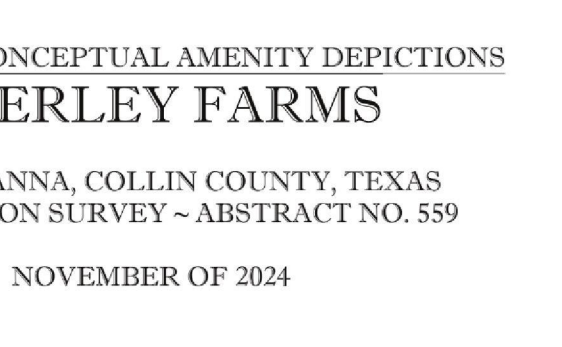
Exhibit I

Conceptual Amenity Depictions



LOCATION MAP / KEY MAP
N.T.S.

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

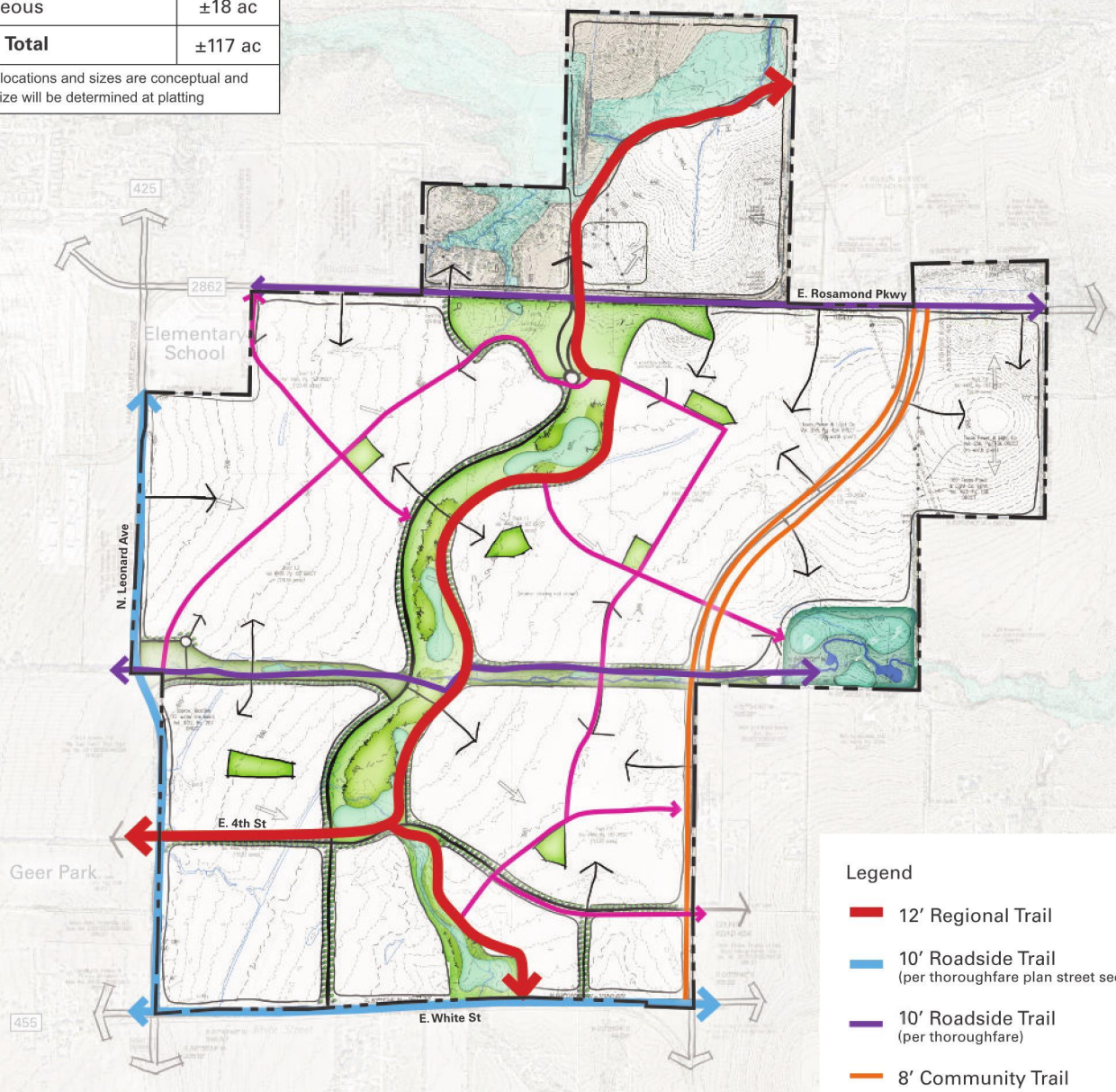
NOVEMBER OF 2024

Exhibit J

Trail and Open Space Improvements

Public Open Space Summary		
	Central Green	±74 ac
	Pocket Parks	±10 ac
	Landscaped Drainage Areas	±15 ac
	Miscellaneous	±18 ac
Total		±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

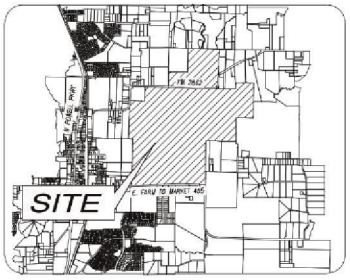


Legend

- 12′ Regional Trail
- 10′ Roadside Trail (per thoroughfare plan street sections)
- 10′ Roadside Trail (per thoroughfare)
- 8′ Community Trail
- 6′ Neighborhood Trail

Note:
Precise regional trail alignment is contingent on site conditions and land ownership

0 800′ 1600′



LOCATION MAP / KEY MAP
N.T.S.

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT J - TRAILS AND OPEN SPACE IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit K

PID Bonds Financial Summary

City of Anna, Texas

For illustration purposes only

Sherley Farms Public Improvement District

PROPOSED DEVELOPMENT PLAN

TOTAL SHERLEY FARMS IMPROVEMENT DISTRICT

Category	No. of Units	*Expected* Finished Lot Unit Value	*Expected* Build Out Unit Value	*Expected* Finished Lots Value	*Expected* Build Out Value
Townhomes (Tellus)	120	$ 62,500	$ 250,000	$ 7,500,000	$ 30,000,000
SF 40' (Tellus)	638	96,000	384,000	61,248,000	244,992,000
SF 50' (Tellus)	740	120,000	480,000	88,800,000	355,200,000
SF 60' (Tellus)	740	144,000	576,000	106,560,000	426,240,000
SF 70' (Tellus)	190	168,000	672,000	31,920,000	127,680,000
SF 1/2 ac. (Tellus)	150	264,000	1,056,000	39,600,000	158,400,000
Townhomes (Sherley Partners)	80	75,000	300,000	6,000,000	24,000,000
Cottage Homes (Sherley Partners)	55	62,500	250,000	3,437,500	13,750,000
SF (Sherley Partners)	7	250,000	1,000,000	1,750,000	7,000,000
MF (Sherley Partners)	400	12,500	200,000	5,000,000	80,000,000
Retail/COMM (Sherley Partners)	260,000	25.36	329.62	6,592,308	85,700,000
				$ 358,407,808	$ 1,552,962,000

Townhomes Unit Weighted Average	*$67,500*	*$270,000*
Single Family Unit Weighted Average	*$133,825*	*$535,299*

Notes:

Information provided by the Developers on 9/25/2024 and 10/1/2024. Subject to change.

City of Anna, Texas
Sherley Farms Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

For illustration purposes only

	SINGLE-FAMILY SUBZONE PID BONDS[1]	COMMERCIAL SUBZONE PID BONDS[2]	TOTAL
SOURCES OF FUNDS			
Estimated Par Amount of Bonds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Total Sources of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
USES OF FUNDS			
Project Fund (Bond Proceeds PID Projects)	$ 193,911,752	$ 7,660,047	$ 201,571,799
Capitalized Interest Fund[3]	-	-	-
Debt Service Reserve Fund[4]	17,896,948	685,653	18,582,601
Financing Costs & Admin Fees[5]	23,534,300	927,300	24,461,600
Total Uses of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Expected Value-to-Lien per Parcel at Bond Issuance	1.47x [6]	1.25x [7]	1.47x
Assumed Bond Interest Rate[8]	6.10%	6.10%	6.10%
Average Annual Installment as Tax Rate Equivalent	$1.3500	$0.4777	
Less: TIRZ Adjustment as Tax Rate Equivalent[9]	($0.2536)	($0.2536)	
Net Average Annual Installment as Tax Rate Equivalent	$1.0964	$0.2241	
Term of Bonds	30 years	30 years	30 years
City TIRZ Participation Rate as % of Tax Rate	50%	50%	50%
Number of Benefited Units	2,720	400 MF Units 260,000 COMM Sq Ft	
PID Assessment per Benefited Unit	$86,523	$11,193 per MF Unit $18.45 per COMM Sq Ft	
Project Funds per Benefited Unit	$71,291	$9,246 per MF Unit $15.24 per COMM Sq Ft	
City PID Fee per SF Unit	($3,400)	$0	
Net Project Funds per Benefited Unit	$67,891	$9,246 per MF Unit $15 per MF Unit	

Notes:
(1) Single-Family Subzone includes all parcels (incl. Townhomes and Cottages) except Multi-Family and Retail/Commercial.
(2) Commercial Subzone only includes Multi-family and Retail/Commercial Parcels. Does not include townhomes and cottages.
(3) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated thorugh bond proceeds.
(4) Assumes to be the max annual debt service payment. Not to exceed the IRS' three-prong test.
(5) For illustration and discussion purposes only; subject to change. Assumes 10% of par amount.
(6) Assumes no appraisal discounts for illustration purposes only; subject to change.
(7) Assumes no appraisal discounts for illustration purposes only; subject to change. Assumed to be a minimum of 1.25:1 ratio.
(8) For illustration purposes only; subject to change at any time.
(9) Including TIRZ admin expense.

City of Anna, Texas For illustration purposes only
Sherley Farms Public Improvement District
PROJECTED TAX STATEMENT - SINGLE-FAMILY SUBZONE

Projected **Tax Statement - Single-Family Subzone**

	2024 Tax Rate	Tax Levy on $270,000 Avg. Townhome	Tax Levy on $535,299 Avg. SF Home	Tax Levy on $250,000 Cottage Home
City of Anna	$ 0.5072	$ 1,369.44	$ 2,715.04	$ 1,268.00
Collin County	0.1493	403.23	799.43	373.36
Collin County Community College District	0.0812	219.29	434.77	203.05
Anna Independent School District	1.2580	3,396.60	6,734.06	3,145.00
Total Tax Rate	**$ 1.9958**	**$ 5,388.56**	**$ 10,683.30**	**$ 4,989.41**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 1.3500	$ 3,644.89	$ 7,226.32	$ 3,374.90
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 3.3457**	**$ 9,033.45**	**$ 17,909.62**	**$ 8,364.31**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [2]	$ (0.2536)	$ (684.72)	$ (1,357.52)	$ (634.00)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 3.0921**	**$ 8,348.73**	**$ 16,552.11**	**$ 7,730.31**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 1.0964*	*$ 2,960.17*	*$ 5,868.81*	*$ 2,740.90*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.
(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

PROJECTED TAX STATEMENT - COMMERCIAL SUBZONE

***Projected* Tax Statement - Commercial Subzone**

	2024 Tax Rate	Tax Levy on $200,000 MF Unit	Tax Levy on Sq. Ft. Retail/COMM
City of Anna	$ 0.5072	$ 1,014.40	$ 1.67
Collin County	0.1493	298.69	0.49
Collin County Community College District	0.0812	162.44	0.27
Anna Independent School District	1.2580	2,516.00	4.15
Total Tax Rate	**$ 1.9958**	**$ 3,991.53**	**$ 6.58**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 0.4777	$ 955.41	$ 1.57
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 2.4735**	**$ 4,946.93**	**$ 8.15**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [2]	$ (0.2536)	$ (507.20)	$ (0.84)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 2.2199**	**$ 4,439.73**	**$ 7.32**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 0.2241*	*$ 448.21*	*$ 0.74*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas
Sherley Farms Public Improvement District
DEBT CAPACITY - 50% CITY TIRZ - SINGLE-FAMILY SUBZONE

For illustration purposes only

Bond Year	Single-Family Subzone Special Assessment Revenue Bonds: Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	TOTAL LEVY	*Total Levy as Tax Rate Equivalent*	Bond Year	GROSS PID LEVY	TIRZ CREDIT	*TIRZ Share as Tax Rate Equivalent*	NET PID LEVY	*Net PID Levy as Tax Rate Equivalent*
1	$ 2,775,000	$ 14,355,923	$ 1,176,715	$ 420,000	**$ 18,727,638**	*$ 1.3500*	1	$ 18,727,638	$ 3,518,096	*$ 0.2536*	$ 15,209,542	*$ 1.0964*
2	2,950,000	14,186,648	1,162,840	428,400	**18,727,888**	*1.3500*	2	18,727,888	3,518,096	*0.2536*	15,209,792	*1.0964*
3	3,136,000	14,006,698	1,148,090	436,968	**18,727,756**	*1.3500*	3	18,727,756	3,518,096	*0.2536*	15,209,660	*1.0964*
4	3,334,000	13,815,402	1,132,410	445,707	**18,727,519**	*1.3500*	4	18,727,519	3,518,096	*0.2536*	15,209,423	*1.0964*
5	3,545,000	13,612,028	1,115,740	454,622	**18,727,390**	*1.3500*	5	18,727,390	3,518,096	*0.2536*	15,209,293	*1.0964*
6	3,770,000	13,395,783	1,098,015	463,714	**18,727,512**	*1.3500*	6	18,727,512	3,518,096	*0.2536*	15,209,416	*1.0964*
7	4,010,000	13,165,813	1,079,165	472,988	**18,727,966**	*1.3500*	7	18,727,966	3,518,096	*0.2536*	15,209,870	*1.0964*
8	4,265,000	12,921,203	1,059,115	482,448	**18,727,766**	*1.3500*	8	18,727,766	3,518,096	*0.2536*	15,209,670	*1.0964*
9	4,537,000	12,661,038	1,037,790	492,097	**18,727,925**	*1.3500*	9	18,727,925	3,518,096	*0.2536*	15,209,829	*1.0964*
10	4,826,000	12,384,281	1,015,105	501,939	**18,727,325**	*1.3499*	10	18,727,325	3,518,096	*0.2536*	15,209,228	*1.0963*
11	5,135,000	12,089,895	990,975	511,978	**18,727,848**	*1.3500*	11	18,727,848	3,518,096	*0.2536*	15,209,751	*1.0964*
12	5,463,000	11,776,660	965,300	522,217	**18,727,177**	*1.3499*	12	18,727,177	3,518,096	*0.2536*	15,209,081	*1.0963*
13	5,813,000	11,443,417	937,985	532,662	**18,727,064**	*1.3499*	13	18,727,064	3,518,096	*0.2536*	15,208,967	*1.0963*
14	6,186,000	11,088,824	908,920	543,315	**18,727,059**	*1.3499*	14	18,727,059	3,518,096	*0.2536*	15,208,962	*1.0963*
15	6,584,000	10,711,478	877,990	554,181	**18,727,649**	*1.3500*	15	18,727,649	3,518,096	*0.2536*	15,209,553	*1.0964*
16	7,007,000	10,309,854	845,070	565,265	**18,727,189**	*1.3499*	16	18,727,189	3,518,096	*0.2536*	15,209,092	*1.0963*
17	7,458,000	9,882,427	810,035	576,570	**18,727,032**	*1.3499*	17	18,727,032	3,518,096	*0.2536*	15,208,936	*1.0963*
18	7,939,000	9,427,489	772,745	588,101	**18,727,335**	*1.3499*	18	18,727,335	3,518,096	*0.2536*	15,209,239	*1.0963*
19	8,451,000	8,943,210	733,050	599,863	**18,727,123**	*1.3499*	19	18,727,123	3,518,096	*0.2536*	15,209,027	*1.0963*
20	8,997,000	8,427,699	690,795	611,861	**18,727,355**	*1.3500*	20	18,727,355	3,518,096	*0.2536*	15,209,258	*1.0964*
21	9,579,000	7,878,882	645,810	624,098	**18,727,790**	*1.3500*	21	18,727,790	3,518,096	*0.2536*	15,209,693	*1.0964*
22	10,198,000	7,294,563	597,915	636,580	**18,727,058**	*1.3499*	22	18,727,058	3,518,096	*0.2536*	15,208,961	*1.0963*
23	10,859,000	6,672,485	546,925	649,311	**18,727,721**	*1.3500*	23	18,727,721	3,518,096	*0.2536*	15,209,625	*1.0964*
24	11,563,000	6,010,086	492,630	662,298	**18,728,014**	*1.3500*	24	18,728,014	3,518,096	*0.2536*	15,209,917	*1.0964*
25	12,312,000	5,304,743	434,815	675,544	**18,727,102**	*1.3499*	25	18,727,102	3,518,096	*0.2536*	15,209,005	*1.0963*
26	13,111,000	4,553,711	373,255	689,055	**18,727,021**	*1.3499*	26	18,727,021	3,518,096	*0.2536*	15,208,924	*1.0963*
27	13,963,000	3,753,940	307,700	702,836	**18,727,476**	*1.3500*	27	18,727,476	3,518,096	*0.2536*	15,209,379	*1.0964*
28	14,871,000	2,902,197	237,885	716,892	**18,727,974**	*1.3500*	28	18,727,974	3,518,096	*0.2536*	15,209,878	*1.0964*
29	15,838,000	1,995,066	163,530	731,230	**18,727,826**	*1.3500*	29	18,727,826	3,518,096	*0.2536*	15,209,730	*1.0964*
30	16,868,000	1,028,948	84,340	745,855	**18,727,143**	*1.3499*	30	18,727,143	3,518,096	*0.2536*	15,209,046	*1.0963*
	$ 235,343,000	$ 286,000,391	$ 23,442,655	$ 17,038,593	**$ 561,824,639**			$ 561,824,639	$ 105,542,893		$ 456,281,746	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.
(2) Calculated at 0.5% of outstanding bonds.
(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for seven PID improvement areas.

City of Anna, Texas

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - COMMERCIAL SUBZONE

For illustration purposes only

Bond Year	Commercial Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	*Total Levy as Tax Rate Equivalent*	Bond Year	GROSS PID LEVY	TIRZ CREDIT	*TIRZ Share as Tax Rate Equivalent*	NET PID LEVY	*Net PID Levy as Tax Rate Equivalent*
1	$ 120,000	$ 565,653	$ 46,365	$ 60,000	**$ 792,018**	*$ 0.4780*	1	$ 792,018	$ 420,215	*$ 0.2536*	$ 371,803	*$ 0.2244*
2	126,000	558,333	45,765	61,200	**791,298**	*0.4775*	2	791,298	420,215	*0.2536*	371,083	*0.2239*
3	133,000	550,647	45,135	62,424	**791,206**	*0.4775*	3	791,206	420,215	*0.2536*	370,991	*0.2239*
4	141,000	542,534	44,470	63,672	**791,676**	*0.4778*	4	791,676	420,215	*0.2536*	371,461	*0.2242*
5	149,000	533,933	43,765	64,946	**791,644**	*0.4778*	5	791,644	420,215	*0.2536*	371,429	*0.2242*
6	157,000	524,844	43,020	66,245	**791,109**	*0.4774*	6	791,109	420,215	*0.2536*	370,894	*0.2238*
7	167,000	515,267	42,235	67,570	**792,072**	*0.4780*	7	792,072	420,215	*0.2536*	371,857	*0.2244*
8	176,000	505,080	41,400	68,921	**791,401**	*0.4776*	8	791,401	420,215	*0.2536*	371,186	*0.2240*
9	186,000	494,344	40,520	70,300	**791,164**	*0.4775*	9	791,164	420,215	*0.2536*	370,948	*0.2239*
10	197,000	482,998	39,590	71,706	**791,294**	*0.4775*	10	791,294	420,215	*0.2536*	371,078	*0.2239*
11	209,000	470,981	38,605	73,140	**791,726**	*0.4778*	11	791,726	420,215	*0.2536*	371,510	*0.2242*
12	221,000	458,232	37,560	74,602	**791,394**	*0.4776*	12	791,394	420,215	*0.2536*	371,179	*0.2240*
13	234,000	444,751	36,455	76,095	**791,301**	*0.4776*	13	791,301	420,215	*0.2536*	371,085	*0.2240*
14	248,000	430,477	35,285	77,616	**791,378**	*0.4776*	14	791,378	420,215	*0.2536*	371,163	*0.2240*
15	263,000	415,349	34,045	79,169	**791,563**	*0.4777*	15	791,563	420,215	*0.2536*	371,348	*0.2241*
16	279,000	399,306	32,730	80,752	**791,788**	*0.4778*	16	791,788	420,215	*0.2536*	371,573	*0.2242*
17	296,000	382,287	31,335	82,367	**791,989**	*0.4780*	17	791,989	420,215	*0.2536*	371,774	*0.2244*
18	313,000	364,231	29,855	84,014	**791,100**	*0.4774*	18	791,100	420,215	*0.2536*	370,885	*0.2238*
19	332,000	345,138	28,290	85,695	**791,123**	*0.4774*	19	791,123	420,215	*0.2536*	370,908	*0.2238*
20	353,000	324,886	26,630	87,409	**791,925**	*0.4779*	20	791,925	420,215	*0.2536*	371,709	*0.2243*
21	374,000	303,353	24,865	89,157	**791,375**	*0.4776*	21	791,375	420,215	*0.2536*	371,160	*0.2240*
22	397,000	280,539	22,995	90,940	**791,474**	*0.4777*	22	791,474	420,215	*0.2536*	371,259	*0.2241*
23	422,000	256,322	21,010	92,759	**792,091**	*0.4780*	23	792,091	420,215	*0.2536*	371,876	*0.2244*
24	447,000	230,580	18,900	94,614	**791,094**	*0.4774*	24	791,094	420,215	*0.2536*	370,879	*0.2238*
25	475,000	203,313	16,665	96,506	**791,484**	*0.4777*	25	791,484	420,215	*0.2536*	371,269	*0.2241*
26	505,000	174,338	14,290	98,436	**792,064**	*0.4780*	26	792,064	420,215	*0.2536*	371,849	*0.2244*
27	536,000	143,533	11,765	100,405	**791,703**	*0.4778*	27	791,703	420,215	*0.2536*	371,488	*0.2242*
28	569,000	110,837	9,085	102,413	**791,335**	*0.4776*	28	791,335	420,215	*0.2536*	371,120	*0.2240*
29	605,000	76,128	6,240	104,461	**791,829**	*0.4779*	29	791,829	420,215	*0.2536*	371,614	*0.2243*
30	643,000	39,223	3,215	106,551	**791,989**	*0.4780*	30	791,989	420,215	*0.2536*	371,773	*0.2244*
	$ 9,273,000	$ 11,127,437	$ 912,085	$ 2,434,085	**$ 23,746,607**			$ 23,746,607	$ 12,606,456		$ 11,140,151	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for one PID improvement area.

City of Anna, Texas

For illustration purposes only

Sherley Farms Public Improvement District

PROJECT IMPACT ON THE CITY (AD VALOREM PROPERTY TAXES) - 50% TIRZ Scenario

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*At 2024 Rate* Gross City Taxes Generated per Unit	*50%* City Taxes Deposited in TIRZ Fund per Unit	Net City Taxes Generated per Unit	*At 2024 Rate* Gross City Taxes Generated at Build Out	*50%* City Taxes Deposited in TIRZ Fund at Build Out	Net City Taxes Generated at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$2,587	($1,293)	$1,293	$7,036,193	($3,518,096)	$3,518,096
Proposed Multi Family	400	$200,000	$80,000,000	$1,014	($507)	$507	$405,760	($202,880)	$202,880
Proposed Retail & Commercial	260,000	$329.62	$85,700,000	$1.67	($0.84)	$0.84	$434,670	($217,335)	$217,335
Total			$1,552,962,000				$7,876,623	($3,938,312)	$3,938,312

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*Proposed Non TIRZ* Average PID Assessment Annual Installment per Unit	City Taxes used for PID Bonds Debt Service per Unit	Total Funds for Debt Service and PID/TIRZ Admin per Unit	*Proposed Non TIRZ* Average PID Assessment Annual Installment at Build Out	City Taxes used for PID Bonds Debt Service at Build Out	Total Funds for Debt Service and PID Admin at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$5,592	$1,293	$6,885	$15,209,392	$3,518,096	$18,727,488
Proposed Multi Family	400	$200,000	$80,000,000	$448	$507	$955	$179,282	$202,880	$382,162
Proposed Retail & Commercial	260,000	$330	$85,700,000	$0.74	$0.84	$1.57	$192,056	$217,335	$409,391
Total			$1,552,962,000				$15,580,730	$3,938,312	$19,519,042

SHERLEY FARMS DEVELOPMENT AGREEMENT

This Sherley Farms Development Agreement (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the "City"), TELLUS TEXAS III, LLC, a Texas limited liability company and its successors and assigns ("Tellus"), and SHERLEY PARTNERS, LTD., a Texas limited partnership and its successors and assigns ("Owner" and together with Tellus, the "Developers") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1
RECITALS

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

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, Owner owns, and Tellus is under contract to purchase a portion of, the approximately 1,123 acres of real property, described by metes and bounds in **Exhibit A** (the "Property"); and

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

WHEREAS, it is intended that the Property, which is depicted in **Exhibit B**, be developed to contain single-family homes of various sizes, townhomes, multi-family, commercial and other mixed-use development constructed over multiple phases and is to be known and referred to as "Sherley Farms" (the "Project"), as generally depicted on the Illustrative Layout (as defined herein), which is attached hereto as **Exhibit C**, which may be revised as set forth in this Agreement, and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Illustrative Layout is intended to comply with the vision of the 2050 Comprehensive Plan; and

WHEREAS, the Owner and Tellus (to the extent Tellus has taken ownership of any portion of the Property) intend to file a voluntary petition for annexation of the Property; and

WHEREAS, the Parties intend for the City to provide water and sewer service to the Property; and

WHEREAS, the Developers desire and intend to design, construct and install and/or make financial contributions to certain Authorized Improvements to serve the Project; and

WHEREAS, in consideration of the Developers' agreements contained herein, the City shall use reasonable efforts to exercise its powers under Texas Local Government Code, Chapter 372 (the "PID Act") to create a PID (as defined herein) encompassing the Property to provide financing arrangements that will enable Developers to do the following in accordance with the

procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the PID Projects using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the PID Projects, the source of which reimbursement will be installment payments from Assessments within the PID, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, in consideration of the Developers' agreements contained herein, as allowed by law, the City agrees to exercise its powers under the TIRZ Act to create the TIRZ and to dedicate fifty percent (50%) of the City's ad valorem tax increment, less collection and administrative costs, attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of up to forty (40) years: (a) for property located in a Single-Family Subzone (as defined herein) to offset or pay a portion of any Assessment levied on assessed parcels within the PID for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIRZ Act and (b) for property located in a Commercial Subzone, to the extent such property is not subject to Assessments or all ad valorem tax increment generated on a particular parcel in the Commercial Subzone is not needed to offset Assessments, to fund a Chapter 380 Grant as described herein; and

WHEREAS, after creation of the PID and the TIRZ, all of the City's administrative costs associated with the PID will be funded by the levy of Assessments on the Property in accordance with the PID Act, and all of the City's administrative costs associated with the TIRZ will be funded from the TIRZ Revenue in accordance with the TIRZ Act; and

WHEREAS, the City desires to provide certain economic incentives related to the commercial development on the portions of the Property designated for commercial development;

WHEREAS, the Parties desire and intend for the design, funding, construction, and installation of the Public Infrastructure to occur in a phased manner over the Term of this Agreement and that Developers will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the PID Projects and approved by the City Engineer or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds for each respective Phase of the Project); and (iii) issue, in multiple series, estimated to be $300,000,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the PID Projects and paying associated costs as described herein; and

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

WHEREAS, the Developers understand and acknowledge that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, the Developers understand and acknowledge that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit development of the Property; and

WHEREAS, following annexation of the Property, the City intends to consider zoning any portion of the Property in the corporate limits as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement; and

WHEREAS, the City recognizes the positive impact the Public Infrastructure will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state; and

WHEREAS, as the Property is in the City's ETJ on the Effective Date of this Agreement, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code and that all prerequisites for entering into such agreement have been completed in full and that the City has provided the Developers with the written disclosures required when offering this Agreement under Section 212.171(b-1), said section being incorporated herein as if set forth in full;

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

SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and applicable provisions of the Anna 2050 Parks Master Plan adopted by the City Council on April 27, 2021 under Ordinance No. 903-2021 and as amended as of the Effective Date.

Administrative Expenses means reasonable expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ.

Administrator means an employee, consultant, or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Assessment(s) means the special assessments levied on the Property pursuant to the PID Act on a Phase-by-Phase basis, under one or more Assessment Ordinances adopted on a Phase-by-Phase basis to reimburse the Developers on a Phase-by-Phase basis for a portion of the PID Projects benefitting the applicable Phase(s) as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds.

Assessment Ordinance means an ordinance approved by the City Council under the PID Act levying one or more Assessment(s).

Authorized Improvements means the PID Projects and all on- and off-site public water, sewer, drainage, and roadway facilities, rights-of-way, along with other public improvements, such as parks, trails, landscaping and screening, that benefit the Property, are to be constructed by Developers, are identified on **Exhibit E**, and for which the Parties intend Developers will be fully or partially reimbursed pursuant to the terms of this Agreement.

Bond Ordinance means each ordinance adopted by the City Council that authorizes and approves the issuance and sale of any PID Bonds for the applicable Phase(s) of the Project.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth by Phase in **Exhibit E**.

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

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan or "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.

Chapter 245 means Chapter 245, Texas Local Government Code, as amended.

Chapter 380 Agreement means an agreement, other than the Impact Fee 380 Agreement, in which the City agrees to provide a Chapter 380 Grant pursuant to Chapter 380, Texas Local Government Code, as amended.

Chapter 380 Grant means any grant provided by the City pursuant to a Chapter 380 Agreement as described in this Agreement.

Chapter 395 means Chapter 395, Texas Local Government Code, as amended.

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

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date;

provided, however, that as it relates to Public Infrastructure for any given Phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that Phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

City Engineer means the person or entity acting as the City Engineer.

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

City PID Fee means the per single-family-residential-lot fee to be paid to the City in accordance with the established City PID Policy as of the Effective Date and in accordance with Section 5.21 hereof.

City PID Policy means the City of Anna Public Improvement District Policy approved by the City Council on June 23, 2020 via Resolution No. 2020-06-747.

City Regulations mean City Code provisions, ordinances, design standards (including but not limited to the City design standards and the Development Standards), uniform codes, policies, requirements, limitations, restrictions, and other regulations (including but not limited to all fees and land dedications applicable to the Project) duly adopted by the City and in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Regulations and the PD, the PD shall control. The term does not include Park Fees, which shall be waived on the Property in accordance with this Agreement.

Concept Plan means the intended conceptual plan for each Phase of the Project as may be approved by the City in accordance with Section 5.7 in which case it shall fully supersede and replace the Illustrative Layout.

Cost Underruns means actual PID Projects Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means, when used in the singular, the entity developing and constructing Authorized Improvements on a particular Phase or portion of the Property, such entity being Tellus or the Owner as the context requires.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement

of either of the Developers executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means each construction fund account created under an Indenture, if any, funded by either of the Developers, and used to pay for portions of the acquisition, design, and construction of the PID Projects for a particular Phase of the Project attributable to a Developer, the need for which account shall be determined on a Phase-by-Phase basis.

Development Standards mean the design specifications and construction standards identified in Section 5.13 of this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement and the City's legal counsel has signed this Agreement, approving same as to form; provided that, notwithstanding anything contained herein, no obligation of Tellus to construct Authorized Improvements on any portion of the Property that solely benefit such portion of the Property or obtain any easements or rights-of-way therefor shall take effect until Tellus has taken ownership of such portion of the Property.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA or POA.

Equivalent Dwelling Unit (EDU) means the water and/or sewer capacity equal to one single family residential unit.

ETJ shall have the meaning given to it in the Recitals.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County, Texas.

HOA means one or more homeowners associations formed with respect to and single-family residential portion of the Project, which shall privately function as a homeowners association for the Project.

Home Buyer Disclosure Program means the disclosure provisions relating to property located in public improvement districts set forth in Chapter 5 of the Texas Property Code, which establish a mechanism to disclose to each buyer the terms and conditions under which their lot is burdened by Assessments.

Illustrative Layout means the intended plan for the development of the Project as depicted on **Exhibit C**.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Improvement Account of the Project Fund means the construction fund account created

under a particular Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed with respect to the particular Phase for which such PID Bonds are issued.

Independent Appraisal means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Phase for which Assessments have been levied as established by publicly available data from the Collin Central Appraisal District, (ii) the Collin Central Appraisal District Chief Appraiser's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction, (iii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the particular Phase for which said Assessments have been or will be levied, as applicable, or (iv) a certificate delivered to the City by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the particular Phase, as applicable, for which such Assessments have been levied based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in such Phase for which the Assessments have been levied or (y) the sales price in the actual lot purchase contracts in the particular Phase for which such Assessments have been or will be levied, as applicable.

Institutional Investor shall mean an entity or individual that intends or desires to purchase more than five (5) detached single-family lots within the Project to construct or cause to be constructed homes owned by such entity or individual thereon to be owned for rental or leasing purposes.

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

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code and shall include any "park development fees" as described in City Code.

Phase means any distinct phase of development on the Property which is to be developed concurrently as finished lots.

Phase 1 means the initial phase of development on the Property which is to be developed concurrently as finished lots.

Phase 2 means the first subsequent phase of development on the Property which is to be developed concurrently as finished lots after Phase 1.

PID means one or more public improvement districts encompassing all or a portion of the Property, for which the City agrees to exert reasonable efforts to create for the benefit of certain portions of the Project pursuant to the PID Act and this Agreement.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bond(s) means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the PID Projects.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, but not limited to, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

PID Financial Summary means the document attached to this Agreement as **Exhibit K**, which summarizes financial data related to the PID.

PID Projects means all water, wastewater/sewer, drainage, roadway, park, trail, landscape, irrigation, hardscape, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project and which shall be owned by the City or dedicated to the City by easement and maintained by the City (unless the City requires another entity to maintain projects such as trails, parks or landscaping as provided in Section 5.6 herein), including those identified in the PID Documents and outlined in **Exhibit E**.

PID Projects Cost means the actual cost of design, engineering, construction, acquisition, and/or inspection of the PID Projects, along with Administrative Expenses associated with the PID.

PID Resolution means the resolution adopted by the Council creating the PID as recorded in the real property records of Collin County, Texas.

POA means one or more property owners associations that may be formed with respect to the commercial and multifamily portions of the Project.

Project and Finance Plan means a final TIRZ Project and Finance Plan approved and adopted by the City in accordance with this Agreement as such plan may be amended from time to time.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed by Developers and dedicated to the City under this Agreement. The term includes the PID Projects.

Real Property Records means the official land recordings of the Collin County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Reimbursement Agreement means an agreement by and between the City and the applicable Developer by which the Parties establish the terms by which the applicable Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments for the respective Phase.

School Site means a tract of land of up to ten (10) acres (or such size as agreed to by Tellus and Anna ISD at the time of dedication) that Tellus shall convey or dedicate to the Anna ISD (as defined herein) for use as a school.

Service and Assessment Plan ("SAP") means the service and assessment plan for the PID, to be adopted and updated at least annually by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Project located within the boundaries of the PID having terms, provisions, and findings approved by the City, as required by the PID Act and this Agreement.

TIRZ means a tax increment reinvestment zone encompassing any portion of the Property to be created by the City pursuant to the TIRZ Act.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means collectively the TIRZ Project and Finance Plan, the TIRZ ordinance, and the TIRZ participation agreement(s) with other taxing entities, if applicable.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Revenue means the tax increment received by the City from the City property taxes levied against the Property and to be deposited into the TIRZ Fund(s) in accordance with the TIRZ Act.

SECTION 3
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation of the PID; Levy of Assessments. The City shall use reasonable efforts to initiate and approve all necessary documents, resolutions and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID encompassing the Property, and to levy the Assessments. For each Phase of development, the City will prepare and approve a preliminary Service and Assessment Plan (or amended Service and Assessment Plan) providing for the levy of the Assessments such Phase of the PID. Promptly following preparation and approval of a preliminary SAP acceptable to the applicable Developer for the portion of the Property being assessed and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance for the applicable Phase within the PID. Developers shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Prior to the levy of the Assessment applicable to a particular Phase of the Project, the applicable Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by the applicable Developer and (b) cause covenants running with the land to be recorded against the portion of the Property within the applicable Phase that will bind any and all current and

successor developers and owners of all or any part of such Phase of the Project to pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby. Assessments may not be levied on any land owned by a Developer without the express prior written consent of that Developer required by this section. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable Phase, except for the final SAP which will be recorded by the City upon its approval in accordance with the PID Act. The Developers hereby acknowledge and accept the Home Buyer Disclosure Program.

SECTION 4
AUTHORIZED IMPROVEMENTS, PID PROJECTS, AND PUBLIC INFRASTRUCTURE

4.1 PID Projects. Prior to the issuance of PID Bonds, the PID Projects and PID Projects Costs are subject to change as may be agreed upon by the Developers and the City and, if changed, shall be updated by Developers and the City consistent with the Service and Assessment Plan and the PID Act. All approved final plats within the Property shall include those PID Projects located therein and the respective PID Projects Costs shall be finalized before the applicable final plat is approved by the City Council. Without limiting the foregoing, and on a Phase-by-Phase basis, as applicable, PID Projects Costs, the timetable for installation of the PID Projects, and all other pertinent information and data will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City Council consistent with the requirements of Section 372.013(b) of the PID Act.

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Infrastructure.

(a) Construction Standards and Inspection. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure. The Developers agree to cause all Public Infrastructure to be constructed in a good and workmanlike manner. Upon request, the City shall provide "tax-exempt" letters to Developers for use by all contractors, subcontractors, and suppliers installing Public Infrastructure within the Property.

(b) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. The Parties acknowledge that, as of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, the applicable Developer's engineer shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work.

(c) Ownership. All of the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Subject to Section 5.20, the Developers agree to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements and Public Infrastructure to the City and the public.

(d) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements (except to the extent the City requires another entity to maintain improvements in accordance with Section 5.6).

(e) Applicability. Subsections (a)-(b), above, shall not apply to Public Infrastructure that the City is obligated to fund and construct under this Agreement, if any.

4.3 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, each Developer shall provide all Public Infrastructure necessary to serve the portion of the Project owned and being developed by such Developer, including without limitation streets, utilities, drainage, sidewalks, parks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City Engineer or his/her designee. The applicable Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. The applicable Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of final platting as required by City Regulations. Such plans shall be approved by the City Engineer or his/her designee prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed which includes such Public Infrastructure.

4.4 Maintenance Bonds. The applicable Developer shall execute or cause to be executed a valid maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure constructed by such Developer, arising from defective workmanship or materials used therein, for a full period of not more than two (2) years from the date of final acceptance of the Public Infrastructure constructed under any such contract(s).

4.5 Inspections, Acceptance of Public Infrastructure, and Developers' Remedy. The City shall inspect, as required by City Regulations, the construction of all Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release Developers from their responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure with respect to their owned portions of the Property in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. The Developers'

sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

4.6 Insurance. The applicable Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure with respect to the applicable Developer's owned property is under construction (and until the full and final completion of such Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by the applicable Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall 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. Upon the execution of Public Infrastructure construction contracts, the applicable Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies. Each such policy shall provide that, at least thirty (30) days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

SECTION 5
ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Tellus Obligations. Tellus is responsible for the design, installation, and construction of the wastewater/sanitary sewer improvements necessary to serve the Property as generally depicted on **Exhibit F-1** (the "Major Sewer Improvements"), provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof. The design of all Major Sewer Improvements shall be approved by the City in advance of the construction of same and shall be constructed in accordance with the Exhibit F-3 (the "Sewer Improvements Schedule"). Subject to the City's obligations under Section 5.20 and Section 5.1(c), Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for Major Sewer Improvements, the size and extent of each such easement or other property interest to be approved by the City. The maximum width of the required easement shall not exceed 2.5 times the depth of the sewer line for linear improvements. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. The City will reimburse Tellus for the costs of the Major Sewer Improvements, and costs of obtaining any necessary offsite easements for the Major Sewer Improvements, through the Eligible Infrastructure Grant as set forth in Section 7.3.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site wastewater/sanitary sewer improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase; provided that the

applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) City Constructed Sewer Infrastructure. The City will construct the sewer improvements shown on **Exhibit F-2** (the "City Constructed Sewer Infrastructure"). Design work, construction start, and construction completion of the City Constructed Sewer Infrastructure shall be in accordance with the timing shown on **Exhibit F-3** (the "Sewer Improvements Schedule"). The City may make adjustments to the scope of the City Constructed Sewer Infrastructure shown in **Exhibit F-2** and provide an updated timeline for construction of such revised City Constructed Infrastructure (the "Revised City Constructed Sewer Infrastructure"), subject to the review and approval by the City Engineer, if the City delivers to Developers (i) engineering studies reviewed and approved by the City Engineer showing that such Revised City Constructed Sewer Infrastructure (a) does not negatively impact the ability of the Project to flow its sewer downstream and (b) provides for access to sewer services consistent with the schedule set forth **Exhibit F-3** on the Effective Date, and (ii) an updated schedule for construction of such Revised City Constructed Sewer Infrastructure reflecting access to an equivalent number of ESFCs for each Phase of development shown in a manner consistent with the timing shown on **Exhibit F-3** on the Effective Date. After delivery of the foregoing, any such changes shall constitute an amendment to **Exhibit F-2** and **Exhibit F-3** upon the delivery of a written instrument signed by the City Manager approving same to the other Parties hereto, and thereafter references to "City Constructed Sewer Infrastructure" herein shall be deemed to refer to such Revised City Constructed Sewer Infrastructure.

Any adjustments solely to the timing of available capacity provided by the City Constructed Sewer Infrastructure shown in **Exhibit F-3** is subject to review and approval by Tellus and the City Engineer. The City and Tellus may amend **Exhibit F-3** by delivery of a written instrument signed by Tellus and the City Manager approving same to all parties hereto.

