# AGENDA

## PLANNING & ZONING COMMISSION
## Monday, February 3, 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 02/03/2025 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.**

### Consent Items

6. Approve Minutes of the January 6, 2024, Planning & Zoning Commission Meeting
7. Approve a Resolution regarding the Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan (SP 24-0008)
   Owner: Meritage Homes of Texas, LLC
8. Approve a Resolution regarding the Anacapri, Phase 3, Preliminary Plat (PP 25-0002)
   Owner: MCI Exchange Anacapri A Series Depositor, LLC
9. Approve a Resolution regarding Century Farms, Phase 3, Preliminary Plat (PP 25-0001)
   Owner: RLS Century, LLC

### Items for Individual Consideration

10. Approve a Resolution regarding Wildflower Meadows, Preliminary Plat (PP 24-0016)
    Owner: Wildflower Anna, LLC
11. Consider/Discuss/Action on an Ordinance regarding a request to zone 4.9± acres located on the east side of Buddy Hayes Boulevard, 385± feet south of Rosamond Parkway for a 1,050-unit Self-Storage (Mini-Warehouse) facility. (ANX 25-0001 & SUP 25-0002)
    Owner: Area Anna, LLC
12. Consider/Discuss/Action on a Resolution regarding the Public Storage, Preliminary Site Plan (PSP 25-0001)

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: Area Anna, LLC

13. Consider/Discuss/Action on an Ordinance regarding a request for a Specific Use Permit for Light Auto Repair on 0.8± acre located on the north side of W. White Street, 95± feet east of Victoria Falls Drive. Zoned Planned Development/Regional Commercial (PD/C-2)(Ord. No. 119-2003). (SUP 25-0001)
Owner: Greenlight Studio, LLC

14. Consider/Discuss/Action on a Resolution regarding the Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan. (PSP 25-0002)
Owner: Greenlight Studio, LLC

15. Consider/Discuss/Action on an Ordinance regarding a request to zone 1,127.6± acres located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425) to Planned Development/Agricultural (AG)/Mixed-Use (MU)/Industrial-1 (I-1) in conformance with a Pre-Annexation Development Agreement (Res. No. 2024-12-1716). (PD 25-0001)
Owner: Tellus Texas III, LLC

16. Consider/Discuss/Action on a Resolution regarding the Sherley Farms, Phase 1, Preliminary Plat (PP 25-0003)
Owner: Tellus Texas III, LLC

**End of Meeting Items**

17. **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.

18. **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 01/31/2025.

_____
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.

7. Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan

8. Anacapri, Phase 3, Preliminary Plat

9. Century Farms, Phase 3, Preliminary Plat

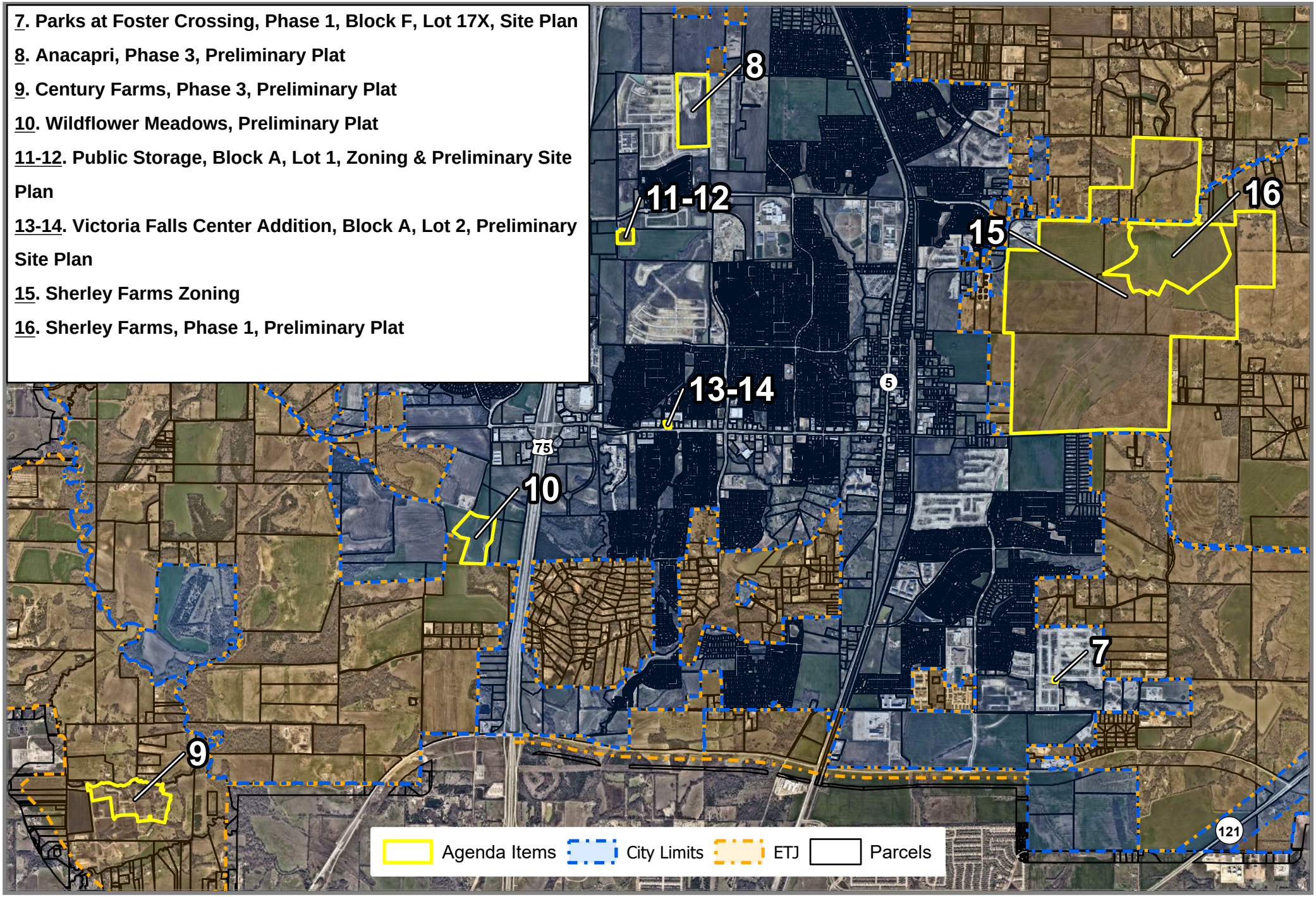
10. Wildflower Meadows, Preliminary Plat

11-12. Public Storage, Block A, Lot 1, Zoning & Preliminary Site Plan

13-14. Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan

15. Sherley Farms Zoning

16. Sherley Farms, Phase 1, Preliminary Plat

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1:45,500

# City of Anna, February 3, 2025
# Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 1/30/2025

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

THE CITY OF Anna

Document Path: <LINK>C:\Users\cbrooks\OneDrive</LINK> - City of Anna\GIS\Notification Maps\P&Z Overview Maps\P&Z Overview Maps.aprx

Item No. 6.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Approve Minutes of the January 6, 2024, Planning & Zoning Commission Meeting

**SUMMARY:**
x

**STAFF RECOMMENDATION:**
Recommended for approval as submitted.

**ATTACHMENTS:**
1. 2025-01-06 P&Z Minutes

**MINUTES**

**PLANNING AND ZONING COMMISSION**

**January 6, 2025**

The Planning and Zoning Commission of the City of Anna held a meeting at 6:00 p.m. on January 6, 2025, at the Municipal Complex located at 120 W. 7th Street, to consider the following items.