If the City does not complete the City Constructed Sewer Infrastructure in time or in a manner sufficient to serve a particular Phase of the Development as provided in the Sewer Improvements Schedule for any Phase of the Development (to the extent modified in accordance with the preceding paragraphs):

(i) the City agrees to provide, at its sole cost, pump and haul service for sewage until such time as the City Constructed Sewer Infrastructure is complete to serve that particular Phase of development, and shall approve plats and allow the issuance of building permits in the Development in accordance with Section 5.12 below. In the event that existing permanent infrastructure is insufficient to provide sewer services to any Phase of the Development and the City has to utilize pump and haul to accommodate sewer flows in such Phase of the Development, then the City, at City's cost, will construct the necessary sewer lines and lift station to facilitate a pump and haul operation from the location designated in Exhibit F-1 labeled "Prop. Regional Lift Station." Pump and haul services in any applicable Phase shall continue at City's cost until such time as the permanent sewer infrastructure is constructed in a manner to provide service for all flows produced in the applicable Phase of the Development for which the pump and haul services are being provided. The expected location of the "Proposed Regional Lift Station" is the northeast corner/quadrant

of the future intersection of FM 455 and the collector road illustrated on Exhibit F-1. Any alternative location for the "Proposed Regional Lift Station" shall be approved by the Developers as part of a good faith effort and, provided that the Developers have evidenced their written consent to the City, the location of the "Proposed Regional Lift Station" may be changed without an amendment to this Agreement.; and

(ii) the City agrees that it shall not withdraw any City PID Fees collected for the particular Phase until the City has completed the City Constructed Sewer Infrastructure for such Phase in a manner to permanently provide sewage service for such Phase without any pump and haul services described in (i), above.

5.2 Water Facilities.

(a) Developers' General Obligations. Developers are responsible for design, installation, and construction of the respective on-site water improvements necessary to serve the applicable portion of the Property owned and being developed by each. Subject to the provisions of Section 5.2(c) hereof, Tellus is responsible for design, installation, and construction of certain major water lines as generally depicted in as generally depicted on **Exhibit G** (the "Major Water Improvements") provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.20, Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Major Water Improvements, the size and extent of each such easement or other property interest to be approved by the City provided that the maximum width of the required easement shall not exceed 2.5 times the depth of the water line. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. Tellus' costs of obtaining such easements may be included in the projects to be reimbursed through the Eligible Infrastructure Grant. Tellus is not required to begin construction of a second point of connection to the City's water system until the issuance of the 250th certificate of occupancy for the Project.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site water improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase, provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) Major Water Improvements. Tellus will construct the Major Water Improvements each as depicted on **Exhibit G**. The Major Water Improvements shall be constructed in the size shown on **Exhibit G** or such dimensions as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements and shall be oversized as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements. The City will reimburse Tellus for the costs of the Major Water Improvements through the Eligible Infrastructure Grant.

5.3 Water and Wastewater Services; Ownership of Water and Wastewater Infrastructure.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed and reserves such capacity for the Project. The City agrees to provide a will-serve letter for water service upon written request of either of the Developers.

(b) It is acknowledged that the City currently has sufficient wastewater capacity for the expected 957 Equivalent Dwelling Units in Phase 1 and Phase 2 of the Project. The City agrees to make such capacity available to Tellus. The City shall expand the capacity of its wastewater treatment system in accordance with **Exhibit F-2** and the Sewer Improvements Schedule on **Exhibit F-3** to provide for service to each Phase of the Development in accordance with the Sewer Improvements Schedule and agrees to reserve capacity for each Phase of the Development as each phase of the City Constructed Sewer Improvements is completed. The City agrees to provide a will-serve letter for wastewater service upon written request of either of the Developers.

(c) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving 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. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

5.4 Roadway Facilities and Drainage Improvements.

(a) Developers General Obligations. Developers are respectively responsible for the design, installation, and construction of all on-site roadway facilities required to serve the portions of the Property owned and being developed by such Developer. Subject to the provisions of Section 5.4(d) hereof, Tellus is responsible for design, installation, and construction of certain major road improvements as generally depicted on **Exhibit H** (the "Major Roadway Improvements") and such Major Roadway Improvements shall be reimbursed through the Eligible Infrastructure Grant. The design of all roadway improvements shall be approved by the City in advance of the construction.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any Phase of the Project, the applicable Developer shall complete, in a good and workmanlike manner, construction of all on-site roadway facilities and related improvements necessary to serve such Phase in accordance with construction plans approved by the City; provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. The Developers shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve their applicable portions of the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Neither Developer shall be responsible for the design, installation or construction of drainage/detention infrastructure unless located on that Developer's property and a Developer may not construct drainage/detention infrastructure with a material impact on the other Developer's property without the express written consent of the other Developer. Prior to the recordation of the final plat for any Phase of development, the applicable Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such Phase provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Upon inspection, approval, and acceptance, City shall maintain and operate the drainage improvements for the Property. The HOA, POA, or other entity as applicable, will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

(d) CR 424 Improvements. Within the Project, Tellus shall construct what is currently referenced on the City's Thoroughfare Plan as CR 424 as a collector road section in an alignment generally consistent with that shown on **Exhibit H-1** unless the Developers mutually agree that the project traffic impact analysis does not support that option. Should the traffic impact analysis not support the layout in **Exhibit H-1** and/or collector road section for CR 424 in **Exhibit D,** Tellus will construct a subsequent alternative option as mutually approved by the City Engineer and Developers. To the extent that an alternative option is provided by Owner, Tellus or City, the applicable other Parties shall have sixty calendar days to review and respond to such alternative option in writing.

5.5 Infrastructure Oversizing. The Developers shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction of such improvements attributable to the oversizing required by the City from sources other than PID Bond Proceeds, funds from the TIRZ that the City is obligated to utilize for this Project under Section 7.1, Assessments, or the Eligible Infrastructure Grant. In the event either of the Developers is required by the City to construct or cause the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and none of the PID Bond Proceeds, the TIRZ Increment that the City is obligated to utilize for this Project under Section 7.1, or the Eligible Infrastructure Grant shall be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure.

5.6 Mandatory HOA and POA. If a Phase includes single family residential, then Developers will create, in a manner acceptable to the City, an HOA, which HOA, whether one or more, shall be required to levy and collect from home owners within the PID HOA fees (annually, quarterly or monthly) in an amount calculated to maintain the open spaces, parks, common areas, hike and bike trails located in common areas, portions of which trails and parks will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and

screening walls within the PID. Common areas including but not limited to screening, landscaping, gardens, entrances to the Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City. To the extent that a Phase includes commercial or multifamily development with open space, common areas, and the like that are shared by more than one separately platted parcel, then, such common areas, open space and the like shall be maintained by a POA created for such commercial or multifamily development in the manner set forth in this paragraph or shall be maintained under a reciprocal easement agreement, declaration of covenants, conditions and restrictions, or other covenant regarding land use. To the extent a POA is created, the applicable declarant shall have the option of whether or not to include single-family residential in such POA.

5.7 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. Prior to approval of the Zoning, the Developers may revise the Illustrative Layout through an administrative approval, provided the number of residential lots shown on the Illustrative Layout does not increase by greater than ten percent (10%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than ten percent (10%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than ten percent (10%). Nothing in this paragraph shall preclude Developers from applying directly to the City Council for approval of any Illustrative Layout revisions, including revisions greater than the percentages listed herein. If the Developers submit a revised Illustrative Layout as provided by this section and the City Manager or his/her designee determines that the Illustrative Layout should be administratively approved, the City Manager or his or her designee shall cause the revised Illustrative Layout to be attached to the official version of this Agreement on file with the City's Secretary's office, and the Developers shall record a memorandum of the revised Illustrative Layout in the Real Property Records.

(b) A Concept Plan will be required as part of the zoning process identified in Section 9.1 and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. Revisions to the Concept Plan that is part of approval of zoning may be subsequently revised with approval by the City Council and/or the Planning and Zoning Commission through the normal zoning process.

(c) If the Developers submit a Concept Plan as provided by this section and the City Manager or his/her designee determines that the Concept Plan should be administratively approved, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developers shall record a memorandum of the revised Concept Plan in the Real Property Records.

5.8 Community Amenities. Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project as described in (a) and (b) below.

(a) Tellus shall be required to construct the following three (3) amenities:

(1) An amenity center located in Phase 1 (the "Phase 1 Amenity Center") on a minimum 2 -acre site containing an amenity center building of at least 4,000 sf air conditioned square feet which can be split between multiple buildings, a minimum 3,500 sf -size swimming pool which can be split between multiple pools, bathrooms, a playground and an open recreation area, which amenity center shall commence construction prior to the 250th building permit and shall be completed within twenty four (24) months of commencement;

(2) A second amenity center located generally as shown on **Exhibit C** containing an amenity center building or shaded structure, bathrooms, a playground and an open recreation area to commence construction prior to the 1,750 building permit and shall be completed within eighteen (18) months of commencement;

(3) A working farm-style amenity center with operational farming facilities (the "Farm Amenity"). Tellus will commence construction of the first phase of the Farm Amenity prior to the 600th building permit and shall complete construction of the first phase within eighteen (18) months of commencement. The Farm Amenity shall be solely owned, operated and maintained by Tellus, a Tellus controlled entity or the HOA. The Farm Amenity will include a minimum five (5) -acre programmed site adjacent to the working farm. The first phase of the Farm Amenity will include the following features at a minimum: a working farm, a structure for agricultural education, a multi-use field area for events, and a parking lot;

(b) Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project. Tellus shall be required to construct four (4) of the following nine (9) amenities (such four (4) amenities, together with the three required amenities in this section, collectively, the "Community Amenities"):

(i) playground (2-5 years of age);

(ii) playground (5-8 years of age);

(iii) sand volleyball court or tennis court or pickleball court;

(iv) basketball court;

(v) the trails and open space described in Section 5.9;

(vi) outdoor workout equipment along hike and bike trails;

(vii) Three or more pocket parks at least 1 acre in size each;

(viii) dog park; and

(ix) park benches, trash cans, and pet stations along the trail and in the dog.

General depictions of a portion of the Community Amenities, which are provided as examples but are not binding on Tellus, are included on Exhibit I. To the extent that any Community Amenities may be included as PID Projects pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are

not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.9 Parkland Dedication Credit. Tellus shall timely improve and construct the Farm Amenity and timely construct trails and dedicate such trails as outlined in this Section 5.9, and the applicable Developer shall dedicate open space in the final plat for each phase each as generally depicted on **Exhibit J** (collectively, the "Trails and Open Space Acreage"). Provided the Developers cause such Trails and Open Space Acreage to be dedicated for such purposes, Developers shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on the Property. To be considered timely for any given Phase, with respect to open space, the applicable Developer shall dedicate the open space applicable to such Phase as shown on **Exhibit J** at the time of the filing of the final plat for such Phase, with respect to the trails applicable to such Phase, and complete construction of such trails within nine months of the recordation of the final plat for such Phase, subject to force majeure. For any Phase that is developed without Developer timely causing such Trails and Open Space Acreage to be constructed and dedicated as shown on **Exhibit J**, the City's otherwise applicable Park Fees shall apply and not be waived for such Phase. Notwithstanding the foregoing to the contrary, by execution of this Agreement, Owner shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on Zone III and Zone IV (as identified on the Illustrative Layout). Any dedication of Trail and Open Space Acreage under this Section 5.9 may be by public access easement or fee dedication at the election of the applicable Developer. For the avoidance of doubt, the Developers shall not be required to provide a public access easement or dedication of any amenity center described in Section 5.8.

5.10 Impact Fees.

(a) Impact Fees shall be assessed and collected on the Property at the rates in effect at the time of submission of an application for a building permit. The City shall collect Impact Fees from all third-party permit applicants within the Property. Upon the payment of Impact Fees, such payments shall be sequestered into a separate account created with the City (the "Sherley Farms Impact Fee Account") to facilitate the payment of the Eligible Infrastructure Grant described in Section 7.3 hereof.

(b) To the extent that the Eligible Infrastructure is not currently included in the City's CIP, the City agrees to take all necessary steps to include Eligible Infrastructure, along with any additional Authorized Improvements that may reasonably qualify as Capital Improvements, in the City's CIP. The City acknowledges that Tellus is providing certain Capital Improvements on the Property and the Eligible Infrastructure, to the City at the initial cost of Tellus.

5.11 Dedication of Water Tank Site and School Site.

(a) When requested by Anna Independent School District ("Anna ISD"), Tellus shall convey or dedicate the School Site to Anna ISD and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic, radio, electromagnetic or other similar wireless transmission equipment.

(b) Tellus shall, at the request of the City after Tellus has taken ownership of the applicable portion of the Property, convey a site of up to 1.5 acres located in the PID to the City for use in construction of an elevated water storage tank. The elevated storage tank site (the "Elevated Storage Tank Site") shall be in a location mutually agreeable to the City and Tellus at the time of conveyance and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic radio, electromagnetic or other similar wireless transmission equipment. The dedication and conveyance of such Elevated Storage Tank Site shall be reimbursable through the Eligible Infrastructure Grant.

(c) Notwithstanding subsection (b), above, if the City determines to construct a fire station at the Elevated Storage Tank Site, then Tellus shall increase the size of the conveyance to a total of three (3) contiguous acres with the same restrictive covenants described in said subsection (b); provided, however, that such restrictive covenants shall not restrict the use of any equipment that is necessary for emergency services communications purposes.

(d) In addition to subsections (a), (b) and (c), above, if the City adopts an ordinance governing electronic radio, electromagnetic or other similar wireless transmission equipment, the Developers and the City shall endeavor in good faith to amend the applicable zoning to govern the use of electromagnetic transmission equipment within the Property.

5.12 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after the applicable final plat is approved, the City approves the applicable maintenance bond(s) required under Section 4.4, and the City issues final written acceptance of any Public Infrastructure necessary to serve such applicable portion of the Property with utility, fire safety (i.e., paving complete and water system/hydrants installed, tested and pressurized) and roadway service; provided that the City shall allow for the issuance of building permits for up to 10% of the single-family building permits in any Phase of the Development once the applicable Developer has achieved fire safety. To assist in the determination as to whether building permits for any Phase of development should be issued, the applicable Developer shall include all Public Infrastructure necessary to serve such Phase with utility, fire safety, and roadway service in the construction plans required to be submitted under applicable City Regulations. Notwithstanding the foregoing, the City shall not unreasonably withhold plat approval for any Phase of development and shall issue building permits and certificates of occupancy and provide utilities for any structure on the Property if the applicable Public Infrastructure to provide utility and roadway service other than the City Constructed Sewer Infrastructure shown on **Exhibit F-2** is complete and pump and haul service is being provided pursuant to Section 5.1 of this Agreement.

5.13 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 Standards (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 Illustrative Layout set forth on **Exhibit C** and the development regulations for the Property set forth on **Exhibit D** (except as otherwise approved in accordance with Section 5.15 in the event of conflicts) (the "Development Standards");

(e) upon annexation pursuant to Section 9.1, 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 in effect on the Effective Date.

The Governing Regulations are the controlling 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.

5.14 Compliance with Materials and Methods Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) are enforceable as relates to the Property and its use and development, including but not limited to any such City Regulations that would otherwise be unenforceable under Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations") and the Material and Methods Regulations are incorporated herein as if set forth in full; 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. The Zoning Ordinance shall also be considered to be Materials and Methods Regulations to the extent that its requirements and restrictions would otherwise be unenforceable under Chapter 3000 of the Texas Government Code

5.15 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of

any conflict between the Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control until the PD Zoning (as defined herein) has been approved by the City. After the PD Zoning has been approved for the Property, in the event of a conflict between the PD Zoning and the Development Standards, the Zoning Ordinance, Sign Ordinance, or Building Codes, the PD Zoning shall control for such portion of the Property subject to the PD Zoning, and no amendment to the applicable PD Zoning shall require an amendment to this Agreement. 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 and the remainder of the Development Standards in **Exhibit D**, the remainder of the Development Standards in **Exhibit D** shall control. In the event of any conflict between any future Concept Plan and the Development Standards in **Exhibit D**, the Development Standards in **Exhibit D** shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Standards and/or Zoning Ordinance).

5.16 Phasing. The Property may be developed in phases and the applicable Developer must submit the appropriate plat(s) for each Phase, and, if permitted under applicable law, may submit a replat or amending plat for all or any portions of the Property. Any plat, replat or amending plat shall be in conformance with applicable City Regulations and be subject to City approval.

5.17 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

5.18 Approval of Plats/Plans. Approval by the City, the City Engineer, or other City employee or representative, of any plans, designs, or specifications submitted by the applicable Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the applicable Developer, its engineers, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the applicable Developer or the applicable Developer's engineers, or their respective officers, agents, servants or employees, it being the intent of the Parties that approval by the City Engineer or his/her designee signifies approval on only the general design concept of the improvements to be constructed.

5.19 Agricultural Exemption. The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification for any Property within the PID until PID Bonds secured by Assessments levied in the applicable portion of the PID are issued to pay for the costs of the PID Projects and related costs and development within the applicable portion of the PID has commenced to a degree that would trigger a change in use tax exemption under state law, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

5.20 Eminent Domain. Tellus agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any off-site Public Infrastructure. To the extent required, the Developers agree to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any on-site Public Infrastructure being constructed by such Developer. If, however, the applicable Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of sending an initial offer to the owner of such property to purchase 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. The City shall request and order any appraisal required in connection with the applicable Developer's (if requested by such Developer) or the City's acquisition of such third-party rights-of-way, consents, or easements as described in the preceding two sentences, and the applicable Developer shall pay the costs of such appraisal. The applicable 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") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the applicable Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the applicable Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by a Developer, the applicable Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

5.21 Payment of City PID Fee.

Tellus shall deposit or cause to be deposited the amount of the City PID Fee in an identifiable City-owned escrow account that contains the full amount of the City PID Fee (the "City PID Fee Account") for a particular Phase of Development and shall provide proof of such deposit to the City on the date Assessments are levied for such Phase or a subsequent date that is no later than the 30th day after the closing date of the PID Bonds for such Phase of Development. No Party shall withdraw from or otherwise reduce or in any manner encumber the amount deposited into the City PID Fee Account for any Phase of Development until such time as the City Constructed Sewer Improvements necessary to provide sewer service to such Phase have been completed. Upon the completion of the City Completed Sewer Improvements for the applicable Phase, the City may withdraw the full amount in the City PID Fee Account and utilize same for any municipal purpose. The City PID Fee shall be calculated in accordance with the City PID

Policy and shall be based upon the number of single-family residential lots included within the applicable Phase of Development that are being assessed. For the avoidance of doubt, the "single-family residential lot" shall include any townhome (whether attached or detached) located in the PID. The amount of the City PID Fee shall not increase and the City PID Fee shall not be reimbursable from Assessments, PID Bond Proceeds or the TIRZ.

5.22 Rental Property. It is a material breach of this Agreement if a Party knowingly sells—in any single transaction or combination of transactions—a total of more than five percent (5%) of the total number of single-family detached lots projected to be within the Project to one or more Institutional Investors that intend to own and rent or lease single-family residences within the Project.

SECTION 6
PID BONDS

6.1 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this section, the City may issue PID Bonds solely for the purposes of acquiring or constructing PID Projects. Either of the Developers may request issuance of PID Bonds by filing with the City a list of the PID Projects within their property to be funded with the PID Bonds and the estimated costs of such PID Projects. Developers acknowledge that the City may require at that time a professional services agreement that obligates the applicable Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(a) The City has determined that (a) there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability and (b) the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(b) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include without limitation those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(c) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the PID benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds.

(d) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall be estimated to be $300,000,000.

(e) If requested by the City, delivery of an Independent Appraisal to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property.

(f) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(g) The applicable Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.

(h) The applicable Developer is not in material default under this Agreement or any other agreement with the City.

(i) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(j) The Administrator has certified that the specified portions of the costs of the PID Projects to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds; therewith, such approval not to be unreasonably withheld, conditioned or delayed upon presentation of a certificate in compliance with the applicable Indenture.

(k) The PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable Governing Regulations and/or City Regulations.

(l) The maximum maturity for each issuance of PID Bonds shall not exceed 30 fiscal years from the date of delivery thereof.

(m) The final maturity for any PID Bonds shall be not later than 50 years from the Effective Date.

(n) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(o) If the applicable portion of PID Projects has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such PID Projects Cost, plus private costs to reach final lot completion, the City may require the applicable Developer to, at time of closing the PID Bonds, provide evidence of (i) available funds to the applicable Developer or any corporate parent of the applicable Developer and made available to the Developer, (ii) evidence of financial security from a Lender (as defined herein) of loan funds available under a loan, letter of credit or other credit facility extended to the applicable Developer or any corporate parent of the applicable Developer and made available to the applicable Developer by a financial institution or other lender (a "Lender") for the purpose of development of the Authorized Improvements, equal to or greater than the difference between the PID Projects Costs and the PID Bond Proceeds available to fund such PID Projects Costs plus private costs to reach final lot completion or (iii) a completion agreement; or any combination of (i), (ii) or (iii) in the discretion of the applicable Developer. If the applicable Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the applicable Developer shall not be required to provide any up-front cash deposit to fund

the applicable PID Projects not otherwise funded through the applicable series of PID Bonds.

(p) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(q) The applicable Developer agrees to provide periodic information and notices of material events regarding the applicable Developer and the applicable Developer's development of their portion of the Project and any continuing disclosure agreements executed by the applicable Developer in connection with the issuance of PID Bonds.

(r) The applicable Developer is not in default under a Developer Continuing Disclosure Agreement.

(s) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the remaining principal amount of assessments that were levied to pay the PID Bonds that are being refunded.

(t) The gross tax equivalent rate for the annual installments of the Assessments shall not exceed $1.35 per $100.00 of taxable assessed valuation prior to application of the TIRZ Revenue (which maximum total tax equivalent rate shall be measured based on the estimated build out value of the applicable portion of the Property), without prior written consent of the City, in its sole discretion, which written consent may be evidenced by the City's adoption of an Assessment Ordinance without the necessity of amending this Agreement.

(u) The City may not require the value to lien ratio for any PID Bonds to be higher than 2:1; provided that the City may allow for a lesser ratio through the adoption of a resolution, Bond Ordinance, Assessment Ordinance or other applicable council action that authorizes a lesser value to lien ratio without the necessity of amending this Agreement. Any such value-to-lien ratio shall apply solely to the portion of the Assessments securing the PID Bonds.

(v) The applicable Developer and the City shall have entered into a Reimbursement Agreement with respect to the Phase primarily benefitted by such PID Bonds.

(w) The Phase 1 Amenity Center shall be fully completed with the swimming pool having received all required approvals for operation and the building thereon having received a certificate of occupancy for any PID Bonds issued after the second series of PID Bonds.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, the applicable Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The applicable Developer agrees, represents, and warrants

that any information provided by the applicable Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to the applicable Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the applicable Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the United States Internal Revenue Code, the applicable Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developers each represent that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the applicable Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, the Developers further agree that they will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7
TAX INCREMENT REINVESTMENT ZONE; CHAPTER 380 GRANTS

7.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City will create a TIRZ coterminous with all of the Property. The TIRZ may be divided into zones or subzones for each Phase of development and may be divided into subzones for single-family residential development, which single-family development may include townhome or other attached residential product (a "Single-Family Subzone") and for property containing mixed use development, which mixed use development may include commercial, multi-family or retail development and the like (a "Commercial Subzone"). The base year of any subzone of the TIRZ shall be the year in which the subzone is created. The City agrees to use fifty percent (50%) of the ad valorem tax increment generated by the TIRZ (the "Tax Increment"), for a period of up to forty (40) years for the purposes and in the manner described in this paragraph. The Tax Increment generated within the TIRZ in any Single-Family Subzone shall be used for each Phase (i) first, to pay the Administrative Expenses for the TIRZ and (ii) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels for the costs of Authorized Improvements. The Tax Increment generated in any Commercial Subzone shall be placed into a separate account as set forth in the Project and Finance Plan and be used (x) first, to pay the Administrative Expenses for the TIRZ, (y) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels in the Commercial Subzone for the costs of Authorized Improvements and (z) third, to the extent such property is not subject to Assessments or all Tax Increment generated by a particular parcel in the Commercial Subzone is not needed to offset Assessments, to pay to the Owner the remaining Tax Increment generated in the Commercial Subzone, in the form of a Chapter 380 Grant for costs of Authorized Improvements not otherwise reimbursed under the terms of this Agreement. The City will enter into a separate Chapter 380

Agreement with the Owner for the Chapter 380 Grant related to the Commercial Subzone upon terms mutually agreeable to the Owner and the City and consistent with this Agreement. The City shall take steps to consider and adopt or approve the TIRZ Documents, including the Project and Finance Plan, necessary to effectuate this Section 7. Any amount of the TIRZ Increment that is not required to be used as set forth in this paragraph may be used by the City for any municipal purpose.

7.2 TIRZ Funds. The Tax Increment obtained from the TIRZ subzones shall be placed into a separate accounts as appropriate and shall be used as described above and the Tax Increment and uses herein shall be incorporated into the Project and Finance Plan.

7.3 Eligible Infrastructure Grant. In consideration of Tellus' agreement to construct certain Authorized Improvements as outlined herein, the City shall enter into a Chapter 380 Agreement (the "Impact Fee 380 Agreement") with Tellus to provide a grant (the "Eligible Infrastructure Grant") to reimburse Tellus for the costs of the Elevated Storage Tank Site and the water, wastewater, roadway, and drainage improvements shown on **Exhibits F-1**, **G**, and **H** (collectively, the "Eligible Infrastructure") in an amount up to the same amount of the total Impact Fees collected from all portions of the Property. The Eligible Infrastructure Grant shall be payable to Tellus on a quarterly basis after the City's approval of the submission of evidence of costs of the Eligible Infrastructure as more particularly described in the Impact Fee 380 Agreement solely from Impact Fees deposited in the Sherley Farms Impact Fee Account in accordance with Section 5.10.

SECTION 8
PAYMENT AND REIMBURSEMENT OF PID PROJECTS

8.1 Payment of Costs of PID Projects. The Parties understand that PID Bond Proceeds and/or the proceeds from Assessments will be used to reimburse the Developers for certain PID Projects Costs related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the City is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from Assessments, once available, will be used to reimburse the applicable Developer for said PID Projects Cost following acceptance by the City. Such reimbursement will be governed by the terms of the Reimbursement Agreement to be entered into between the applicable Developer and the City for the applicable Phase.

8.2 Improvement Account of the Project Fund and Developer Improvement Account. The Improvement Accounts of the Project Fund and the Developer Improvement Account shall be administered and controlled by the City and funds in the Improvement Account of the Project Fund and the Developer Improvement Account shall be deposited and disbursed in accordance with the terms of the respective Indenture.

8.3 Cost Overrun. If the total PID Projects Cost for any Phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a "Cost Overrun"), the applicable Developer shall be solely responsible for the Cost Overrun, except as provided in Section 8.4.

8.4 Cost Underrun. If, upon the completion of construction of an PID Project (or segment or section thereof) and payment or reimbursement for such PID Project (or segments or section thereof), there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other PID Project without amending the SAP. The elimination of a category of PID Projects as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the PID Projects within an improvement category, as listed in the applicable SAP and the PID, funds available from an improvement category may be used as Cost Underruns and applied to another Improvement category without approval of the City. If, upon completion of the PID Projects in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the applicable Developer for any qualifying costs of the PID Projects that have not been previously paid.

SECTION 9
ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation.

(a) Annexation. Within sixty (60) days after the Effective Date of this Agreement, Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property shall submit a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an "Annexation Petition"). Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property agree to execute and supply any and all instruments and/or other documentation 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 sixty (60) days following submission of the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Owner and Tellus shall each have the right to terminate this Agreement with respect to Property owned by Owner or Tellus with written notice to the City and, upon such termination, the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law, and the City shall be subject to the provisions of subsection (c) herein for creation of a municipal utility district. The City shall, subject to Section 9.1(b) in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property immediately prior to any ordinance adopting the PD Zoning.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Illustrative Layout, and this Agreement (the "PD Zoning"). The Parties agree that the Illustrative Layout attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the approved plan for development of the Property as of the Effective Date. Through this Agreement, Owner and Tellus expressly consent and agree to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within 60 days after submittal of a complete and sufficient zoning application—to approve the PD Zoning, or approves zoning on the Property that is in any way more restrictive

than the PD Zoning without the consent of Owner and Tellus, then Owner and Tellus shall each have the right to (i) petition for disannexation of their applicable portion of the Property upon written request delivered to the City or (ii) terminate this Agreement and petition for disannexation of their applicable portion of the Property with written notice to the City and, in the event Owner and Tellus exercise the rights in (i) or (ii), and upon receipt of a request or notice delivered pursuant to (i) or (ii), the City shall disannex the applicable portion of the Property from the City as soon as is practicable, and the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law and the City shall be subject to the provisions of subsection (c) below for creation of a municipal utility district. Notwithstanding the foregoing or any other provision of this Agreement, the failure of Owner and Tellus to submit a zoning application that complies with all provisions of the Zoning Ordinance applicable to the submittal of a zoning application shall be deemed a failure to submit a complete and sufficient zoning application, provided that the City provides notice within forty-five (45) days of such a submittal stating each deficiency that Owner and Tellus shall be required to cure in order for such zoning application be processed and considered for approval.

(c) Disannexation; Creation of Municipal Utility District. In the event that (i) the City defaults under (a) or (b) of this Section 9.1 or (ii) PID Bonds for a particular Phase of the Project are not issued as a result of any act or omission of the City, including the City's refusal to issue such PID Bonds, and a period of ninety (90) days to cure such non-occurrence has passed after the applicable Developer provides written notice of such non-occurrence or default under this Section 9.1, then (a) the City shall—if the applicable Developer petitions for disannexation—disannex the Property for the applicable Developer or the applicable portion of the Property for which PID Bonds have not been issued (in the case of a failure under item (ii) of this Section 9.1(c) within thirty (30) days of the filing of the disannexation petition by the applicable Developer and such property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years and (b) the applicable Developer shall provide notice to the City of its intent to form a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature or the TCEQ or, if necessary, any other agency with jurisdiction (a "MUD") on the portion of the Property disannexed pursuant to this paragraph and, upon such notice, the City shall be deemed to have consented to the formation of the MUD with no further action of the City or City Council required; provided that the City shall take any necessary steps or provide any documents necessary to evidence the City's consent to the creation of the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD. If PID Bonds have been issued for prior Phases of the PID or assessments been levied, those Phases shall remain within the limits of City. For the avoidance of doubt and notwithstanding the foregoing or any other provision of this Agreement, this paragraph shall not apply with respect to a failure under item (ii) above and disannexation shall not be required with respect to item (ii) above in the event that PID Bonds for a particular Phase of the Project are not issued by the City because the conditions and requirements set forth in Section 6.1 that are in the reasonable control of the applicable Developer, which provisions shall solely include items (g), (h), (k), (o), (q), (r), and (w) set forth under Section 6.1, and in Section 6.2 have not been satisfied by the applicable Developer. Other than as provided in Section 9.1, Developers waive the right to file a petition or otherwise seek removal of any portion of the Property from the City unless and only to the extent the City is required to disannex any part of the Property under this paragraph.

(d) Survival. In the event Owner or Tellus terminates this Agreement with respect to a portion of the Property in accordance with this Section 9, Owner's and Tellus' respective rights and remedies under this section, including disannexation and the applicable portion of the Property's immunity to future involuntary annexation, shall survive such termination.

(e) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. The Developers are not required to enter into this Agreement and do so in reliance upon the representations and covenants of the City herein. The annexation procedures described in plain language in this Agreement require the Developers' consent. The Parties acknowledge and agree that—prior to the Effective Date—the City fully satisfied the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

SECTION 10
EVENTS OF DEFAULT; REMEDIES

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

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

10.3 Performance Window; Election to Terminate. In the event a Developer does not deliver a request on or before December 31, 2028 that the City issue the initial series of PID Bonds, and Tellus and Owner have not delivered notice of an assignment of Tellus' rights and obligations under this Agreement in accordance with Section 11.1 within 60 days prior to such date, none of the Parties hereto shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 10.3, if a PID has been created, the owner of the applicable Property must within thirty (30) days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the applicable Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable and necessary actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, the obligations of any owner of Property regarding the dissolution of the PID in accordance with this

Section 10.3 shall survive the termination of this Agreement.

SECTION 11
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be assignable, in whole or in part, by Owner (with respect to any portion of the Property owned by Owner) or Tellus (with respect to any portion of the Property owned by Tellus), with the prior written consent of the City. The City's consent to such assignment shall not be unreasonably shall not be unreasonably withheld, conditioned, or delayed. Under no circumstances shall any part of this Agreement be assigned to an Institutional Investor. Notwithstanding the foregoing, the Owner (with respect to any portion of the Property owned by Owner) or Tellus has the right (with respect to any portion of the Property owned by Tellus) from time to time, without the consent of but with written notice to the City, to assign this Agreement in whole or in part to (i) any person or entity that is or will become an owner of any portion of the Property, to the extent of such assignee's ownership of the Property (or portion thereof), (ii) any entity formed in which the Owner or Tellus or any principal of the Owner or Tellus retains an ownership interest of at least fifty-one percent (51%), any subsidiary of the Owner or Tellus, or any entity that is under common control with or controlled by the Owner or Tellus, or (iii) any lien holder on the Property. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner or Tellus, as applicable, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Owner or Tellus shall release the Owner or Tellus, as applicable, from any liability that resulted from an act or omission by such Party that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and Tellus shall maintain written records of all assignments made by the Owner or Tellus, respectively, 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.

11.2 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, and (d) the Owner (which shall have the obligations described herein), any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the rights and obligations of a Developer with respect to such part of the Property as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

11.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.4 Notice of Assignment. Subject to Section 11.1 of this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) the Owner must provide written notice to the City to the extent required under Section 11.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing the applicable Owner and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 12
GENERAL PROVISIONS

12.1 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; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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.

12.2 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) The Developers' obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that the Developers are obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the Developers' consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

12.3 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Owner, Tellus and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End User of a Fully Developed and Improved Lot except for land use and development regulations that apply to such Fully Developed and Improved Lot.

12.4 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 Parties expressly amending the terms of this Agreement.

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

12.6 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be until the later of (i) thirty (30) years from the Effective Date or (ii) the final maturity of PID Bonds sold in accordance with this Agreement (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture, and the Developers' obligations shall terminate.

12.7 INDEMNIFICATION AND HOLD HARMLESS. TELLUS AND THE OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF TELLUS OR OWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT

(TOGETHER, "CLAIMS"); PROVIDED THAT SUCH INDEMNIFICATION SHALL BE SEVERAL AND PROVIDED BY THE OWNER AND TELLUS SOLELY FOR THE RESPECTIVE PUBLIC INFRASTRUCTURE INSTALLED BY EACH AND IN NO EVENT SHALL THE OWNER BE REQUIRED TO INDEMNIFY TELLUS FOR CLAIMS MADE 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. TELLUS AND OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF TELLUS OR OWNER, AS APPLICABLE, AND THE CITY, TELLUS' OR OWNER'S RESPECTIVE INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO TELLUS' OR OWNER'S, AS APPLICABLE, OWN PERCENTAGE OF RESPONSIBILITY. TELLUS AND OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY OWNED BY THE OWNER OR TELLUS , AS APPLICABLE, PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON TELLUS' OR OWNER'S RESPECTIVE REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY; PROVIDED THAT THE INDEMNITY PROVIDED BY THE OWNER OR TELLUS WITH RESPECT TO SUCH CLAIMS SHALL SOLELY BE FOR THEIR RESPCTIVE PORTIONS OF THE PROPERTY.

12.8 Status of Parties. At no time shall the City have any control over or charge/supervision of Tellus' or Owner's design, construction, installation or other work related to any of the Public Infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work. This Agreement does not create a joint enterprise or venture or employment relationship between the City, the Owner and Tellus.

12.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to a Party hereto after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be the notice address applicable to such party set forth in Section 12.10. Any Party to receive such payments/remittance may change the name of the payee and/or address by delivering written notice to the City designating a new payee and/or address or through an assignment of such Party's rights hereunder.

12.10 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 (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the

sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 120 W. 7th Street Anna, Texas 75409 E-mail: rhenderson@annatexas.gov
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 E-mail: cmccoy@wtmlaw.net
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, Texas 75201 E-mail: rsegura@mphlegal.com
To Tellus:	Tellus Texas III, LLC Attn: Andre Ferrari 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: aferrari@tellusgroupllc.com
With copies to:	Locke Lord Attn: Drew Slone 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com Brad Holdbrook Haynes and Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 E-mail: brad.holdbrook@haynesboone.com Chris Simek 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: csimek@tellusgroupllc.com

To Owner:	Sherley Farms, LP Attn: Tasha Escoto P.O. Box 6069 McKinney, Texas 75071 E-mail: tasha@sherleypartnersltd.com
With a copy to:	Tobin Swope Winstead PC 2728 N. Harwood, Suite 500 Dallas, Texas 75201 E-mail: tswope@winstead.com

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.

12.11 Estoppel Certificates. From time to time, upon written request of a Developer or Owner under this Agreement, and upon the payment to the City of a $100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of the respective Owner under this Agreement that are in default.

12.12 Interpretation. Each Party has been actively involved in negotiating and drafting this Agreement. Accordingly, a 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.

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

12.14 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 Owner and Tellus respectively represent and warrant that this Agreement has been approved by appropriate action of the Owner and Tellus, respectively, and that each individual executing this Agreement on behalf of the Owner or Tellus 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.

12.15 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.

12.16 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties; provided that any amendment relating to a distinct portion of the Property may be signed solely by the owner of such Property and the City without the requirement of signatures from any other Party hereto and the remaining Parties hereto consent to such amendment. 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.

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

12.18 Non Waiver. Any failure by a Party to insist upon 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.

12.19 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give written notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continues to prevent the Party's performance; (ii)

all of the measures being employed to regain the ability to fully perform; and (iii) the projected date upon which the Party will be able to resume full performance.

12.20 Statutory Verifications. Each of the Owner and Tellus (each, a "Representing Party") makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Representing Party within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. Each Representing Party respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any Representing Party and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

12.21 Form 1295. Submitted herewith is a completed Form 1295 in connection with the participation of the Owner and Tellus to the extent each constitutes a "business entity" for the

purposes of Section 2252.908 of the Texas Government Code in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner and Tellus to the extent that each constitutes a "business entity" for the purposes of Section 2252.908 of the Texas Government Code, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner, Tellus and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner and Tellus; and, neither the City nor its consultants have verified such information.

12.22 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.

12.23 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	Depiction of the Property
Exhibit C	Illustrative Layout
Exhibit D	Development Standards
Exhibit E	Authorized Improvements and Budgeted Costs
Exhibit F-1	Major Sewer Improvements
Exhibit F-2	City Constructed Sewer Improvements
Exhibit F-3	Sewer Improvements Schedule
Exhibit G	Major Water Improvements
Exhibit H	Major Roadway Improvements
Exhibit H-1	Proposed Thoroughfare Plan Revision
Exhibit I	Conceptual Amenity Depictions
Exhibit J	Trail and Open Space Improvements
Exhibit K	PID Bonds Financial Summary

[SIGNATURES PAGES AND EXHIBITS FOLLOW]

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

CITY OF ANNA, TEXAS

By: _____
Name: Pete Cain
Title: Mayor
Date: 12/17/24

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 17 day of December 2024, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.

CARRIE L. LAND
Notary Public, State of Texas
Comm. Expires 02-04-2027
Notary ID 11419404

_____
Notary Public, State of Texas

[SEAL]

Approved as to form:

_____
Clark McCoy, City Attorney

OWNER:

SHERLEY PARTNERS, LTD.,
a Texas limited partnership

By: TT Sherley LLC,
a Texas limited liability company, its
General Partner

By: _____
Tasha Escoto, its manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on this 11 day of December, 2024, by Tasha Escoto, in her capacity as manager of TT Sherley LLC, a Texas limited liability company in its capacity as general partner of Sherley Partners, Ltd., on behalf of said limited partnership.

[S E A L]

_____
Notary Public, State of Texas

STACEY CAMPOS
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134273061

TELLUS:

TELLUS TEXAS III, LLC,
a Texas limited liability company

By: Tellus-Anna, LLC, a Texas limited liability company and manager of Tellus Texas III, LLC

By: _____
David Blom, Manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this 12 day of December, 2024, by David Blom, manager of Tellus-Anna, LLC, in its capacity as manger of Tellus Texas III, LLC, on behalf of said limited liability company.

[S E A L]

COURTNEY L. DUNCAN
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 134162993

_____
Notary Public, State of Texas

Exhibit A

Metes and Bounds Description of the Property

SHERLEY FARMS SOUTH TRACT
LEGAL DESCRIPTION
970.482 ACRES

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E - 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E - 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W - 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SHERLEY FARMS NORTH TRACT
LEGAL DESCRIPTION
153.110 ACRES

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

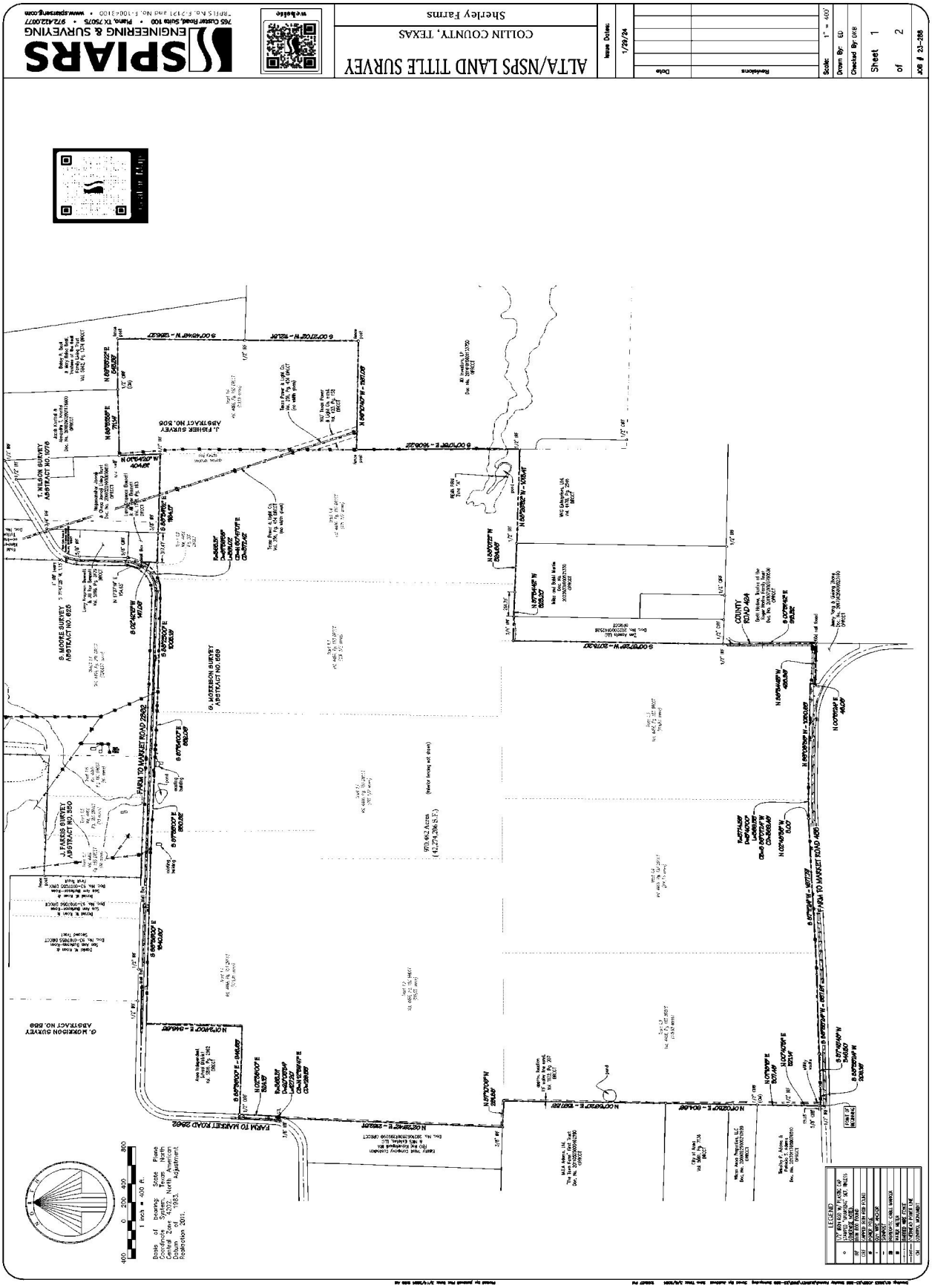
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

Exhibit B

Depiction of the Property


SPIARS
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765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-21121 and No. F-10064100 • www.spiarseng.com
weblink
ALTA/NSPS LAND TITLE SURVEY
COLLIN COUNTY, TEXAS
Sherley Farms
Issue Dates:
1/29/24
Revisions
Date
Scale: 1" = 400'
Drawn By: ED
Checked By: DRS
Sheet 1 of 2
JOB # 23-088
FARM TO MARKET ROAD 2862
COUNTY ROAD 464
J. FISHER SURVEY ABSTRACT NO. 506
T. WILSON SURVEY ABSTRACT NO. 976
B. MOORE SURVEY ABSTRACT NO. 625
G. MORRISON SURVEY ABSTRACT NO. 568
J. FARRIS SURVEY ABSTRACT NO. 350
970.492 Acres (42,274,206 S.F.)
LEGEND
Base of bearing: State Plane Coordinate System, North American Datum of 1983, Central Zone 4202. Adjustment Realization 2011.
1 inch = 400 ft.
0 200 400 800

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" first Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'05" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kanchipudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E – 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.08 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E – 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamenohar Jovvaji and Chaya Jovvaji Living Trust, recorded in Document No. 20180209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20150902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reba Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141018001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1808.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2646 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Mike and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 20220601425 28 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 88°01'24" W – 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

Per Annexed Title Insurance Company G.F. No. 1002.39159M-RTT Effective 12/09/2021

10(e)	Easement to Texas Power and Light Company, recorded in Volume 250, Page 454, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(i)	Easement to Texas Power and Light Company, recorded in Volume 259, Page 436, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(j)	Easement to Texas Power and Light Company, recorded in Volume 250, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(k)	Easement to American Telephone and Telegraph Company, recorded in Volume 271, Page 584, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(l)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 575, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(q)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 644, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(s)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 643, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(t)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 691, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(u)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 688, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(v)	Easement to the State of Texas, recorded in Volume 417, Page 155, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(w)	Easement to the State of Texas, recorded in Volume 417, Page 132, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(x)	Easement to the State of Texas, recorded in Volume 418, Page 257, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(y)	Easement to Texas Power and Light Company, recorded in Volume 423, Page 156, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(z)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(aa)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 286, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(c)	Easement to the City of Anna, recorded in Volume 631, Page 54, Real Property Records, Collin County, Texas. NO DESCRIPTION THEREIN; UNABLE TO LOCATE
10(e)	Easement to the State of Texas, recorded in Volume 635, Page 943, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(f)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 883, Page 158, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(j)	Easement to Sweetwater Special Utility District, recorded in vol 20140521000019370, Real Property Records, Collin County, Texas. AFFECTS; UNABLE TO LOCATE

SURVEYOR'S CERTIFICATE

To Shirley Partners, Ltd., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional Items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 1/12/24.

Date of Plat or Map: 1/29/24

Darren K. Brown, RPLS 5252

darren.brown@spiarsengineering.com

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0195G, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS R.O.A. F-7191 and No. LF-10023100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Shirley Farms

Issue Dates:
1/29/24

Revisions	Date

Scale:

Drawn By: ED

Checked By: DKB

Sheet 2 of 2

JOB # 23-288

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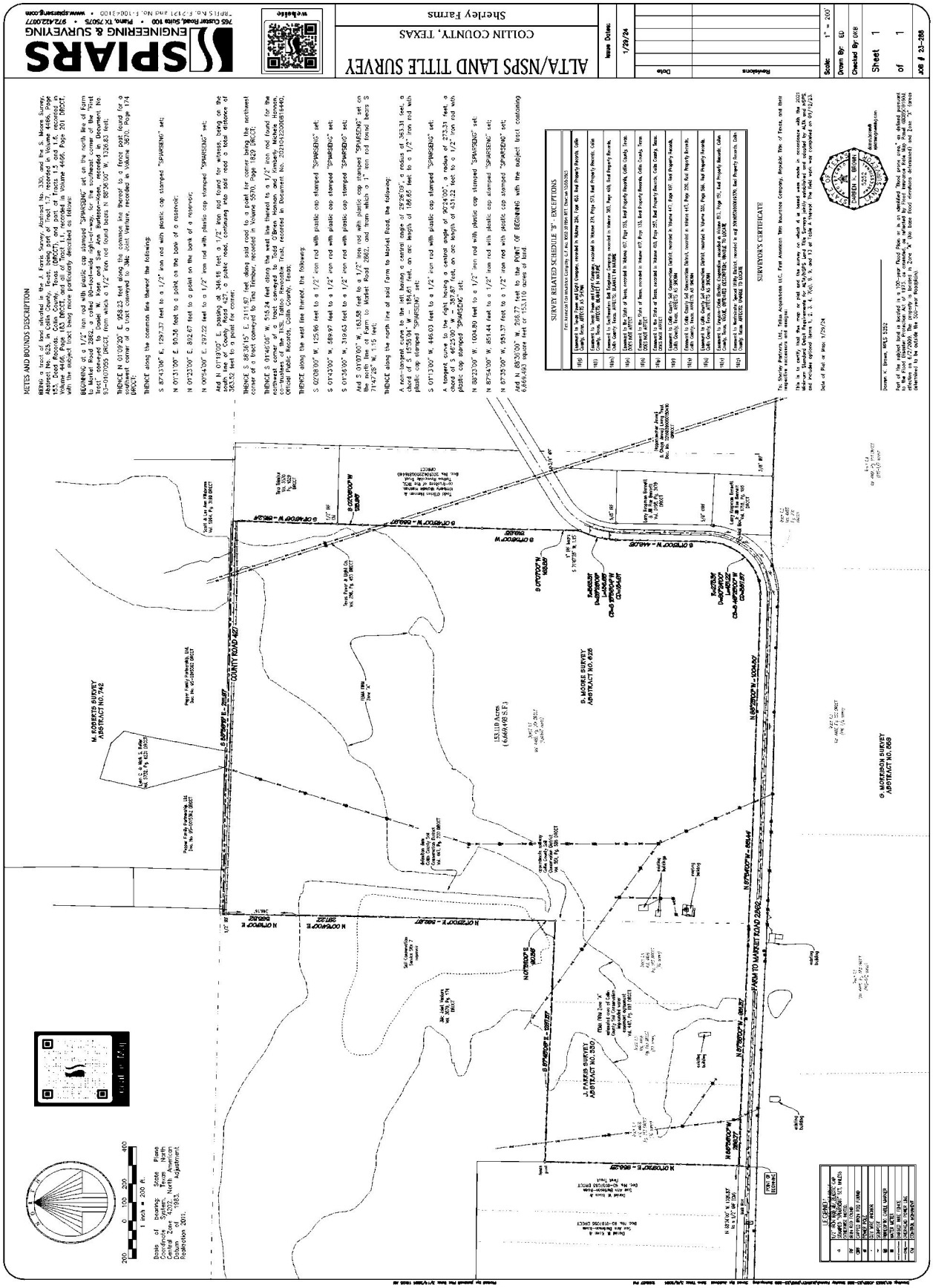
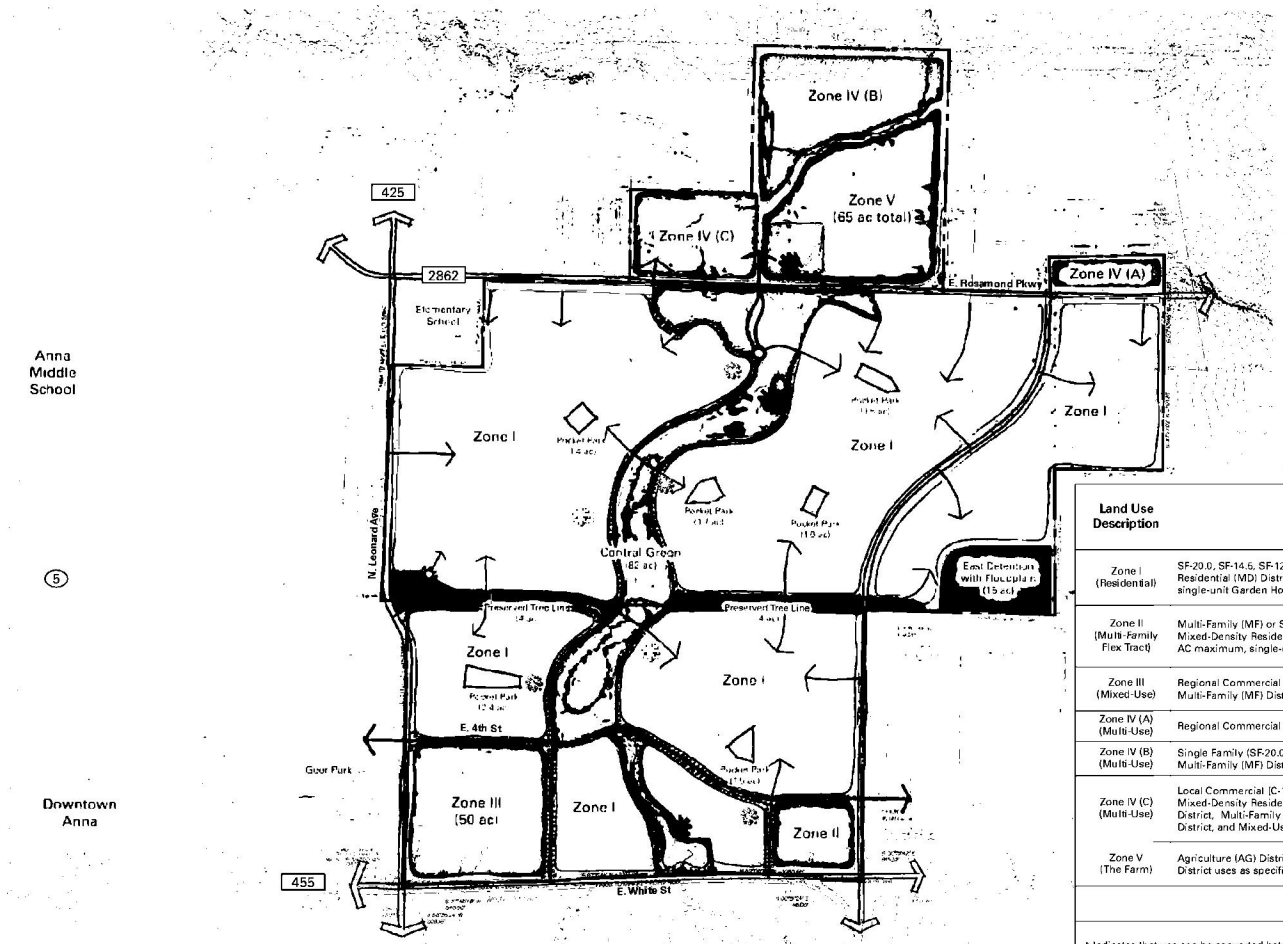

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-21121 and No. F-10064100 • www.spiarseng.com
ALTA/NSPS LAND TITLE SURVEY
COLLIN COUNTY, TEXAS
Shirley Farms
Issue Dates: 1/29/24
Revisions
Date
Scale: 1" = 200'
Drawn By: ED
Checked By: DPR
Sheet 1 of 1
JOB # 23-088
METES AND BOUNDS DESCRIPTION
BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 626, Collin County, Texas, and being all of that tract of land described as Tract 1 in deed to Shirley Farms, recorded in Volume 4496, Page 201, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4496, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4496, Page 201 DRCCT, with the subject tract being more particularly described as follows:
BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 80-foot right-of-way for the northeast corner of the subject tract, from which a 1/2" iron rod found bears S 87°41'06" E, 1297.37 feet, and a concrete right-of-way monument found bears N 87°36'07" W, 1326.83 feet;
THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to J&L Joint Venture, recorded in Volume 3870, Page 174 DRCCT;
THENCE along the common lines thereof the following:
S 87°41'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 01°31'09" E, 90.56 feet to a point on the bank of a reservoir;
N 01°23'00" E, 832.67 feet to a point on the bank of a reservoir;
N 00°54'09" E, 297.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And N 01°19'07" E, passing at 346.15 feet a 1/2" iron rod found for witness, being on the southeast right-of-way line of a public road, continuing the total distance of 383.52 feet to a point for corner;
THENCE S 38°36'16" E, 2111.67 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Tember, recorded in Volume 5570, Page 1829 DRCCT;
THENCE S 81°40'08" W, 515.74 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hanson and Kimberly Mckenna co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000818440, Official Public Records, Collin County, Texas;
THENCE along the west line thereof, the following:
S 02°08'00" W, 125.66 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°43'00" W, 559.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°35'00" W, 310.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'25" W, 1.15 feet;
THENCE along the north line of said Farm to Market Road, the following:
A non-tangent curve to the left having a central angle of 29°26'00", a radius of 363.31 feet, a chord of S 15°55'04" W – 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 43°55'00" W – 387.82 feet, an arc length of 421.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 88°23'00" W, 1604.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 87°35'00" W, 951.57 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And N 88°36'07" W, 295.77 feet to the POINT OF BEGINNING with the subject tract containing a calculated square feet or 153.110 acres of land.
SURVEY RELATED SCHEDULE "B" - EXCEPTIONS
For American Land Title Association Commitment No. 1002-31791-RTT Effective 1/08/2023
10(a) Easement to Texas Power and Light Company, recorded in Volume 284, Page 483, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(b) Easement to Texas Power and Light Company, recorded in Volume 291, Page 573, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(c) Easement to Southwestern Bell Telephone Company, recorded in Volume 305, Page 468, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(d) Easement to the State of Texas, recorded in Volume 1151, Page 156, Deed Property Records, Collin County, Texas. DOES NOT AFFECT
10(e) Easement to the State of Texas, recorded in Volume 1151, Page 159, Deed Property Records, Collin County, Texas. DOES NOT AFFECT
10(f) Easement to the State of Texas, recorded in Volume 1151, Page 161, Deed Property Records, Collin County, Texas. DOES NOT AFFECT
10(g) Easement to Collin County Soil Conservation District, recorded in Volume 1417, Page 597, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(h) Easement to Collin County Soil Conservation District, recorded in Volume 1417, Page 599, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(i) Easement to Virginia Valley Electric Cooperative, recorded in Volume 851, Page 195, Deed Property Records, Collin County, Texas. TRUE APPROXIMATE LOCATION, UNABLE TO LOCATE
10(j) Easement to Virginia Valley Electric Cooperative, recorded in Volume 1151, Page 163, Deed Property Records, Collin County, Texas. AFFECTS AS SHOWN
SURVEYOR'S CERTIFICATE
To: Shirley Partners, LTD., Texas Acquisitions LLC., First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:
This is to certify that the map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 01/16/23.
Date of Plat or Map: 1/29/24
Darren K. Brown, RPLS 5252
Registered Professional Land Surveyor
DARREN K. BROWN
5252
REGISTERED
PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS
Phone: 972.422.0077
darren@spiarseng.com
Part of the subject land is located in a 100-year flood Plain, or is an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as indicated by flood insurance Rate Map, Panel 48085C0190J dated 6/2/2009 (the exact location of flood zone boundaries determined from Zone "X" (areas determined to be outside the 500-year floodplain).
LEGEND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS NOTED
IRON ROD FOUND
POWER POLE
GUY WIRE ANCHOR
WATER METER
WATER VALVE
CONCRETE MONUMENT
CO CLEANOUT
Basis of bearing is the State Plane Coordinate System, North American Central Zone 4202, North American Datum of 1983, Adjustment Realization 2011.
1 inch = 200 ft.
200 0 100 200 400
SCALE: 1" = 200'
FARM TO MARKET ROAD 2862
COUNTY ROAD 407
M. ROBERTS SURVEY ABSTRACT NO. 742
B. MOORE SURVEY ABSTRACT NO. 626
J. FARRIS SURVEY ABSTRACT NO. 330
G. MORRISON SURVEY ABSTRACT NO. 668
153.110 Acres (6,669,785 S.F.)
POINT OF BEGINNING
Tina Tember Vol. 5570, Pg. 1829 DRCCT
Todd O'Brien Hanson and Kimberly Mckenna co-trustees of the TKSL Tattoo Revocable Trust Doc. No. 20210422000818440 OPRCCT
Shirley Partners, LTD. Vol. 4496, Pg. 201 DRCCT
Texas Power & Light Co. Vol. 284, Pg. 483 DRCCT
Texas Power & Light Co. Vol. 291, Pg. 573 DRCCT
Larry Eugene Bonnell Vol. 5998, Pg. 3179 DRCCT
Larry Eugene Bonnell Vol. 5998, Pg. 3179 DRCCT
Southwestern Bell Telephone Co. Vol. 305, Pg. 468 DRCCT
Republic Title of Texas, Inc. Doc. No. 20240000159039 OPRCCT
Virginia Valley Electric Cooperative Vol. 851, Pg. 195 DRCCT
Virginia Valley Electric Cooperative Vol. 1151, Pg. 163 DRCCT
Collin County Soil Conservation District Vol. 1417, Pg. 599 DRCCT
Collin County Soil Conservation District Vol. 1417, Pg. 597 DRCCT
Texas Acquisitions LLC Doc. No. 20240000159039 OPRCCT
Peyton Family Partnership, Ltd. Doc. No. 20120809000997660 OPRCCT
Peyton Family Partnership, Ltd. Doc. No. 20120809000997660 OPRCCT
Tom Peyton & Linda Co. Vol. 284, Pg. 483 DRCCT
Tom Peyton & Linda Co. Vol. 291, Pg. 573 DRCCT
Adelphia Gas Collin County Gas Gathering System Vol. 4611, Pg. 3331 DRCCT
Gentilcore, Gallery & Gallery Gas Gathering System Vol. 4611, Pg. 3331 DRCCT
Jim Lee Vaden Vol. 5570, Pg. 1774 DRCCT
Tina Tember Vol. 5570, Pg. 1829 DRCCT
Collin County Soil Conservation District Vol. 1417, Pg. 597 DRCCT
Collin County Soil Conservation District Vol. 1417, Pg. 599 DRCCT
existing building
existing building
existing building

Exhibit C

Illustrative Layout



Open Space Summary		
	Central Green	±74 ac
	Preserved Tree Line	±8 ac
	East Detention with Floodplain	±15 ac
	Pocket Park	±10 ac
	Miscellaneous	±10 ac
	Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 – to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 – to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

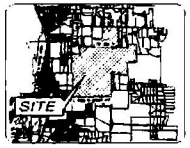
Land Use Description	Zoning Classification	Maximums	
		Single-Family (SF) DUs	Multi-Family (MF) DUs
Zone I (Residential)	SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC Maximum, single-unit Garden Homes and single-unit Townhomes	3,030	0
Zone II (Multi-Family Flex Tract)	Multi-Family (MF) or SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	160*	200*
Zone III (Mixed-Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District	–	600**
Zone IV (A) (Multi-Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District	–	–
Zone IV (B) (Multi-Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi-Family (MF) District	–	–
Zone IV (C) (Multi-Use)	Local Commercial (C-1) District, Single Family Residential (SF-20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District	–	–
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards	–	–
	TOTAL	3,190	800

* Indicates that use can be converted between single-family and multi-family as noted in the Development Standards Exhibit D.

** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.

– Indicates that maximums are to be determined by site plans and plats as development occurs.

Note: Non-Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D.



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT C - ILLUSTRATIVE LAYOUT

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

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Exhibit D

Development Standards

Exhibit D
Development Standards

TABLE OF CONTENTS:

SECTION 1. ADMINISTRATION
SECTION 2. USE CRITERIA BY ZONE
SECTION 3. OPEN SPACE STANDARDS
SECTION 4. AMENITIES
SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS
SECTION 6. ZONING ORDINANCE MODIFICATIONS
SECTION 7. ZONING SITE DESIGN CHANGES
SECTION 8. ZONING LANDSCAPING CHANGES
SECTION 9. ARTICLE 9.05 SIGN ORDINANCE
SECTION 10. DEFINITIONS
SECTION 11. ATTACHMENTS

SECTION 1. ADMINISTRATION

A. Interpretation

In the event of any conflict between the City Regulations and the development standards on this **Exhibit D**, the development standards on this **Exhibit D** shall control. The project shall abide by all City regulations, as amended herein.

B. Illustrative Plan - Exhibit C

The subject property, referred to herein as the "Site", shall generally develop per **Exhibit C**, the Illustrative Plan. The Illustrative Plan displays the general location and configuration of land uses, arterial and collector roads, and other area features. Exhibit C shall serve as the Concept Plan to inform future Preliminary Site Plans.

C. Administrative Modifications

Modifications to the Illustrative Plan, **Exhibit C,** shall be administered per the thresholds in Table 1.. Preliminary Site Plans shall be administered per the thresholds in Table 1. Minor Amendments shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. Major Amendments shall require approval of the Planning and Zoning Commission and City Council. Major Amendments shall require a complete amended and restated Planned Development District document rather than a brief amendment that refers to the original Planned Development District document.

Table 1: Major and Minor Amendments

Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of the Planned Development District	Modification greater than 10% to the numerical standards of the district
Throughfares and Blocks may be modified while maintaining the general throughfare connectivity as depicted in **Exhibit C**.	Any change that does not maintain connectivity as generally depicted in **Exhibit C**.
Modification of the anticipated order of development for the overall property	N/A
Modifications to approved Street Cross-Sections to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian and bike traffic, and modify on-street parking configuration	N/A

D. Applicability of Subdivision Ordinance, Design Standards and Zoning Ordinance

The subject property is intended to be an architecturally and culturally significant tract of land that is meaningfully located along two regionally significant east-west thoroughfares and just east of Downtown Anna. Except as otherwise provided in these Development Standards (**Exhibit D**), the City's subdivision ordinance, design standards and zoning ordinance in effect at the time of the written approval of this Planned Development shall apply.

SECTION 2. USE CRITERIA BY ZONE

The site shall be developed according to applicable city regulations as amended herein to the Zones as depicted in **Exhibit C**. The Site is divided into six zones with distinctive characters and uses permitted in each Zone as described herein.

A. Zone I - Residential Tracts

1. Permitted Uses

The tracts shown on **Exhibit C** as Zone I shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in any of the following zoning districts: SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District uses as outlined herein, Garden Home Unit, Townhome Unit and Mixed-Use (MU) District. Additionally, school uses and Civic/City uses are permitted within the Residential Tracts. These tracts shall include outdoor amenitization of the adjacent open space and detention areas.

2. Lot Type Criteria

A maximum of 3,030 dwelling units may be attached or detached. Within Zone I the 3,030 dwelling unit product mix shall be allocated in accordance with the following proportional limitations:

Table 2: Lot Type Allocation

Lot Type	Zoning Designation	Site Approx. Lot Width	Unit Mix Thresholds
A	SF-20	100'	A Minimum of 6% of total lots in Zone I
B	SF-14.5	100'	
C	SF-12.0	90'	A Minimum of 6% of total lots in Zone I
D	SF-10.5	80'	
E	SF-8.4	70'	
F	SF-7.2	60'	A Maximum of 60% of total lots in Zone I
G	SF-6.0	50'	
H	MD 40	40'	A Maximum of 30% of total lots in Zone I
I	MD Single-Family Attached (Townhomes)	25'	
J	MD Garden Homes	60'	

Note: To maintain a balance of lot types, the minimum percentage of Type A through E lots (in aggregate) will be at least 10% of the total number of lots indicated on City-approved Civil Plans to be measured at the point where an increment of 750 lots is triggered by the submission of Civil Plans for City Approval. The percentage of Type A through E lots in excess of 10% shall be counted

as a credit that will accumulate credit to the next 750 lot increment measure so that the measure is accounted for as a cumulative requirement. The Civil Engineering Plans for each Phase shall include a table that details this condition on a cumulative basis.

3. **Mixed-Use Node Criteria**
   A maximum of four (4) two-acre Mixed-Use Nodes ("Sherley Squares") at select locations within Zone I. Exact locations of Mixed-Use Nodes shall be indicated on a Preliminary Site Plan within the Zone I area as depicted on Exhibit C. Where a Mixed-Use Node is placed it shall replace the underlying zoning on the parcel in which it is used. If the Mixed-Use Node is not used the underlying zoning shall remain. These Mixed-Use Node locations shall maintain a 1,000' separation between individual Mixed-Use Nodes. The Mixed-Use Node locations shall be limited to either restaurant, retail, live-work or other service uses intended to provide more neighborhood services dispersed throughout the development. The Mixed-Use Nodes shall be developed according to the Mixed-Use (MU) District Dimensional Standards and shall be required to meet the parking requirements of the particular use developed with on-street parking, off-street parking or a mixture of both. On-street parking will be parallel.

B. Zone II - Multifamily (Flex Tract)

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone II shall be developed in accordance with either the Multi-Family Residential (MF) District or may revert to the Residential zoning district regulations permitted in Zone I as modified herein along with school uses and Civic/City uses. This tract shall include outdoor amenitization of the adjacent open space and detention areas. This tract shall be subject to a maximum multi-family dwelling unit count of 200 units.

2. **Unit Reallocation Criteria**
   Should this tract revert to one or more of the Residential zoning districts permitted in Zone I, the 200 Multi-Family units shall increase the 3,030 permitted dwelling units by 160 units to a revised total of 3,190 Single Family units. If developed as single family, the unit thresholds in **Table 2: Lot Type Allocation** of Zone I above shall apply.

3. **Site Plan Requirement**
   Development in Zone II requires Site Plan approval to ensure conformance with city development standards as modified herein.

C. Zone III – South Multi-Purpose Commercial Tract

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone III shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:
   - Regional Commercial (C-2) District:
     - All permitted uses
   - Light Industrial (I-1) District, limited to the following uses:
     - Batching Plant (Permitted as a Temporary Use)
     - Brewery/Distillery
     - Tasting Room
     - Self-Storage (Mini-Warehouse) Limited to 125,000 SF of ground-level floor area.
     - Commercial Kitchen
     - Food Truck Park
     - Greenhouse and Nursery
   - Multi-Family Residential (MF) District:
     - All permitted uses

  - Total Multi-Family units not to exceed 600 total units
  - Townhome Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
  - Duplex Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
  - Condos - limited to a maximum of unit count of 100
  - Multi-Family building types, other than Townhome Unit and Duplex Unit, limited to a maximum unit count of 400 Multi-Family Units
- Mixed-Density Residential (MD) District:
  - All permitted uses (including Single-Family Attached (single DU on single platted lot, including without limitation individual-lot townhome) and Two-Family Dwellings (single DU on single platted lot including without limitation individual-lot duplex)

2. Prohibited Uses

Prohibited Uses in Zone III include the following:

- Pawn Shop / Pay day loans
- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

3. Dimensional Standards

The Zoning Districts selected for Zone III shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023
- Multi-Family Residential (MF) District, as modified herein
- Mixed-Density Residential (MD) District, as modified herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Buffer Criteria:

Any permitted Light Industrial (I-1) use shall be buffered from being directly adjacent to for-sale single-family attached or detached housing by a buffer street, buffer use, or a landscape buffer.

- A Buffer street is a Collector or larger street;
- A Buffer use is either Multi-Family, Mixed-Use, Commercial, or Retail uses in-between Light Industrial uses and for-sale single-family attached or detached housing.
- A landscape buffer shall be a landscaped area of at least 25 feet in width along the common property line planted with one canopy tree for each 30 linear feet, provided that the spacing shall be reasonably expanded to accommodate a specific tree species requiring more spacing to promote long term health and growth.

5. Site Plan Requirement

Development in Zone III requires Site Plan approval to ensure conformance with city development standards.

D. Zone IV – North Multi-Purpose Commercial Tracts

1. Site Plan Requirement

Development in Zone IV and its sub-zones require Site Plan approval to ensure conformance with city development standards.

2. Zone IV(A)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(A) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Regional Commercial (C-2) District:
  - All permitted uses
- Light Industrial (I-1) District, limited to the uses following uses:
  - Batching Plant (Permitted as a Temporary Use)
  - Brewery/Distillery
  - Commercial Kitchen
  - Food Truck Park
  - Outdoor Storage
  - Feed and Farm Supply
  - Greenhouse and Nursery
  - Auto Repair (Heavy and Light)
  - Heavy Equipment Sales and Rentals
  - Athletic Field (Public and Private)
  - Community Center (Public and Private)
  - Country Club
  - Racetrack
  - Sport Shooting Range
  - Park
  - Commercial Cleaning Facility
  - Self-Storage (Mini Warehouse)
  - Wholesale Showroom Facility
  - Assisted Living Facility
  - Child Care Facility, Daycare
  - Community Home for Persons with Disabilities
  - Agriculture
  - Agritainment
  - Outdoor Storage and Display
  - Stable
  - Swimming Pool Private

b. Prohibited Uses

Prohibited Uses in Zone IV(A) include the following:

- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

c. Dimensional Standards

The Zoning Districts selected for Zone IV(A) shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

3. Zone IV(B)

a. Zone Vision

Zone IV(B)- is envisioned to be a primarily residential area surrounded by floodplain open space.

b. Permitted Uses

The tract shown on **Exhibit C** as Zone IV(B) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding zoning districts, unless otherwise stated:

- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Homes (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on a single platted lot)

c. Dimensional Standards

The Zoning Districts selected for Zone IV(B) shall be developed in accordance with their corresponding dimensional standards:

- Single Family Residential (SF-20.0) District, as modified herein
- Single-Family Cottage Residential District, as defined herein
- Multi-Family Residential (MF) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Zone IV(C)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(C) shall be developed in accordance with one or more of the following zoning district regulations, as modified herein, and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Local Commercial (C-1) District:
  - All permitted uses
  - Medical Care Facility
  - Childcare Facility, Daycare
- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Mixed Density (MD) Residential
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Home (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on single platted lot)

- Agricultural (AG) District:
    - All permitted uses
    - Agritainment
    - Itinerant Vendor
    - Farmer's Market
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Tasting Room
    - Commercial Kitchen
    - Food Truck Park
    - Greenhouse and Nursery
    - Feed and Farm Supply
    - Bar
    - Private Club
- Mixed Use Development
    - All permitted uses

b. Dimensional Standards

The Zoning Districts selected for Zone IV(C) shall be developed in accordance with their corresponding dimensional standards:

- Local Commercial District (C-1), as modified herein
- Single Family Residential (SF-20.0) District, as modified herein
- Single Family Cottage Residential District, as modified herein
- Mixed Density (MD) Residential, as modified herein
- Multi-Family Residential (MF) District, as defined herein
- Agricultural (AG) District, as defined herein
- Light Industrial (I-1) District, as defined herein
- Mixed-Use (MU) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

E. Zone V - The Farm

1. Zone Vision

The Farm is envisioned to be an agricultural reserve with agricultural focused commercial activities.

2. Permitted Uses

Tracts shown on **Exhibit C** as Zone V shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning district, unless otherwise stated:

- Section 9.04.028 land use table AG uses already permitted by right
- Agritainment
- Artist Studio
- Bar
- Brewpub
- Food preparation and sales
- Food Truck Park
- Grocery Store
- Mixed-Use (MU)
- Restaurant and tasting room
- Outdoor Dining
- Farmer's Market

- On-Site Residence for Farmer
- Multi-Family (Permitted with SUP)
- Hotel (Permitted with SUP)
- Brewery/Distillery (Permitted with SUP)
- Childcare facility (Permitted with SUP)

3. **Prohibited Uses**
   Prohibited Uses in Zone V include the following:
   - Feedlot
   - Mobile Home / Manufactured Homes with chassis and wheels (personal property)
   - Wind Energy Conversion System
   - Country Club
   - Golf Course
   - Carport
   - Concrete Batch Plant
   - Flea Market
   - Seasonal Roadside Stand

4. **Dimensional Standards**
   The Zoning Districts selected for Zone V shall be developed in accordance with their corresponding dimensional standards:
   - Agricultural (AG) District, as defined herein
   - Local Commercial District (C-1), as modified herein
   - Mixed-Use (MU) District, as defined herein

   If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

5. **Site Plan Requirement**
   Development in Zone V requires Site Plan approval to ensure conformance with city development standards.

SECTION 3. OPEN SPACE

A. Vision

The vision for the community includes extensive open space and activation of detention areas with concrete trails and single-loaded streets that preserve the public view of the natural beauty. The pocket parks are intended to provide valuable open space within walking distance of most residential units, provide passive and moderately active recreational opportunities including, but not limited to, open play areas, natural interpretive areas, neighborhood playgrounds, children's water play areas, and small neighborhood gathering spaces. The central green is intended to create a natural scenic connection through the center of the community and shall consist of trails, natural landscaping, usable open space, and ponds that are reflective of the native environment. The open space requirements in 9.04.029(d) (3) shall not apply to Mixed-Density Residential types, multifamily units or residential uses in Zones II, III, IV and V, as the open space provided in Zone I is to serve the needs for the entire development Site.

B. Required Elements

Open space, that is publicly accessible, whether owned and maintained by the City of Anna, the Owners Association, or other ownership entity, shall count toward the minimum open space requirement. The open space and amenities identified in this section and the Open Space and Trails **Exhibit J** satisfies the open space and park requirements for the Site in its entirety and no park acquisition or development fees are applicable. The open space for the Site shall include:

1. A regional trail running north / south through the project along the primary open space areas which will include trailheads.
2. Incorporation of pocket parks and activated open space throughout the community, as generally shown on the Illustrative Plan. The size and location of pocket parks and activated open space shall be generally delineated on a Preliminary Site Plan and then finalized through the platting process. Pocket parks and activated open space may be spread across multiple locations within the Zone provided the overall amount of the requirement is met as depicted on **Exhibit C.**

C. Maintenance

Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other ownership entity unless otherwise dedicated to the City. The property owner, Owners Association, or other ownership entity may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the Open Space.

SECTION 4. AMENITIES

Amenity Centers shall be located on a private lot and shall not count towards any open space requirement.

A. One large amenity center to be located in Phase 1 including, at a minimum: an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 300th single family building permit.

B. A second amenity center on the southern side of the community, including at a minimum: an amenity center building, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 1,750th single family building permit.

SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS

A. Revise 9.02.081.a to read:

The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the city's comprehensive plan and design standards and shall be considered in their relation to the following, whether the streets are within the city, or within its ETJ area. Street sections presented in this **Exhibit D** shall supersede any other City of Anna ordinances or standards.

B. Revise 9.02.081.c.4 to read:

Approach streets and access.

All subdivisions must have at least two points of vehicular access and must be connected via improved streets (streets that meet the city standards) to the city's improved thoroughfare and street system by one or more approach streets of such dimensions and improved to such standards as required herein. All residential subdivisions, with the exception of multifamily dwellings and single-unit or duplex unit park developments, shall provide no less than one entrance for each 50 lots including stubs for future development. ~~and in no case shall have more than 150 lots for each connection to an existing street.~~

C. Revise 9.02.081.c.5.A to read:

Off-site and adjacent improvements based on traffic impact analysis (TIA) of project specific impacts.

a. If in the opinion of the City Engineer or Director of Development Services, sufficient vehicular access and street capacity approaching and adjacent to the subdivision is not available to serve the proposed subdivision, the city may require the developer to provide a traffic impact analysis ("TIA") of the proposed development. ~~Such TIA when required shall be submitted to the City as part of the preliminary~~

~~plat application.~~ Based on the TIA, necessary improvements attributable to the proposed development may be incorporated into the development plans at the discretion of city staff.

D. Revise 9.02.081.L.1 to read:

Street section requirements.

Typical street sections shall be based upon projected traffic volume, existing soil conditions, and drainage condition and requirements. Street right-of-way widths, pavement widths, and median widths shall be as shown on ~~the comprehensive plan, in the City's design standards, and shall specifically be as specified in Division 9, Table 1.~~ **Exhibit D** in the Development Agreement.

E. Revise 9.02.081.o.1 to read:

Maximum and minimum length of block or street segments.

The maximum length of any block or street segment, ~~including~~ excluding looped streets, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet. except in a key lot scenario, as measured along the street centerline and between the point(s) of intersection with other through streets. The minimum block length for a horseshoe street shall be 260 feet. A cul-de-sac or dead-end street shall not be considered a through street and shall not exceed 600' in length for Lot Types F through J, but otherwise shall not exceed 900' in length. The block length is not measured along the side of a block that does not include the front of any lot.

F. Revise 9.02.081.t.1 to read:

Residential driveways.

Residential driveway cuts shall not be allowed on streets that are larger than a neighborhood (50-foot right-of-way) or residential collector street (60-foot right-of-way). ~~Residential driveways shall be at least 30 feet from any intersection.~~ For corner lots residential driveways shall be located on the opposite side of the lot from the intersection. Rear and side driveway access to collector and thoroughfare streets shall be prohibited.

G. Revise 9.02.083.b to read:

Residential alleys.

~~In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement.~~ Alleys in residential districts shall provide a Right-of-way and pavement width in compliance with the street sections presented in **Exhibit D** of the Development Agreement.

H. Revise 9.02.086.a.1 to read:

Pedestrian concrete walkways (sidewalks) not less than the following width shall be provided along both sides of newly constructed streets as follows:

Street Type	Sidewalk Width
Arterial	6 feet
Divided and undivided collector	6 feet
Neighborhood collector	6 feet
Local residential	~~6~~5 feet

I. Revise 9.02.087.e to read:

Double frontage lots.

Residential subdivisions with double frontage lots shall be avoided, except where they may be essential to provide separation from arterial or collector streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Where lots have double frontage, appropriate building setback lines shall be established for each street side, and rear yard screening shall be provided in accordance with section 9.02.167 of this article. Except as provided within this subsection, residential lots shall not back onto any residential street or collector street within a residential area or neighborhood. ~~and shall not have more than ½ of their perimeter boundaries along streets~~

J. Revise 9.02.087.g to read:

Residential lot depth.

(1) No lot shall be platted less than 100 feet in depth unless located within the mixed density residential (MD) District, the downtown (DT) District, applicable planned development (PD) District, or districts where minimum lot depth is N/A.

(2) Lots facing or backing on arterial or collector roadways (rights-of-way greater than 60 feet), shall be at least 10 feet deeper than the minimum required depth of lots facing the local streets within the development. This depth is in addition to the minimum 20-foot-wide landscape buffer requirement for residential developments when adjacent to arterial and collector roadways. If a landscape buffer of 30' or deeper is provided, the requirement for a 10' deeper residential lot shall not apply.

K. Revise 9.02.087.b to read:

Minimum frontage on a public street.

Each lot on a subdivision plat shall front onto a dedicated, improved public street or HOA owned open space lot, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All single family detached lots shall have a minimum of 40 feet of frontage as measured at the front building setback line fronting a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district. Lots that front onto an HOA-owned open space lot shall have access to a dedicated, improved public alley.

L. Revise 2.14.A of the City of Anna Design Standards Manual to read:

Residential: Residential driveways to serve two car garages shall be not less than eleven (11) feet nor more than ~~twenty (20)~~ twenty-two (22) feet in width at the property line. The width of the driveway will be larger at the garage for a three car (width to be maximum of twenty-eight (28) feet). Shared driveways and garages larger than three cars shall be a case-by-case basis as may be approved administratively by city staff. Residential driveways shall be separated from one another by a distance of at least ten (10) feet. The radii of all residential driveway returns shall be a minimum of five (5) feet and shall not extend past the adjoining property line. ~~The driveway approaches devoted to one use shall not occupy more than sixty percent (60%) of the frontage abutting the roadway or alley.~~

SECTION 6. ZONING ORDINANCE MODIFICATIONS

A. Sec. 9.04.010 Single-Family Residential (SF-20.0) District (Type A Lot)

(a) Purpose. The Single-Family Residential (SF-20.0) district is designed to accommodate a single-family residential development lot design on approximately half-acre (1/2 acre) lots. The district may be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-20.0) district shall follow Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards, as modified.

Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards – Type A

Single-Family Residential (SF-20.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	20,000 square feet average 15,000 square feet minimum
B	Lot Width (min.) as measured at front building setback line	100 feet
C	Lot Depth (min.)	150 feet
D	Lot Coverage (max.)	40%

Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-20.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

B. Sec. 9.04.011 Single-Family Residential (SF-14.5) District (Type B Lot)

(a) Purpose. The Single-Family Residential (SF-14.5) district is designed to accommodate a single-family residential development design on roughly one-third acre (⅓-acre) lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living Place Type.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-14.5) district shall follow Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards, as modified.

Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards – Type B

Single-Family Residential (SF-14.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	14,500 square feet Average 12,150 square feet minimum
B	Lot Width (min.) as measured at front building setback line	90 feet
C	Lot Depth (min.)	135 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		

Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-14.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

C. Sec. 9.04.012 Single-Family Residential (SF-12.0) District (Type C Lot)

(a) Purpose. The Single-Family Residential (SF-12.0) district is designed to accommodate single-family residential development on roughly quarter-acre (¼-acre) lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-12.0) district shall follow Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards, as modified.

Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards – Type C

Single-Family Residential (SF-12.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	12,000 square feet average 9,600 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	80 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-12.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the

right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

D. Sec. 9.04.013 Single-Family Residential (SF-10.5) District (Type D Lot)

(a) Purpose. The Single-Family Residential (SF-10.5) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in Single-Family Residential (SF-10.5) district shall follow Table 6: Single- Family Residential (SF-10.5) District Dimensional Standards, as modified.

Table 6: Single-Family Residential (SF-10.5) District Dimensional Standards – Type D

Single-Family Residential (SF-10.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	10,500 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-10.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

E. Sec. 9.04.014 Single-Family Residential (SF-8.4) District (Type E Lot)

(a) Purpose. The Single-Family Residential (SF-8.4) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-8.4) district shall follow Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards, as modified.

Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards – Type E

Single-Family Residential (SF-8.4) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	8,800 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-8.4) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

F. Sec. 9.04.015 Single-Family Residential (SF-7.2) District (Type F Lot)

(a) Purpose. The Single-Family Residential (SF-7.2) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-7.2) district shall follow Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards, as modified.

Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards – Type F

Single-Family Residential (SF-7.2) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	7,500 square feet average 7,200 square feet minimum
B	Lot Width (min.) as measured	60 feet

	at the front building setback line	
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-7.2) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

G. Sec. 9.04.016 Single-Family Residential (SF-6.0) District (Type G Lot)

(a) Purpose. The Single-Family Residential (SF-6.0) district is designed to accommodate single-family residential development on relatively smaller lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-6.0) district shall follow Table 9: Single-Family Residential (SF-6.0) District Dimensional Standards, as modified.