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

The meeting was called to order at 6:04 p.m.

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

2. Invocation and Pledge of Allegiance.

Commissioner Martin gave the invocation and led the 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.

There were no Neighbor comments.

4. Director's Report.

Mrs. Scott-Sims gave a brief recap of the previous Council Meeting on previous Council meeting and upcoming workshops.

5. Overall Location Map.

Work Session

6. Sherley Farms Presentation

Andre Ferrari and Justin Craig gave a presentation, it included who they are (Tellus Group LLC), some previous projects they've worked on, and the upcoming Sherley Farms development.

Consent Items

Commissioner Hermann made a motion to approve consent items 7-9, Commissioner Martin seconded the motion. The motion passed unanimously.

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)

9. Approve a Resolution regarding the Shadowbend Commercial, Block A, Lots 1-11, Conveyance Plat (CVP 24-0007)

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)

Ms. Mecke gave a brief summary of the project. The applicant wished to move a property line a few feet to accommodate a driveway that was poured over the property line. Commissioner Martin Made a motion to approve, and Commissioner Nylec seconded it. The motion passed unanimously.

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)

Ms. Mecke gave a brief summary of the project. The applicant was requesting that the tract be rezoned from SF-E to SF-20.0, since the former is an old zoning district and the latter would provide a good back up incase the church does not develop. Religious land use is permitted in all zones except for I-2. Commissioner Nylec made a motion to approve, and Commissioner Hermann seconded it. The motion passed unanimously.

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)

Mrs. Scott-Sims gave a summary of the project. The applicant requested some variations from the city ordinance, to increase the maximum townhome density from 12 units/acre to 14 units/acre, the applicant also requested that the open space requirement be cut by around half, going from 600 sqft. of open space per townhome unit bedroom and 300 sqft. For any additional bedrooms to 15% of the total lot area.

Commissioner Walden asked staff to give a brief explanation of the lighting ordinance and restrictions. Staff gave a brief explanation. Commissioner Walden then asked Greg Peters to explain the roadway plans for the future. Greg Peters then gave an overview of the future plans and how they will be funded, as well as how the road (Ferguson Parkway) will be aligned in the future.

Commissioner Longmire asked Mrs. Scott-Sims to go into more depth about the applicants' requested variations, Mrs. Scott-Sims then went into detail about the calculations for the open space as well as the townhome unit density.

Bryant Grant from JPI then came up to explain more details about the project and answer the commission's questions. He gave a presentation about who JPI is and some of their past projects and the style of those projects. Commissioner Walden then asked some questions related to tree requirements and if they would be open to changing certain aspects of the project.

Commissioner Walden then opened the floor for neighbor comments on the project.

Edward Culham of 2901 Pecan Grove Drive spoke in opposition.

Manny Singh of 1001 Holy Street spoke in opposition.

Alfredo Fernandez of 1806 Burl Lane spoke in opposition.

Jim Luscombe of 1303 West Foster Crossing spoke in opposition.

Robin Luscombe of 1303 West Foster Crossing spoke in opposition.

Tony Bellefond of 2934 Pecan Grove drive spoke in opposition.

The commission then discussed their thoughts on the project and how it would fit into and affect the area. The commission asked staff some additional questions.

The developer, James Craig, then came up to speak about the project and some of its history, as well as to answer some additional questions. He also raised some concerns from his end.

Commissioner Vollmer made a motion to approve based on the stipulation about the roadway, Commissioner Walden seconded, the motion failed 2-5.

Commissioner Martin motioned to deny. Commissioner Bergerson seconded; the motion passed 5-2.

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.

There were no future agenda items.

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.

_____

Chairwoman Jessica Walden

ATTEST:

_____

Lauren Mecke, Planning Manager

Item No. 8.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 1/6/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Approve a Resolution regarding the Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan (SP 24-0008)
Owner: Meritage Homes of Texas, LLC

**SUMMARY:**
A Community Center, Private on one lot on 0.6± acres on the southwest corner of Gardendale Hollow Lane and Olympic Drive. Zoned Planned Development-Single-Family Residence-72 (SF-72)/Single-Family Residence-60 (SF-60)/Single-Family Residence-Zero Lot Line (SF-Z)/Multiple-Family Residential-High Density (MF-2). (PD-SF-72/SF-60/SF-Z/MF-2). (Ord. 1054-2023-06).

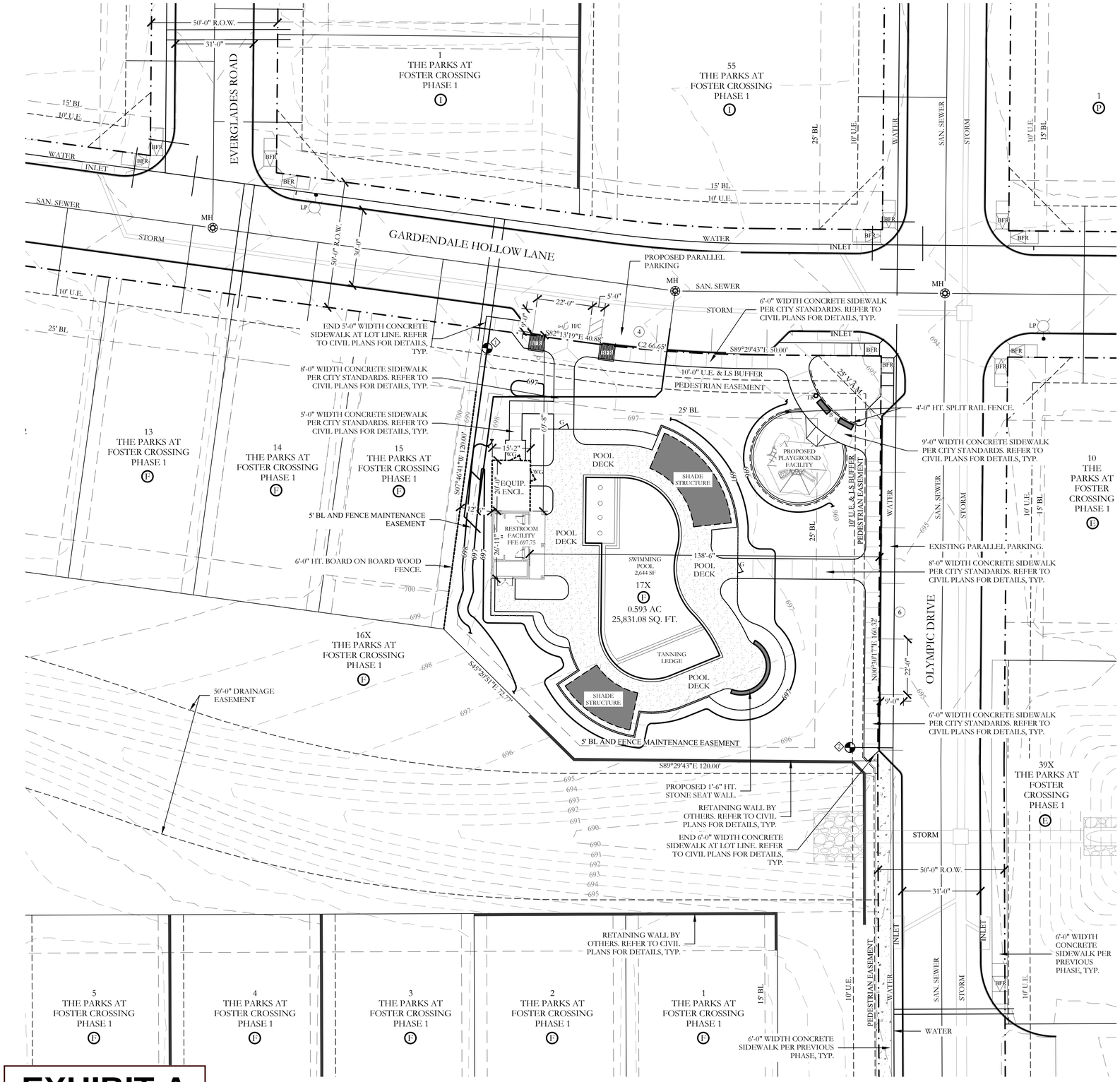
**BACKGROUND:**
The Site Plan is for the Amenity Center approved as part of the Concept Plan for the Parks at Foster Crossing development by the City Council on June 27, 2023.