***Table 9: Single-Family* Residential (SF-6.0) District Dimensional Standards – Type G**

Single-Family Residential (SF-6.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	6,300 square feet average 6,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	100 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 10 feet
F	Rear Yard (min.)	20 feet

G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-6.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

H. Sec. 9.04.017 Mixed-Density Residential (MD) District

(a) Purpose. The Mixed-Density Residential (MD) district provides medium-density residential development with diversified housing choices. This district encourages a mix of single-family and two-family residential uses and incentivizes community amenities to form compact, accessible, and walkable neighborhoods. This district implements the character and intent of the Comprehensive Plan's Urban Living PlaceTypes. The Mixed-Density District is defined on the Site to consist of four sub-types: Type H (40 Foot SF), Type I (Single Family Attached including invidual-lot townhome), Two-Family Dwelling (including individual-lot duplex), Type J (Garden Homes).
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Mixed-Density Residential (MD) district shall follow Table 10: Mixed-Density Residential (MD) District Dimensional Standards, as modified.
(d) Special Regulations.
(1) The Mixed-Density Residential (MD) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Zero lot line, 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.
(4) Alley loaded garage setbacks (from the alley) shall be measured from the garage door to the edge of pavement of the alley or mews street. The distance shall be either 1) between 3 to 5 feet or 2) more than 20 feet.
(5) Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
(6) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.
(7) Any Mixed-Density Residential Unit shall:
- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

Table 10-A: Mixed-Density Residential (MD) District Dimensional Standards – Type H (40 Foot SF)

Mixed-Density Residential (MD) District Dimensional Standards **Type H (40 Foot SF)**

Lot Requirements		
A	Lot Area ~~(min.)~~	4,500 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	40 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	65%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet, See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-B: Mixed-Density Residential (MD) District Dimensional Standards – Type I (Single-Family Attached – single DU on single lot including without limitation individual-lot townhome)

Mixed-Density Residential (MD) District Dimensional Standards **Type I (Single-Family Attached – single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	2,200 square feet average 2,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-C: Mixed-Density Residential (MD) District Dimensional Standards – Two-Family (single DU on single lot including without limitation individual-lot duplex)

Mixed-Density Residential (MD) District Dimensional Standards **Two-Family (single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	4,400 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-D: Mixed-Density Residential (MD) District Dimensional Standards – Type J (Garden Homes – single DU on single lot)

Mixed-Density Residential (MD) District Dimensional Standards **Type J (Garden Homes – single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	3,300 square feet average 2,800 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	60 feet
C	Lot Depth (min.)	50 feet
D	Lot Coverage (max.)	60%
Setback Requirements		
E	Front Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
F	Rear Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet (only if facing City Street)
Building Requirements		
J	Building Height (max.)	40 feet

Additional Applicable Requirements within the Zoning Ordinance	
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

I. Single-Family Residential (Cottage Home District)

(a) Purpose. The Single-Family Cottage Residential district is designed to accommodate a single-family residential development of detached units on individual lots. The Cottage homes are intended to be situated adjacent to a shared open space. The district can be appropriately located near agricultural, commercial, and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential PlaceType.

(b) Development in Single-Family Residential (Cottage Home District) requires Site Plan approval to ensure conformance with city development standards.

(c) Dimensional Standards. Development in the Cottage Home district shall follow the Dimensional Standards, as modified.

Single-Family Cottage Residential District Dimensional Standards

Single-Family Cottage Residential District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	1,800 SF
B	Building Separation (min.)	10 feet
C	Lot Depth (min.)	45 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	5 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Cottage homes shall provide 1.75 parking spots per unit which can be provided as off-street parking and/or on-street parking.

(2) Not be manufactured or mobile homes with chassis and wheels Zero lot line

(3) 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Any Single-Family Cottage Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

J. Sec. 9.04.018 Multifamily Residential (MF) District

(a) Purpose. The Multifamily Residential (MF) District provides for high-density residential development, targeting well-designed multifamily uses serving as a transition between medium-density residential development and commercial nodes. This district encourages multifamily uses with site development characteristics that accommodate open space and access to light and air. This district implements the character and intent of the comprehensive plan's urban living place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Multifamily Residential (MF) District shall follow Table 11: Multifamily Residential (MF) District Dimensional Standards, as modified.

(d) For the avoidance of doubt, MF District includes the following uses if multiple dwelling units are located on a single lot: Townhome Unit, Duplex Unit, Cottage Home Unit and Condominium Unit.

Table 11: Multifamily Residential (MF) District Dimensional Standards

Multifamily Residential (MF) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	5,000 square feet
B	Lot Width (min.)	50 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	25 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(e) Special Regulations.

(1) Minimum lot areas for attached single-family and two-family dwellings shall be 2,400 square feet per dwelling unit.

(2) Lot widths for a lot containing attached single-family and two-family dwellings shall be no less than 20 feet per ground floor unit plus side yard requirements.

(3) No lot containing multifamily dwelling units shall contain less than 10,000 square feet.

(4) No lot containing a single-unit or duplex unit park shall contain less than 20,000 square feet.

(5) No building in a single-unit or duplex unit park, attached single-family dwelling, two-family dwelling, or townhome unit shall exceed a height of 40 feet.

(6) Any building with multiple stories and greater than 40 feet tall shall comply with the regulations specified in section 9.04.041(h).

(7) When a multifamily dwelling exceeds one story in height, an automatic sprinkler system shall be installed in accordance with existing fire codes and each building shall have two points of entry or exit.

(8) The maximum density for a multifamily dwelling is 100 units per acre.

(9) The maximum density for a townhome unit or single-unit or duplex unit park is 18 units per acre

(10) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(11) Any Townhome Unit, Cottage Home Unit, Condominium Unit or Duplex Unit shall:

- Have permanent foundations
- May utilize modular construction

- Not be manufactured or mobile homes with chassis and wheels

(12) A Multi-Family development, including Townhome Unit, Cottage Home Unit, Condominium Unit, and Duplex Unit projects, may choose to satisfy the open space requirements as currently detailed in 9.04.029(c)(b) or may choose to provide open space equal to 15% of the gross development acreage which can be met with one or more of the following options:

- Usable open space and landscape buffers which can include floodplain at no greater slope than 4:1 shall receive a 1:1 square foot credit. Trails and other improvements can be collocated within the usable open space/landscape buffers and shall receive the credit as noted in the following bullets.
- Hardscape improved areas such as equipped children's play areas, pool/spa, dog park, trails, and other similar improvements shall receive 3:1 square footage credit
- Amenities such as amenity centers, gym facilities, and other similar amenities shall receive 3:1 square footage credit

OFT

K. Sec. 9.04.020 Regional Commercial (C-2) District

(a) Purpose. The Regional Commercial (C-2) District provides for medium- to large-scale development of retail, service, entertainment, and office necessary for a regional market. This district primarily facilitates commercial development, like big box and anchor retailers and intensive shopping strip centers that are automobile-oriented and generate high traffic counts. This district implements the character and intent of the comprehensive plan's regional activity center place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Regional Commercial (C-2) District shall follow Table 13: Regional Commercial (C-2) District Dimensional Standards, as modified.

Table 13: Regional Commercial (C-2) District Dimensional Standards

Regional Commercial (C-2) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	10,000 square feet
B	Lot Width (min.)	60 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Any building with multiple stories and greater than 35 feet tall shall comply with the regulations specified in section 9.04.041(h)

(2) Bar Separation Standard. With respect to Regional Commercial (C-2) and Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law.

(3) Section 9.04.032(b)(3)(B) shall not apply to Zone III.

(4) Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.

- Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
- Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

L. Mixed-Use Nodes ("Sherley Squares")

(a) Purpose. The four permitted Mixed-Use Nodes are intended to provide amenities and services at the neighborhood scale. Retail located within these areas should be responsive to its residential context. The Mixed-Use Nodes shall be located on sites not more than two acres, with a building height maximum of two stories and separated by 1,000 feet from another Mixed-Use Node.

(b) Uses. Permitted uses shall include the uses from the Local Commercial (C-1) District.

(c) Dimensional Standards. Development in the Mixed-Use Nodes District shall follow the following Dimensional Standards.

Mixed Use Nodes (Sherley Squares) Criteria

Mixed-Use Nodes District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	N/A
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	15 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Frontage Buildout (min.)	50%
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 –Performance Standards

(d) Special Regulations.

- Bar Separation Standard. Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law. Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.
  - Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
  - Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

SECTION 7. SITE DESIGN REQUIREMENTS

A. Revise Sec. 9.04.042 Site Design Requirements to read:

(a) Purpose. The purpose of this Section is to establish minimum standards for the appearance of development and corresponding site elements that are recognized as enhancing property values and that are in the interest of the general welfare of the City.

(b) Applicability. This section applies to all single-family, two-family, multi-family, mixed-use, and non-residential developments for new construction. All development shall comply with the requirements established by the Anna Fire Marshal.

(c) **Single-Family Residential Standards**. Residential structures in Zones I & II shall conform to the following residential design standards.

(1) **FOR LOT TYPES A (1/2 acre lots), B (100' lots), C (90' lots) and D (80' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of seventy-five percent (75%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 25% of the homes on lot types A, B, C and D may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided on the first floor that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) **FOR LOT TYPES E (70' lots), F (60' lots), G (50' lots), H (40' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 35% of the homes on lot types E, F, G and H may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(3) **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Lot.

(4) **Chimneys**. All exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

(5) **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed.

(6) **Windows**.

i. All window framing shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

ii. Window shutters may be used. Window shutters shall be painted, stained wood, or fiberglass.

iii. No reflective window coverings or treatments shall be permitted.

(7) **Garage Doors.** Garage doors shall be constructed of either metal or wood.

(8) **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

(9) **Placement of exterior materials.** Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed. The Director of Development Services shall have final approval of any residential elevation submitted for construction.

(10) **Alternate stucco architecture**. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.

(11) **Building Articulation.** At least four facade articulation techniques are required on each single-family dwelling to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(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 corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances

- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(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 50 square feet.

(D) The installation of at least two (2) coach lights.

(E) Other techniques for building articulation can be substituted if approved by the Director.

(12) **Roof Treatment** ~~Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(A) Structures constructed on all lots shall have a composition, slate, metal, clay tile or cement/concrete tile roof.

(B) The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

(C) Composition roof shingles must be laminated and have a minimum warranty of 30 years.

(D) The main roof pitch of visible roofs shall have a minimum slope of 6" in 12", exclusive of secondary roofs that include patios, porches, bay windows and other features that are accents of the structure and not part of the main roof. Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(E) Flat or negligible slope roofs are permitted.

(13) **Fenestration.** Windowless exterior elevations that face a public right-of-way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(14) **Garages.**

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.

(B) Front Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 5-car garage

iii. Garage Doors Facing Street: No more than 3 single-loaded doors are allowed to face the street. Any third street facing garage door must be recessed a minimum of three feet (3') from other garage doors.

iv. One Double Garage Door and One Single Garage Door allowed.

v. Three single garage doors; single garage door nearest to the adjacent side yard must be recessed a minimum of three feet (3') from other garage doors.

vi. Construction Material: Painted Metal, Wood, or Fiberglass

vii. Prohibited: Carports

viii. Exceptions: Tandems are allowed

(C) Rear Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 3-car garage tandem

iii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iv. Construction Material: Painted Metal, Wood, or Fiberglass

v. Prohibited: Carports

vi. Exceptions: Tandems are allowed

(15) **House Repetition / Plan Spacing.**

(A) Same Plan and same elevation can be repeated on the same side of the street every fourth (4^{th}) Lot (see A)

(B) Same Plan and same elevation cannot be repeated across the street or diagonal from any other plan (see B)

(C) Different plan with elevations considered the "same as" another plan and elevation on the same side of the street can be repeated third lot (see E)

(D) Different plan with elevations considered the "same as" another plan and elevation cannot be repeated across the street or diagonal from another plan (see F)

(E) Where a street ends in a cul-de-sac, each dwelling fronting the cul-de-sac shall have a different elevation.

Plan	Elevation	Street Side	# of Lots Between	Key
Same	Same	Same	3	A
Same	Same	Opposite	2	B
Same	Different	Same	2	C
Same	Different	Opposite	1	D
Different	Considered Same As	Same	2	E
Different	Considered Same As	Opposite	1	F

A	D	F	B	A			
F		C	D	E	C	B	E

Notes:

1) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster.
2) Documentation of lot repetition tracking shall be available from the Developer upon request from the City of Anna for verification as-needed.

(d) **Single-Family Attached (including without limitation individual-lot townhome), Garden Home, Two-Family Dwelling (including without limitiaton individual-lot duplex) and Cottage Home Standards**

(1) **FOR LOT TYPES I (Single-Family Attached), J (Garden Homes), Two-Family Dwelling and Cottage Homes:**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety the Garden Homes and Cottage Homes may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) Building Articulation. At least two facade articulation techniques are required on each detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(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 corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(B) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(C) Front porch of at least 50 square feet.

(D) The installation of at least two (2) coach lights.

(E) Other techniques for building articulation can be substituted if approved by the Director.

~~Roof Treatment. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(3) Fenestration. Windowless exterior elevations facing a public right-of-way or other highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(4) Garages.

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area. Two-Family Dwelling and Duplex Units are exempted from this requirement.

(B) Where used Front Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Construction Material: Painted Metal, Wood, or Fiberglass

iii. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed.

(C) Where used Rear Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iii. Construction Material: Painted Metal, Wood, or Fiberglass

iv. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed. Cottage Homes are not required to have an attached garage.

(5) Unit Repetition.

(A) Single family detached dwelling units with substantially identical exterior elevations can only repeat every four (4) units when fronting the same right-of-way, fire lane, or easement, including both sides of that right-of-way, fire lane, or easement as approved by Developers and secondary review by City as a part of building permit review.

(B) Single family detached dwelling units side by side or across each other within one unit (directly across or "caddy corner") shall not have substantially identical exterior elevations.

(C) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster, Two-Family Dwelling, and Duplex Units, and Cottage Homes and Cottage Home Units, not Single-Family Attached or Townhome Units

(D) For Two-Family Dwelling and Duplex Units and Cottage Homes and Cottage Home Units, project covenants will require (i) a variation in facade articulation (e.g., locations of porches, entrances, and recessed elevations) between immediately adjacent buildings, and (ii) that dwelling units with substantially identical exterior elevations can repeat only once every three (3) units when fronting the same street as approved by Developers and secondary review by City as a part of building permit review.

(E) For Single-Family Attached and Townhome Units project covenants will require a variation in exterior colors or materials between immediately adjacent buildings without requiring different elevations.

(e) **Nonresidential Standards.**

(1) Building Articulation.

(A) The front and two sides of all buildings shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations that are 60 ~~50~~ feet or longer in horizontal length require at least one ~~two~~ offset (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements.

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is generally required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) The front and two sides of all building elevations shall feature at least one facade offset (recess or projection) of at least five feet in depth for every 60 ~~50~~ feet of horizontal length.

(C) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature ~~of at least 50 square feet~~.

(f) **Mixed-Use Standards**

(1) Building Articulation.

(A) Buildings facing a local street shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(D) Columns and piers shall be spaced no farther apart than the height of the column or pier.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements. [Discuss]

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(C) Mansard roofs are prohibited.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Ground Floor.

(A) A mixed-use ~~development's ground or first floor is reserved for commercial uses, such as retail, office, and restaurant uses.~~ development shall have ground or first floor frontage and access reserved for commercial uses, such as retail, office, and restaurant uses. Partial use of the first floor for residential, and upper floor use of building for commercial, retail, office, and restaurant is at the discretion of the applicant.

(B) For those mixed-use developments incorporating live-work units, the first floor may be shared with residential and commercial uses.

(C) The ground floor shall have a minimum ceiling height of 14 feet if contains commercial.

(5) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) All building elevations shall feature at least two facade offsets (recess or projection) of at least five feet in depth for every 50 feet of horizontal length.

(C) All building elevations shall feature at least three distinct roof lines.

(D) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature of at least 50 square feet.

(E) Other similar architectural features as approved by the Director.

(6) Amenities.

(A) A mixed-use development shall provide a minimum of two amenities.

(B) The amenities below may be used to fulfill the requirements. Each amenity counts as one required amenity towards the requirements; however, multiples of the same amenity do not count towards the requirements. Additionally, to provide flexibility in development design, the Director may approve different amenities that agree with the purpose of this Sec. 9.04.042.

(i) Swimming pool (minimum 850 square foot surface area) with cooling deck (minimum ten feet wide in all areas);

(ii) Jacuzzi or hot tub area (minimum 50 square foot area);

(iii) At least two barbeque grills or one grill per 100 units, whichever is greater, with shaded seating areas, all barbeque grills shall be:

a. Serviced with propane or other gas, and

b. Be built into a structure incorporated into an adjacent amenity (i.e., pool or seating area)

(iv) Ramada(s), arbor(s), and/or trellis(es) covering at least 1,000 square feet of recreation space;
(v) A dog park that is at least 5,000 square feet in area that:
  a. Is enclosed by a minimum five-foot tall vinyl-coated chain link fence;
  b. Uses grass, wood chips, or a combination of the two as surface materials; and
  c. Provides at least one dog waste station that includes a bag dispenser and waste receptacle installed along the perimeter of the enclosure for every 2,500 square feet of the associated dog park.
(vi) Fitness center/weight room (minimum 500 square feet);
(vii) Business center (minimum 500 square feet); (viii)Media room (minimum 500 square feet).
(viii) A Plaza with hardscape features at least 3,000 square feet in area that is designed for use by, and to complement, the ground floor mixed-use
(ix) A civic center or other publicly accessible facility (e.g., reading room)

SECTION 8. ZONING LANDSCAPING CHANGES

Revise 9.04.045 Landscaping to read:

(1) Residential Development.
  (A) Generally.
    (i) Applicants are required to plant the amount established in Table 27: Residential Planting Requirements per lot prior to obtaining a certificate of occupancy.
    (ii) Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.
  (B) Requirements.
    (i) Trees selected from the canopy tree list in this Section shall be planted on all single-family and two-family lots.
    (ii) At least one of the trees must be placed in the front yard of the lot. A street tree shall be considered a front yard tree.
    (iii) For all residential properties, common areas, and open space lots, applicants are required to plant one canopy tree per 40 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.
    (iv) The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of 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. If a street tree agreement is in place then those trees will count towards the totals in Table 27:Residential Planting Requirements. Street trees may be canopy trees. To accommodate modified Mixed-Density Residential types the requirement shall follow the following standards:
      a. Garden Homes: One canopy tree per unit for homes not fronting on the street. Street fronting units shall utilize the street tree to meet the yard tree requirement.
      b. Two-Family Dwelling: One tree per two attached Two-Family units shall satisfy the Two-Family front yard planting requirement.
      c. Cottage Homes: One canopy tree or one ornamental tree for every two units.
      d. Single-Family Attached: One Canopy Tree for every two Single-Family Attached units.
    (v) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to the landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Revise 9.04.045.d.12 to read:

~~No tree shall be plated closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.~~ Tree planting in proximity to right-of-way shall be governed by the street tree exhibits included in **Exhibit D** of the Development Agreement.

SECTION 9. ARTICLE 9.05 SIGN ORDINANCE

1. **Section 9.05.018 Detached Signs**

(d) Subdivision Entry Signs

Definition.

(1)

Subdivision Entry Sign. A sign which may be a freestanding monument or attached to a subdivision wall located at the entry of a platted subdivision from a local, collector, or arterial street.

(2) Standards.

Generally. Table 3-7 establishes the standards for subdivision entry signs.

Table 3-7: Subdivision Entry Sign Standards

Sign District → Requirement ↓	**AE**	**SF**	**MR**	**CM**	**MU**	**DT**	**IN**
General							
Allowed?	Y	Y	Y	N	Y	N	Y
Permit Required?	Y	Y	Y	--	Y	--	Y
Number per entrance (max.)	1	2	2	--	2	--	2
Dimensions							
Sign Area (max.)	150 sf	200 sf	150 sf	--	~~150 sf~~ 200 sf	--	150 sf
Sign Height (max).	6 ft	~~6 ft~~ 15 ft	6 ft	--	~~6 ft~~ 15 ft	--	8 ft

Setbacks							
From ROW	5 ft	5 ft	5 ft	--	5 ft	--	5 ft
Features							
Electronic Message Center	N	N	N	--	N	--	N
Changeable Copy	N	N	N	--	N	--	N
Channel Letters	Y	Y	Y	--	Y	--	Y
Internal Illumination	N	N	N	--	N	--	N
External Illumination	Y	Y	Y	--	Y	--	Y
Halo Illumination	Y	Y	Y	--	Y	--	Y
Additional Information							
Key	Y = yes, a permit is required or the feature is allowed | N = no/ not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply						
Sign District Summary	AE = AG district and ETJ | SF = SF-20.0- SF-6.0 districts | MR = MD and MF districts | CM = C-1 and C-2 districts |MU = MU district | DT = DT district | IN = I-1 and I-2 districts						

(B) Number and Location

(i) Two (2) subdivision entry signs may be located at the intersection of a collector or arterial street and an entry street or private driveway into a subdivision. ~~The signs shall be configured as follows.~~

a. ~~Two (2) signs with one (1) sign face each located on opposite sides of the entry street private driveway;~~

~~b. One (1) sign with two (2) faces located within a landscaped areas dividing two (2) one-way entry streets or private driveways;~~

~~c. One (1) sign located on one (1) side of the entry street or private driveway; or~~

~~d. One (1) sign located on an archway above the entry street or private driveway~~

(ii) Subdivision entrances from a right-of-way greater than 60 feet shall require signage. Secondary entrance connecting to other neighborhoods may be allowed but are not required.

(C) Design and Installation.

(i) Subdivision entry signs shall be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(ii) All subdivision entry signs shall be landscaped around the base of the sign in an area equal to four square feet for each square foot of sign areas. In case where the location of the sign could not accommodate such landscape areas, the area may be reduced up to 50% at the Directors' discretion.

(iii) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground

SECTION 11. DEFINITIONS

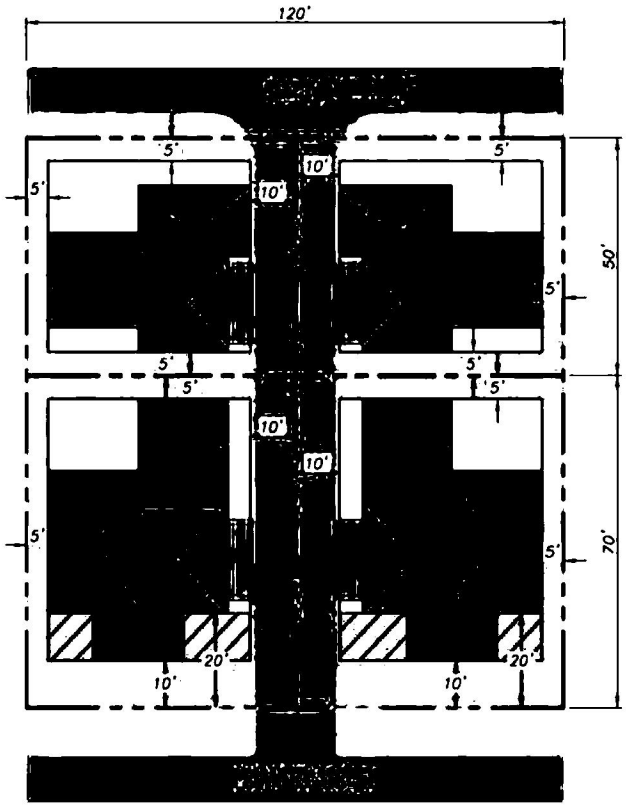
Sec. 9.04.081 Land Use Terms

Agritainment:

Events and activities that allow for education, culinary experiences, recreation, entertainment, and tourism that is in conjunction with on-going agricultural activities on-site (examples include corn mazes, hayrides, classes, food festivals and petting zoos).

Garden Homes:

A configuration of single family detached units that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure with approximate dimensions and attributes.



Garden Home Unit:

A configuration of single family detached units, on a shared lot, that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure above with approximate dimensions and attributes except that for a Garden Home Unit it would be a single shared lot.

Mini-Warehouse/Public Storage:

~~A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.~~

A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease.

The conduct of sales, business, or any activity other than storage or ancillary goods and services (e.g., insurance, moving boxes, tape or other equipment) shall be prohibited within any individual storage unit.

Shared Workspace:

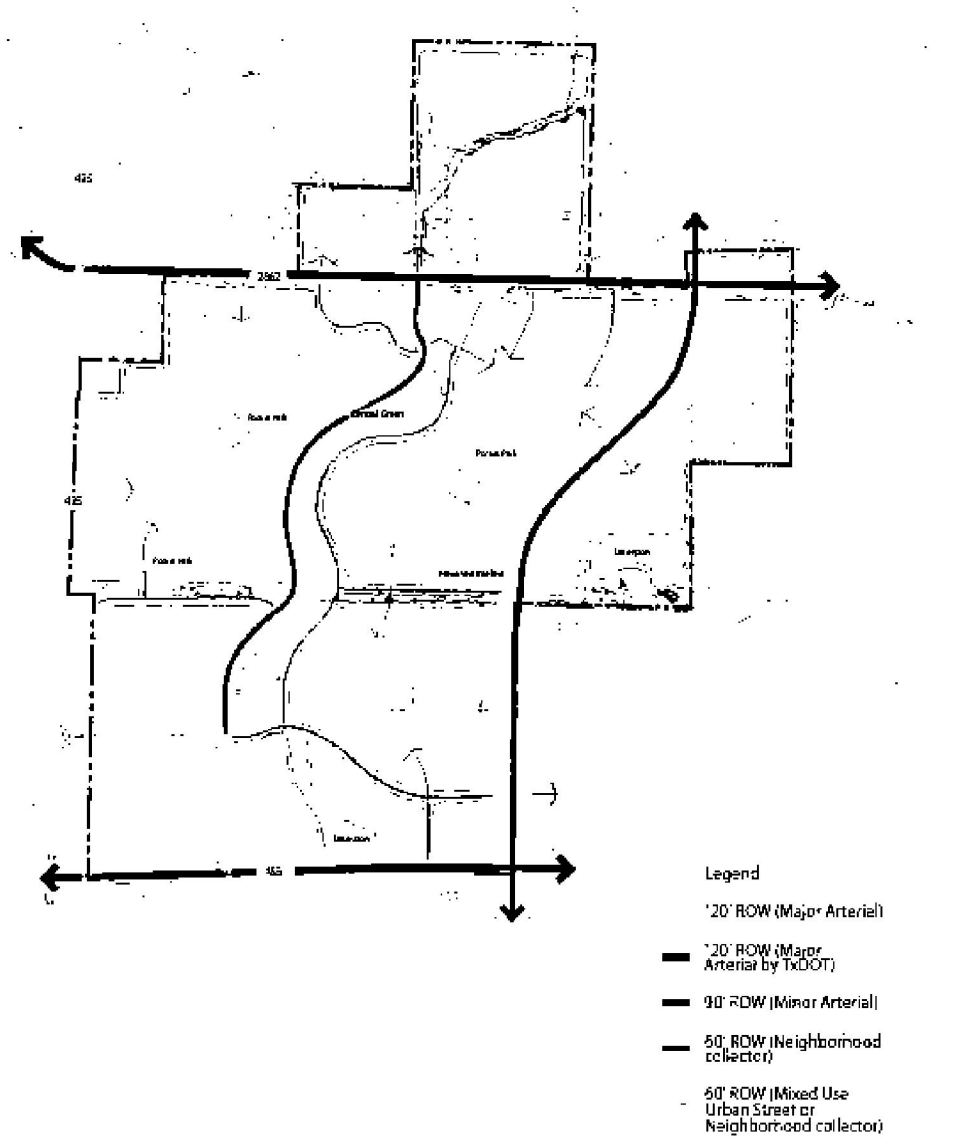
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

Cottage Home Unit:

A configuration of single family detached units, on a shared lot, with the same architectural style as the Cottage Home Residential District.

SECTION 11. ATTACHMENTS

A. Attachment Road Network and Street Sections



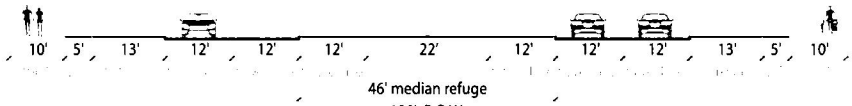
TBG Sherley Farms street section map

Anna, Texas
04/25/24

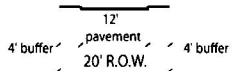
The information shown is conceptual and is subject to change as part of future construction plans and platting submittals. Street classifications and alignments are subject to future traffic studies (traffic impact analysis (TIAs).

TBG
2001 Bryan St Suite 1450
Dallas Texas 75201
(214) 744 0757 tbgpartners.com

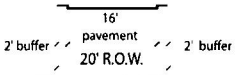
0 800' 1600'



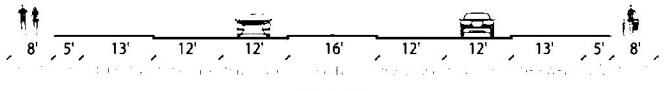
46' median refuge
120' R.O.W.
Major Arterial



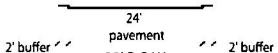
Residential Alley



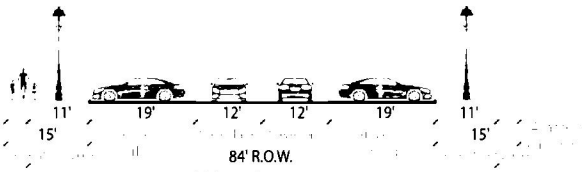
Commercial Alley



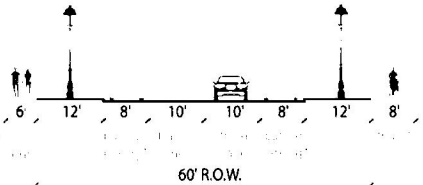
90' R.O.W.
Minor Arterial



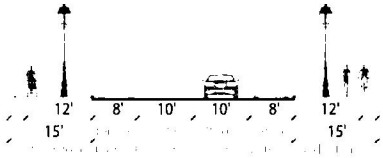
Mews Alley



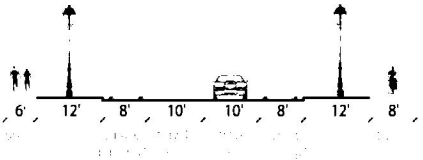
84' R.O.W.
Urban Avenue*



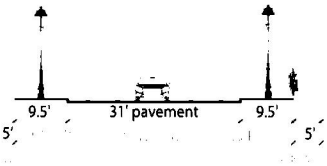
60' R.O.W.
Neighborhood Collector



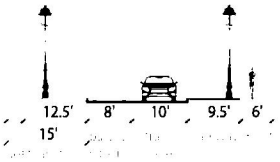
60' R.O.W.
Mixed Use Urban Street



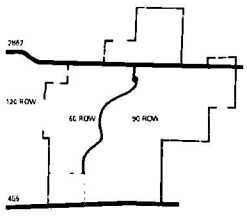
60' R.O.W.
Neighborhood Collector



50' R.O.W.
Neighborhood Street



40' R.O.W.
Urban Oneway Court

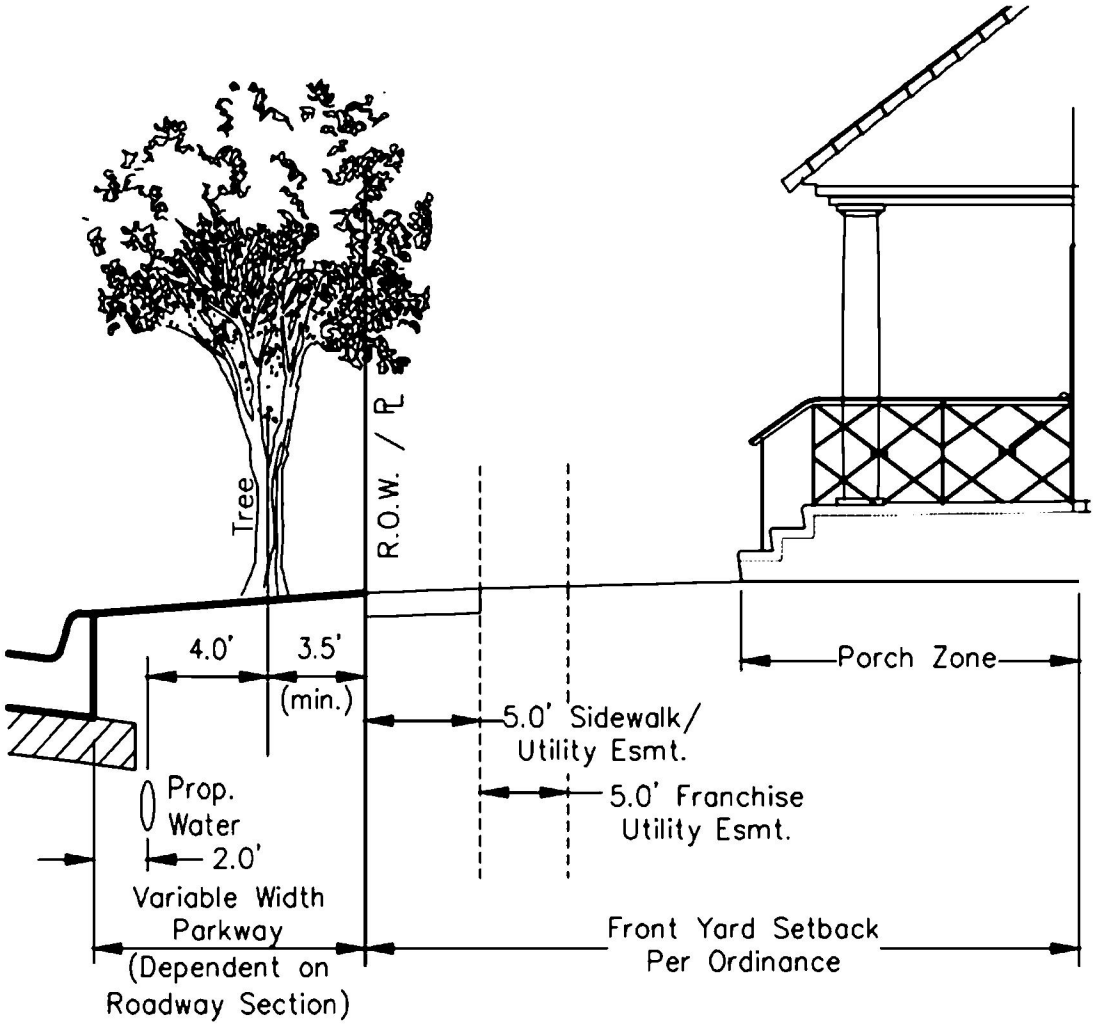


TBG sherley farms street sections

Anna, Texas
03/11/2024

0 10' 20' 40'

B. Street Tree Details



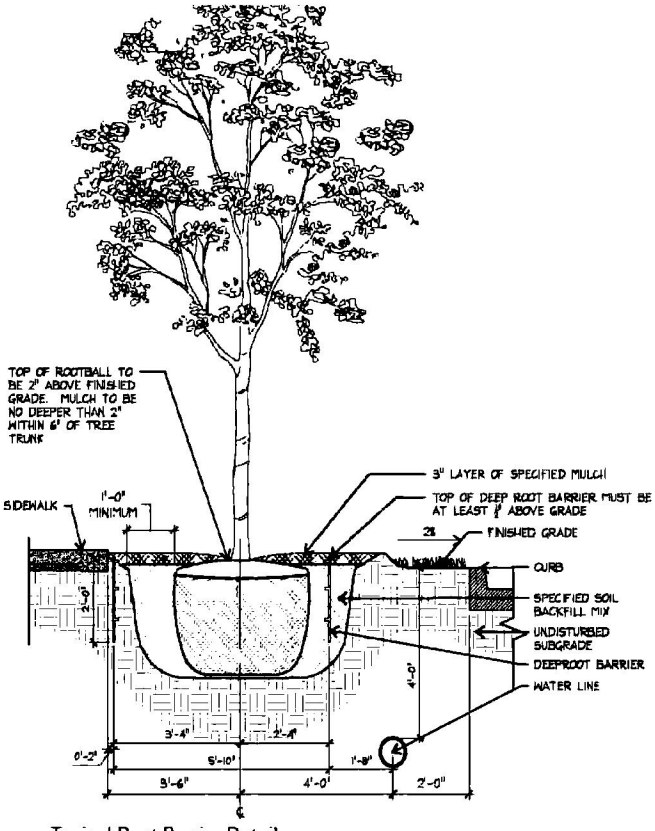
Note:
1. See typical root barrier detail for specifics on root barrier layout.
2. Street tree location shall comply with all City of Anna visibility requirements.

STREET TREE LAYOUT DETAIL

(N.T.S.)

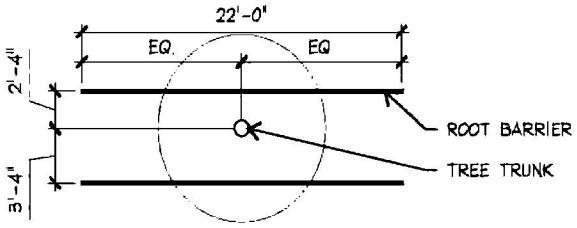
PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING



1 Typical Root Barrier Detail

PLAN/SECTION



PLAN VIEW

NOT TO SCALE

Surround Style Planting with Deeproot Universal Barriers

When installing the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth outer surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (25mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Distribute evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm–15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

H. Water and follow proper tree maintenance practices.

Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

For information regarding distributors please call 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835)

Exhibit E

Authorized Improvements and Budgeted Costs

Exhibit E - Authorized Improvements and Budgeted Costs

10/7/2024

Sherley Farms PID
Anna, Texas
Collin County

2,578 Lots
Typical Lot Size Varies

Prepared for

Tellus Group LLC

Prepared by

SPIARS
ENGINEERING & SURVEYING

Job #23.288

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Exhibit E - Authorized Improvements and Budgeted Costs

Development Phase	Lot Count	PID Direct Costs			
		Cost Per Lot	Residential	Box Culvert & Detention	Total PID Direct
Phase 1	423	$52,063	$20,884,308	$1,138,483	$22,022,792
Phase 2	307	$52,529	$14,945,666	$1,180,672	$16,126,338
Phase 3	419	$48,737	$20,241,658	$179,200	$20,420,858
Phase 4	316	$62,172	$18,171,352	$1,475,072	$19,646,424
Phase 5	421	$53,579	$21,332,215	$1,224,704	$22,556,919
Phase 6	494	$47,777	$22,608,500	$993,536	$23,602,036
Phase 7	198	$71,503	$14,157,684	$0	$14,157,684
TOTAL	2578	$53,737	$132,341,384	$6,191,667	$138,533,051

Notes:
1. This summary table only shows PID eligible costs.
2. It is assumed that only Direct PID costs will be reimbursed. Items that would be classified as Major Improvements have been excluded.
3. Turn lanes, collector paving, box culverts, and detention costs have been included. It is assumed that they will be categorized as direct costs.

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Phase 1 Sherley Farms: Anna, Texas

Total Number of Lots: 423 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 82** **50's: 171** **60's: 137** **70's: 33**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$231,360.00	23,136	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$232,650.00	423	Lot	$550.00
Excavation	$380,700.00	423	Lot	$4,500.00
Rock Surcharge	$860,310.00	1	LS	$860,310.00
Water	$2,679,120.00	22,326	LF	$120.00
Storm Sewer	$3,701,760.00	23,136	LF	$160.00
Sanitary Sewer	$2,544,960.00	23,136	LF	$110.00
Paving (Residential)	$5,581,500.00	22,326	LF	$250.00
Paving (Collector)	$243,000.00	810	LF	$300.00
Paving (Mews Alley)	$321,400.00	1,607	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$231,360.00	23,136	LF	$10.00
Subtotal Hard Costs	$17,223,120.00			
On-Site Contingency (10%)	$1,722,312.00			
Total Hard Costs	$18,945,432.00		Lot	$44,788.26
SOFT COSTS				
Preliminary Engineering	$63,450.00	423	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,015,200.00	423	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$38,990.00	1	LS	$38,990.00
Soil Testing - Final Geotech	$83,550.00	111	Acre	$750.00
Re-Staking	$21,150.00	423	Lot	$50.00
Flood Study	$50,000.00	1	LS	$50,000.00
Environmental Studies	$20,000.00	1	LS	$20,000.00
Inspection Fees (4.0%)	$646,536.40	1	LS	$646,536.40
Total Soft Costs	$1,938,876.40		Lot	$4,583.63
RESIDENTIAL PID DIRECT COST	**$20,884,308.40**		**Lot**	**$ 49,371.89**

Phase 2 Sherley Farms: Anna, Texas

Total Number of Lots: 307 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 0** **50's: 134** **60's: 149** **70's: 24**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$171,390.00	17,139	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$168,850.00	307	Lot	$550.00
Excavation	$276,300.00	307	Lot	$4,500.00
Rock Surcharge	$567,060.00	1	LS	$567,060.00
Water	$2,056,680.00	17,139	LF	$120.00
Storm Sewer	$2,742,240.00	17,139	LF	$160.00
Sanitary Sewer	$1,380,940.00	12,554	LF	$110.00
Paving (Residential)	$4,284,750.00	17,139	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$114,600.00	573	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$400,000.00	2	EA	$200,000.00
Signage (Includes CBUs)	$171,390.00	17,139	LF	$10.00
Subtotal Hard Costs	$12,349,200.00			
On-Site Contingency (10%)	$1,234,920.00			
Total Hard Costs	$13,584,120.00		Lot	$44,247.95
SOFT COSTS				
Preliminary Engineering	$46,050.00	307	Lot	$150.00
Engineering, Construction Staking, Administrative	$736,800.00	307	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$28,840.00	1	LS	$28,840.00
Soil Testing - Final Geotech	$61,800.00	82	Acre	$750.00
Re-Staking	$15,350.00	307	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$452,706.40	1	LS	$452,706.40
Total Soft Costs	$1,361,546.40		Lot	$4,435.00
RESIDENTIAL PID DIRECT COST	**$14,945,666.40**		**Lot**	**$ 48,682.95**

Phase 3 Sherley Farms: Anna, Texas

Total Number of Lots: 419 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 155** **50's: 102** **60's: 162** **70's: 0**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$211,780.00	21,178	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$230,450.00	419	Lot	$550.00
Excavation	$377,100.00	419	Lot	$4,500.00
Rock Surcharge	$772,476.00	1	LS	$772,476.00
Water	$2,252,040.00	18,767	LF	$120.00
Storm Sewer	$3,388,480.00	21,178	LF	$160.00
Sanitary Sewer	$2,329,580.00	21,178	LF	$110.00
Paving (Residential)	$4,691,750.00	18,767	LF	$250.00
Paving (Collector)	$723,300.00	2,411	LF	$300.00
Paving (Mews Alley)	$752,000.00	3,760	LF	$200.00
Paving (Alley)	$163,800.00	1,638	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$600,000.00	3	EA	$200,000.00
Signage (Includes CBUs)	$211,780.00	21,178	LF	$10.00
Subtotal Hard Costs	$16,719,536.00			
On-Site Contingency (10%)	$1,671,953.60			
Total Hard Costs	$18,391,489.60		Lot	$43,893.77
SOFT COSTS				
Preliminary Engineering	$62,850.00	419	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,005,600.00	419	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$41,160.00	1	LS	$41,160.00
Soil Testing - Final Geotech	$88,200.00	118	Acre	$750.00
Re-Staking	$20,950.00	419	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$611,408.24	1	LS	$611,408.24
Total Soft Costs	$1,850,168.24		Lot	$4,415.68
RESIDENTIAL PID DIRECT COST	**$20,241,657.84**		**Lot**	**$ 48,309.45**

Phase 4 Sherley Farms: Anna, Texas

Total Number of Lots: 316 **Based on Lot Count and Centerlines**

100's: 0 **TH: 19** **40's: 85** **50's: 71** **60's: 120** **70's: 21**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$202,180.00	20,218	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$173,800.00	316	Lot	$550.00
Excavation	$284,400.00	316	Lot	$4,500.00
Rock Surcharge	$732,786.00	1	LS	$732,786.00
Water	$2,087,640.00	17,397	LF	$120.00
Storm Sewer	$3,234,880.00	20,218	LF	$160.00
Sanitary Sewer	$2,223,980.00	20,218	LF	$110.00
Paving (Residential)	$4,349,250.00	17,397	LF	$250.00
Paving (Collector)	$846,300.00	2,821	LF	$300.00
Paving (Mews Alley)	$564,600.00	2,823	LF	$200.00
Paving (Alley)	$56,300.00	563	LF	$100.00
Turn Lanes (City)	$160,000.00	4	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$202,180.00	20,218	LF	$10.00
Subtotal Hard Costs	$15,133,296.00			
On-Site Contingency (10%)	$1,513,329.60			
Total Hard Costs	$16,646,625.60		Lot	$52,679.19
SOFT COSTS				
Preliminary Engineering	$47,400.00	316	Lot	$150.00
Engineering, Construction Staking, Administrative	$758,400.00	316	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,385.00	1	LS	$35,385.00
Soil Testing - Final Geotech	$75,825.00	101	Acre	$750.00
Re-Staking	$15,800.00	316	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$571,916.64	1	LS	$571,916.64
Total Soft Costs	$1,524,726.64		Lot	$4,825.08
RESIDENTIAL PID DIRECT COST	**$18,171,352.24**		**Lot**	**$ 57,504.28**

Phase 5 Sherley Farms: Anna, Texas

Total Number of Lots: 421 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 173** **50's: 139** **60's: 81** **70's: 28**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$230,850.00	23,085	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$231,550.00	421	Lot	$550.00
Excavation	$378,900.00	421	Lot	$4,500.00
Rock Surcharge	$813,556.50	1	LS	$813,556.50
Water	$2,625,120.00	21,876	LF	$120.00
Storm Sewer	$3,693,600.00	23,085	LF	$160.00
Sanitary Sewer	$2,264,350.00	20,585	LF	$110.00
Paving (Residential)	$5,469,000.00	21,876	LF	$250.00
Paving (Collector)	$362,700.00	1,209	LF	$300.00
Paving (Mews Alley)	$1,087,000.00	5,435	LF	$200.00
Paving (Alley)	$57,600.00	576	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$230,850.00	23,085	LF	$10.00
Subtotal Hard Costs	$17,660,076.50			
On-Site Contingency (10%)	$1,766,007.65			
Total Hard Costs	$19,426,084.15		Lot	$46,142.72
SOFT COSTS				
Preliminary Engineering	$63,150.00	421	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,010,400.00	421	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,530.00	1	LS	$40,530.00
Soil Testing - Final Geotech	$86,850.00	116	Acre	$750.00
Re-Staking	$21,050.00	421	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$664,151.06	1	LS	$664,151.06
Total Soft Costs	$1,906,131.06		Lot	$4,527.63
RESIDENTIAL PID DIRECT COST	**$21,332,215.21**		**Lot**	**$ 50,670.34**

Phase 6 Sherley Farms: Anna, Texas

Total Number of Lots: 494 **Based on Lot Count and Centerlines**

100's: 0 **TH: 101** **40's: 143** **50's: 123** **60's: 91** **70's: 36**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$238,060.00	23,806	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$271,700.00	494	Lot	$550.00
Excavation	$444,600.00	494	Lot	$4,500.00
Rock Surcharge	$795,220.50	1	LS	$795,220.50
Water	$2,195,760.00	18,298	LF	$120.00
Storm Sewer	$3,808,960.00	23,806	LF	$160.00
Sanitary Sewer	$2,299,110.00	20,901	LF	$110.00
Paving (Residential)	$4,574,500.00	18,298	LF	$250.00
Paving (Collector)	$1,652,400.00	5,508	LF	$300.00
Paving (Mews Alley)	$817,600.00	4,088	LF	$200.00
Paving (Alley)	$409,700.00	4,097	LF	$100.00
Turn Lanes (City)	$80,000.00	2	EA	$40,000.00
Turn Lanes (TXDOT)	$800,000.00	4	EA	$200,000.00
Signage (Includes CBUs)	$238,060.00	23,806	LF	$10.00
Subtotal Hard Costs	$18,640,670.50			
On-Site Contingency (10%)	$1,864,067.05			
Total Hard Costs	$20,504,737.55		Lot	$41,507.57
SOFT COSTS				
Preliminary Engineering	$74,100.00	494	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,185,600.00	494	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,635.00	1	LS	$40,635.00
Soil Testing - Final Geotech	$87,075.00	116	Acre	$750.00
Re-Staking	$24,700.00	494	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$671,652.42	1	LS	$671,652.42
Total Soft Costs	$2,103,762.42		Lot	$4,258.63
RESIDENTIAL PID DIRECT COST	**$22,608,499.97**		**Lot**	**$ 45,766.19**

Phase 7 Sherley Farms: Anna, Texas

Total Number of Lots: 198 **Based on Lot Count and Centerlines**

100's: 150 **TH: 0** **40's: 0** **50's: 0** **60's: 0** **70's: 48**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$163,040.00	16,304	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$108,900.00	198	Lot	$550.00
Excavation	$178,200.00	198	Lot	$4,500.00
Rock Surcharge	$611,400.00	1	LS	$611,400.00
Water	$1,956,480.00	16,304	LF	$120.00
Storm Sewer	$2,608,640.00	16,304	LF	$160.00
Sanitary Sewer	$1,793,440.00	16,304	LF	$110.00
Paving (Residential)	$4,076,000.00	16,304	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$0.00	0	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$163,040.00	16,304	LF	$10.00
Subtotal Hard Costs	$11,874,140.00			
On-Site Contingency (10%)	$1,187,414.00			
Total Hard Costs	$13,061,554.00		Lot	$65,967.44
SOFT COSTS				
Preliminary Engineering	$29,700.00	198	Lot	$150.00
Engineering, Construction Staking, Administrative	$475,200.00	198	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,945.00	1	LS	$35,945.00
Soil Testing - Final Geotech	$77,025.00	103	Acre	$750.00
Re-Staking	$9,900.00	198	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$448,360.00	1	LS	$448,360.00
Total Soft Costs	$1,096,130.00		Lot	$5,536.01
RESIDENTIAL PID DIRECT COST	**$14,157,684.00**		**Lot**	**$ 71,503.45**

Sherley Farms: Anna, Texas

Box Culvert & Detention Budget Summary

Quantities by Phase Development Item	5'X5' RCB	9'X8' RCB	6'x6' RCB	7'x6' RCB	8'X6' RCB	8'X7' RCB	Excavation	Headwall	Minor Outfall Structures	Emergency Spillway	Asphalt Removal and Replacement	Trench Safety	Storm Sewer Line Testing and TV Insp.	Phase Total	Construction Contingency 10.00%	Design & Staking 12.00%	Inspection Fees 4.00%	Maintenance Bond 2.00%	Total Cost
Phase 1	0	240	0	0	0	0	100000	2	0	1	0	240	240	$889,440	$88,944	$106,733	$35,578	$17,789	$1,138,483
Phase 2	0	0	0	0	400	0	0	6	0	0	0	400	400	$922,400	$92,240	$110,688	$36,896	$18,448	$1,180,672
Phase 3	0	0	0	0	0	0	30000	0	1	0	0	0	0	$140,000	$14,000	$16,800	$5,600	$2,800	$179,200
Phase 4	400	0	0	0	0	0	150000	2	0	0	1500	400	400	$1,152,400	$115,240	$138,288	$46,096	$23,048	$1,475,072
Phase 5	0	0	200	100	0	0	30000	6	1	0	0	300	300	$956,800	$95,680	$114,816	$38,272	$19,136	$1,224,704
Phase 6	200	0	0	0	0	0	25000	4	2	1	0	200	200	$776,200	$77,620	$93,144	$31,048	$15,524	$993,536
Phase 7	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Units	LF	LF	LF	LF	LF	LF	CY	EA	SY	SY	SY	LF	LF						
Unit Cost	$500	$1,200	$700	$750	$800	$850	$3	$100,000	$50,000	$100,000	$200	$1	$5						
Total Quantity	600	240	200	100	400	0	335,000	20	4	2	1,500	1,540	1,540						
TOTAL PROJECT COST	$300,000	$288,000	$140,000	$75,000	$320,000	$0	$1,005,000	$2,000,000	$200,000	$200,000	$300,000	$1,540	$7,700	**$4,837,240**	**$483,724**	**$580,469**	**$193,490**	**$96,745**	**$6,191,667**

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Sherley Farms - Assumptions

1 Estimate assumes that collector paving and drainage, box culvert, and stormwater detention improvements will be classified as direct improvements.

2 Landscape, amenity, and trail costs excluded from this estimate.

3 Estimate assumes that left turn lanes and/or escrows will be required at all entrances to development.

4 Estimate assumes utilites are stubbed to seller retained parcels and multifamily tract.

5 Estimate assumes that CR 424 will have a 36' B-B setion. Assumes that CR 424 extends across the entire property. This is a reduced section as compared with Anna's Master Thoroughfare Plan.

6 Estimate assumes the following street sections:12' E-E alleys, 27' B-B residential and 36' B-B collector.

7 Estimate reflects all eligible PID direct costs.

8 Drainage design accounts for undeveloped offsite flows. It is assumed adjacent properties will be required to detain when they develop.

9 Assumes no decelaration lanes will be required.

10 Assumes no right turn lanes will be required.

11 Assumes culverts under FM 455 will require a portion of the existing TxDOT road to be demolished and re-installed.

Exhibit F-1

Major Sewer Improvements

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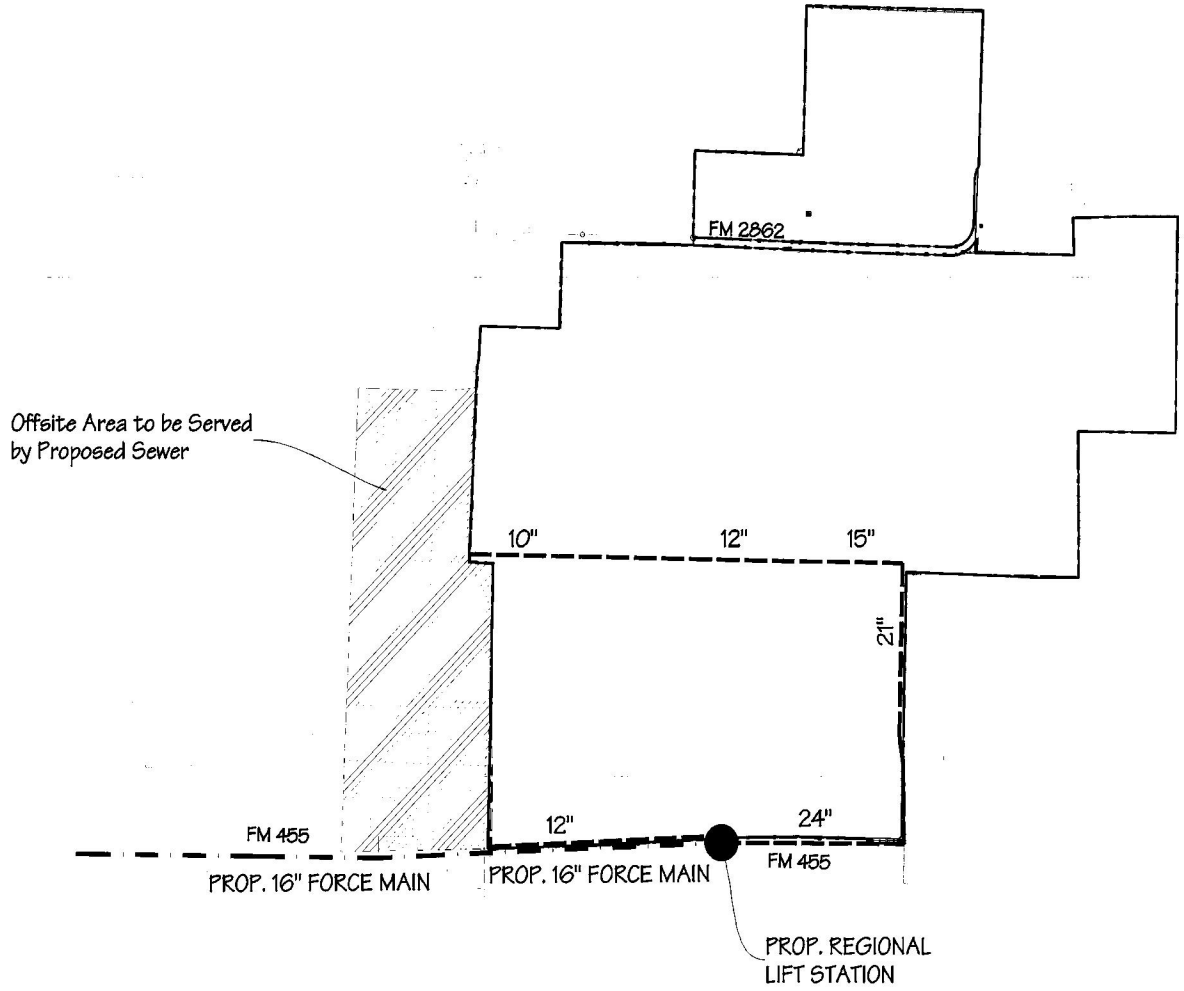

LEGEND

= PROPOSED DEVELOPER SEWER

= PROPOSED FORCE MAIN

Note:

1. Alignments shown are conceptual and subject to change.
2. Pipe sizes are approximated for reference. Actual pipe sizes to be determined at time of final design.

EXHIBIT F-1 - MAJOR SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

SPIARS ENGINEERING & SURVEYING
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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Exhibit F-2

City Constructed Sewer Improvements

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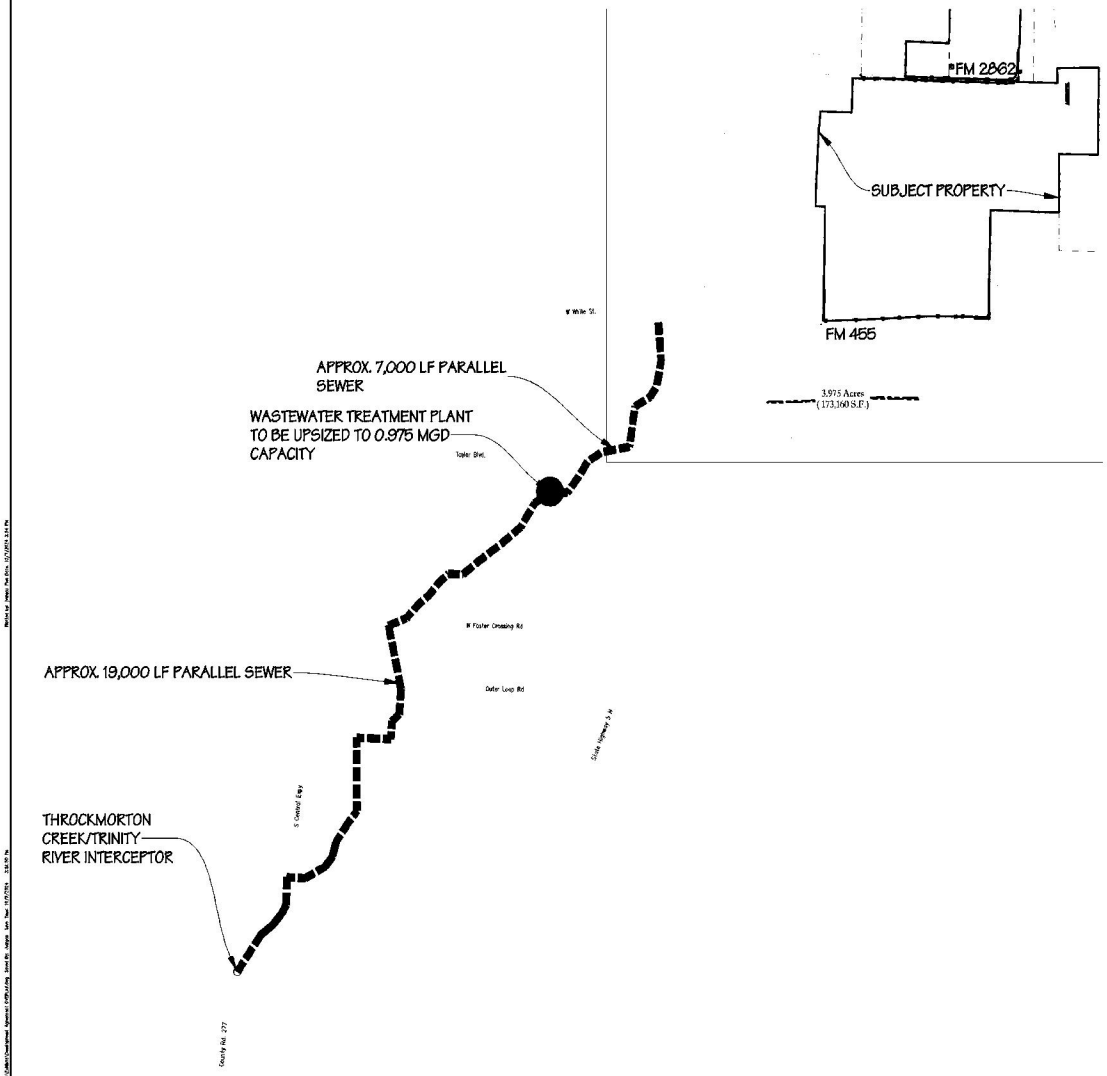

LEGEND

▮▮▮▮▮▮ = PROPOSED CITY IMPROVEMENTS

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT F-2 - CITY CONSTRUCTED SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit F-3

Sewer Improvements Schedule

EXHIBIT F-3
SEWER IMPROVEMENTS SCHEDULE

Construction Phase	Segment/Part	Facility Classification	Description	Cost Responsibility *(Design, Construction, Easement Acquisition, and Construction Management)*	Construction Funding	Timing	Equivalent Dwelling Units (EDUs) Construction Completion Timing	Equivalent Dwelling Units (EDUs) Capacity Allocated by City to Developer upon Completion of Phase Improvements
Phase 1	1	Lift Station	Onsite 6.7 MGD Peak Flow Lift Station	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval	**Prior to 1 EDU**	**488 (488 Overall)**
	2	Force Main	8,000 LF of 16" force main along FM 455	Developer (City to provide condemnation assistance if needed)	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
	3	Onsite Trunk Sewer	5,400 LF (21"-24") Onsite Trunk Sewer to serve Phase 1 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
Phase 2	4	Onsite Trunk Sewer	2,100 LF (12"-15") Onsite Trunk Sewer to Serve Phase 2 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Phase 2 Preliminary Plat Approval	**Prior to 489 EDUs**	**469 (957 Overall)**
Phase 3	5	Onsite Trunk Sewer	3,100 LF (30"-36") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	Developer	Developer (Reimbursable per Agreement)	Design & Easement Acquisition - upon approval of this DA	**Prior to 958 EDUs**	**470 (1,427 Overall)**
	6	Offsite Trunk Sewer	7,000 LF (10") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	City	City	Design & Easement Acquisition - upon the effective date of this agreement		
Phase 4	7	Offsite Treatment	Relocate Package Plant From Hurricane Creek Treatment Plant to Slayter Creek Treatment Plant or Install another package plant	City	City	Design - Currently Underway	**Prior to 1,428 EDUs**	**928 (2,355 Overall)**
Phase 5	8	Renegotiate Anna/Melissa Sewer Discharge Agreement	City of Anna to negotiate with City of Melissa to obtain increased allowable discharges covering Sherley Farms	City	City	Formal Negotiations to Begin upon the effective date of this agreement	**Prior to 2,356 EDUs**	**1,568 (3923 Overall)**
Phase 6	9	Offsite Trunk Sewer	19,000 LF of offsite trunk sewer downstream of Slayter Creek WWTP	City	City	Design - 8 months after the effective date of this agreement		

Notes:

1. Timing is based on initial City draft of deal points.
2. Phasing doesn't necessarily correspond to actual project phasing

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Exhibit G

Major Water Improvements

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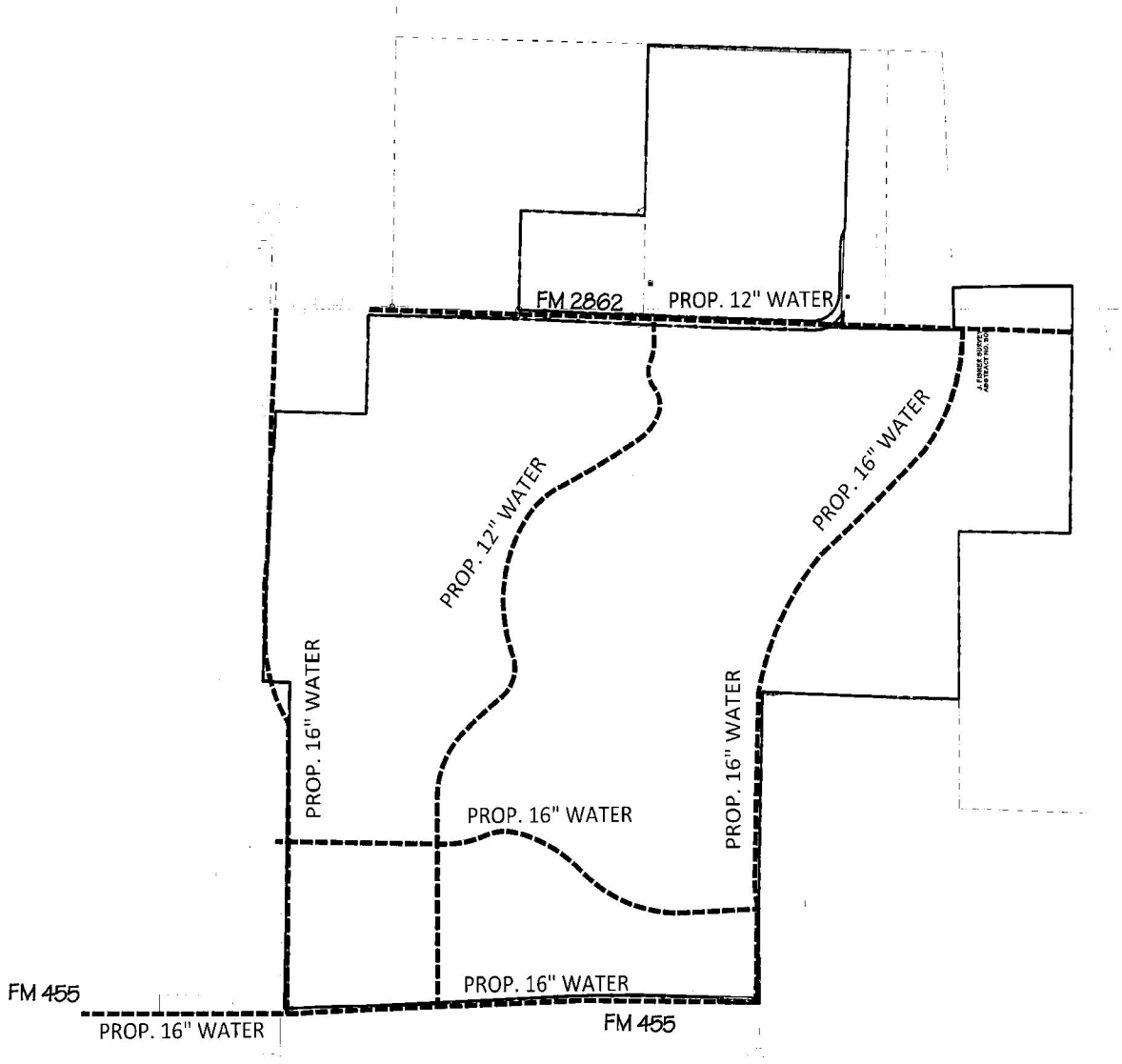

N
W E
S

0 250 500 1000
1 inch = 500 ft

LEGEND

■■■■■■■ = PROPOSED DEVELOPER WATER

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT G - MAJOR WATER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit H

Major Roadway Improvements

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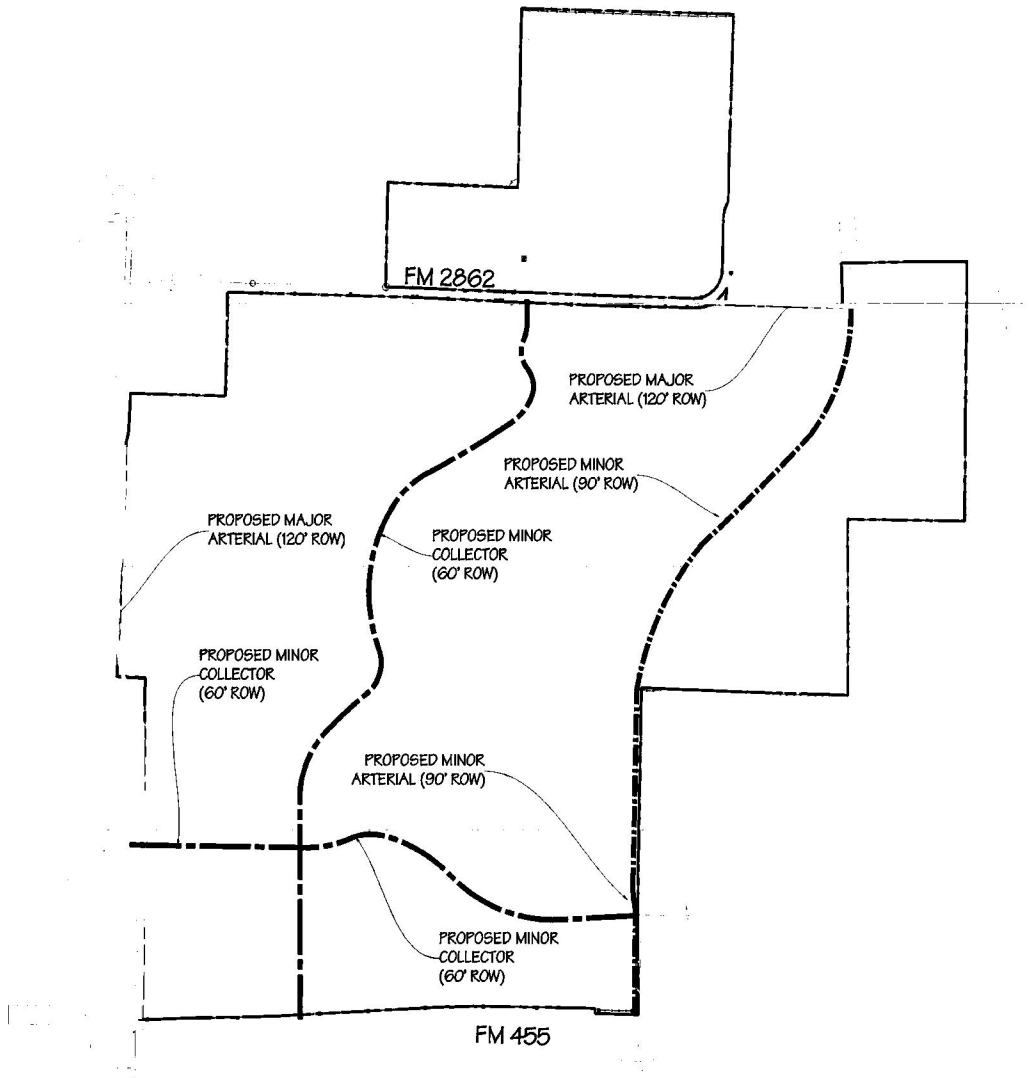

N
W E
S

0 250 500 1000
1 inch = 500 ft.

LEGEND

= PROPOSED MINOR ARTERIAL
= PROPOSED MAJOR ARTERIAL
= PROPOSED MINOR COLLECTOR

Note:
1. Alignments shown are conceptual and subject to change.
2. Developer shall construct 2 Lanes (25' B-B) of shown divided arterials.

EXHIBIT H - MAJOR ROADWAY IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit H-1

Proposed Thoroughfare Plan Revision

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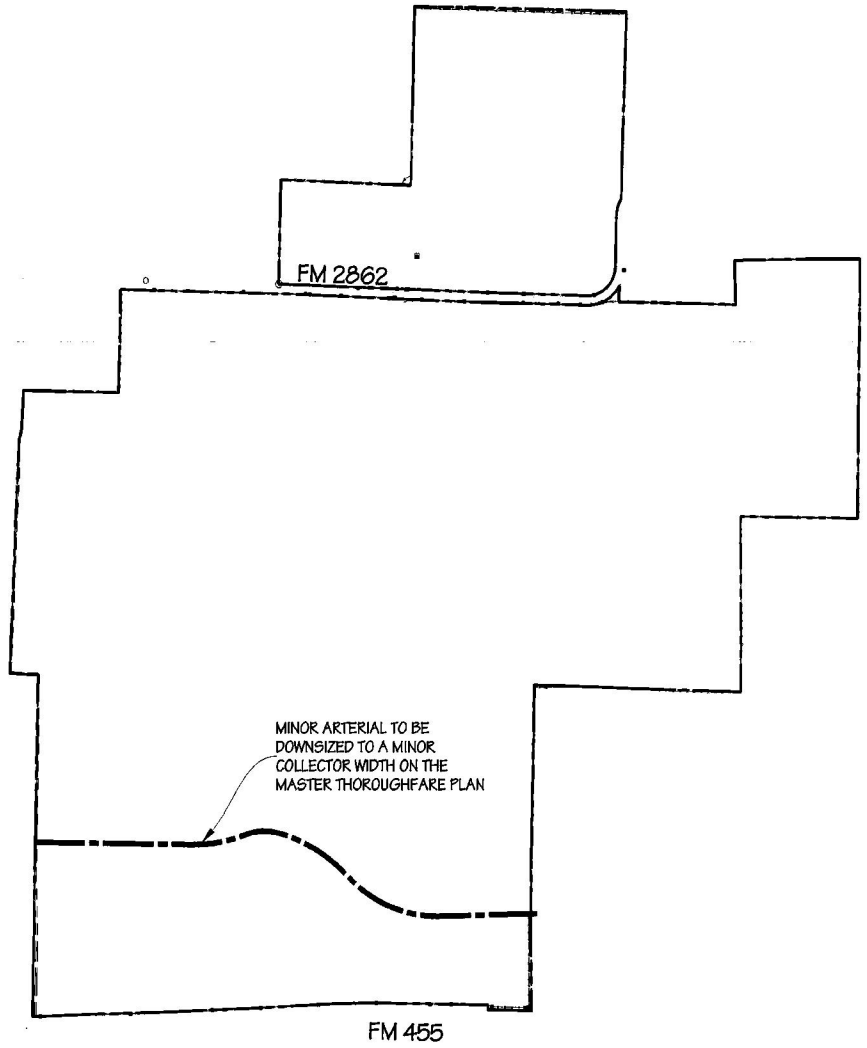

Note:

1. Downsizing of the roadway shown to a minor collector width is subject to results of a traffic impact analysis.

EXHIBIT H-1 - THOROUGHFARE REVISION

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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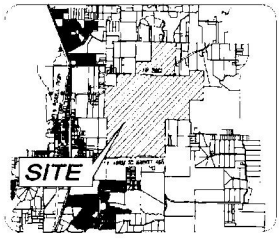
Exhibit I

Conceptual Amenity Depictions



LOCATION MAP / KEY MAP

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

SHERLEY FARMS

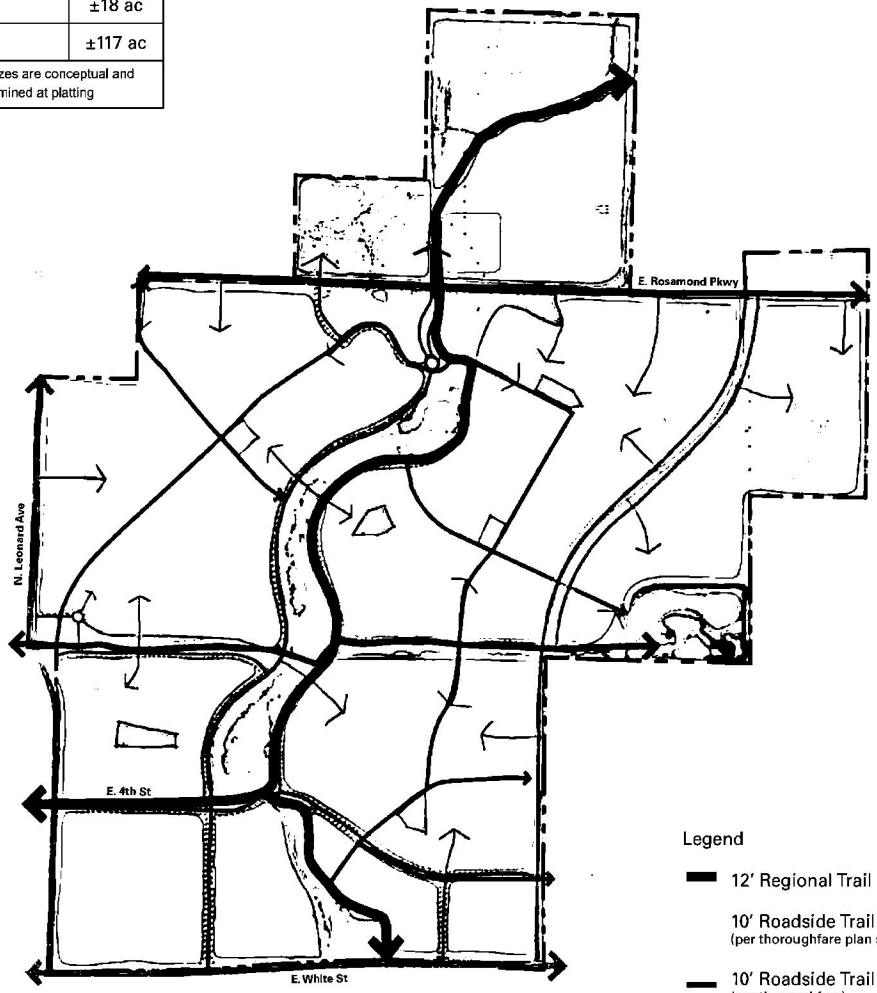
CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

NOVEMBER OF 2024

Exhibit J

Trail and Open Space Improvements

Public Open Space Summary		
	Central Green	±74 ac
	Pocket Parks	±10 ac
	Landscaped Drainage Areas	±15 ac
	Miscellaneous	±18 ac
	Total	±117 ac
Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting		

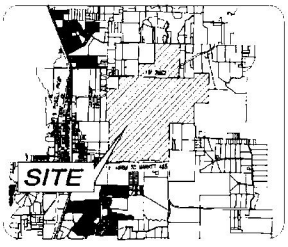


Legend

- 12' Regional Trail
- 10' Roadside Trail (per thoroughfare plan street sections)
- 10' Roadside Trail (per thoroughfare)
- 8' Community Trail
- 6' Neighborhood Trail

Note:
Precise regional trail alignment is contingent on site conditions and land ownership

0 800' 1600'



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT J - TRAILS AND OPEN SPACE IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit K

PID Bonds Financial Summary

City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROPOSED DEVELOPMENT PLAN

TOTAL SHERLEY FARMS IMPROVEMENT DISTRICT

Category	No. of Units	*Expected* Finished Lot Unit Value	*Expected* Build Out Unit Value	*Expected* Finished Lots Value	*Expected* Build Out Value
Townhomes (Tellus)	120	$ 62,500	$ 250,000	$ 7,500,000	$ 30,000,000
SF 40' (Tellus)	638	96,000	384,000	61,248,000	244,992,000
SF 50' (Tellus)	740	120,000	480,000	88,800,000	355,200,000
SF 60' (Tellus)	740	144,000	576,000	106,560,000	426,240,000
SF 70' (Tellus)	190	168,000	672,000	31,920,000	127,680,000
SF 1/2 ac. (Tellus)	150	264,000	1,056,000	39,600,000	158,400,000
Townhomes (Sherley Partners)	80	75,000	300,000	6,000,000	24,000,000
Cottage Homes (Sherley Partners)	55	62,500	250,000	3,437,500	13,750,000
SF (Sherley Partners)	7	250,000	1,000,000	1,750,000	7,000,000
MF (Sherley Partners)	400	12,500	200,000	5,000,000	80,000,000
Retail/COMM (Sherley Partners)	260,000	25.36	329.62	6,592,308	85,700,000
				$ 358,407,808	$ 1,552,962,000
Townhomes Unit Weighted Average				*$67,500*	*$270,000*
Single Family Unit Weighted Average				*$133,825*	*$535,299*

Notes:

Information provided by the Developers on 9/25/2024 and 10/1/2024. Subject to change.

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City of Anna, Texas For illustration purposes only
Sherley Farms Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

	SINGLE-FAMILY SUBZONE PID BONDS[1]	COMMERCIAL SUBZONE PID BONDS[2]	TOTAL
SOURCES OF FUNDS			
Estimated Par Amount of Bonds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Total Sources of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
USES OF FUNDS			
Project Fund (Bond Proceeds PID Projects)	$ 193,911,752	$ 7,660,047	$ 201,571,799
Capitalized Interest Fund[3]	-	-	-
Debt Service Reserve Fund[4]	17,896,948	685,653	18,582,601
Financing Costs & Admin Fees[5]	23,534,300	927,300	24,461,600
Total Uses of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Expected Value-to-Lien per Parcel at Bond Issuance	1.47x [6]	1.25x [7]	1.47x
Assumed Bond Interest Rate[8]	6.10%	6.10%	6.10%
Average Annual Installment as Tax Rate Equivalent	$1.3500	$0.4777	
Less: TIRZ Adjustment as Tax Rate Equivalent[9]	($0.2536)	($0.2536)	
Net Average Annual Installment as Tax Rate Equivalent	$1.0964	$0.2241	
Term of Bonds	30 years	30 years	30 years
City TIRZ Participation Rate as % of Tax Rate	50%	50%	50%
Number of Benefited Units	2,720	400 MF Units 260,000 COMM Sq Ft	
PID Assessment per Benefited Unit	$86,523	$11,193 per MF Unit $18.45 per COMM Sq Ft	
Project Funds per Benefited Unit	$71,291	$9,246 per MF Unit $15.24 per COMM Sq Ft	
City PID Fee per SF Unit	($3,400)	$0	
Net Project Funds per Benefited Unit	$67,891	$9,246 per MF Unit $15 per MF Unit	

Notes:
(1) Single-Family Subzone includes all parcels (incl. Townhomes and Cottages) except Multi-Family and Retail/Commercial.
(2) Commercial Subzone only includes Multi-family and Retail/Commercial Parcels. Does not include townhomes and cottages.
(3) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated thorugh bond proceeds.
(4) Assumes to be the max annual debt service payment. Not to exceed the IRS' three-prong test.
(5) For illustration and discussion purposes only; subject to change. Assumes 10% of par amount.
(6) Assumes no appraisal discounts for illustration purposes only; subject to change.
(7) Assumes no appraisal discounts for illustration purposes only; subject to change. Assumed to be a minimum of 1.25:1 ratio.
(8) For illustration purposes only; subject to change at any time.
(9) Including TIRZ admin expense.