**STAFF RECOMMENDATION:**
Recommended for approval as submitted.

**ATTACHMENTS:**
1. Locator Map - Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan (SP 24-0008)
2. Resolution - Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan (SP 24-0008)
3. Exhibit A - Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan (SP 24-0008)

# Parks at Foster Crossing, Phase 1, Block F, Lot 17X
# Site Plan (SP 24-0008)






# EXHIBIT A

## LEGEND

| | | | |
|---|---|---|---|
| 4 | EXISTING PARKING COUNT | 697 | PROPOSED CONTOUR INTERVAL |
| BFR | BARRIER FREE RAMP | 697 | EXISTING CONTOUR INTERVAL |
| H/C | HANDICAP PARKING SPACE | FFE 697.75 | FINISHED FLOOR ELEVATION |
| MH | EXISTING SANITARY SEWER MANHOLE | | ORNAMENTAL METAL FENCE (6'-0" HT. AROUND SWIMMING POOL AREA) |
| | EXISTING WATER MAIN W/ VALVE | G | (2) - 4'-0" WIDTH SELF LATCHING, SELF CLOSING METAL GATE |
| LP | EXISTING LIGHT POLE | WG | (2) - 4'-0" WIDTH SELF LATCHING, SELF CLOSING WOOD GATE |
| | EXISTING SANITARY SEWER | | 6'-0" HT. WOOD FENCE TO ACT AS POOL EQUIPMENT AND TRASH TOTE ENCLOSURE |
| | EXISTING STORM | | PROPOSED 4'-0" HT. SPLIT RAIL FENCE. |
| | EXISTING CURB INLET | | PROPOSED 1'-6" HT. STONE SEAT WALL |
| | RIGHT-OF-WAY | | EXISTING RETAINING WALL |
| | HANDICAP SIGN | B | BENCH |
| | PROPOSED 1" DOMESTIC WATER METER | TR | TRASH RECEPTACLE |
| | PROPOSED 1.5" IRRIGATION WATER METER | | |

## LOT 17X, BLOCK F SITE INFORMATION

HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

TOTAL IMPERVIOUS SURFACE: 13,023.45 SF, 50.41%
INTERIOR LANDSCAPE REQUIRED: (25,831.08 X 10%) 2,5831.10 SF
INTERIOR LANDSCAPE PROVIDED: 13,023.45 SF

## SITE PLAN NOTES:

- NO 100 YEAR FLOOD PLAIN EXISTS ON PROPERTY.
- NO PROTECTED TREES EXIST ON DEVELOPMENT SITE.
- LIGHTING FOR THE SUBJECT PROPERTY SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF ANNA CODE OF ORDINANCES.
- FOR ALL BARRIER FREE RAMPS NOTED ON PLAN, REFERENCE THE CITY OF ANNA STANDARD CONSTRUCTION DETAILS.
- ALL SIDEWALKS IN FRONT OF HEAD-IN PARKING SHALL BE 6'-0" WIDTH.

## WATER METER SCHEDULE

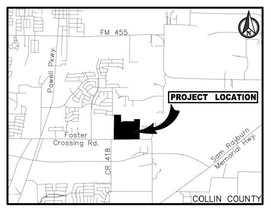
| METER ID NUMBER | WATER SERVICE SIZE | WATER METER SIZE | METER DOM. | METER IRR. | SAN. SERVICE SIZE |
|---|---|---|---|---|---|
| | | | | | |
| ◇ | 1" | 1" | X | | 6" |
| ◇ | 1.5" | 1.5" | | X | |

## UTILITY NOTES

1. SANITARY SEWER LATERALS ARE SHOWN ON PLAN TO BE LOCATED WITHIN 5'-0' FROM THE BUILDING PAD. MEP PLANS WILL BE PROVIDED IN A SEPARATE SUBMITTAL THAT SHOWS THE CONNECTION OF THE PROPOSED PLUMBING FIXTURES TO THIS LATERAL LINE. A TWO-WAY CLEAN OUT WILL BE PROVIDED AT THIS CONNECTION AS WELL AT THE PROPERTY LINE.
2. WATER LATERAL LINES ARE SHOWN ON PLAN TO BE LOCATED 5'-0" FROM THE BUILDING PAD. MEP PLANS WILL BE PROVIDED IN A SEPARATE SUBMITTAL THAT SHOWS THE CONNECTION OF THE PROPOSED PLUMBING FIXTURES TO THIS LATERAL LINE. A CUT-OFF DRAIN VALVE WILL BE PROVIDED INSIDE A WATER CUT-OFF BOX WITH A LOCKABLE COVER AT THIS CONNECTION.
3. ANY EXISTING SERVICE TAP TO BE ABANDONED SHALL BE ABANDONED BY PLUG LOCATED 2'-0" FROM BACK OF CURB.

## SITE DATA SUMMARY TABLE

| | |
|---|---|
| **GENERAL SITE DATA (LOT 17X, BLOCK F)** | |
| ZONING (FROM ZONING MAP) | SINGLE FAMILY RESIDENTIAL |
| LAND USE (FROM ZONING & ORDINANCE) | COMMUNITY CENTER, PRIVATE |
| LOT AREA (SQUARE FEET & ACRES) | 25,831.08 SF/0.593 AC |
| BUILDING FOOTPRINT AREA (SQUARE FEET) | 569.00 SF |
| TOTAL BUILDING AREA (SQUARE FEET) | 569.00 SF |
| BUILDING HEIGHT (# STORIES) | 1 STORY |
| BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT) | 22'-7" HT. |
| LOT COVERAGE (PERCENT - X.XX%) | 4% |
| **PARKING** | |
| PARKING RATIO (FROM ZONING ORDINANCE) | MINIMUM 8 SPACES PER SUBDIVISION REGULATIONS |
| REQUIRED PARKING (# SPACES) | 8 REQUIRED |
| PROVIDED PARKING SPACES (# SPACES) | 10 |
| ACCESSIBLE PARKING PROVIDED (# SPACES) | 1 PROVIDED |
| **LANDSCAPE AREA (INCLUDING TURF AREAS)** | |
| REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET - 8 SQUARE FEET PER PARKING SPACE) | 136 S.F. REQUIRED |
| ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SQUARE FEET) | 13,023.45 |
| TOTAL LANDSCAPE AREA (SQUARE FEET) | 13,023.45 |




LOCATION MAP
(NOT TO SCALE)

N

20 10 0 20

SCALE 1" = 20'

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

January 07, 2025

# SITE PLAN
# THE PARKS AT FOSTER CROSSING PHASE I BLOCK F, LOT 17X
# ~AMENITY CENTER~

BEING 0.593 ACRES
SITUATED IN THE DAVID E.W. BABB
SURVEY, ABSTRACT NO. 33 G. STARK SURVEY
ABSTRACT NO. 798 IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS


**OWNER / DEVELOPER:**

**MERITAGE HOMES OF TEXAS, LLC**
**8840 CYPRESS WATERS BOULEVARD**
**SUITE 100**
**COPPELL, TEXAS 75019**
**PH. (919) 219-8635**
**CONTACT: STEVEN COOK**

**LANDSCAPE ARCHITECT:**

**JOHNSON VOLK CONSULTING**
**704 CENTRAL PARKWAY, SUITE 1200**
**PLANO, TEXAS 75074**
**PH. (972) 201-3100**
**CONTACT: CODY JOHNSON, RLA, ASLA, LI**


Preparation: December 23, 2024

SP1

CITY PROJECT NO. SP 24-0008

**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. 2025-01-_____**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE PARKS AT FOSTER CROSSING, PHASE 1, BLOCK F, LOT 17X. (SP 24-0008).**

**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**, Meritage Homes of Texas, LLC has submitted an application for the approval of The Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Site Plan**

The Planning & Zoning Commission hereby approves The Parks at Foster Crossing, Phase 1, Block F, Lot 17X, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February, 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

Item No. 8.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

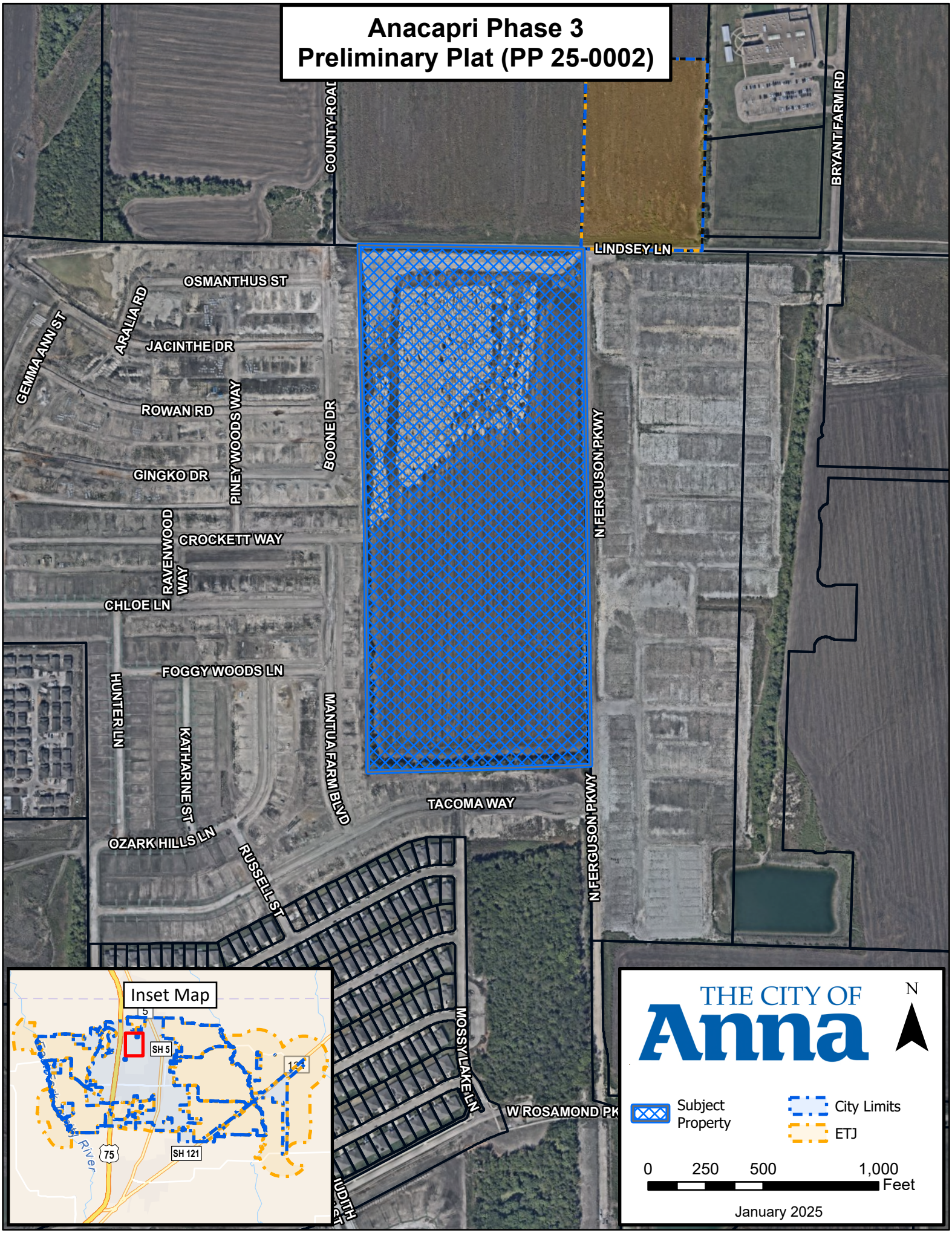
**AGENDA ITEM:**
Approve a Resolution regarding the Anacapri, Phase 3, Preliminary Plat (PP 25-0002)
Owner: MCI Exchange Anacapri A Series Depositor, LLC

**SUMMARY:**
141 Single-Family Residence Zero Lot Line (SF-Z) lots, 117 Single-Family Residence-6.0 (SF-6.0) lots, and four Common Area lots on 48.6± acres, located at the southwest corner of Lindsey Lane and N. Ferguson Parkway. Zoned Planned Development/Restricted Commercial (C-1)/Multiple-Family Residential – High Density (MF-2)/ Single-Family Residence-60 (SF-60)/Single-Family Residence -Zero Lot Line (SF-Z) Districts. (PD/C-1/MF-2/SF-60/SF-Z) (Ord. 887-2020 as amended).