City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

PROJECTED TAX STATEMENT - SINGLE-FAMILY SUBZONE

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***Projected* Tax Statement - Single-Family Subzone**

	2024 Tax Rate	Tax Levy on $270,000 Avg. Townhome	Tax Levy on $535,299 Avg. SF Home	Tax Levy on $250,000 Cottage Home
City of Anna	$ 0.5072	$ 1,369.44	$ 2,715.04	$ 1,268.00
Collin County	0.1493	403.23	799.43	373.36
Collin County Community College District	0.0812	219.29	434.77	203.05
Anna Independent School District	1.2580	3,396.60	6,734.06	3,145.00
Total Tax Rate	**$ 1.9958**	**$ 5,388.56**	**$ 10,683.30**	**$ 4,989.41**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 1.3500	$ 3,644.89	$ 7,226.32	$ 3,374.90
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 3.3457**	**$ 9,033.45**	**$ 17,909.62**	**$ 8,364.31**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [2]	$ (0.2536)	$ (684.72)	$ (1,357.52)	$ (634.00)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 3.0921**	**$ 8,348.73**	**$ 16,552.11**	**$ 7,730.31**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 1.0964*	*$ 2,960.17*	*$ 5,868.81*	*$ 2,740.90*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROJECTED TAX STATEMENT - COMMERCIAL SUBZONE

***Projected* Tax Statement - Commercial Subzone**

	2024 Tax Rate	Tax Levy on $200,000 MF Unit	Tax Levy on Sq. Ft. Retail/COMM
City of Anna	$ 0.5072	$ 1,014.40	$ 1.67
Collin County	0.1493	298.69	0.49
Collin County Community College District	0.0812	162.44	0.27
Anna Independent School District	1.2580	2,516.00	4.15
Total Tax Rate	**$ 1.9958**	**$ 3,991.53**	**$ 6.58**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 0.4777	$ 955.41	$ 1.57
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 2.4735**	**$ 4,946.93**	**$ 8.15**
Projected TIRZ Credit as Tax Rate Equivalent/Levy[2]	$ (0.2536)	$ (507.20)	$ (0.84)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 2.2199**	**$ 4,439.73**	**$ 7.32**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 0.2241*	*$ 448.21*	*$ 0.74*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

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City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - SINGLE-FAMILY SUBZONE

Bond Year	Single-Family Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	***Total Levy as Tax Rate Equivalent***	Bond Year	GROSS PID LEVY	TIRZ CREDIT	***TIRZ Share as Tax Rate Equivalent***	NET PID LEVY	***Net PID Levy as Tax Rate Equivalent***
1	$ 2,775,000	$ 14,355,923	$ 1,176,715	$ 420,000	**$ 18,727,638**	***$ 1.3500***	1	$ 18,727,638	$ 3,518,096	***$ 0.2536***	$ 15,209,542	***$ 1.0964***
2	2,950,000	14,186,648	1,162,840	428,400	**18,727,888**	***1.3500***	2	18,727,888	3,518,096	***0.2536***	15,209,792	***1.0964***
3	3,136,000	14,006,698	1,148,090	436,968	**18,727,756**	***1.3500***	3	18,727,756	3,518,096	***0.2536***	15,209,660	***1.0964***
4	3,334,000	13,815,402	1,132,410	445,707	**18,727,519**	***1.3500***	4	18,727,519	3,518,096	***0.2536***	15,209,423	***1.0964***
5	3,545,000	13,612,028	1,115,740	454,622	**18,727,390**	***1.3500***	5	18,727,390	3,518,096	***0.2536***	15,209,293	***1.0964***
6	3,770,000	13,395,783	1,098,015	463,714	**18,727,512**	***1.3500***	6	18,727,512	3,518,096	***0.2536***	15,209,416	***1.0964***
7	4,010,000	13,165,813	1,079,165	472,988	**18,727,966**	***1.3500***	7	18,727,966	3,518,096	***0.2536***	15,209,870	***1.0964***
8	4,265,000	12,921,203	1,059,115	482,448	**18,727,766**	***1.3500***	8	18,727,766	3,518,096	***0.2536***	15,209,670	***1.0964***
9	4,537,000	12,661,038	1,037,790	492,097	**18,727,925**	***1.3500***	9	18,727,925	3,518,096	***0.2536***	15,209,829	***1.0964***
10	4,826,000	12,384,281	1,015,105	501,939	**18,727,325**	***1.3499***	10	18,727,325	3,518,096	***0.2536***	15,209,228	***1.0963***
11	5,135,000	12,089,895	990,975	511,978	**18,727,848**	***1.3500***	11	18,727,848	3,518,096	***0.2536***	15,209,751	***1.0964***
12	5,463,000	11,776,660	965,300	522,217	**18,727,177**	***1.3499***	12	18,727,177	3,518,096	***0.2536***	15,209,081	***1.0963***
13	5,813,000	11,443,417	937,985	532,662	**18,727,064**	***1.3499***	13	18,727,064	3,518,096	***0.2536***	15,208,967	***1.0963***
14	6,186,000	11,088,824	908,920	543,315	**18,727,059**	***1.3499***	14	18,727,059	3,518,096	***0.2536***	15,208,962	***1.0963***
15	6,584,000	10,711,478	877,990	554,181	**18,727,649**	***1.3500***	15	18,727,649	3,518,096	***0.2536***	15,209,553	***1.0964***
16	7,007,000	10,309,854	845,070	565,265	**18,727,189**	***1.3499***	16	18,727,189	3,518,096	***0.2536***	15,209,092	***1.0963***
17	7,458,000	9,882,427	810,035	576,570	**18,727,032**	***1.3499***	17	18,727,032	3,518,096	***0.2536***	15,208,936	***1.0963***
18	7,939,000	9,427,489	772,745	588,101	**18,727,335**	***1.3499***	18	18,727,335	3,518,096	***0.2536***	15,209,239	***1.0963***
19	8,451,000	8,943,210	733,050	599,863	**18,727,123**	***1.3499***	19	18,727,123	3,518,096	***0.2536***	15,209,027	***1.0963***
20	8,997,000	8,427,699	690,795	611,861	**18,727,355**	***1.3500***	20	18,727,355	3,518,096	***0.2536***	15,209,258	***1.0964***
21	9,579,000	7,878,882	645,810	624,098	**18,727,790**	***1.3500***	21	18,727,790	3,518,096	***0.2536***	15,209,693	***1.0964***
22	10,198,000	7,294,563	597,915	636,580	**18,727,058**	***1.3499***	22	18,727,058	3,518,096	***0.2536***	15,208,961	***1.0963***
23	10,859,000	6,672,485	546,925	649,311	**18,727,721**	***1.3500***	23	18,727,721	3,518,096	***0.2536***	15,209,625	***1.0964***
24	11,563,000	6,010,086	492,630	662,298	**18,728,014**	***1.3500***	24	18,728,014	3,518,096	***0.2536***	15,209,917	***1.0964***
25	12,312,000	5,304,743	434,815	675,544	**18,727,102**	***1.3499***	25	18,727,102	3,518,096	***0.2536***	15,209,005	***1.0963***
26	13,111,000	4,553,711	373,255	689,055	**18,727,021**	***1.3499***	26	18,727,021	3,518,096	***0.2536***	15,208,924	***1.0963***
27	13,963,000	3,753,940	307,700	702,836	**18,727,476**	***1.3500***	27	18,727,476	3,518,096	***0.2536***	15,209,379	***1.0964***
28	14,871,000	2,902,197	237,885	716,892	**18,727,974**	***1.3500***	28	18,727,974	3,518,096	***0.2536***	15,209,878	***1.0964***
29	15,838,000	1,995,066	163,530	731,230	**18,727,826**	***1.3500***	29	18,727,826	3,518,096	***0.2536***	15,209,730	***1.0964***
30	16,868,000	1,028,948	84,340	745,855	**18,727,143**	***1.3499***	30	18,727,143	3,518,096	***0.2536***	15,209,046	***1.0963***
	$ 235,343,000	$ 286,000,391	$ 23,442,655	$ 17,038,593	**$ 561,824,639**			$ 561,824,639	$ 105,542,893		$ 456,281,746	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for seven PID improvement areas.

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City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - COMMERCIAL SUBZONE

Bond Year	Commercial Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	*Total Levy as Tax Rate Equivalent*	Bond Year	GROSS PID LEVY	TIRZ CREDIT	*TIRZ Share as Tax Rate Equivalent*	NET PID LEVY	*Net PID Levy as Tax Rate Equivalent*
1	$ 120,000	$ 565,653	$ 46,365	$ 60,000	**$ 792,018**	***$ 0.4780***	1	$ 792,018	$ 420,215	***$ 0.2536***	$ 371,803	***$ 0.2244***
2	126,000	558,333	45,765	61,200	**791,298**	***0.4775***	2	791,298	420,215	***0.2536***	371,083	***0.2239***
3	133,000	550,647	45,135	62,424	**791,206**	***0.4775***	3	791,206	420,215	***0.2536***	370,991	***0.2239***
4	141,000	542,534	44,470	63,672	**791,676**	***0.4778***	4	791,676	420,215	***0.2536***	371,461	***0.2242***
5	149,000	533,933	43,765	64,946	**791,644**	***0.4778***	5	791,644	420,215	***0.2536***	371,429	***0.2242***
6	157,000	524,844	43,020	66,245	**791,109**	***0.4774***	6	791,109	420,215	***0.2536***	370,894	***0.2238***
7	167,000	515,267	42,235	67,570	**792,072**	***0.4780***	7	792,072	420,215	***0.2536***	371,857	***0.2244***
8	176,000	505,080	41,400	68,921	**791,401**	***0.4776***	8	791,401	420,215	***0.2536***	371,186	***0.2240***
9	186,000	494,344	40,520	70,300	**791,164**	***0.4775***	9	791,164	420,215	***0.2536***	370,948	***0.2239***
10	197,000	482,998	39,590	71,706	**791,294**	***0.4775***	10	791,294	420,215	***0.2536***	371,078	***0.2239***
11	209,000	470,981	38,605	73,140	**791,726**	***0.4778***	11	791,726	420,215	***0.2536***	371,510	***0.2242***
12	221,000	458,232	37,560	74,602	**791,394**	***0.4776***	12	791,394	420,215	***0.2536***	371,179	***0.2240***
13	234,000	444,751	36,455	76,095	**791,301**	***0.4776***	13	791,301	420,215	***0.2536***	371,085	***0.2240***
14	248,000	430,477	35,285	77,616	**791,378**	***0.4776***	14	791,378	420,215	***0.2536***	371,163	***0.2240***
15	263,000	415,349	34,045	79,169	**791,563**	***0.4777***	15	791,563	420,215	***0.2536***	371,348	***0.2241***
16	279,000	399,306	32,730	80,752	**791,788**	***0.4778***	16	791,788	420,215	***0.2536***	371,573	***0.2242***
17	296,000	382,287	31,335	82,367	**791,989**	***0.4780***	17	791,989	420,215	***0.2536***	371,774	***0.2244***
18	313,000	364,231	29,855	84,014	**791,100**	***0.4774***	18	791,100	420,215	***0.2536***	370,885	***0.2238***
19	332,000	345,138	28,290	85,695	**791,123**	***0.4774***	19	791,123	420,215	***0.2536***	370,908	***0.2238***
20	353,000	324,886	26,630	87,409	**791,925**	***0.4779***	20	791,925	420,215	***0.2536***	371,709	***0.2243***
21	374,000	303,353	24,865	89,157	**791,375**	***0.4776***	21	791,375	420,215	***0.2536***	371,160	***0.2240***
22	397,000	280,539	22,995	90,940	**791,474**	***0.4777***	22	791,474	420,215	***0.2536***	371,259	***0.2241***
23	422,000	256,322	21,010	92,759	**792,091**	***0.4780***	23	792,091	420,215	***0.2536***	371,876	***0.2244***
24	447,000	230,580	18,900	94,614	**791,094**	***0.4774***	24	791,094	420,215	***0.2536***	370,879	***0.2238***
25	475,000	203,313	16,665	96,506	**791,484**	***0.4777***	25	791,484	420,215	***0.2536***	371,269	***0.2241***
26	505,000	174,338	14,290	98,436	**792,064**	***0.4780***	26	792,064	420,215	***0.2536***	371,849	***0.2244***
27	536,000	143,533	11,765	100,405	**791,703**	***0.4778***	27	791,703	420,215	***0.2536***	371,488	***0.2242***
28	569,000	110,837	9,085	102,413	**791,335**	***0.4776***	28	791,335	420,215	***0.2536***	371,120	***0.2240***
29	605,000	76,128	6,240	104,461	**791,829**	***0.4779***	29	791,829	420,215	***0.2536***	371,614	***0.2243***
30	643,000	39,223	3,215	106,551	**791,989**	***0.4780***	30	791,989	420,215	***0.2536***	371,773	***0.2244***
	$ 9,273,000	$ 11,127,437	$ 912,085	$ 2,434,085	**$ 23,746,607**			$ 23,746,607	$ 12,606,456		$ 11,140,151	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for one PID improvement area.

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City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROJECT IMPACT ON THE CITY (AD VALOREM PROPERTY TAXES) - 50% TIRZ Scenario

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*At 2024 Rate* Gross City Taxes Generated per Unit	*50%* City Taxes Deposited in TIRZ Fund per Unit	Net City Taxes Generated per Unit	*At 2024 Rate* Gross City Taxes Generated at Build Out	*50%* City Taxes Deposited in TIRZ Fund at Build Out	Net City Taxes Generated at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$2,587	($1,293)	$1,293	$7,036,193	($3,518,096)	$3,518,096
Proposed Multi Family	400	$200,000	$80,000,000	$1,014	($507)	$507	$405,760	($202,880)	$202,880
Proposed Retail & Commercial	260,000	$329.62	$85,700,000	$1.67	($0.84)	$0.84	$434,670	($217,335)	$217,335
Total			$1,552,962,000				$7,876,623	($3,938,312)	$3,938,312

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*Proposed Non TIRZ* Average PID Assessment Annual Installment per Unit	City Taxes used for PID Bonds Debt Service per Unit	Total Funds for Debt Service and PID/TIRZ Admin per Unit	*Proposed Non TIRZ* Average PID Assessment Annual Installment at Build Out	City Taxes used for PID Bonds Debt Service at Build Out	Total Funds for Debt Service and PID Admin at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$5,592	$1,293	$6,885	$15,209,392	$3,518,096	$18,727,488
Proposed Multi Family	400	$200,000	$80,000,000	$448	$507	$955	$179,282	$202,880	$382,162
Proposed Retail & Commercial	260,000	$330	$85,700,000	$0.74	$0.84	$1.57	$192,056	$217,335	$409,391
Total			$1,552,962,000				$15,580,730	$3,938,312	$19,519,042

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Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000159039

eRecording - Real Property

AGREEMENT

Recorded On: December 23, 2024 11:23 AM

Number of Pages: 134

" Examined and Charged as Follows: "

Total Recording: $553.00

********** **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:	2024000159039
Receipt Number:	20241223000117
Recorded Date/Time:	December 23, 2024 11:23 AM
User:	Patricia B
Station:	cck100

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

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

Stacey Kemp

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 12/17/2024
Staff Contact: Bernie Parker

AGENDA ITEM:
Consider/Discuss/Action on a Resolution approving a Development Agreement with Tellus Texas III, LLC, a Texas limited liability company and its successors and assigns, and Sherley Partners, LTD. (Director of Economic Development Bernie Parker)

SUMMARY:
Over the past few months, staff has been working with the Tellus Group and our financial consultants and legal counsel to develop a Development Agreement. Staff recommends approval.

FINANCIAL IMPACT:
The City will collect PID fees as per the City's PID policy at the amount of $10.8 Million. The development will provide major future property tax revenues undetermined at this time.

BACKGROUND:
The Tellus Group presented to the City Council twice in 2024 in which they highlighted the successful developments they have been a part of in the Dallas Metroplex as well as detailing the unique and one-of-a-kind features that the Anna Sherley Development will include.

Below are the highlights and business terms of the development agreement before City Council:

- Creation of a Public Improvement District and Tax Increment Reinvestment Zone;
- 65 Acre farm style amenity center with operational farming facilities;
- Higher residential construction standards;
- Diverse mix of residential lot types and densities, ranging up to 1/2 acre lots;
- Enhanced open space with internal trail systems which will connect to the downtown area;
- Addition of major roadway, water, and sanitary sewer Infrastructure East of Hwy 5;
- Future Anna ISD school sites;
- Future Municipal property sites ;
- City will collect PID fees as per the City's PID policy at the amount of $10.8 Million;

- City will dedicate 50% of the TIRZ tax increment reinvestment zone for this development;
- Agreement confirms limitation of lot sales to institutional investors; and
- Offers a pathway for the annexation of properties within Anna's Extraterritorial Jurisdiction (ETJ) that are part of this development upon meeting all requirements stipulated in this agreement.

STRATEGIC CONNECTIONS:
Goal 1: Sustainable Anna Community Through Planned Managed Growth

ATTACHMENTS:
1. 2024-10-22 City Council Presentation_Tellus
2. (TELLUS) SHERLEY FARMS -- Development Agreement [DEVELOPER EXECUTED] (1)

Item No. 7.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact:

AGENDA ITEM:
Approve Minutes of the December 2, 2024, Planning & Zoning Commission Meeting

SUMMARY:

BACKGROUND:

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

ATTACHMENTS:
1. 12-02-2024 PZ Minutes

MINUTES
PLANNING AND ZONING COMMISSION
December 2, 2024

The Planning and Zoning Commission of the City of Anna held a meeting at 6:00 p.m. on December 2, 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 6:02 p.m.

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

2. Invocation and Pledge of Allegiance

   Commissioner Blanscet 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 on previous Council meeting and upcoming workshops.

5. Location Map

Consent Items

A request to pull item 9 by Commissioner Vollmer a motion was made by Commissioner Vollmer to approve items 6,7,8, & 10, seconded by Commissioner Martin to recommend approval. Motion Passed. The vote was unanimous.

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

7. Approve a Resolution regarding the AVC Addition, Block A, Lot 1, Preliminary Plat (PP 24-0015).

8. Approve a Resolution regarding the Freestone Anna Phase 2, Preliminary Plat (PP 24-0014).

9. Approve a Resolution regarding the G2 Motorsports, Minor Plat (MP 24-0003).

10. Approve a Resolution regarding the RJ Addition, Block A, Lots 1 & 2, Final Plat (FP 24-0016)
Ms. Mecke spoke on Item 9 informing Commissioners it is a minor plat, (a one lot plat).

Commissioner Vollmer stated that his only concern was it seemed the applicant is consolidating a lot of things and wanted to know if they were changing anything or are the restrictions the exact same.

Ms. Mecke replied that the applicant is consolidating the eight lots that are currently existing, which includes two homes. Ms. Mecke corrected the statement that she believed there used to be two homes but believed one of them was torn down. She further clarified that the applicant is not establishing any new easements at this time, but they would have to dedicate right of way as part of the minor plat.

Commissioner Vollmer stated in the grand scheme of things it appears it's just an ease of tracking and consolidation of taxes, things of that nature.

Ms. Mecke responded that is correct, the applicant would receive one tax bill instead of eight.

A motion was made by Commissioner Vollmer, Seconded by Commissioner Blanscet. The vote was unanimous. Motion Passed.

Items for Individual Consideration

11. Consider/Discuss/Action on a Resolution regarding the Sundstrom Addition, Block A, Lots 1 & 2, Replat (RP 24-0004).

Ms. Mecke introduced the item as a replat from properties that were previously identified under the Westminster Original Donation, back when Westminster was its own town. She further explained that since that time Westminster revoked their charter, and it now falls within our ETJ.

Ms. Mecke explained that the applicant had submitted a building permit with Collin County Development Services which was approved previously under the original donation plat, the applicant has come back with a minor replat of the four lots making them two lots. The issue with the properties is in the ETJ, they are required to have a 25-foot setback as well as prove that they are providing some sort of wastewater, so the applicant is requesting waivers from these two regulations.

Ms. Mecke explained that if the applicant provided the 25-foot setback, it takes the lot and would make the two lots non developable and as stated before the building permits were already issued by Collin County, and the two properties are already under construction.

Staff recommended approval, subject to a waiver from the City Council for the Subdivision Ordinance Requirements of Section 9.02.088, which is the building line requirement, and section 9.02.090 as it pertains to the wastewater requirements.

Chairwoman Walden asked Ms. Mecke if the applicant currently has the ability to get wastewater and water at this site.

Ms. Mecke replied that there is no issue with the water, however the area does not have sewer.

Chairwoman Walden mentioned this as being part of the towns downtown area where the historical buildings are, she believed just across the street, and these don't have setbacks.

A Motion was made by Chairwoman Walden and seconded by Commissioner Nylec for approval. Motion passed. The vote was unanimous.

12. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend an existing Planned Development (Ord. No. 648-2014) to allow for a drone delivery hub as an accessory use, located on the west side of Buddy Hayes Boulevard, 265± feet north of W. White Street. Zoned Planned Development (Ord. No. 648-2014). (PD 24-0005).

    The Public Hearing opened at 6:11 P.M.

    Ms. Mecke introduced the item. The subject property is Walmart, the applicant is requesting to amend their planned development specifically for their site to allow drone delivery. The history of the property is that it was originally annexed and zoned in 2003 and in 2014 the city repealed the zoning ordinance and replaced it with the current Planned Development that is currently in place. Ms. Mecke noted that there was nothing in the zoning ordinance that covers drones and with being a new technology this is why we need to amend the current planned development to add it as an accessory use.

    Ms. Mecke explained that the request does not change the base zoning of the planned development and that it is in generally in conformance with the Comprehensive Plan.

    Ms. Mecke stated there would be Suggested standards such as restricting the area the drones would be in, what is shown on the site plan as a maximum of 5000 FT as well as provide screening with Ornamental trees. Ms. Mecke stated the applicant is required to have one canopy tree per 40 linear feet along Buddy Hayes Boulevard, staff is suggesting the applicant add additional ornamental trees every 20 linear feet of the fencing to give it a screening effect from Buddy Hayes Boulevard.

    Ms. Mecke informed Commissioners that the request will not impact parking but there would be a slight modification to the circulation for pharmacy pickup.

    One neutral response was received from the adjacent property owner. The applicants' representatives were also present with a presentation.

    Chairwoman Walden asked if the applicant would be willing to change the exit route coming out from the area to allow for traffic to flow a little better.

    Ms. Mecke responded that the challenge with this is the elevation in the area as this part of Buddy Hayes boulevard has a decent drop and there is a retaining wall and believed the grade change would be too significant for an exit.

    The applicants' representative Steven Graves addressed the Commissioners with a brief presentation before handing it off to Carolyn Cook with Kimley-Horn the civil engineer for the project who gave a brief introduction.

    Connor Wilkinson with Zipline addressed the Commissioners and gave a brief presentation of Zipline and how it is the worlds largest drone delivery company and safety features.

    Chairwoman Walden asked the applicant if they have an idea of what they would be droning out from this location and if there would be age restrictions on meds with a proof of identification.

The applicant responded that the drone would deliver about 80 percent of the items from Walmart which grocery and over the counter goods and as of right now there are not any plans to deliver age restricted items. He further explained that the aircraft was designed to be used like an app so that customers do not have to interact with the aircraft at all.

Commissioner Hermann asked if these had been deployed at any other Walmart locations.

The applicant responded that they have not deployed yet from any other Walmart locations but there are several under construction within the DFW area and a completed construction in Arkansas.

Commissioner Blanscet asked if there were an additional charge associated with Deliveries.

Steven Graves confirmed there would be a charge depending on where and how often you use it.

Commissioner Martin asked Mr. Graves if the Drone also has 4K cameras.

Mr. Graves responded that it does have visual systems with visual and acoustic sensors to understand the environment but does not have 4K cameras.

Commissioner Longmire asked how the system would deal with towers, trees, and other obstacles that might be in the way.

The applicant responded that using flight IQ, the drone can avoid those obstacles and do dynamic routing and reroute automatically.

Commissioner Longmire asked where the team that would track the drone be located.

The applicant replied that the flight operators are remote pilots based in North Carolina and based off system approvals from the FAA they can run multiple aircraft to a single operator at a remote site.

Commissioner Longmire asked what kind of failure rates they have seen in the past.

The applicant responded that in over 1.2 million commercial deliveries there have not been any serious safety issues or incidents and part of that is because the aircraft is designed with multiple redundancies.

Commissioner Longmire asked if the drone requires clear weather to fly.

The applicant responded that the aircraft is designed and tested to operate in inclement weather.

Commissioner Longmire asked how many of these might be in the air at one time over Anna.

The applicant responded that there were nine docks which would mean a maximum of 18 aircraft from this site but generally speaking the flights are so short we are not typically using 18 at a time.

Commissioner Martin asked if they had run into any privacy issues.

The applicant responded that they take privacy seriously and the drones have been designed so that we would feel comfortable having deliveries made to our neighbors.

Commissioner Nylec had a question for staff, he stated that he liked It and its new but wonders how the city is going to react to this if there are any complaints is this going to be a problem with citizens.

Commissioner Longmire asked if the commission could approve this without making a waiver.
Director of Development Services Stephanie Scott-Sims replied that the commissioners could recommend approval and once it goes to council any other questions could be sorted out as it refers to the FAA.

Commissioner Martin asked staff if what was being asked was to amend the definition since there is no definition and the example received in our packet is that of Plano's would we be adopting that and then amending it.

Mrs. Scott-Sims responded that is correct. She went on to say what we can do is if commissioners would like to recommend approval you can do so and the request to strike the definition can be left up to council. Prior to It going before council staff will speak with the city attorney about a recommendation for the actual language or verbiage of the definition.

The Public Hearing was closed at 6:44 p.m.

Chairwoman Walden asked commissioners if any of them had an issue with the weight.

Commissioner Longmire replied that if it is waived now the applicant could come back with much larger drones at a later point and they would not have to talk to commissioners or anyone with the city.

Commissioner Hermann clarified that it would have to be approved by the FAA.

Chairwoman Walden made a motion to approve with mark-throughs for the 55-pound total takeoff weight as defined in section 44801 of Title 49 United States Code. Seconded by Commissioner Blanscet. The motion passed unanimously.

13. Consider/Discuss/Action on a Resolution regarding the Walmart Anna Addition, Block A, Lot 1, Site Plan (SP 24-0007)

Ms. Mecke introduced the item and informed Commissioners it was contingent on item number 12.

A motion to approve was made by Commissioner Martin and seconded by Commissioner Nylec. The motion passed unanimously.

Chairwoman Walden Recognized that this would be the last meeting for Commissioner Blanscet and that he was appreciated for his insight and input over the last two years.

Adjourn

A motion was made by Commissioner Martin, seconded by Commissioner Longmire, to adjourn the meeting. The vote was unanimous. The meeting was adjourned at 6:49 P.M.

_____
Chairwoman Jessica Walden

ATTEST:

_____

Lauren Mecke, Planning Manager

Item No. 8.

Planning & Zoning Commission Agenda
Staff Report

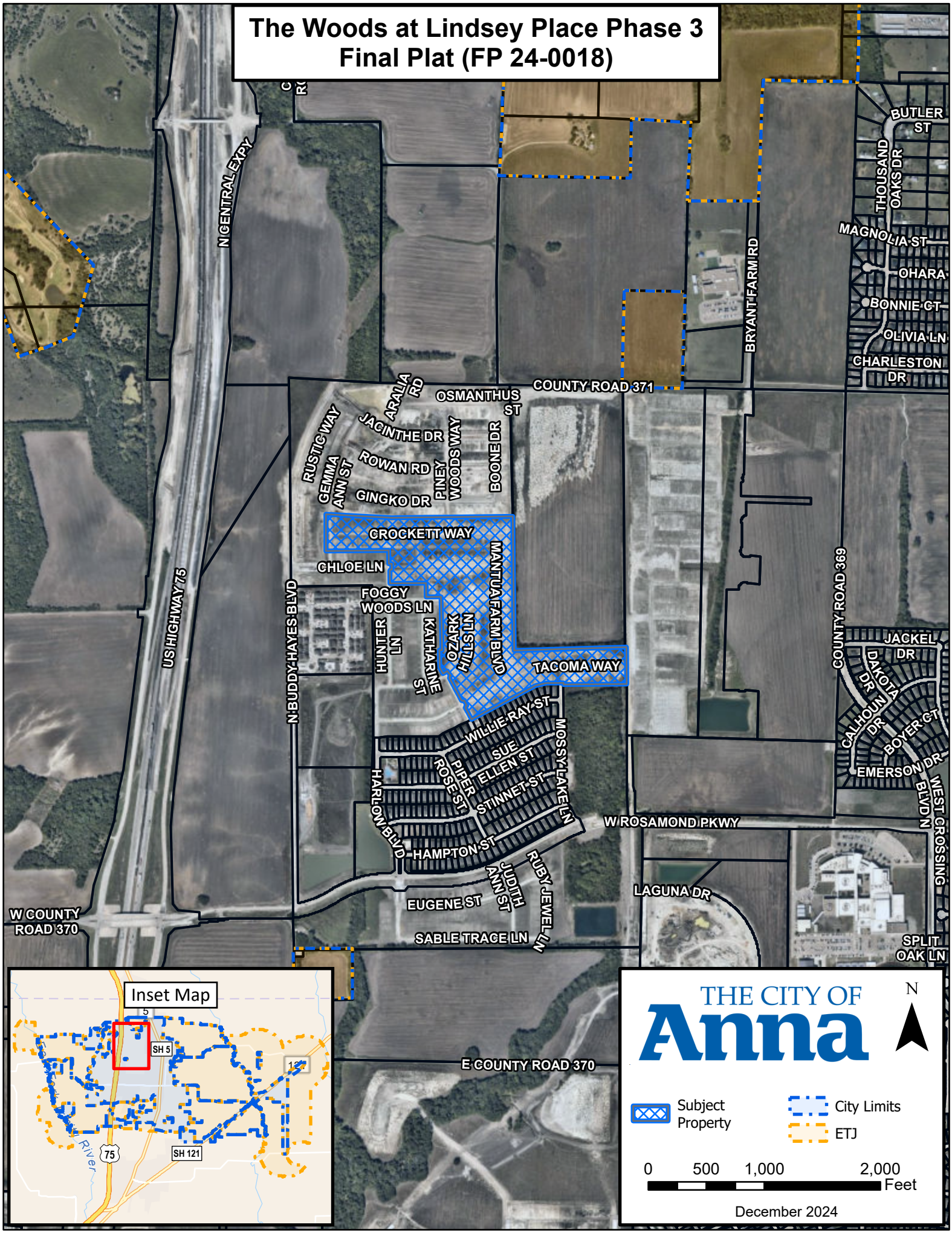
Meeting Date: 1/6/2025
Staff Contact: Everett Johnson

AGENDA ITEM:
Approve a Resolution regarding The Woods at Lindsey Place, Phase 3, Final Plat (FP 24-0018)
Owner: David Booth, CPA - D.R. Horton

SUMMARY:
118 Single-Family Residence District-Zero Lot Line (SF-Z) lots, 102 Single-Family Residence-60 (SF-60) lots, and four Homeowners' Association lots on 39.2± acres on the north and south sides of Chloe Lane, 850± feet east of N. Buddy Hayes Blvd. Zoned Planned Development/Restricted Commercial (C-1)/General Commercial (C-2)/ Multiple-Family Residential – High Density (MF-2)/Single-Family Residence-72 (SF-72)/ Single-Family Residence-60 (SF-60)/Single-Family Residence -Zero Lot Line (SF-Z)/Townhome (SF-TH) Districts. (PD/C-1/C-2/MF-2/SF-72/SF-60/SF-Z/SF-TH) (Ord. 881-2020 as amended).

STAFF RECOMMENDATION:
Recommended for approval as submitted.

ATTACHMENTS:
1. Locator Map - The Woods at Lindsey Place, Phase 3, Final Plat (FP 24-0018)
2. Resolution - The Woods at Lindsey Place, Phase 3, Final Plat (FP 24-0018)
3. Exhibit A - The Woods at Lindsey Place, Phase 3, Final Plat (FP 24-0018)


The Woods at Lindsey Place Phase 3
Final Plat (FP 24-0018)
N CENTRAL EXPY
US HIGHWAY 75
N BUDDY HAYES BLVD
COUNTY ROAD 371
COUNTY ROAD 369
BUTLER ST
THOUSAND OAKS DR
MAGNOLIA ST
OHARA
BONNIE CT
OLIVIA LN
CHARLESTON DR
BRYANT FARM RD
ARALIA RD
OSMANTHUS ST
JACINTHE DR
RUSTIC WAY
GEMMA ANN ST
ROWAN RD
PINEY WOODS WAY
BOONE DR
GINGKO DR
CROCKETT WAY
CHLOE LN
FOGGY WOODS LN
HUNTER LN
KATHARINE ST
OZARK HILLS LN
MANTUA FARM BLVD
TACOMA WAY
WILLIE RAY ST
SUE ELLEN ST
PIPER ROSE ST
STINNET ST
MOSSY LAKE LN
HARLOW BLVD
HAMPTON ST
W ROSAMOND PKWY
WEST CROSSING BLVD N
JACKEL DR
DAKOTA DR
CALHOUN DR
BOYER CT
EMERSON DR
LAGUNA DR
SPLIT OAK LN
RUBY JEWEL LN
JUDITH ANN ST
EUGENE ST
SABLE TRACE LN
W COUNTY ROAD 370
E COUNTY ROAD 370
Inset Map
SH 5
SH 121
75
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 500 1,000 2,000
Feet
December 2024

CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2025-01-_____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODS AT LINDSEY PLACE, PHASE 3, FINAL PLAT. (FP 24-0018)

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 Booth, CPA – D.R. Horton has submitted an application for the approval of The Woods at Lindsey Place, Phase 3, Final Plat; and

WHEREAS, the Final 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 Final Plat

The Planning & Zoning Commission hereby approves The Woods at Lindsey Place, Phase 3, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

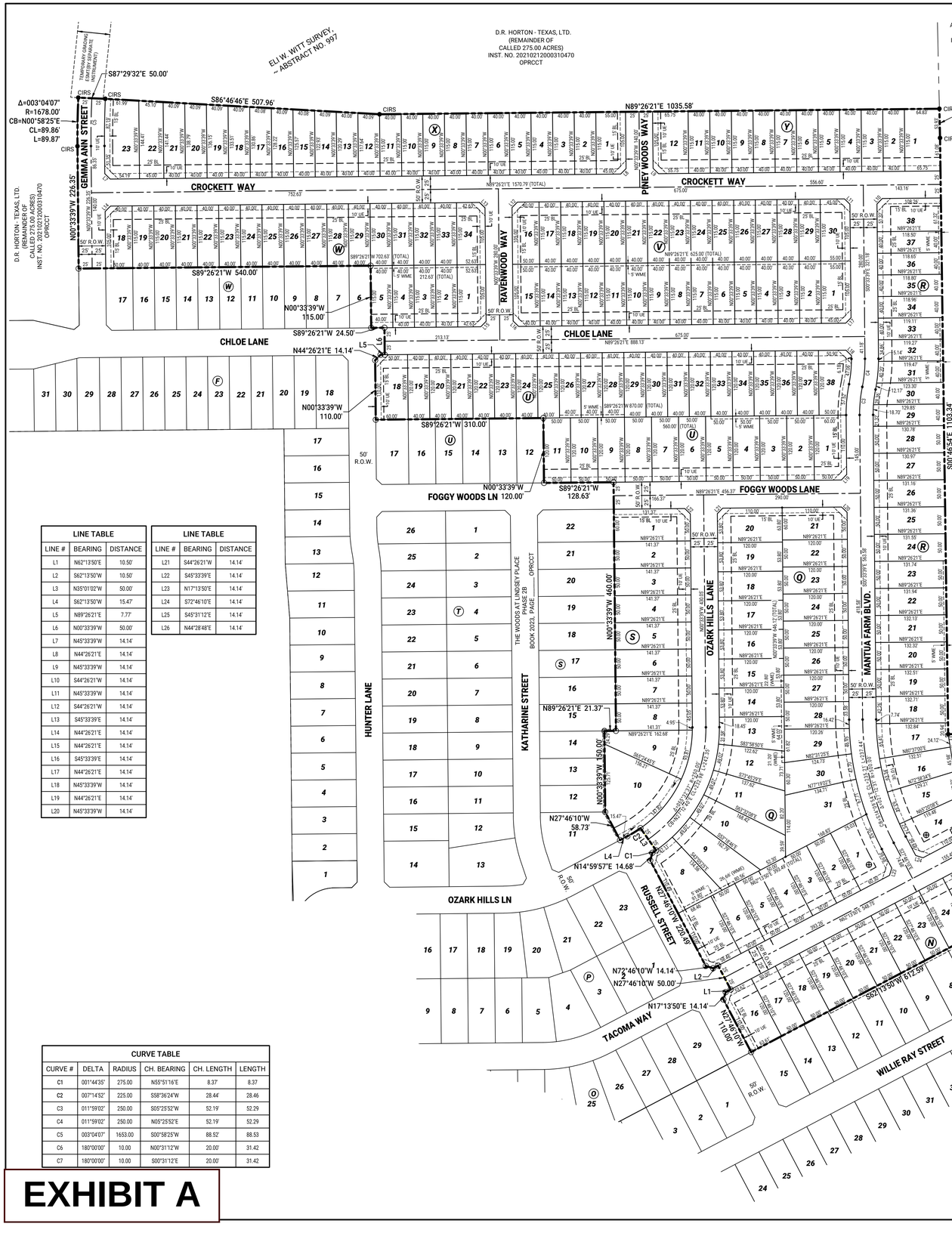
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 6th day of January 2025.

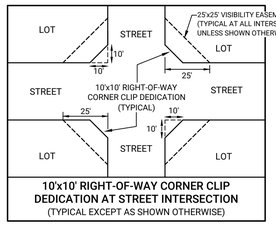
ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

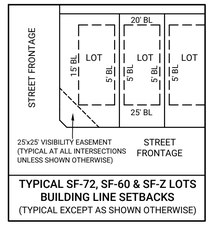
APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

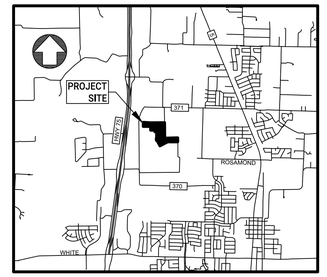




10'x10' RIGHT-OF-WAY CORNER CLIP DEDICATION AT STREET INTERSECTION
(TYPICAL EXCEPT AS SHOWN OTHERWISE)



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



LOCATION MAP
(NOT TO SCALE)

NOTES:

1. The Bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone (4202) - NAD83 (2011).
2. All corners are 5/8-Inch iron rods with caps stamped "BCG 10194538", unless otherwise noted.
3. According to Flood Insurance Rate Map No. 48085C0155J, effective date June 02, 2009, a 100-year floodplain does not exist on this site.
4. Selling a portion of this plat by metes and bounds is a violation of city ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
5. All open space - non-residential lots shall be owned and maintained by the Home Owners Association (HOA). Fencing along open space - non-residential lots shall comply to PD Zoning requirements.
6. Sidewalks shall be constructed in accordance with the thoroughfare plan and Subdivision Ordinance.
7. Development standards of this Plat shall comply with Zoning Ordinance.
8. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
9. Common Area Lots are as follows and are to be maintained by the HOA:
   1. Lot 1X & 2X, Block I, as shown hereon.
   2. Lot 1X & 2X, Block R, as shown hereon.
10. See sheet 3 of 3 for lot area tables.

LEGEND	
IRF (CIRF)	(CAPPED) IRON ROD FOUND
●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
○	1/2" CAPPED IRON ROD STAMPED "BOHLER"
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
(A)	DENOTES SUBDIVISION BLOCK
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
⊕	DENOTES KEY LOT
OPRCCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
DRCCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS, COLLIN COUNTY, TEXAS
C.L.	CENTERLINE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°13'50"E	10.50'
L2	S62°13'50"W	10.50'
L3	N35°01'02"W	50.00'
L4	S62°13'50"W	15.47'
L5	N89°26'21"E	7.77'
L6	N00°33'39"W	50.00'
L7	N45°33'39"W	14.14'
L8	N44°26'21"E	14.14'
L9	N45°33'39"W	14.14'
L10	S44°26'21"W	14.14'
L11	N45°33'39"W	14.14'
L12	S44°26'21"W	14.14'
L13	S45°33'39"E	14.14'
L14	N44°26'21"E	14.14'
L15	N44°26'21"E	14.14'
L16	S45°33'39"E	14.14'
L17	N44°26'21"E	14.14'
L18	N45°33'39"W	14.14'
L19	N44°26'21"E	14.14'
L20	N45°33'39"W	14.14'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S44°26'21"W	14.14'
L22	S45°33'39"E	14.14'
L23	N17°13'50"E	14.14'
L24	S72°46'10"E	14.14'
L25	S45°31'12"E	14.14'
L26	N44°28'48"E	14.14'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	001°44'35"	275.00	N55°51'16"E	8.37	8.37
C2	007°14'52"	225.00	S58°36'24"W	28.44	28.46
C3	011°59'02"	250.00	S05°25'52"W	52.19	52.29
C4	011°59'02"	250.00	N05°25'52"E	52.19	52.29
C5	003°04'07"	1653.00	S00°58'25"W	88.52	88.53
C6	180°00'00"	10.00	N00°31'12"W	20.00	31.42
C7	180°00'00"	10.00	S00°31'12"E	20.00	31.42

EXHIBIT A

OWNER/DEVELOPER:
D. R. HORTON - TEXAS, LTD.
4306 MILLER ROAD
ROWLETT, TEXAS 75088
PHONE: 214-607-4244

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184
TELEPHONE: (214) 484-7055
EMAIL: JNichols@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC

TBPELS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE: (214) 484-7055
PROJECT NO. 2023-003
DATE: DECEMBER 2024

FP 24-0018
FINAL PLAT

THE WOODS AT LINDSEY PLACE PHASE 3

220 RESIDENTIAL LOTS (118 SF-Z, 102 SF-60)
4 OPEN SPACE/HOA LOTS

BEING 39.162 ACRES OF LAND
SITUATED IN THE
ELI W. WITT SURVEY, ABSTRACT NO. 997

BLOCK I, LOTS 1X & 2X, 1-6;
BLOCK N, LOTS 16-31;
BLOCK Q, LOTS 1-31;
BLOCK R, LOTS 1X & 2X, 1-38;
BLOCK S, LOTS 1-10;
BLOCK U, LOTS 1-11, 18-38;
BLOCK V, LOTS 1-30 ;
BLOCK W, LOTS 1-5 & 18-34;
BLOCK X, LOTS 1-23;
AND BLOCK Y, LOTS 1-12;

CITY OF ANNA,
COLLIN COUNTY, TEXAS

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

TECH=BAS
SCALE 1"=100'

S:\2023\2023003\00 Woods at Lindsey\SURVEY\Plat_023-003-FP.dwg

OWNER'S CERTIFICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS D.R. HORTON TEXAS, LTD. Is the owner of that certain tract of land situated in the Eli W. Witt Survey, Abstract No. 997, in the City of Anna, Collin County, Texas, and being part of that certain called 275.00 acre tract of land described in deed to D.R. Horton -Texas, LTD. recorded in Instrument No. 20210212000310470 of the Official Public Records of Collin County, Texas (OPRCCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "Bohler Eng" found at the northeast corner of The Woods at Lindsey Place Phase 1, an addition to the City of Anna, Texas according to Final Plat recorded in Book 2023, Pages 174-177, OPRCCT, said iron rod also being located in the east right-of-way line of Mossy Lake Lane (called 50-foot right-of-way according to said Final Plat);

THENCE with the northerly line of said The Woods at Lindsey Place Phase 1, the following courses to 1/2-inch iron rods with cap stamped "Bohler Eng" found for corner;

South 89°28'48" West, a distance of 161.53 feet;

South 77°11'07" West, a distance of 91.82 feet;

And South 62°13'50" West, a distance of 612.59 feet;

THENCE over and across said D.R. Horton -Texas, Ltd. tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

North 27°46'10" West, a distance of 110.00 feet;

North 17°13'50" East, a distance of 14.14 feet;

North 62°13'50" East, a distance of 10.50 feet;

North 27°46'10" West, a distance of 50.00 feet;

South 62°13'50" West, a distance of 10.50 feet;

North 72°46'10" West, a distance of 14.14 feet;

North 27°46'10" West, a distance of 220.49 feet;

North 14°59'57" East, a distance of 14.68 feet, said iron rod being the beginning of a non- tangent curve to the left;

Northeasterly, with said curve which has a central angle of 01°44'35", a radius of 275.00 feet, a chord which bears North 55°51'16" East, a chord distance of 8.37 feet, and for an arc distance of 8.37 feet;

North 35°01'02" West, a distance of 50.00 feet to the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 07°14'52", a radius of 225.00 feet, a chord which bears South 58°36'24" West, a chord distance of 28.44 feet, and for an arc distance of 28.46 feet;

South 62°13'50" West, a distance of 15.47 feet;

North 27°46'10" West, a distance of 58.73 feet;

North 00°33'39" West, a distance of 150.00 feet;

North 89°26'21" East, a distance of 21.37 feet;

North 00°33'39" West, a distance of 460.00 feet;

South 89°26'21" West, a distance of 128.63 feet;

North 00°33'39" West, a distance of 120.00 feet;

South 89°26'21" West, a distance of 310.00 feet;

North 00°33'39" West, a distance of 110.00 feet;

North 44°26'21" East, a distance of 14.14 feet;

North 89°26'21" East, a distance of 7.77 feet;

North 00°33'39" West, a distance of 50.00 feet;

South 89°26'21" West, a distance of 24.50 feet;

North 00°33'39" West, a distance of 115.00 feet;

South 89°26'21" West, a distance of 540.00 feet;

North 00°33'39" West, a distance of 226.35 feet to the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 03°04'07", a radius of 1678.00 feet, a chord which bears North 00°58'25" East, a chord distance of 89.86 feet, and for an arc distance of 89.87 feet;

South 87°29'32" East, a distance of 50.00 feet;

South 86°46'46" East, a distance of 507.96 feet;

And North 89°26'21" East, a distance of 1035.58 feet to the east line of said D.R. Horton -Texas, Ltd. tract, and the west line of that certain called 95.444 acre tract of land described in deed to Anacapri Laguna Azure, LLC recorded in Instrument No. 20210819001679920, OPRCCT;

THENCE South 01°17'12" East, with said east line of the D.R. Horton -Texas, Ltd. tract, and said west line of the Anacapri Laguna Azure, LLC tract, a distance of 53.93 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 00°46'54" East, continuing with said east line of the D.R. Horton -Texas, Ltd. tract, and said west line of the Anacapri Laguna Azure, LLC tract, a distance of 1103.34 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an inner ell corner of said D.R. Horton -Texas, Ltd. tract and a southwest corner of said Anacapri Laguna Azure, LLC tract;

THENCE North 88°20'59" East, with a north line of the D.R. Horton -Texas, Ltd. tract and a south line of the Anacapri Laguna Azure, LLC tract, a distance of 966.95 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 00°40'32" East, with the east line of the D.R. Horton -Texas, Ltd. tract and the west line of the Anacapri Laguna Azure, LLC tract, a distance of 313.80 feet to a 1/2-inch iron rod with cap stamped "Bohler Eng" found for corner;

THENCE South 89°28'48" West, over and across said D.R. Horton -Texas, Ltd. tract, a distance of 541.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner on said east right-of-way line of Mossy Lake Lane;

THENCE North 00°31'12" West, with said east right-of-way line of Mossy Lake Lane, and The Woods at Lindsey Place Phase 1, a distance of 10.00 feet to the **POINT OF BEGINNING**, and containing an area of 1,705,885 square feet, or 39.162 acres of land.