**STAFF RECOMMENDATION:**
Recommended for approval as submitted.

**ATTACHMENTS:**
1. Locator Map - Anacapri, Phase 3, Preliminary Plat (PP 25-0002)
2. Resolution - Anacapri, Phase 3, Preliminary Plat (PP 25-0002)
3. Exhibit A - Anacapri, Phase 3, Preliminary Plat (PP 25-0002)

# Anacapri Phase 3
# Preliminary Plat (PP 25-0002)



**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. __2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, ANACAPRI, PHASE 3, PRELIMINARY PLAT (PP 25-0002)**

**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**, MCI Exchange Anacapri A Series Depositor, LLC has submitted an application for the approval of the Anacapri, Phase 3, Preliminary Plat; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Plat**

The Planning & Zoning Commission hereby approves the Anacapri, Phase 3, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

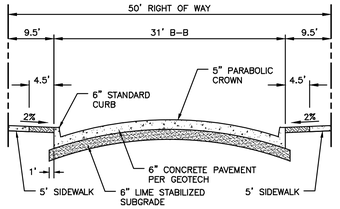
**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February 2025.

ATTEST:

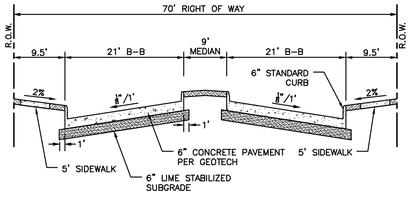
_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

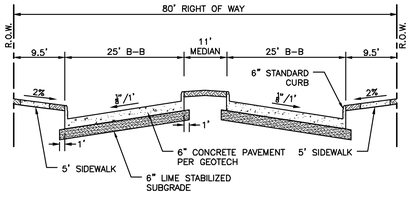
_____
Planning & Zoning Commission, Chair
Jessica Walden



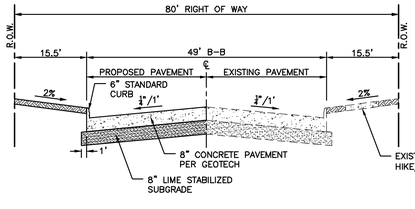

LOCAL RESIDENTIAL STREET SECTION (50' ROW)
NTS




DIVIDED ENTRY STREET SECTION (70' ROW)
NTS

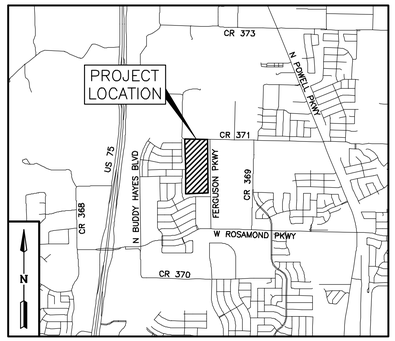



DIVIDED ENTRY STREET SECTION (80' ROW)
NTS




FERGUSON PARKWAY SECTION (80' ROW)
NTS




VICINITY MAP
1" = 3000'

## LAND USE DATA TABLE

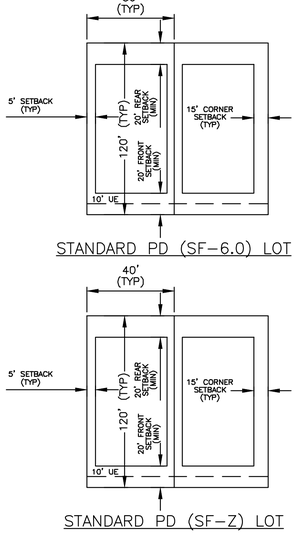
| AREA DESCRIPTION | # OF LOTS (PH 3) | AREA (PH 3) |
|---|---|---|
| SINGLE FAMILY LOTS | 258 | 35.474 AC |
| SF-6.0 | 117 | – |
| SF-Z | 141 | – |
| OPEN SPACE LOTS | 4 | 2.923 AC |
| ROW AREA | – | 10.188 AC |
| | TOTAL PH 3 = | 48.585 AC |

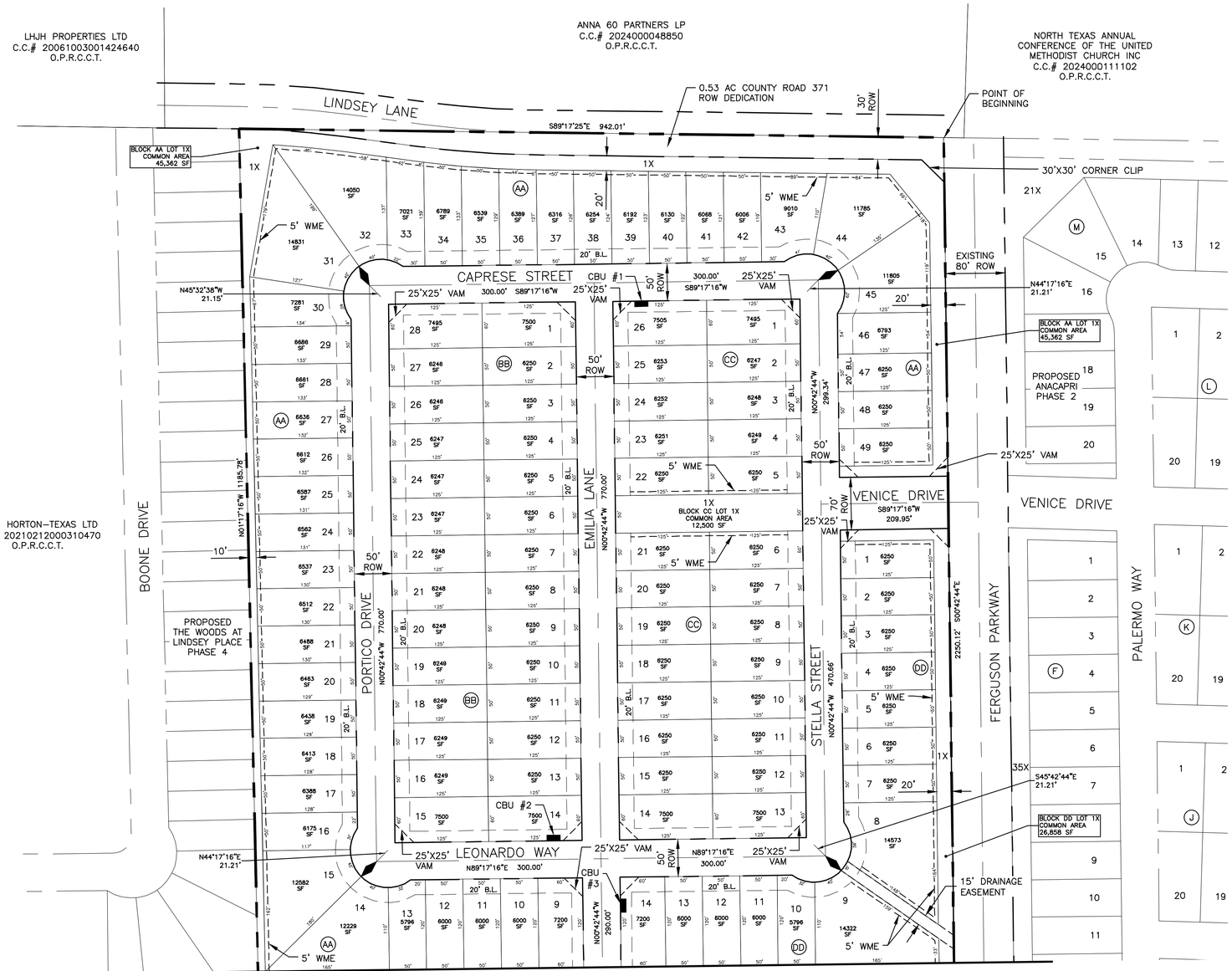
PRELIMINARY PLAT NOTES:

1. THE LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO MINOR CHANGE WITH THE APPROVAL OF THE PLANNING DIRECTOR AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN.
2. LOT DEPTHS AND WIDTHS ARE SUBJECT TO CHANGE WITH FINAL PLAT PROVIDED THEY MEET CURRENT ZONING REQUIREMENTS.
3. THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON OPEN SPACE (X) LOTS.
4. ALL EASEMENTS ARE PUBLIC UNLESS OTHERWISE NOTED. WATER, SEWER AND DRAINAGE EASEMENTS SHALL BE EXCLUSIVE OF FRANCHISE UTILITIES.
5. EASEMENT LOCATIONS ARE SUBJECT TO CHANGE WITH THE FINAL PLAT.
6. 10' UTILITY EASEMENTS ARE PROPOSED ADJACENT TO RIGHT OF WAY WITH LOT FRONTAGE.
7. FENCING ADJACENT TO MASTER THOROUGHFARE ROADS SHALL BE OWNED AND MAINTAINED BY THE HOA.
8. 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 WITHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

## LEGEND

- PHASE BOUNDARY
- (AA) BLOCK NUMBER
- ROW RIGHT-OF-WAY
- B.L. BUILDING SETBACK LINE
- CBU CLUSTER BOX UNIT
- WME WALL MAINTENANCE EASEMENT
- VAM VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- STREET NAME CHANGE




PP 25-0002

*PRELIMINARY PLAT*
FOR
*ANACAPRI PHASE 3*

BLOCK AA, LOTS 1-49, 1X; BLOCK BB, LOTS 1-28, BLOCK CC, LOTS 1-26, 1X; BLOCK DD; LOTS 1-29, 1X; BLOCK EE, LOTS 1-38, 1X; BLOCK FF; LOTS 1-44; BLOCK GG, LOTS 1-44;
OUT OF THE
ELI W. WITT SURVEY, ABSTRACT NO. 997;
AND IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS
258 RESIDENTIAL LOTS / 35.474 ACRES
(117 SF-6.0 LOTS, 141 SF-Z LOTS)
4 COMMON AREA LOTS / 2.923 ACRES
GROSS AREA: 48.585 ACRES
ZONING: ORD. NO. 887-2020

**OWNER/DEVELOPER:**
MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC
2101 CEDAR SPRINGS ROAD,
SUITE 700
DALLAS, TX 75201
CONTACT: MR. ZACH IPOUR
469-556-1362

*PRELIMINARY*

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF RONALD SALAMIE, TEXAS P.E.#82073 ON: 01/27/25
THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.


**LJA Engineering, Inc.**
6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Contact: Ronald Salamie
Phone 469.621.0710
FRN - F-1386
Office: 214-620-2800


**EXHIBIT A**

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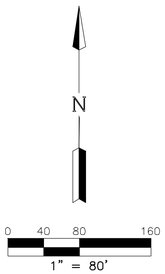
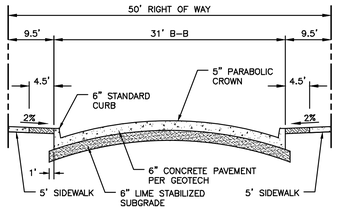
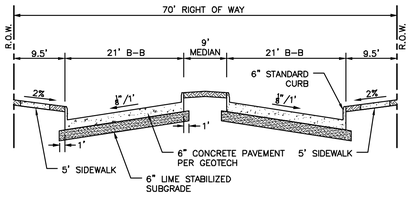
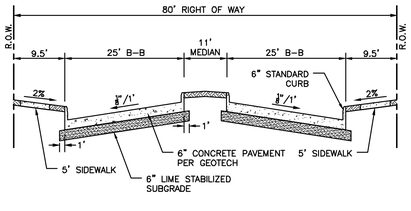