EXHIBIT A

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT D.R. HORTON - TEXAS, LTD., acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **THE WOODS AT LINDSEY PLACE PHASE 3**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape mprovements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

By: D. R. HORTON - TEXAS, LTD.

_____
David Booth
Land Acquisition Development Manager

_____
Printed Name and Title

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for the state of texas, on this day personally appeared David Booth, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES:_____

VAM EASEMENT

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

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, JIMMIE D. NICHOLS, a registered professional land surveyor, do hereby certify that this plat was prepared and the field notes made a part hereof from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with the City of Anna Subdivision Regulations.

DATED THIS THE _____ DAY OF _____, 20____.

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for The State of Texas, on this day personally appeared JIMMIE D. NICHOLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL
Approved on this _____ day of _____, 20____, by the Planning and Zoning, City of Anna, Texas.

_____
Planning & Zoning Commission Chair

_____
Director of Development Services

FP 24-0018
FINAL PLAT

THE WOODS AT LINDSEY PLACE PHASE 3

220 RESIDENTIAL LOTS (118 SF-Z, 102 SF-60)
4 OPEN SPACE/HOA LOTS

BEING 39.162 ACRES OF LAND
SITUATED IN THE
ELI W. WITT SURVEY, ABSTRACT NO. 997

BLOCK I, LOTS 1X & 2X, 1-6;
BLOCK N, LOTS 16-31;
BLOCK Q, LOTS 1-31;
BLOCK R, LOTS 1X & 2X, 1-38;
BLOCK S, LOTS 1-10;
BLOCK U, LOTS 1-11, 18-38;
BLOCK V, LOTS 1-30 ;
BLOCK W, LOTS 1-5 & 18-34;
BLOCK X, LOTS 1-23;
AND BLOCK Y, LOTS 1-12;

CITY OF ANNA,
COLLIN COUNTY, TEXAS

OWNER/DEVELOPER:
D. R. HORTON - TEXAS, LTD.
4306 MILLER ROAD
ROWLETT, TEXAS 75088
PHONE: 214-607-4244

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184
TELEPHONE: (214) 484-7055
EMAIL: JNichols@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPELS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE: (214) 484-7055
PROJECT NO. 2023-003
DATE: DECEMBER 2024

TECH=BAS
SCALE 1"=100'

P R E L I M I N A R Y
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S:\2023\2023003.00\Woods at Lindsey\SURVEY\Plat_023-003 FP.dwg

Block I - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.149	6,500
2	0.149	6,500
3	0.149	6,500
4	0.149	6,500
5	0.149	6,500
6	0.178	7,750
100	0.435	18,936
201	0.042	1,813

Block I Total Area	
Area (AC)	Area (SF)
0.042	1,813
1.359	59,186

Block N - Lot Area		
Block/Lot	Area (AC)	Area (SF)
16	0.174	7,584
17	0.138	6,000
18	0.138	6,000
19	0.138	6,000
20	0.138	6,000
21	0.138	6,000
22	0.138	6,000
23	0.138	6,000
24	0.138	6,000
25	0.138	6,000
26	0.138	6,000
27	0.154	6,689
28	0.152	6,623
29	0.152	6,638
30	0.147	6,407
31	0.164	7,150

Block N Total Area	
Area (AC)	Area (SF)
2.321	101,091

Block Q - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.195	8,496
2	0.138	6,000
3	0.138	6,000
4	0.138	6,000
5	0.138	6,000
6	0.138	6,000
7	0.187	8,165
8	0.212	9,240
9	0.210	9,164
10	0.262	11,400
11	0.218	9,489
12	0.179	7,812
13	0.158	6,871
14	0.148	6,456
15	0.148	6,456
16	0.148	6,456
17	0.148	6,456
18	0.148	6,456
19	0.148	6,456
20	0.175	7,606
21	0.164	7,150
22	0.138	6,000
23	0.138	6,000
24	0.138	6,000
25	0.138	6,000
26	0.138	6,000
27	0.138	6,000
28	0.138	6,001
29	0.152	6,625
30	0.159	6,925
31	0.300	13,057

Block Q Total Area	
Area (AC)	Area (SF)
5.113	222,737

Block R - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.148	6,438
2	0.147	6,388
3	0.146	6,339
4	0.144	6,290
5	0.143	6,240
6	0.142	6,191
7	0.140	6,112
8	0.139	6,063
9	0.146	6,373
10	0.152	6,631
11	0.164	7,163
12	0.185	8,062
13	0.298	12,968
14	0.198	8,607
15	0.158	6,871
16	0.165	7,171
17	0.168	7,307
18	0.152	6,640
19	0.152	6,630
20	0.152	6,621
21	0.152	6,611
22	0.152	6,602
23	0.151	6,592
24	0.151	6,582
25	0.151	6,573
26	0.151	6,563
27	0.150	6,553
28	0.150	6,544
29	0.120	5,223
30	0.117	5,078
31	0.111	4,836
32	0.110	4,774
33	0.109	4,768
34	0.109	4,761
35	0.109	4,755
36	0.109	4,749
37	0.109	4,743
38	0.165	7,209
105	0.437	19,014
204	0.085	3,691

Block R Total Area	
Area (AC)	Area (SF)
6.137	267,326

Block S - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.194	8,432
2	0.162	7,068
3	0.162	7,068
4	0.162	7,068
5	0.162	7,068
6	0.162	7,068
7	0.162	7,068
8	0.162	7,068
9	0.216	9,395
10	0.342	14,907

Block S Total Area	
Area (AC)	Area (SF)
1.887	82,210

Block U - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.164	7,150
2	0.138	6,000
3	0.138	6,000
4	0.138	6,000
5	0.138	6,000
6	0.138	6,000
7	0.138	6,000
8	0.138	6,000
9	0.138	6,000
10	0.138	6,000
11	0.138	6,000
18	0.164	7,150
19	0.110	4,800
20	0.110	4,800
21	0.110	4,800
22	0.110	4,800
23	0.110	4,800
24	0.110	4,800
25	0.110	4,800
26	0.110	4,800
27	0.110	4,800
28	0.110	4,800
29	0.110	4,800
30	0.110	4,800
31	0.110	4,800
32	0.110	4,800
33	0.110	4,800
34	0.110	4,800
35	0.110	4,800
36	0.110	4,800
37	0.110	4,800
38	0.153	6,673

Block U Total Area	
Area (AC)	Area (SF)
3.953	172,173

Block V - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.144	6,275
2	0.106	4,600
3	0.106	4,600
4	0.106	4,600
5	0.106	4,600
6	0.106	4,600
7	0.106	4,600
8	0.106	4,600
9	0.106	4,600
10	0.106	4,600
11	0.106	4,600
12	0.106	4,600
13	0.106	4,600
14	0.106	4,600
15	0.131	5,700
16	0.131	5,700
17	0.106	4,600
18	0.106	4,600
19	0.106	4,600
20	0.106	4,600
21	0.106	4,600
22	0.106	4,600
23	0.106	4,600
24	0.106	4,600
25	0.106	4,600
26	0.106	4,600
27	0.106	4,600
28	0.106	4,600
29	0.106	4,600
30	0.144	6,275

Block V Total Area	
Area (AC)	Area (SF)
3.295	143,550

Block W - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.138	6,002
2	0.106	4,600
3	0.106	4,600
4	0.106	4,600
5	0.106	4,600
18	0.131	5,700
19	0.106	4,600
20	0.106	4,600
21	0.106	4,600
22	0.106	4,600
23	0.106	4,600
24	0.106	4,600
25	0.106	4,600
26	0.106	4,600
27	0.106	4,600
28	0.106	4,600
29	0.106	4,600
30	0.106	4,600
31	0.106	4,600
32	0.106	4,600
33	0.106	4,600
34	0.138	6,002

Block W Total Area	
Area (AC)	Area (SF)
2.413	105,104

Block X - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.144	6,275
2	0.106	4,600
3	0.106	4,600
4	0.106	4,600
5	0.106	4,600
6	0.106	4,600
7	0.106	4,600
8	0.106	4,600
9	0.106	4,600
10	0.106	4,600
11	0.106	4,600
12	0.107	4,653
13	0.109	4,759
14	0.112	4,864
15	0.114	4,970
16	0.117	5,076
17	0.119	5,182
18	0.121	5,287
19	0.124	5,393
20	0.126	5,499
21	0.129	5,605
22	0.148	6,432
23	0.213	9,288

Block X Total Area	
Area (AC)	Area (SF)
2.738	119,283

Block Y - Lot Area		
Block/Lot	Area (AC)	Area (SF)
1	0.172	7,509
2	0.106	4,600
3	0.106	4,600
4	0.106	4,600
5	0.106	4,600
6	0.106	4,600
7	0.106	4,600
8	0.106	4,600
9	0.106	4,600
10	0.106	4,600
11	0.106	4,600
12	0.172	7,512

Block Y Total Area	
Area (AC)	Area (SF)
1.401	61,021

FP 24-0018

FINAL PLAT

THE WOODS AT LINDSEY PLACE PHASE 3

220 RESIDENTIAL LOTS (118 SF-Z, 102 SF-60)
4 OPEN SPACE/HOA LOTS

BEING 39.162 ACRES OF LAND
SITUATED IN THE
ELI W. WITT SURVEY, ABSTRACT NO. 997

BLOCK I, LOTS 1X & 2X, 1-6;
BLOCK N, LOTS 16-31;
BLOCK Q, LOTS 1-31;
BLOCK R, LOTS 1X & 2X, 1-38;
BLOCK S, LOTS 1-10;
BLOCK U, LOTS 1-11, 18-38;
BLOCK V, LOTS 1-30 ;
BLOCK W, LOTS 1-5 & 18-34;
BLOCK X, LOTS 1-23;
AND BLOCK Y, LOTS 1-12;

CITY OF ANNA,
COLLIN COUNTY, TEXAS

EXHIBIT A

OWNER/DEVELOPER:
D. R. HORTON - TEXAS, LTD.
4306 MILLER ROAD
ROWLETT, TEXAS 75088
PHONE: 214-607-4244

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184
TELEPHONE: (214) 484-7055
EMAIL: JNichols@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPELS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE: (214) 484-7055
PROJECT NO. 2023-003
DATE: DECEMBER 2024

TECH=BAS
SCALE 1"=100'

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

S:\2023\2023003-DR Wood\Lot Lines\Exhibit\FINAL\FP24_003-FP.dwg

Item No. 9.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:
Approve a Resolution regarding the Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)
Owner: 3 BAD HOMBRES LLC

SUMMARY:
11 lots on 18.8± acres on the northwest corner of W. Rosamond Parkway and N. Powell Parkway (State Highway 5). Zoned Planned Development/Single-Family Residential-72/Commercial-1 (PD/SF-72/C-1) (Ord. 1105-2024-07 & Ord. 797-2018).

The purpose of the plat is to subdivide one lot into 11 lots and to dedicate right-of-way and easements necessary for development.

STAFF RECOMMENDATION:
Recommended for approval as submitted.

ATTACHMENTS:
1. Locator Map - Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)
2. Resolution - Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)
3. Exhibit A - Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)

Shadowbend Commercial, Block A, Lots 1-11
Conveyance Plat (CVP 24-0007)

CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2025-01-_____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING SHADOWBEND COMMERCIAL, BOCK A, LOTS 1-11, CONVEYANCE PLAT. (CVP 24-0007).

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, 3 Bad Hombres, LLC has submitted an application for the approval of Shadowbend Commercial, Block A, Lots 1-11, 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 Shadowbend Commercial, Block A, Lots 1-11 Conveyance Plat attached hereto as Exhibit A.

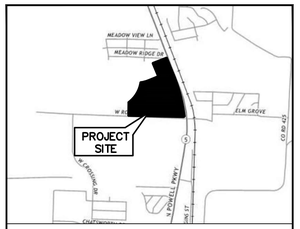
PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 6th day of January, 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden



CITY OF ANNA, COLLIN COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE

NORTH

NORTH

GRAPHIC SCALE: 1" = 100'

100 0 100 200 300 Feet

LEGEND OF ABBREVIATIONS

- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- DOC. NO. DOCUMENT NUMBER
- VOL., PG. VOLUME AND PAGE
- SQ. FT. SQUARE FEET
- FND FOUND
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- (S) 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET
- (A) BLOCK NO.

(E1) 5' WALL EASEMENT AND MAINTENANCE AGREMENT DOC. NO. 20219082000109800, O.P.R.C.C.T.

(E2) 15' SANITARY SEWER EASEMENT TO THE CITY OF ANNA DOC. NO. 20210715010002580, P.R.C.C.T.

(E3) 10' UTILITY EASEMENT DOC. NO. 20210715010002580, P.R.C.C.T.

(P1) 10' PEDESTRIAN EASEMENT PER THIS PLAT

(P2) 5' SCREENING WALL EASEMENT PER THIS PLAT

SURVEYOR'S NOTES:

1. BEARINGS AND DISTANCES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202 NORTH AMERICAN DATUM OF 1983 (NAD 83) (U.S. FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506.
2. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
3. 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 N ACCORDANCE WITH THE CITY OF ANNA, SELLING NDS, EXCEPT AS SHOWN CE PLAT, FINAL PLAT, OR STATE LAW.

EXHIBIT A

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°46'43" W	13.19'
L2	N 41°33'24" E	58.17'
L3	S 88°42'47" E	44.61'
L4	N 16°15'20" W	83.22'
L5	N 22°38'34" W	59.27'

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	630.21'	43°49'35"	482.06'	N 31°10'31" E	470.39'
C2	629.07'	15°09'38"	166.45'	N 74°55'57" E	165.97'
C3	3,242.50'	15°19'10"	866.97'	S 14°32'05" E	864.39'

SURVEYOR'S STATEMENT

THAT I, DANIEL L. JACKSON DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED 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, COLLIN COUNTY, TEXAS.

DATED THIS THE _____ DAY OF _____, 2024.

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

_____

DANIEL L. JACKSON
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5577

STATE OF TEXAS §
COUNTY OF DENTON §

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

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

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

APPROVED ON THIS THE _____DAY OF _____, 20_____, BY THE PLANNING & ZONING COMMISSION, CITY OF ANNA, TEXAS.

_____
PLANNING & ZONING COMMISSION CHAIR

_____
DIRECTOR OF DEVELOPMENT SERVICES

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS 3 BAD HOMBRES, LLC ARE THE OWNERS OF A TRACT OF LAND SITUATED IN THE SITUATED IN THE J.C. BRANTLEY SURVEY, ABSTRACT NO. 114, COLLIN COUNTY, TEXAS, BEING ALL OF A CALLED 18.798 ACRE TRACT DESCRIBED TO 3 BAD HOMBRES, LLC IN DEED RECORDED IN DOCUMENT (DOC.) NO. 20240000699804, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), WITH SAID 18.798 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "TX DOT ROW" FOUND AT THE SOUTH END OF A CUTBACK CORNER AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF ROSAMOND PARKWAY (R.O.W. VARIES) AND THE WEST R.O.W. LINE OF STATE HIGHWAY NO. 5 (R.O.W. VARIES), SAME BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88 DEGREES 42 MINUTES 47 SECONDS WEST, WITH THE NORTH R.O.W. LINE OF SAID ROSAMOND PARKWAY, A DISTANCE OF 1,117.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "SPIARS" FOUND IN THE CENTERLINE OF SAID ROSAMOND PARKWAY FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 00 DEGREES 23 MINUTES 12 SECONDS EAST, DEPARTING THE CENTERLINE OF SAID ROSAMOND PARKWAY AND WITH THE EAST LINE OF LOT 2X, BLOCK B, SHADOWBEND, PH-1, A DISTANCE OF 262.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHEAST LINE OF LOT 23 OF SAID BLOCK B FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 630.21 FEET, A CENTRAL ANGLE OF 43 DEGREES 49 MINUTES 35 SECONDS, AN ARC LENGTH OF 482.06 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 31 DEGREES 10 MINUTES 31 SECONDS EAST, – 470.39 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE COMMON CORNER OF LOTS 14, 15 AND 16 OF SAID BLOCK B AND BEGINNING OF A CURVE TO THE LEFT;

THENCE, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 629.07 FEET, A CENTRAL ANGLE OF 15 DEGREES 09 MINUTES 38 SECONDS, AN ARC LENGTH OF 166.45 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 74 DEGREES 55 MINUTES 57 SECONDS EAST, – 165.97 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF LOT 11 OF SAID BLOCK B FOR CORNER;

THENCE, NORTH 67 DEGREES 26 MINUTES 27 SECONDS EAST, WITH THE SOUTHEAST LINE OF SAID BLOCK B, A DISTANCE OF 217.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK B AND AN INTERIOR "ELL" CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 22 DEGREES 38 MINUTES 34 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID LOT 8 AND OF LOT 1X OF SAID BLOCK B, A DISTANCE OF 290.32 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 68 DEGREES 56 MINUTES 21 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 18.798 ACRE TRACT AND THE SOUTHEAST R.O.W. LINE OF ROBINSON DRIVE (50 FOOT R.O.W.), A DISTANCE OF 294.03 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST R.O.W. LINE OF SAID STATE HIGHWAY NO. 5 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 22 DEGREES 11 MINUTES 40 SECONDS EAST, WITH THE SOUTHWEST R.O.W. LINE OF SAID STATE HIGHWAY NO. 5, A DISTANCE OF 372.14 FEET TO A THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,242.50 FEET, A CENTRAL ANGLE OF 15 DEGREES 19 MINUTES 10 SECONDS, AN ARC LENGTH OF 866.97 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 32 MINUTES 05 SECONDS EAST, – 864.39 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TX DOT ROW" FOUND ON THE NORTH END OF SAID CUTBACK CORNER;

THENCE, SOUTH 44 DEGREES 46 MINUTES 43 SECONDS WEST, WITH SAID CUTBACK CORNER, A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.798 ACRES OR 818,859 SQUARE FEET OF LAND.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT 3 BAD HOMBRES, LLC ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS SHADOWBEND COMMERCIAL, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANNA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA, TEXAS.

WITNESS MY HAND AT DALLAS, TEXAS, THIS THE _____ DAY OF _____, 2024.

3 BAD HOMBRES, LLC

_____
AUTHORIZED SIGNATORY

_____ _____ _____
NAME/TITLE DATE

STATE OF TEXAS §
COUNTY OF _____ §

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

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ENGINEER
Macatee Engineering
Phone: 214.373.1180
4144 N. Central Expressway, Suite 340
Dallas, Texas 75204

OWNER/DEVELOPER
3 Bad Hombres, LLC
Phone: 972.979.0426
6310 Lemmon Avenue, Suite 202
Dallas, Texas 75209

WINDROSE
LAND SURVEYING | PLATTING
1760 S. STEMMONS FRWY, SUITE 180 I LEWISVILLE, TX 75067 I 214.217.2544
FIRM REGISTRATION NO. 10194331 I WINDROSESERVICES.COM

DRAWN BY: SS DATE: 09/10/2024 CHECKED BY: MC JOB NO.: D60015
POC: Stephen Salcido Phone: 972.370.5871 Email: stephen.salcido@windroseservices.com

(CVP 24-0007)
CONVEYANCE PLAT
SHADOWBEND COMMERICAL
BLOCK A, LOTS 1-11
BEING A 18.798 ACRE TRACT
SITUATED IN THE
J.C. BRANTLEY SURVEY, ABSTRACT NO. 114
CITY OF ANNA, COLLIN COUNTY, TEXAS

DATE PREPARED: 11/27/2024

Item No. 10.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Urban Crossing, Block A, Lots 23R & 22R, Replat (RP 24-0006)
Owner: Theodore Jerome Hoyt/Francisco Picuzo Cisneros

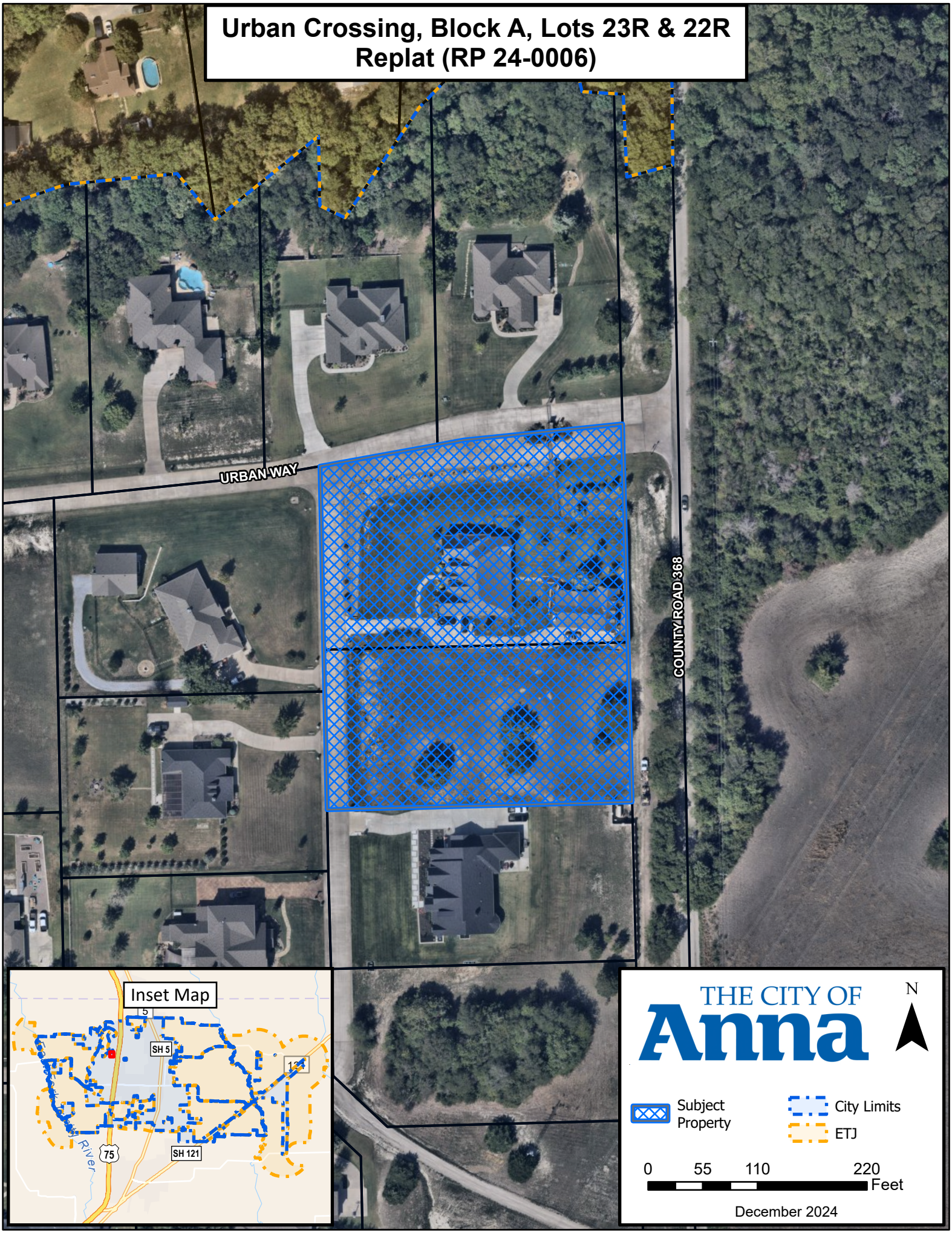
SUMMARY:
Two residential lots on 2.5± acres on the southwest corner of County Road 368 and Urban Way. Zoned Single-Family Residential - Large Lot (SF-E).

BACKGROUND:
The purpose of this replat is to shift the existing lot line separating the two lots slightly south to accommodate a driveway on the northern lot that was mistakenly built over the property line.

STAFF RECOMMENDATION:
Recommended for approval as submitted.

ATTACHMENTS:
1. Locator Map - Urban Crossing, Block A, Lots 23R & 22R, Replat (RP 24-0006)
2. Resolution - Urban Crossing, Block A, Lots 23R & 22R, Replat (RP 24-0006)
3. Exhibit A - Urban Crossing, Block A, Lots 23R & 22R, Replat (RP 24-0006)

Urban Crossing, Block A, Lots 23R & 22R Replat (RP 24-0006)



CITY OF ANNA, TEXAS

PZ RESOLUTION NO. 2025-01-_____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING URBAN CROSSING, BLOCK A, LOTS 23R & 22R, REPLAT (RP 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, Theodore Jerome Hoyt and Francisco Picuzo Cisneros have submitted an application for the approval of Urban Crossing, Block A, Lots 23R & 22R, Replat; 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 Urban Crossing, Block A, Lots 23R & 22R, Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the Planning & Zoning Commission of the City of Anna, Texas, on this 6th day of January, 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

NOTES:

1. The original copy will have original signatures, stamp seal and an impression seal.
2. Copyright 2024, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The basis of bearings, are derived from the bearings shown on the Replat of Urban Crossing, recorded in Volume 2013, Page 568, P.R.C.C.T.
6. Existing Electric is provided by Grayson Collin Electric Cooperative.
7. Existing Water is provided by City of Anna.
8. Existing On-Site Sewage Facility for both lots.
9. The purpose of this plat is to move the lot line between Lot 22R and Lot 23R.

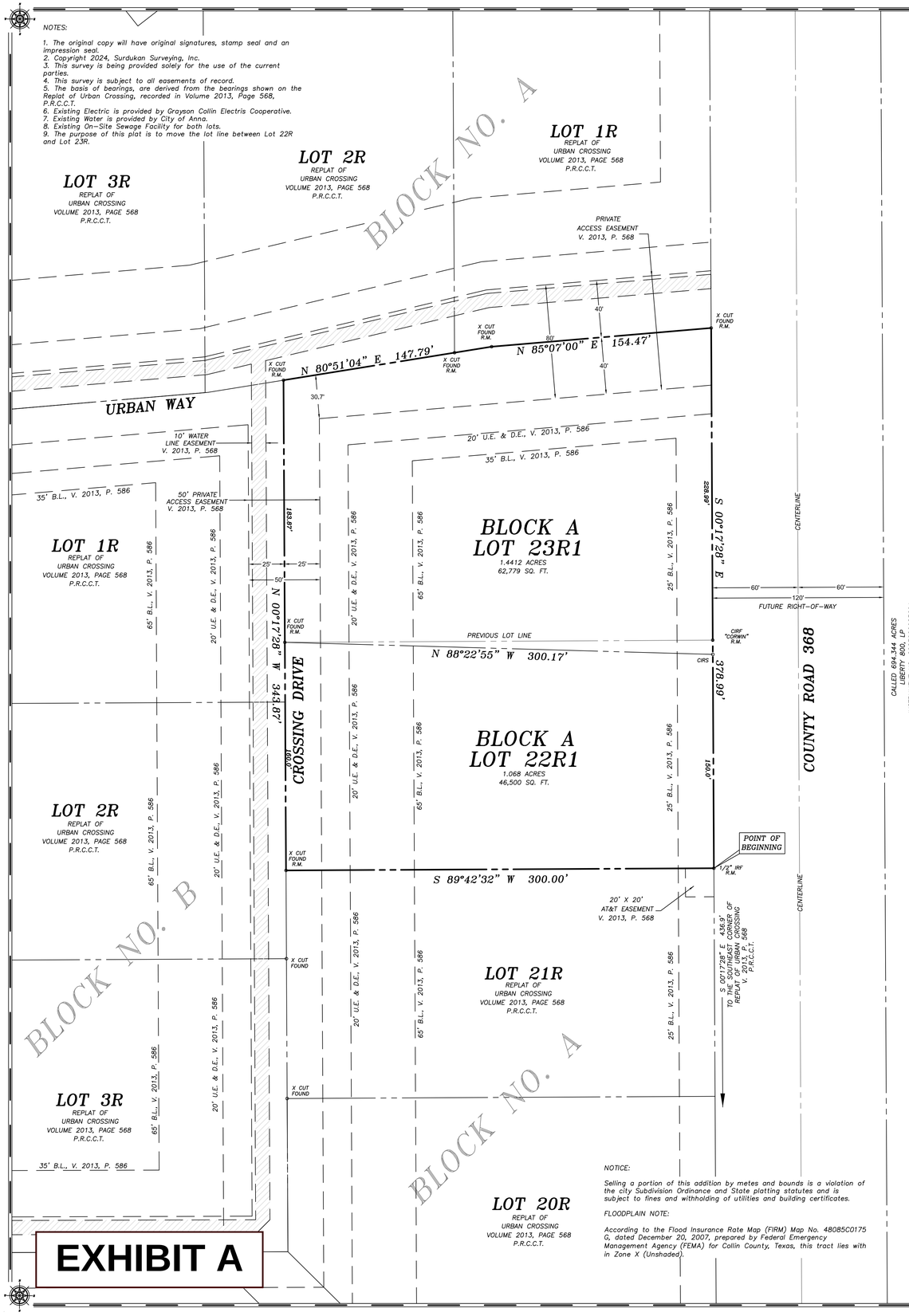


EXHIBIT A

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. 48085C0175 G, dated December 20, 2007, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, THEODORE J. HOYT and KIMBERLY K. HOYT, are the owners of (2) two tracts of land situated in the Henry Smith Survey, Abstract No. 822, Collin County, Texas and being all of Lot 23R of the Re-Plat of Urban Crossings as shown on the plat thereof recorded in Volume 2013, Page 568 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and being **all of a called** part of Lot 22R, and FRANCISCO JAVIER PICAZO CISNEROS, is the owner of a tract of land situated in the Henry Smith Survey, Abstract No. 822, Collin County, Texas and being part of Lot 22R of the Re-Plat of Urban Crossings as shown on the plat thereof recorded in Volume 2013, Page 568 of the P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING in east line of said Re-Plat of Urban Crossing at a 1/2" iron rod found for the southeast corner of said Lot 22R from which the southeast corner of said Re-Plat of Urban Crossing bears S 00°17'28" E a distance of 436.9';

THENCE S 89°42'32" W with the south line of said Lot 22R a distance of 300.00' to an "X" Cut found for the southwest corner of said Lot 22R in the centerline of Crossing Drive;

THENCE N 00°17'28" W with the centerline of Crossing Drive a distance of 343.87' to an "X" Cut found for northwest corner of said Lot 23R in the centerline intersection of Urban Way and Crossing Drive

THENCE N 80°51'04" E with the north line of said Lot 23R a distance of 147.79' to an "X" Cut found for corner;

THENCE N 85°07'00" E continuing with the north line of said Lot 23R a distance of 154.47' to an "X" Cut found for the northeast corner of said Lot 23R in the east line of said Re-Plat of Urban Crossing;

THENCE S 00°17'28" E with the east line of said Re-Plat of Urban Crossing a distance of 378.99' to the POINT OF BEGINNING, and containing 109,279 Square Feet or 2.509 acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT THEODORE J. HOYT, KIMBERLY K. HOYT, and FRANCISCO JAVIER PICAZO CISNEROS, do hereby adopt this plat designating the hereinabove described property as the RE-PLAT OF URBAN CROSSING, BLOCK A, LOTS 22R1-23R1, an addition to Collin County, Texas, and do 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 _____, 2025.

_____
THEODORE J. HOYT - OWNER LOT 22R

WITNESS my hand this the _____ day of _____, 2025.

_____
KIMBERLY K. HOYT - OWNER LOT 22R

WITNESS my hand this the _____ day of _____, 2025.

_____
FRANCISCO JAVIER PICAZO CISNEROS - OWNER LOT 23R

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 THEODORE J. HOYT, 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 _____, 2025.

_____
Notary Public in and for Collin County, Texas

My Commission Expires: _____

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared KIMBERLY K. HOYT, 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 _____, 2025.

_____
Notary Public in and for Collin County, Texas

My Commission Expires: _____

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared FRANCISCO JAVIER PICAZO CISNEROS, 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 _____, 2025.

_____
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, shore breaks and/or creeks/rivers/ponds, 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 R.S. As-Builts submitted with the plat shows all OSSF components for the platted Lot to be completely within the boundaries of the platted Lots. 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.

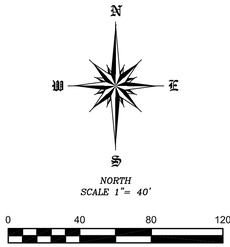
There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.

HEALTH DEPARTMENT CERTIFICATION

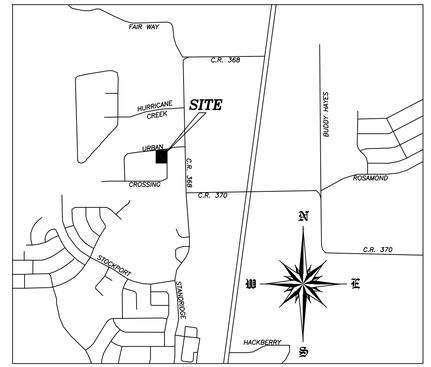
I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

_____
Registered Sanitarian or Designated Representative
Collin County Development Services **(TO BE REVISED PER COUNTY REVIEW COMMENTS)**



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



VICINITY MAP
NOT TO SCALE

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 _____, 2025.

_____
Notary Public in and for Collin County

My Commission Expires: _____

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2025, by the Planning & Zoning Commission, City of Anna, Texas.

_____
Planning & Zoning Commission Chair

_____
Director of Development Services

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

OWNER LOT 23R
THEODORE J. & KIMBERLY K. HOYT
3003 CROSSING DR.
ANNA, TEXAS 75409
714-863-2391

OWNER LOT 22R
FRANCISCO JAVIER PICAZO CISNEROS
3007 CROSSING DR.
ANNA, TEXAS 75409
714-863-2391

RP 24-0006

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.

RE-PLAT
OF A
RE-PLAT OF URBAN CROSSING BLOCK A, LOTS 22R1-23R1 BEING 2.509 ACRES OUT OF THE HENRY SMITH SURVEY ABSTRACT NO. 882 CITY OF ANNA COLLIN COUNTY, TEXAS

SCALE 1" = 40' | DATE: OCTOBER 2, 2024 | JOB No. 2024-106

Item No. 11.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to zone 4.9± acres located on the east side of S. Central Expressway (U.S. Highway 75), 484± feet north of W. Outer Loop from the default Agricultural (AG) Zoning District Single-Family Residential (SF-20) and rezone 9.8± acres located on the east side of S. Central Expressway (U.S. Highway 75), 484± feet north of W. Outer Loop from Single-Family Residential - Large Lot (SF-E) to Single-Family Residential (SF-20). (Zone 24-0002)
Owner: One Community Church

SUMMARY:
HISTORY

November 9, 2010 - City Council approved entering into a Development Agreement with the property owner to defer annexation of the eastern lot. (Res. No. 2010-11-02).

February 22, 2016 – City Council approved the annexation of the western lot. The lot was not rezoned and was given the default zoning of Single-Family Residential - Large Lot.

CASE OVERVIEW
The property in question includes two separate, contiguous tracts of land. The western tract is located within the City of Anna and the eastern tract is located within the City's Extraterritorial Jurisdiction (ETJ). The applicant is proposing to use the properties in their entirety for a religious facility.

BACKGROUND
The applicant is requesting to:
1. Annex the eastern tract that is currently in the City's Extraterritorial Jurisdiction (ETJ),
2. Zone the newly annexed tract Single-Family Residential-20 (SF-20), and
3. Rezone the western tract that is currently within the city limits from Single-Family Residential – Large Lot (SF-E) to Single-Family Residential-20 (SF-20).

Under State statute and City Ordinance, the City Council has authority to approve Annexation requests without review and recommendation from the Planning & Zoning Commission. However, under State statute and City Ordinance, the Planning & Zoning Commission is required to review and provide a recommendation to City Council on all zoning requests. The applicant is requesting the Planning & Zoning Commission's review and recommendation on the proposed zoning and rezoning of the properties.

Upon annexation of the eastern 4.9± acre tract, Sec. 9.04.009 of the City of Anna Zoning Ordinance states that Agricultural (AG) District is the default zoning for newly

annexed property until approval of a zoning request. The proposed actions outlined above will ensure that the entirety of the property is annexed into the City of Anna and zoned Single-Family Residential-20 (SF-20).

Staff recommends zoning the property SF-20 District, to accommodate the intended use. Additionally, in the event that the properties do not develop as a religious use, the property would either have to develop with residential uses allowed by right within the SF-20 District, or be rezoned to accommodate more intense uses.

Direction	Land Use	Zoning	Comprehensive Plan
North	Two single-family, detached residences	ETJ	Rural Living
East	Vacant lot	ETJ	Ranching & Agriculture & Parks & Open Space
South	Vacant lot	Zoned PD-C-3 (Ord. 1057-2023-06)	Professional Campus & Parks & Open Space
West	One single-family, detached residence and four vacant lots	SF-E	Employment Mix

COMPATIBILITY CONSIDERATIONS

- Future Land Use Plan: The Anna 2050 Future Land Use Plan identifies this area as Professional Campus and Parks & Open Space place types. The proposed religious facility use aligns with the Professional Campus place type because religious facilities are allowed within commercial and office areas.

- Thoroughfare Plan: The Master Thoroughfare Plan does not identify additional thoroughfares in this area.

- Access: The development has direct access to S. Central Expressway from I-75 and the W. Outer Loop. There may be an opportunity to provide an access easement to the commercial property to the south.

- Existing Utilities: Water lines are currently available to the property. The development will be responsible for constructing sewer lines to service the property.

- Schools: Anna ISD has not identified future school locations as part of this development.

- Parks and Public Trails: The Anna 2050 Parks Master Plan does not identify this area in need of a park or trail.

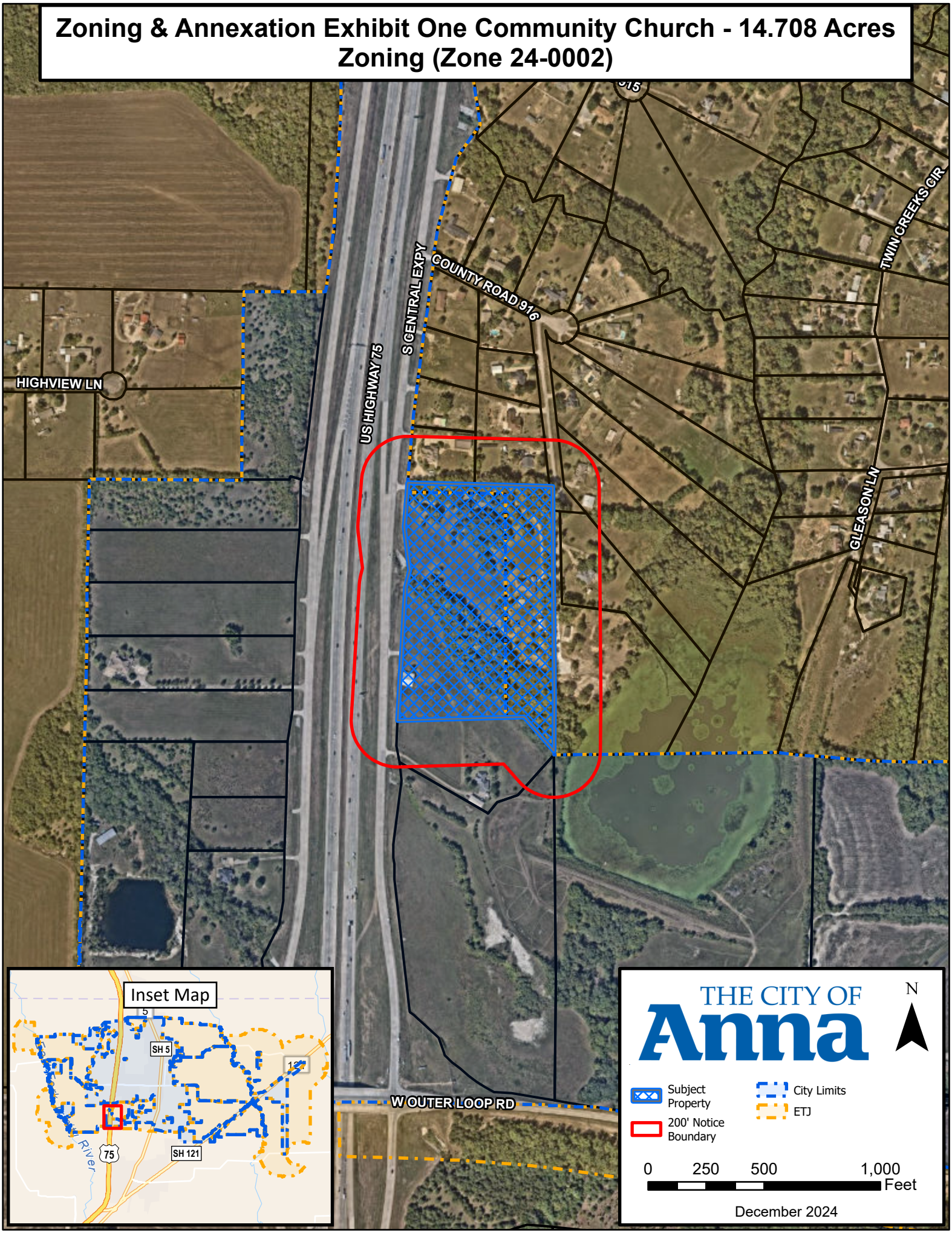
STAFF RECOMMENDATION:

Recommended for approval as submitted subject to approval of the associated annexation request by City Council.

ATTACHMENTS:

1. Locator Map - One Community Church (Zone 24-0002)
2. Exhibit A (Legal Description & Zoning Exhibit) - One Community Church (Zone 24-0002)
3. Ordinance - One Community Church (Zone 24-0002)

Zoning & Annexation Exhibit One Community Church - 14.708 Acres Zoning (Zone 24-0002)



Westwood

LEGAL DESCRIPTION
ZONING & ANNEXATION EXHIBIT
ONE COMMUNITY CHURCH – 14.708 ACRES
ROBERT JOHNSON SURVEY, ABSTRACT NO. 479
& WILLIAM THROCKMORTON SURVEY, ABSTRACT NO. 898
COLLIN COUNTY, TEXAS

BEING a 14.708 acre tract of land situated in the Robert Johnson Survey, Abstract No. 479 & the William Throckmorton Survey, Abstract No. 898, Collin County, Texas, and being all of a 9.81 acre tract of land conveyed to One Community Church, by deed of record in Document Number 2024000066066 of the Official Public Records of Collin County, Texas, and being all of a 4.90 acre tract of land conveyed to One Community Church, by deed of record in Document Number 2024000046807 of the Official Public Records of Collin County, Texas; said 14.708 acre tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod found at the northeast corner of said 4.90 acre tract;

THENCE South 00 degrees 16 minutes 17 seconds East, with the east line of said 4.90 acre tract, a distance of 107.88 feet to a 1/2" iron rod with a cap stamped "CBG" found;

THENCE South 00 degrees 20 minutes 54 seconds East, continuing along said east line, a distance of 1,031.19 feet to a 5/8" iron rod with a cap stamped "CLSC" found at the southeast corner of said 4.90 acre tract;

THENCE North 41 degrees 30 minutes 03 seconds West, along the southwesterly line of said 4.90 acre tract, a distance of 194.44 feet to a 5/8" iron rod with a cap stamped "CLSC" found at an angle point;

T**HENCE** South 88 degrees 33 minutes 00 seconds West, at a distance of 58.41 feet passing a southwest corner of said 4.90 acre tract and southeast corner of said 9.81 acre tract, continuing in all a total distance of 530.80 feet to a point in the east right-of-way line of U.S. Highway 75, a variable width right-of-way;

THENCE continuing along said east right-of-way line of U.S. Highway 75 the following courses and distances:

North 03 degrees 25 minutes 5 seconds East, a distance of 568.91 feet to a TxDOT monument found at an angle point;

North 13 degrees 31 minutes 56 seconds East, a distance of 76.76 feet to a TxDOT monument found at an angle point;

North 08 degrees 47 minutes 57 seconds West, a distance of 45.96 feet to an angle point;

North 06 degrees 42 minutes 26 seconds West, a distance of 140.98 feet to an angle point;

North 04 degrees 52 minutes 22 seconds East, at a distance of 149.83 feet passing a southwest corner of said 4.90 acre tract, said point also being at the northwest corner of said 9.81 acre tract, continuing along said east right-of-way line, in all a total distance of 188.53 feet to the northwest corner of said 4.90 acre tract;

THENCE departing said east right-of-way line of U.S. Highway 75, along the north line of said 4.90 acre tract, the following courses and distances:

South 89 degrees 17 minutes 37 seconds East, a distance of 340.00 feet to an angle point;

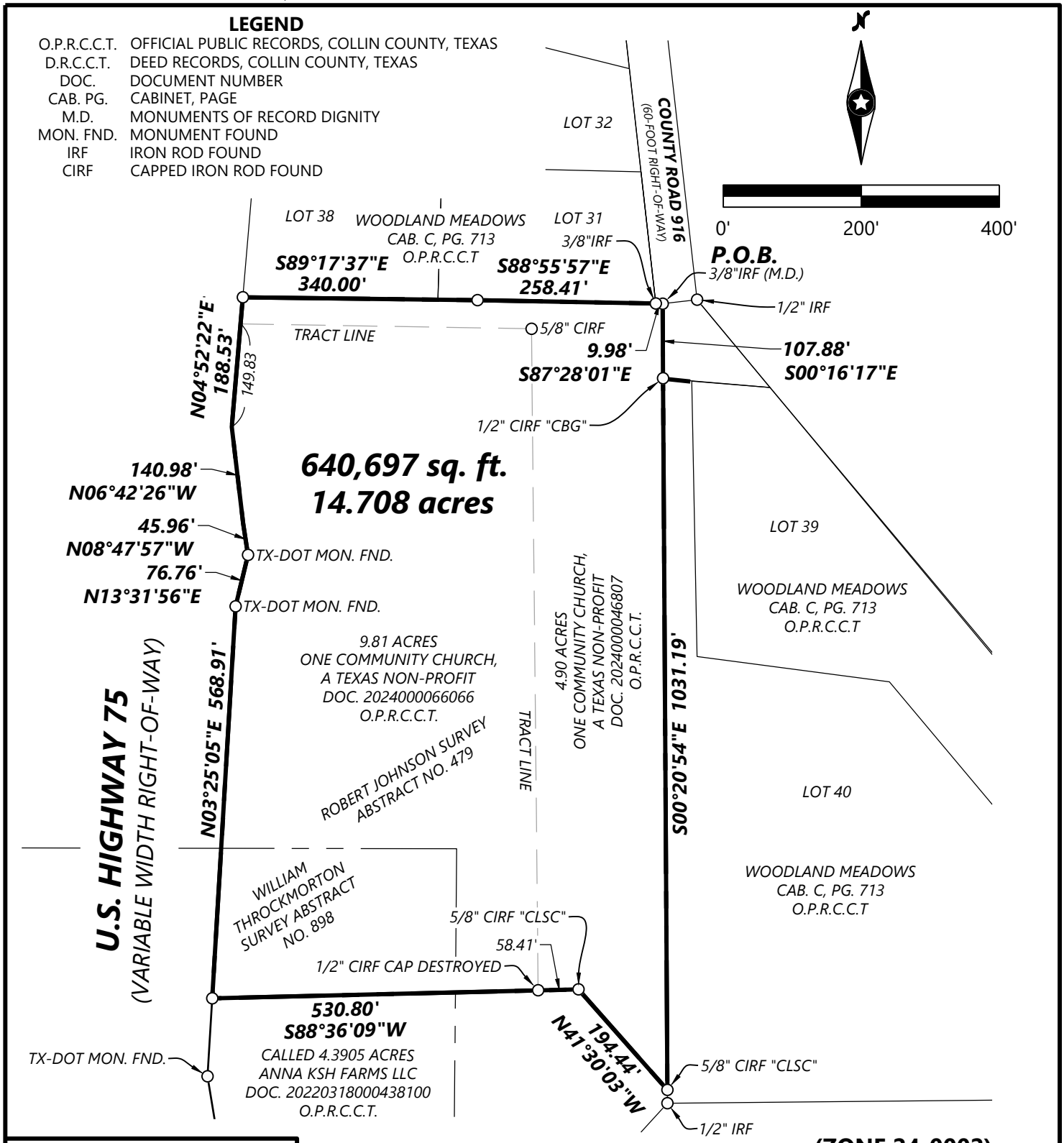
South 88 degrees 55 minutes 57 seconds East, a distance of 258.41 feet to an angle point;

South 87 degrees 28 minutes 01 second East, a distance of 9.98 feet to the **POINT-OF-BEGINNING**, containing **640,697 square feet or 14.708 acres of land.**

Bearings for this description cited are based on Grid North State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization (CORS 96).

An exhibit of even date accompanies this description.

© 2024 Westwood Professional Services, Inc.



(ZONE 24-0002)
ZONING & ANNEXATION EXHIBIT
14.708 ACRES

BEING ALL OF A 9.81 ACRE TRACT OF LAND AND ALL OF A 4.90 ACRE TRACT OF LAND LOCATED IN THE WIILLIAM THROCKMORTON SURVEY, ABSTRACT NO. 898 AND THE ROBERT JOHNSON SURVEY ABSTRACT NO. 479
COLLIN COUNTY, TEXAS
ANNA, TEXAS

EXHIBIT A

This exhibit and the description attached were prepared using record documents. No field work was collected or monumentation verified on the ground.

JASON B. ARMSTRONG RPLS NO. 5557
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR

N:\0058479.00\06 CAD\DWG\SURVEY C3D\0058479.00_ZONING ALL.DWG

ZONING EXHIBIT - CITY OF ANNA

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located on the east side of S. Central Expressway (U.S. Highway 75), 975± feet south of County Road 916)

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 change on Property described and depicted in Exhibit A (Legal Description & Zoning Exhibit) ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally lo located on the east side of S. Central Expressway (U.S. Highway 75), 975± feet south of County Road 916 being rezoned from Agricultural (AG) District and Single-Family Residential – Large Lot (SF-E) District to Single-Family Residential (SF-20.0) District zoning; and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by changing the zoning of the Property described and depicted in Exhibit A (Legal Description & Zoning Exhibit) from Agricultural (AG) District and Single-Family Residential – Large Lot (SF-E) District to Single-Family Residential (SF-20.0).

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 28th day of January, 2025.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Pete Cain, Mayor

Item No. 12.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing. Consider/Discuss/Action on an Ordinance to rezone 34.7± acres located on the north side of E. Foster Crossing, 305± feet east of Pecan Grove Drive ("Property"), from Planned Development/Single-Family Residential (R-1)/Multiple Family Residential (R-4)) (Ord. No. 2002-27A) to Planned Development/Multi-Family (MF)/Local Commercial (C-1) (PD/MF/C-1). (Zone 24-0003)
Owner: Samuel Adam Stephenson

SUMMARY:

HISTORY

September 10, 2002 – City Council annexed (Ord. No. 2002-27) and zoned the property Planned Development/Single-Family Residential (R-1)/Multiple Family Residential (R-4) allowing some local commercial uses. (PD/Single-Family Residential (R-1)/Multiple Family Residential (R-4) (Ord. No. 2002-27A).

CASE OVERVIEW

The applicant is requesting to rezone the property from Planned Development with a single-family residential that allows limited commercial uses and multiple-family base zoning to a Planned Development with a multi-family and local commercial base zoning.

The proposal consists of two developments. On the property south of the existing single-family residential subdivision, extending to W. Foster Crossing Road, the applicant is proposing a multi-family townhome unit development, with approximately 34 two-story townhome buildings containing a total of 260 one-, two-, and three-bedroom units. The proposal includes a total of 563 parking spaces, with a mix of tuck under garage, tandem, and surface spaces.

The City of Anna Zoning Ordinance defines a Townhome Unit as:

A dwelling that is part of a structure containing three or more dwellings, each designed and constructed for occupancy by one family, with each dwelling unit attached by a common wall to another, in which each dwelling is located on a parcel of land or lot under one ownership.

The applicant is proposing three blocks or a total of 11.6± acres of local commercial development on three tracts of land east of the existing single-family residential subdivision, on the east and west sides of the proposed Ferguson Parkway extension.

REQUESTED ZONING MODIFICATIONS

As part of the zoning request, the applicant is requesting the following modifications from the Zoning Ordinance requirements as further explained in attached Exhibit 3 (Justification Letter)

1. **Density**: Sec. 9.04.018(d)(9) of the Zoning Ordinance restricts Townhome Units to a maximum density of 12 units per acre. The applicant is requesting to increase the maximum Townhome Unit density to 14 units per acre.

Total Net Acres = 18.5 acres.
12 units per acre = 222 units maximum density allowed under the Zoning Ordinance.
14 units per acre = 259 units maximum density.
*The Applicant's Concept Plan shows 260 units or 14.05 units per acre maximum density, which exceeds the Applicant's requested maximum density by one unit and needs to be revised.

2. **Open Space**: Sec. 9.04.029 of the Zoning Ordinance requires each Townhome Unit provide an amount of usable open space of 600 square feet of open space for the first bedroom and an additional 300 square feet per additional bedroom. The applicant requests to establish the maximum open space to 15% of the net area of the lot.

Open Space Required per Zoning Ordinance*:*

600 square feet for the first bedroom plus an additional 300 square feet per additional bedroom.

1-Bedroom units = 52 units
2-Bedrooms units = 114 units
3-Bedrooms units = 94 units
Total Unit Count = 260 units

1-Bedroom units =
52 units x 600 square feet of open space = 31,200 square feet of required open space

2-Bedroom units =
114 units x 900 square feet of open space = 102,600 square feet of required open space

3-Bedroom units =
94 units x 1,200 square feet of open space = 112,800 square feet of required open space.

Total Required Open Space = 246,600 square feet (5.7 acres)

Applicant's Request:
Total Net Lot Area = 805,993 square feet (18.5 acres).

15% of the total Net Lot Area = 120,899 square feet (2.78 acres)

Direction	Land Use	Zoning	Comprehensive Plan
North	single-family residential	Zoned PD (Ord. 2002-27A)	Suburban Living
East	Two vacant lots	ETJ	Community Commercial
South	Agriculture	ETJ	Ranching & Agriculture
West	single-family residential and one vacant lot	Zoned PD (Ord. 2002-27A)	Suburban Living

COMPATIBILITY CONSIDERATIONS

- Future Land Use Plan: The Anna 2050 Future Land Use Plan identifies this area as Suburban Living and Community Commercial place types. The request for a MF District does not conform with the property's future land use place type designation of Suburban Living, which is intended for single-family detached residential uses. The request for C-1 District conforms with the Community Commercial place type in the Future Land Use Plan.

- Thoroughfare Plan: Dedication of right-of-way for W. Foster Crossing Road and S. Ferguson Parkway complies with the Master Thoroughfare Plan.

- Access: The townhome development proposes a public entrance and a resident-only entrance off W, Foster Crossing Road. The proposal includes a gated, emergency only access on the north side of the development to Flower Lane within the adjacent single-family residential subdivision. The commercial blocks are accessed from the proposed Ferguson Parkway extension and include a proposed extension of Burl Lane through the adjacent single-family subdivision east through the commercial site to provide access to Ferguson Parkway.

-Roads: In accordance with the Subdivision Ordinance, the developer will be responsible for the design and construction of the northern half of Foster Crossing Road adjacent to the development. Ferguson Parkway is currently under design as a City project with State and Federal funding. The project is currently awaiting environmental approval through the Texas Department of Transportation. The City will incorporate any necessary changes to the Ferguson Parkway project resulting from zoning and site plan approvals made by the Planning & Zoning Commission and the City Council for new development.

- Existing Utilities: Water lines are currently available to the property. The development will be responsible for constructing sewer lines to service the property.

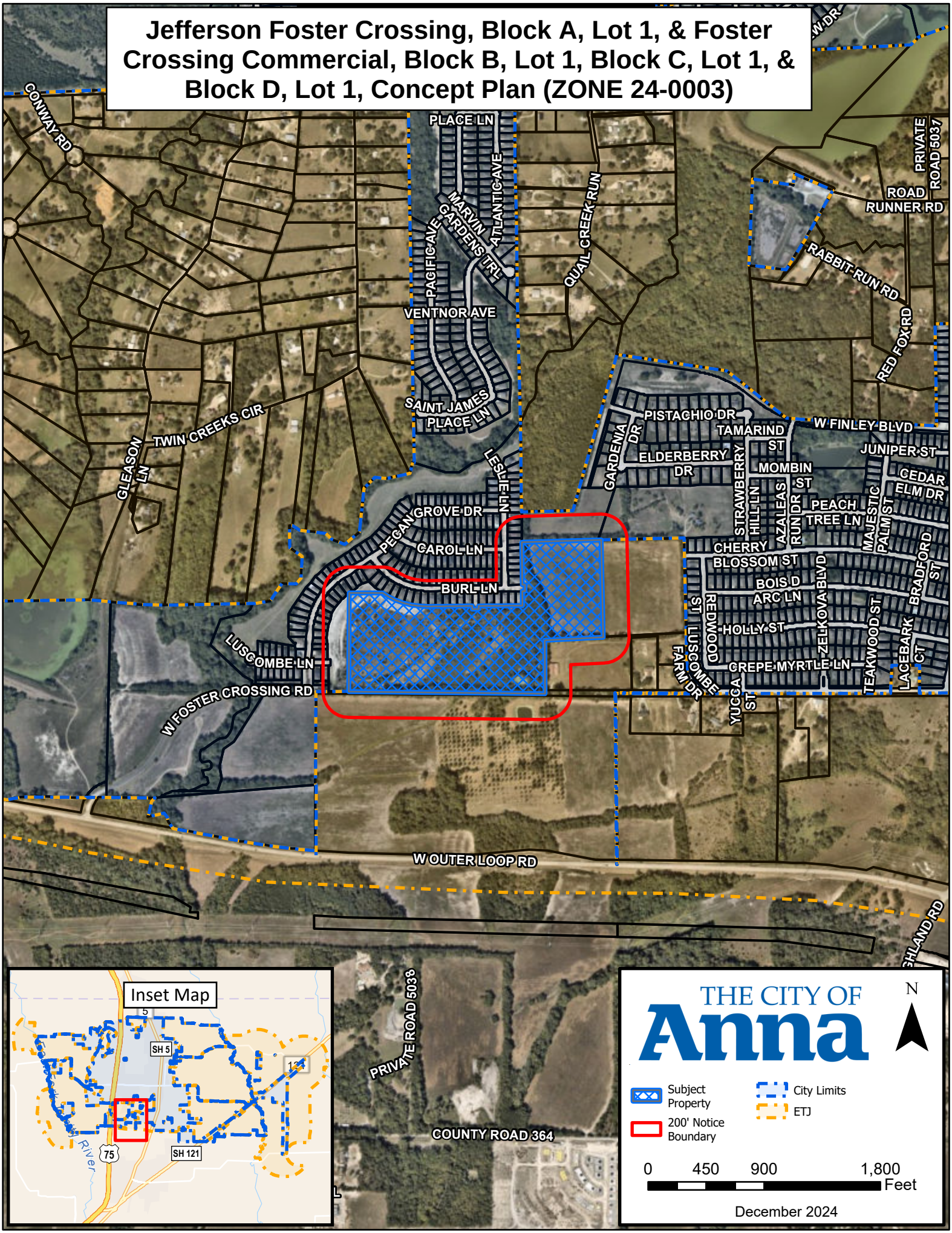
- Schools: Anna ISD has not identified future school locations as part of this development.

- Parks and Public Trails: The Anna 2050 Parks Master Plan does not identify this area in need of a park or trail.

STAFF RECOMMENDATION:
Consider the request and make a recommendation to City Council.

ATTACHMENTS:
1. Locator Map - Jefferson Foster Crossing, Block A & Foster Crossing Commercial, Blocks B, C, & D, Concept Plan (ZONE 24-0003)
2. Ordinance - Jefferson Foster Crossing (ZONE 24-0003)
3. Exhibit 1 (Legal Description & Zoning Exhibit) - Jefferson Foster Crossing (ZONE 24-0003)
4. Exhibit 2 (Concept Plan) - Jefferson Foster Crossing (ZONE 24-0003)
5. Exhibit 3 (Justification Letter) - Jefferson Foster Crossing (ZONE 24-0003)
6. P&Z Responses - Jefferson Foster Crossing (ZONE 24-0003)

Jefferson Foster Crossing, Block A, Lot 1, & Foster Crossing Commercial, Block B, Lot 1, Block C, Lot 1, & Block D, Lot 1, Concept Plan (ZONE 24-0003)



CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located on the north side of E. Foster Crossing, 305± feet east of Pecan Grove Drive)

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 change on property described and depicted in Exhibit 1 and shown in Exhibit 2 (the "Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located on the north side of E. Foster Crossing, 305± feet east of Pecan Grove Drive is being rezoned from Planned Development (Ord. No. 2002-27A) to Planned Development/Multi-Family Residential/Local Commercial (PD/MF/C-1) on 34.7± acres; and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinance (the "Anna Code") are hereby amended by zoning of the property described and depicted in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2 ("Concept Plan").

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development along W. Foster Crossing Road. Within this District are permitted certain retail, service, office, and residential uses.

2. Definitions.

Except as otherwise provided herein, the definitions in the City's Zoning Ordinance shall apply.

3. Development Standards.

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

    1. Multi-Family Residential Zoning District is restricted to Jefferson Foster Crossing, Block A, Lot 1

    2. Local Commercial Zoning District is restricted to Foster Crossing Commercial, Block B, Lot 1, Block C, Lot 1, & Block D, Lot 1.

b. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the Multi-Family Residential (MF) and Local Commercial (C-1) zoning districts except as otherwise specified herein.

    1. Multi-Family Residential

        A. Prohibited Uses

            i. Multi-Family Dwellings that are not Townhome Units.

        B. Density

            i. 14 units per acre

        C. Open Space

            i. 15% of the gross lot area

Section 3. **Official Zoning Map**

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

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

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

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 28th day of January, 2025.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Pete Cain, Mayor

PROPERTY DESCRIPTION

BEING a tract of land situated in the Ezra Shelby Survey, Abstract No. 839, City of Anna, Collin County, Texas and being part of a called 33.96 acre tract of the land described in Correction Warranty Deed to Samuel Adam Stephenson, recorded in Instrument No. 2022000163783, Official Public Records, Collin County, Texas, and being a part of a tract of land described in Gift Deed – Correction Deed to Joan Leslie Luscombe, recorded in Instrument No. 20150318000293470 of said Official Public Records, and being more particularly described as follows:

BEGINNING at the southwest corner of said 33.96 acre tract, in the north right-of-way line of W. Foster Crossing Road (A.K.A. County Road 366);

THENCE departing said north right-of-way of W. Foster Crossing Road, with the west line of said 33.96 acre tract, North 00°28'23" East, a distance of 768.36 feet to a point for the northwest corner of said 33.96 acre tract;

THENCE with the north line of said 33.96 acre tract, the following courses and distances:

South 89°58'39" East, a distance of 257.83 feet to a point for corner;
South 58°07'21" East, a distance of 52.07 feet to a point for corner;
South 63°54'25" East, a distance of 64.59 feet to a point for corner;
South 69°41'30" East, a distance of 64.59 feet to a point for corner;
South 75°28'34" East, a distance of 64.59 feet to a point for corner;
South 81°15'39" East, a distance of 64.59 feet to a point for corner;
South 87°04'02" East, a distance of 65.46 feet to a point for corner;
North 89°32'12" East, a distance of 340.50 feet to a point for corner;
South 00°27'48" East, a distance of 20.00 feet to a point for corner;
North 89°32'12" East, a distance of 50.00 feet to a point for corner;
North 00°27'48" West, a distance of 20.00 feet to a point for corner;
North 89°32'12" East, a distance of 340.50 feet to a point for corner;
North 00°27'48" West, a distance of 115.00 feet to a point for corner;
North 89°32'12" East, a distance of 20.00 feet to a point for corner;
North 00°27'48" West, a distance of 50.00 feet to a point for corner;
South 89°32'12" West, a distance of 20.02 feet to a point for corner;
North 00°27'48" West, a distance of 326.99 feet to a point for a north corner of said 33.96 acre tract and the southwest corner of a tract of land described in Special Warranty Deed to Ty Osmani and Saira Osmani, recorded in Instrument No. 20180620000762870 of said Official Public Records;

THENCE continuing with the north line of said 33.96 acre tract and with the south line of said Ty Osmani and Saira Osmani tract, North 88°27'37" East, a distance of 611.90 feet to the northeast corner of said 33.96 acre tract;

THENCE with the east lines of said 33.96 acre tract, the following courses and distances:

South 01°17’44” East, a distance of 752.70 feet to a point for corner;
South 87°06’05” West, a distance of 454.17 feet to a point for corner;

South 00°42’57” East, a distance of 413.98 feet to a point for corner in said north right-of-way of W. Foster Crossing Road;

THENCE with said north right-of-way line of W. Foster Crossing Road and the south lines of said 33.96 acre tract and Joan Leslie Luscombe tract, North 89°27'12" West, a distance of 1,526.04 feet to the **POINT OF BEGINNING** and containing 1,479,416 square feet or 33.9627 acres of land

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

VICINITY MAP

N.T.S.

ZONING ACREAGE	
General Site Data	
Lot	**Area (SF)**
Block A, Lot 1	18.50 AC
Block B, Lot 1	5.75 AC
Block C, Lot 1	2.05 AC
Block D, Lot 1	3.80 AC
ROW Dedication	3.86 AC
Total	**33.96 AC**

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

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THIS SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES

KHA PROJECT	064446573
DATE	12/23/2024
SCALE	AS SHOWN
DESIGNED BY	CMD
DRAWN BY	CMD
CHECKED BY	PEM

JEFFERSON FOSTER CROSSING

PREPARED FOR
JPI

CITY OF ANNA, TX

ZONING EXHIBIT

SHEET NUMBER
EX.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
LAST SAVED
PLOTTED BY
PLOTTED
DWG NAME

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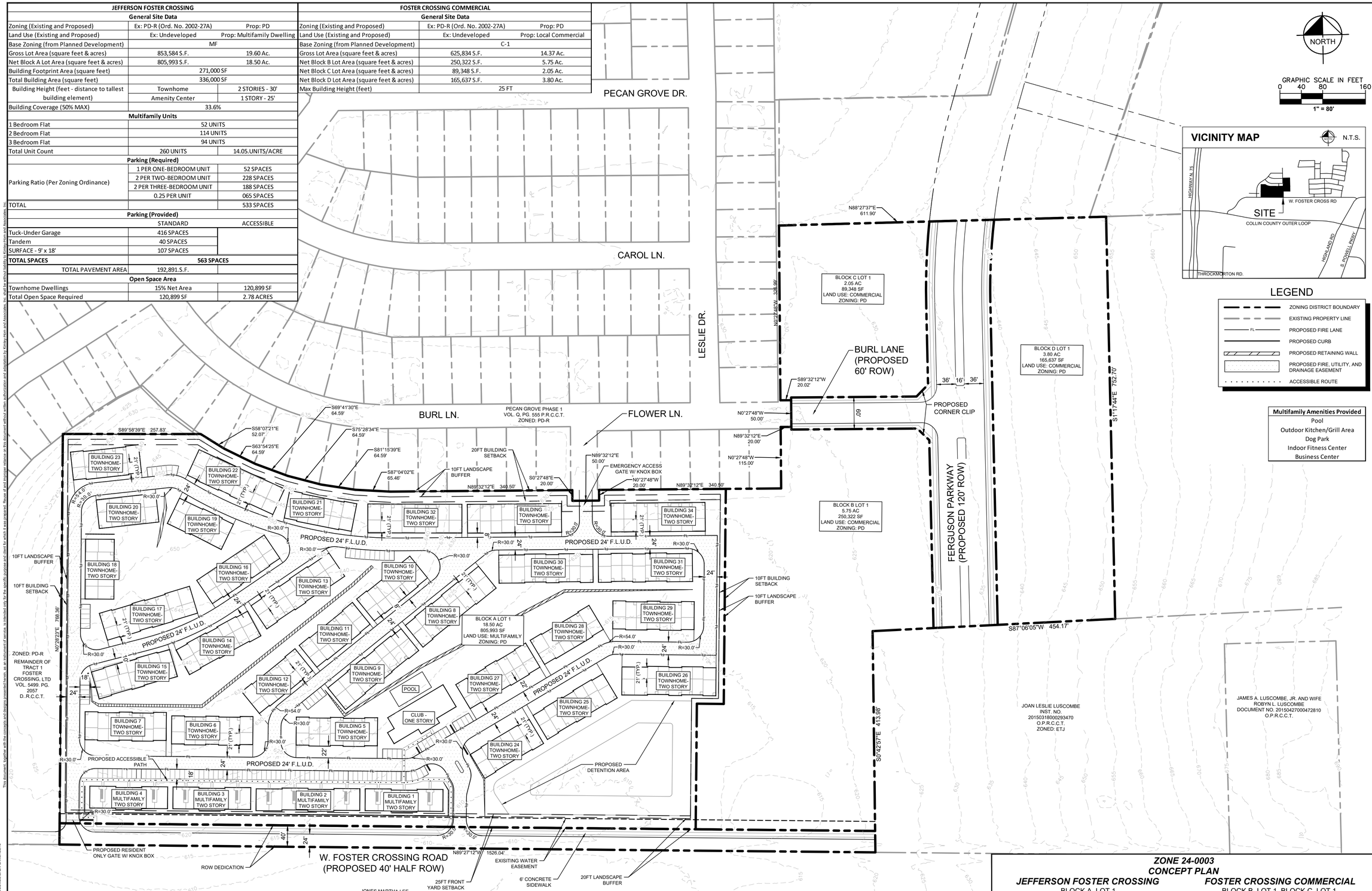
C-ZONING.DWG (24x36)

JEFFERSON FOSTER CROSSING		
General Site Data		
Zoning (Existing and Proposed)	Ex: PD-R (Ord. No. 2002-27A)	Prop: PD
Land Use (Existing and Proposed)	Ex: Undeveloped	Prop: Multifamily Dwelling
Base Zoning (from Planned Development)	MF	
Gross Lot Area (square feet & acres)	853,584 S.F.	19.60 Ac.
Net Block A Lot Area (square feet & acres)	805,993 S.F.	18.50 Ac.
Building Footprint Area (square feet)	271,000 SF	
Total Building Area (square feet)	336,000 SF	
Building Height (feet - distance to tallest building element)	Townhome	2 STORIES - 30'
	Amenity Center	1 STORY - 25'
Building Coverage (50% MAX)	33.6%	
Multifamily Units		
1 Bedroom Flat	52 UNITS	
2 Bedroom Flat	114 UNITS	
3 Bedroom Flat	94 UNITS	
Total Unit Count	260 UNITS	14.05.UNITS/ACRE
Parking (Required)		
Parking Ratio (Per Zoning Ordinance)	1 PER ONE-BEDROOM UNIT	52 SPACES
	2 PER TWO-BEDROOM UNIT	228 SPACES
	2 PER THREE-BEDROOM UNIT	188 SPACES
	0.25 PER UNIT	065 SPACES
TOTAL		533 SPACES
Parking (Provided)		
	STANDARD	ACCESSIBLE
Tuck-Under Garage	416 SPACES	
Tandem	40 SPACES	
SURFACE - 9' x 18'	107 SPACES	
TOTAL SPACES	**563 SPACES**	
TOTAL PAVEMENT AREA	192,891.S.F.	
Open Space Area		
Townhome Dwellings	15% Net Area	120,899 SF
Total Open Space Required	120,899 SF	2.78 ACRES

FOSTER CROSSING COMMERCIAL		
General Site Data		
Zoning (Existing and Proposed)	Ex: PD-R (Ord. No. 2002-27A)	Prop: PD
Land Use (Existing and Proposed)	Ex: Undeveloped	Prop: Local Commercial
Base Zoning (from Planned Development)	C-1	
Gross Lot Area (square feet & acres)	625,834 S.F.	14.37 Ac.
Net Block B Lot Area (square feet & acres)	250,322 S.F.	5.75 Ac.
Net Block C Lot Area (square feet & acres)	89,348 S.F.	2.05 Ac.
Net Block D Lot Area (square feet & acres)	165,637 S.F.	3.80 Ac.
Max Building Height (feet)	25 FT	



NORTH

GRAPHIC SCALE IN FEET
0 40 80 160
1" = 80'

LEGEND

- ZONING DISTRICT BOUNDARY
- EXISTING PROPERTY LINE
- FL — PROPOSED FIRE LANE
- PROPOSED CURB
- PROPOSED RETAINING WALL
- PROPOSED FIRE, UTILITY, AND DRAINAGE EASEMENT
- ACCESSIBLE ROUTE

Multifamily Amenities Provided
Pool
Outdoor Kitchen/Grill Area
Dog Park
Indoor Fitness Center
Business Center

EXHIBIT 2

ZONE 24-0003
CONCEPT PLAN

JEFFERSON FOSTER CROSSING
BLOCK A, LOT 1
19.60 A.C.
EZRA SHELBY SURVEY, ABSTRACT NO. A0839
CITY OF ANNA, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 12/23/2024

FOSTER CROSSING COMMERCIAL
BLOCK B, LOT 1, BLOCK C, LOT 1,
& BLOCK D, LOT 1
14.37 A.C.
EZRA SHELBY SURVEY, ABSTRACT NO. A839,
CITY OF ANNA, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 12/23/2024

OWNER:
SAMUEL ADAM STEPHENSON
3055 S BANNOCK ST
ENGLEWOOD, COLORADO 80110

DEVELOPER:
JPI REAL ESTATE ACQUISITION II, LLC
6600 EAST LAS COLINAS BLVD
SUITE 1800
IRVING, TEXAS 75039
PHONE: 972-373-3945
CONTACT: BRYAN GRANT

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC
13455 NOEL ROAD, TWO GALLERIA
OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
TEL. NO. 972-770-1300
CONTACT: PEYTON MCGEE, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

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KHA PROJECT	064446573
DATE	12/23/2024
SCALE	AS SHOWN
DESIGNED BY	CMD
DRAWN BY	CMD
CHECKED BY	PEM

JEFFERSON
FOSTER CROSSING
PREPARED FOR
JPI
CITY OF ANNA, TX

CONCEPT PLAN

SHEET NUMBER
EX.

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C-SITE-PLAN.DWG [24x36]

December 23, 2024

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

RE: ***Jefferson Foster Crossing Planned Development Justification Memo***

Multifamily and Commercial Base Zoning Variances

- Townhome Density Requirements
  - Request for the Townhome density to increase from 12 units per acre to 14 units per acre.
  - *Justification*: We believe that this is an appropriate density for the site and is less than the maximum density of 25 units per acre for multi-family dwellings per the base MF zoning. This will be a rental townhome community with a clubhouse, fitness center, business center, resort style pool and other common amenities for all residents to utilize

- Open Space
  - Request for the minimum open space requirements to be 15% of the gross area.
  - *Justification*: The minimum open space requirement of 15% is requested to provide flexibility in the site plan for Townhomes. The large detention pond area will provide significant open space along with the open courtyards between townhome units and the landscape buffer along West Foster Crossing.

Sincerely,

Christoper M. Dells, P.E.

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

It is zoned single family - keep it that way!
Not everything is about the money folks!

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

Amy Scott
Name (Please Print)

Amy Scott
Signature

2909 Pecan Grove Dr Anna, TX
Address

12.27.24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | (Opposed to request)

Comments:

roads unable to handle more traffic
We want a secluded area, which this
purposal would hinder that!

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

Michelle Thille
Name (Please Print)

Signature

2818 Pecan Grove Dr
Address

12-27-24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request Neutral to request Opposed to request

Comments:

This proposal is not something that improve the community.

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

Brenda Interián-Boysselle
Name (Please Print)

Brenda Boysselle
Signature

1814 Burl ln, Anna TX 75409
Address

12/28/24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | (Opposed to request)

Comments:

Please stop trying to put apartments, townhomes, or other multifamily, rentable projects in our single-family zoned area. We bought this home to live in a single-family neighborhood - as this property is currently zoned as.

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

Edward Culham
Name (Please Print)

Signature

2901 Pecan Grove Drive, Anna TX, 75409
Address

12/27/24
Date

Please return form to:

USPS Mail:

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

Hand Delivery:

Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | (Neutral to request) | Opposed to request

Comments:

What will the height of the commercial area on Ferguson Parkway.

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

Paul R Spaarkman Jr
Name (Please Print)

Paul R Spaarkman Jr
Signature

2813 Leslie Dr
Address

12/27/2024
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | (Opposed to request)

Comments:

Traffic is already terrible and backs up on outer loop for half a mile at peak times, this would double that.

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

Jack Lineberger
Name (Please Print)

Jack Lineberger
Signature

1834 Bull Lane
Address

12/26/24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request Neutral to request (Opposed to request)

Comments:

terrible - Fix the infrastructure first - the ROAD'S ARE TERRIBLE in Anna, Texas yet, you continue to approved all these apartments Townhomes - DO better with ROAD'S First!

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

EMMA FRANCO
Name (Please Print)

E. Franco
Signature

2701 Leslie Lane
Address

12/27/24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

We purchased this residence w/ an understanding this single family residential development.

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

Mary Bowie
Name (Please Print)

M. Bowie
Signature

1909 Burl LN
Address

12/31/24
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

Jefferson Foster Crossing 01/06/2025

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

We oppose this request due to increased traffic, noise and light pollution, and towering buildings disrupting our residential community. The proposal contradicts the city's plan and threatens property values. It undermines the peace, privacy, and environmental integrity of our neighborhood.

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

COLBY FRENCH
Name (Please Print)

Signature

1830 BURL LN
Address

January 1, 2025
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

From: Colby French
Sent: Wednesday, January 1, 2025 3:27 PM
To: Lauren Mecke
Subject: [EXTERNAL]: Opposition to Rezoning Request for Property on the North Side of West Foster Crossing Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are still unsure, please report this email via the PhishNotify button.

Dear City of Anna - Planning and Development Department,

My family and I reside at 1830 Burl Lane, and we are writing in strong opposition to the proposed rezoning of 34 acres on the north side of West Foster Crossing Road which would allow for townhome and commercial development. This change is entirely inconsistent with the character of our neighborhood and poses significant negative impacts to our community.

This proposal faces overwhelming community opposition, and approving it would disregard the voices of the families who call this area home. Moreover, this rezoning poses environmental concerns, including the loss of green space and increased urban runoff. These developments are also inconsistent with sustainable planning principles that prioritize walkability and green buffers.

Rezoning to permit strip businesses undermines the very reasons we invested in this community. Allowing commercial development threatens property values, as neighborhoods that introduce commercial activity or high-density housing often become less desirable to homebuyers seeking peace and quiet. We and many other families chose to live here to escape the hustle, noise, and disruption of commercial activity. This area was zoned for single-family residential use for a reason, and the proposed change directly contradicts the city's long-standing plan to preserve the residential character of this location.

The height and density of the proposed buildings will drastically alter the visual character of our neighborhood. From our front porch, we will be forced to look out at towering structures that overshadow the single-family homes around us, destroying the openness and privacy we currently enjoy. Introducing multi-family townhomes will also exacerbate the already severe traffic congestion in this area. The roads are not designed to handle the influx of vehicles such developments bring, creating unsafe conditions for residents and increasing noise pollution.

The proposed rezoning threatens to introduce significant light pollution into what is currently a peaceful twilight community. Many residents, including our family, value the natural ambiance of our evenings, free from the glaring lights associated with commercial

developments and multi-story buildings. The introduction of artificial lighting on such a large scale will disrupt this balance, affecting our quality of life and our ability to enjoy the stars and serenity of our neighborhood.

We urge you to reject this rezoning request to protect the character, safety, and long-term vision of our neighborhood. This proposal is not in alignment with the needs or desires of the community and would set a damaging precedent for future developments.

Sincerely,
Colby and Joanne French
1830 Burl Lane
972.984.9578

From: Azeneth Holloway
Sent: Thursday, January 2, 2025 11:45 AM
To: Planning; Lauren Mecke
Subject: [EXTERNAL]: Planning and Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are still unsure, please report this email via the PhishNotify button.

Dear City of Anna - Planning and Development Department,

My family and I are residents of the Pecan Grove Phase 1 community. We are writing in strong opposition to the proposed rezoning of 34 acres on the north side of West Foster Crossing Road which would allow for townhome and commercial development.

This proposal faces overwhelming community opposition, and approving it would disregard the voices of the families who currently see the increased risk that we see forthcoming to this area that we call home. Moreover, this rezoning poses environmental concerns, including the loss of green space for wild life and increased urban runoff. These developments are also inconsistent with sustainable planning principles that prioritize walkability and green buffers.

This change is entirely inconsistent with the character of our neighborhood and poses significant negative impacts to our community.

Rezoning to permit strip businesses undermines the very reasons we invested in this community. Allowing commercial development threatens property values, as neighborhoods that introduce commercial activity or high-density housing often become less desirable to homebuyers seeking peace and quiet. We and many other families chose to live here to escape disruption of a commercial activity. This area was zoned for single-family residential use for a reason, and the proposed change directly contradicts the city's long-standing plan to preserve the residential character of this location.

The height and density of the proposed buildings will drastically alter the visual character of our neighborhood and will destroying the openness and privacy we currently enjoy.

Introducing multi-family townhomes will also exacerbate the already severe traffic congestion in this area. The roads are not designed to handle the influx of vehicles such developments bring, creating unsafe conditions for residents and increasing noise pollution.

The proposed rezoning threatens to introduce significant light pollution into what is currently a peaceful twilight community. As well as an increase in crime activity. The proof shows, as the beginning of most recent modifications, there has been an increase of: car break-ins, tired slashed, and speeding. This year alone there were 4 police calls in one month. In comparison to one in the last three years.

Many residents, including our family, value the natural ambiance of our evenings, free from the glaring lights associated with commercial developments and multi-story buildings. The introduction of artificial lighting on such a large scale will disrupt this balance, affecting our quality of life and

We urge you to reject this rezoning request to protect the character, safety, and long-term vision of our neighborhood. This proposal is not in alignment with the needs or desires of the community and would set a damaging precedent for future developments.

Sincerely,
Ben and Azeneth Holloway
Leslie Lane
Anna Tx

Sent from my iPhone

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

The proposed townhomes go against the single family zoning. Everyone in PG bought their homes under the impression more HOMES would go there NOT apartments nor rental townhomes. keep this promise to us. Also Commercial zoning makes ZERO sense for this area. what could Possibly be successful in that area? Please hear our concerns as if you lived here

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

Camryn Hezeau
Name (Please Print)

Signature

2508 GARDENIA DR
Address

1/2/25
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

Opposed to townhouses being built.

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

Kelvin Primm
Name (Please Print)

Signature

901 Crepe Myrtle Ln Anna Tx 75409
Address

1/2/25
Date

Please return form to:

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

Hand Delivery:
Planning and Development Department
Municipal Complex
120 W. Seventh Street
Anna, TX 75409

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

From: Seth C
To: Planning; Lauren Mecke
Subject: [EXTERNAL]: Planning and development: Pecan Grove
Date: Friday, January 3, 2025 1:08:00 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are still unsure, please report this email via the PhishNotify button.

Good Afternoon City of Anna Planning and Development Department,

I am writing to express my strong opposition to the proposed rezoning of the area adjacent to Pecan Grove Phase One for the development of townhomes and commercial lots. While I understand the need for growth and development, I firmly believe that this project would have a detrimental impact on our neighborhood and the surrounding community.

The addition of townhomes and commercial lots in this area raises serious concerns about increased traffic congestion and the strain it would place on our existing infrastructure. Roads, utilities, and emergency services in our area are not equipped to handle the added demand this development would bring, potentially resulting in higher maintenance costs and diminished service quality for current residents.

Furthermore, the construction of high-density housing and commercial businesses would significantly alter the character and aesthetic appeal of our neighborhood. Pecan Grove Phase One is a quiet, family-oriented area, and the proposed development threatens to erode the sense of community and security we currently enjoy. The influx of transient tenants and increased activity associated with commercial businesses may also lead to noise, light pollution, and safety concerns.

Property values are another pressing issue. Many residents have invested heavily in their homes, and the addition of a high-density development could lead to a decline in property values, making it more difficult for homeowners to maintain their investments and attract future buyers.

In light of these concerns, I respectfully request that you reconsider the rezoning proposal and explore alternative plans that align more closely with the needs and character of our existing neighborhood. I urge you to prioritize responsible growth that preserves the integrity and quality of life for Pecan Grove Phase One and its residents.

Thank you for your time and consideration.

Respectfully,

Seth Cassarino
Pecan Grove Resident, Anna TX