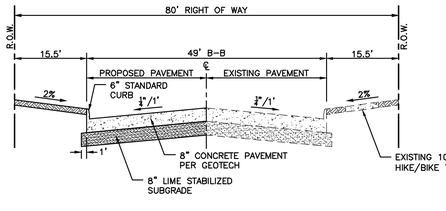

LOCAL RESIDENTIAL STREET SECTION (50' ROW)
NTS



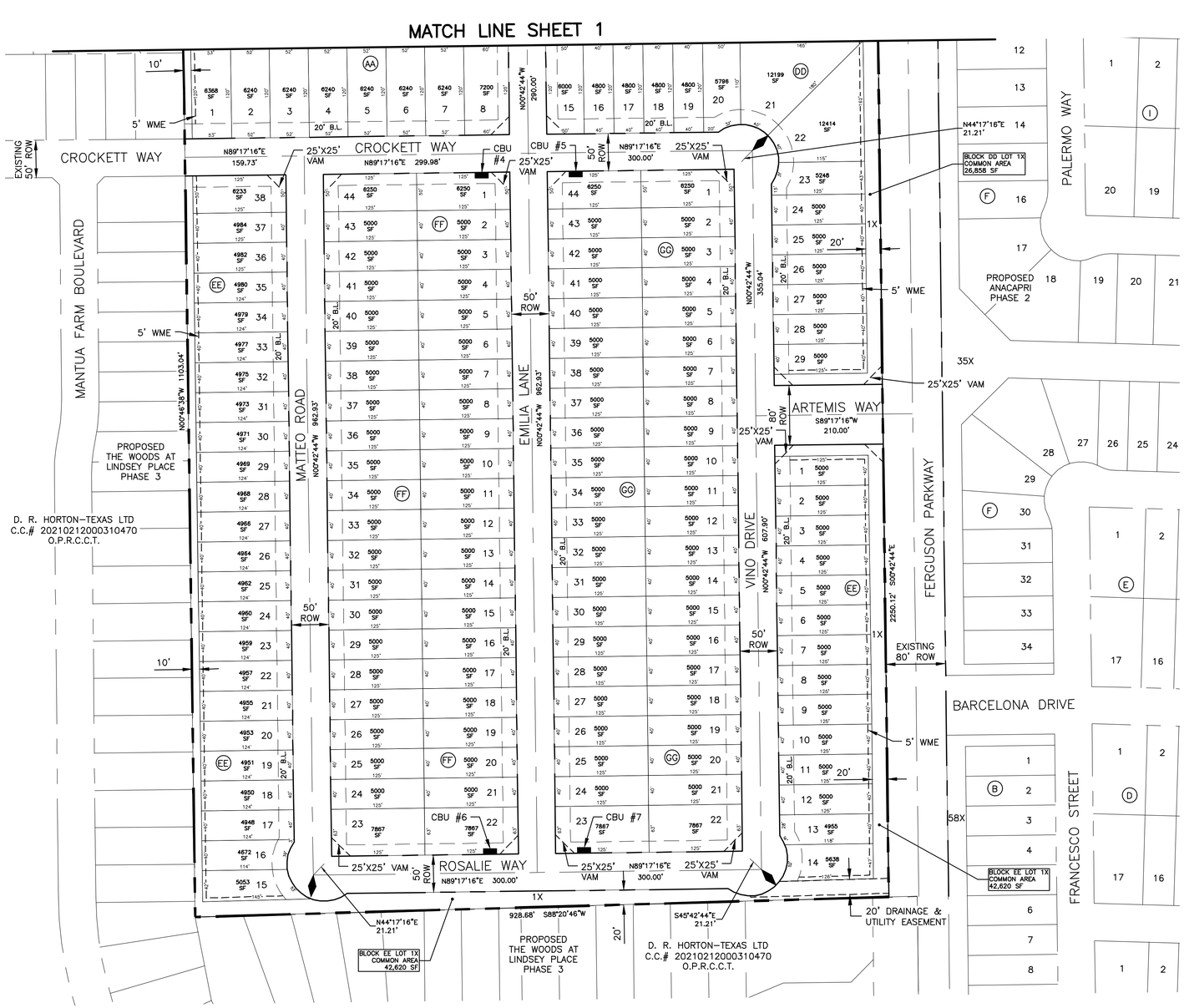

DIVIDED ENTRY STREET SECTION (70' ROW)
NTS

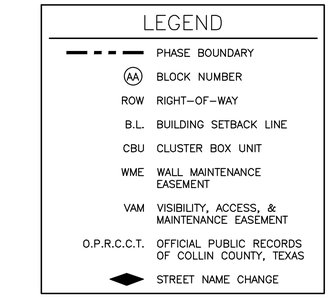


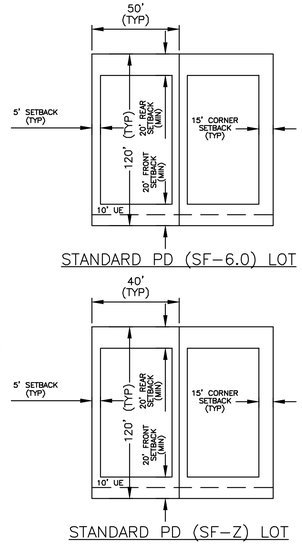

DIVIDED ENTRY STREET SECTION (80' ROW)
NTS




FERGUSON PARKWAY SECTION (80' ROW)
NTS



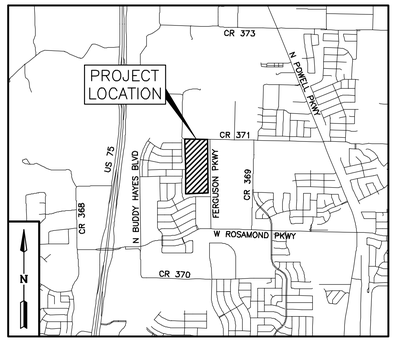




STANDARD PD (SF-6.0) LOT




STANDARD PD (SF-Z) LOT




VICINITY MAP
1" = 3000'

## LAND USE DATA TABLE

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PP 25-0002

# PRELIMINARY PLAT
FOR
# ANACAPRI PHASE 3

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OUT OF THE
ELI W. WITT SURVEY, ABSTRACT NO. 997;
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GROSS AREA: 48.585 ACRES
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**OWNER/DEVELOPER:**
MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC
2101 CEDAR SPRINGS ROAD,
SUITE 700
DALLAS, TX 75201
CONTACT: MR. ZACH IPOUR
469-556-1362


PRELIMINARY

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LJA Engineering, Inc.
6060 North Central Expressway Phone 469.621.0710
Suite 400
Dallas, Texas 75206 FRN - F-1386
Contact: Ronald Salamie Office: 214-620-2800


**EXHIBIT A**




Date\Time : Mon, 27 Jan 2025 - 4:41pm User Name : rhennedy
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| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK AA LOT 1 | 6,368 SF |
| BLOCK AA LOT 2 | 6,240 SF |
| BLOCK AA LOT 3 | 6,240 SF |
| BLOCK AA LOT 4 | 6,240 SF |
| BLOCK AA LOT 5 | 6,240 SF |
| BLOCK AA LOT 6 | 6,240 SF |
| BLOCK AA LOT 7 | 6,240 SF |
| BLOCK AA LOT 8 | 7,200 SF |
| BLOCK AA LOT 9 | 7,200 SF |
| BLOCK AA LOT 10 | 6,000 SF |
| BLOCK AA LOT 11 | 6,000 SF |
| BLOCK AA LOT 12 | 6,000 SF |
| BLOCK AA LOT 13 | 5,796 SF |
| BLOCK AA LOT 14 | 12,229 SF |
| BLOCK AA LOT 15 | 12,582 SF |
| BLOCK AA LOT 16 | 6,175 SF |
| BLOCK AA LOT 17 | 6,388 SF |
| BLOCK AA LOT 18 | 6,413 SF |
| BLOCK AA LOT 19 | 6,438 SF |
| BLOCK AA LOT 20 | 6,463 SF |
| BLOCK AA LOT 21 | 6,488 SF |
| BLOCK AA LOT 22 | 6,512 SF |
| BLOCK AA LOT 23 | 6,537 SF |
| BLOCK AA LOT 24 | 6,562 SF |
| BLOCK AA LOT 25 | 6,587 SF |
| BLOCK AA LOT 26 | 6,612 SF |
| BLOCK AA LOT 27 | 6,636 SF |
| BLOCK AA LOT 28 | 6,661 SF |
| BLOCK AA LOT 29 | 6,686 SF |
| BLOCK AA LOT 30 | 7,281 SF |
| BLOCK AA LOT 31 | 14,831 SF |
| BLOCK AA LOT 32 | 14,050 SF |
| BLOCK AA LOT 33 | 7,021 SF |
| BLOCK AA LOT 34 | 6,789 SF |
| BLOCK AA LOT 35 | 6,539 SF |
| BLOCK AA LOT 36 | 6,389 SF |
| BLOCK AA LOT 37 | 6,316 SF |
| BLOCK AA LOT 38 | 6,254 SF |
| BLOCK AA LOT 39 | 6,192 SF |
| BLOCK AA LOT 40 | 6,130 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK AA LOT 41 | 6,068 SF |
| BLOCK AA LOT 42 | 6,006 SF |
| BLOCK AA LOT 43 | 9,010 SF |
| BLOCK AA LOT 44 | 11,785 SF |
| BLOCK AA LOT 45 | 11,805 SF |
| BLOCK AA LOT 46 | 6,793 SF |
| BLOCK AA LOT 47 | 6,250 SF |
| BLOCK AA LOT 48 | 6,250 SF |
| BLOCK AA LOT 49 | 6,250 SF |
| BLOCK BB LOT 1 | 7,500 SF |
| BLOCK BB LOT 2 | 6,250 SF |
| BLOCK BB LOT 3 | 6,250 SF |
| BLOCK BB LOT 4 | 6,250 SF |
| BLOCK BB LOT 5 | 6,250 SF |
| BLOCK BB LOT 6 | 6,250 SF |
| BLOCK BB LOT 7 | 6,250 SF |
| BLOCK BB LOT 8 | 6,250 SF |
| BLOCK BB LOT 9 | 6,250 SF |
| BLOCK BB LOT 10 | 6,250 SF |
| BLOCK BB LOT 11 | 6,250 SF |
| BLOCK BB LOT 12 | 6,250 SF |
| BLOCK BB LOT 13 | 6,250 SF |
| BLOCK BB LOT 14 | 7,500 SF |
| BLOCK BB LOT 15 | 7,500 SF |
| BLOCK BB LOT 16 | 6,249 SF |
| BLOCK BB LOT 17 | 6,249 SF |
| BLOCK BB LOT 18 | 6,249 SF |
| BLOCK BB LOT 19 | 6,249 SF |
| BLOCK BB LOT 20 | 6,248 SF |
| BLOCK BB LOT 21 | 6,248 SF |
| BLOCK BB LOT 22 | 6,248 SF |
| BLOCK BB LOT 23 | 6,247 SF |
| BLOCK BB LOT 24 | 6,247 SF |
| BLOCK BB LOT 25 | 6,247 SF |
| BLOCK BB LOT 26 | 6,246 SF |
| BLOCK BB LOT 27 | 6,246 SF |
| BLOCK BB LOT 28 | 7,495 SF |
| BLOCK CC LOT 1 | 7,495 SF |
| BLOCK CC LOT 2 | 6,247 SF |
| BLOCK CC LOT 3 | 6,248 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK CC LOT 4 | 6,249 SF |
| BLOCK CC LOT 5 | 6,250 SF |
| BLOCK CC LOT 6 | 6,250 SF |
| BLOCK CC LOT 7 | 6,250 SF |
| BLOCK CC LOT 8 | 6,250 SF |
| BLOCK CC LOT 9 | 6,250 SF |
| BLOCK CC LOT 10 | 6,250 SF |
| BLOCK CC LOT 11 | 6,250 SF |
| BLOCK CC LOT 12 | 6,250 SF |
| BLOCK CC LOT 13 | 7,500 SF |
| BLOCK CC LOT 14 | 7,500 SF |
| BLOCK CC LOT 15 | 6,250 SF |
| BLOCK CC LOT 16 | 6,250 SF |
| BLOCK CC LOT 17 | 6,250 SF |
| BLOCK CC LOT 18 | 6,250 SF |
| BLOCK CC LOT 19 | 6,250 SF |
| BLOCK CC LOT 20 | 6,250 SF |
| BLOCK CC LOT 21 | 6,250 SF |
| BLOCK CC LOT 22 | 6,250 SF |
| BLOCK CC LOT 23 | 6,251 SF |
| BLOCK CC LOT 24 | 6,252 SF |
| BLOCK CC LOT 25 | 6,253 SF |
| BLOCK CC LOT 26 | 7,505 SF |
| BLOCK DD LOT 1 | 6,250 SF |
| BLOCK DD LOT 2 | 6,250 SF |
| BLOCK DD LOT 3 | 6,250 SF |
| BLOCK DD LOT 4 | 6,250 SF |
| BLOCK DD LOT 5 | 6,250 SF |
| BLOCK DD LOT 6 | 6,250 SF |
| BLOCK DD LOT 7 | 6,250 SF |
| BLOCK DD LOT 8 | 14,573 SF |
| BLOCK DD LOT 9 | 14,322 SF |
| BLOCK DD LOT 10 | 5,796 SF |
| BLOCK DD LOT 11 | 6,000 SF |
| BLOCK DD LOT 12 | 6,000 SF |
| BLOCK DD LOT 13 | 6,000 SF |
| BLOCK DD LOT 14 | 7,200 SF |
| BLOCK DD LOT 15 | 6,000 SF |
| BLOCK DD LOT 16 | 4,800 SF |
| BLOCK DD LOT 17 | 4,800 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK DD LOT 18 | 4,800 SF |
| BLOCK DD LOT 19 | 4,800 SF |
| BLOCK DD LOT 20 | 5,796 SF |
| BLOCK DD LOT 21 | 12,199 SF |
| BLOCK DD LOT 22 | 12,414 SF |
| BLOCK DD LOT 23 | 5,248 SF |
| BLOCK DD LOT 24 | 5,000 SF |
| BLOCK DD LOT 25 | 5,000 SF |
| BLOCK DD LOT 26 | 5,000 SF |
| BLOCK DD LOT 27 | 5,000 SF |
| BLOCK DD LOT 28 | 5,000 SF |
| BLOCK DD LOT 29 | 5,000 SF |
| BLOCK EE LOT 1 | 5,000 SF |
| BLOCK EE LOT 2 | 5,000 SF |
| BLOCK EE LOT 3 | 5,000 SF |
| BLOCK EE LOT 4 | 5,000 SF |
| BLOCK EE LOT 5 | 5,000 SF |
| BLOCK EE LOT 6 | 5,000 SF |
| BLOCK EE LOT 7 | 5,000 SF |
| BLOCK EE LOT 8 | 5,000 SF |
| BLOCK EE LOT 9 | 5,000 SF |
| BLOCK EE LOT 10 | 5,000 SF |
| BLOCK EE LOT 11 | 5,000 SF |
| BLOCK EE LOT 12 | 5,000 SF |
| BLOCK EE LOT 13 | 4,955 SF |
| BLOCK EE LOT 14 | 5,638 SF |
| BLOCK EE LOT 15 | 5,053 SF |
| BLOCK EE LOT 16 | 4,672 SF |
| BLOCK EE LOT 17 | 4,948 SF |
| BLOCK EE LOT 18 | 4,950 SF |
| BLOCK EE LOT 19 | 4,951 SF |
| BLOCK EE LOT 20 | 4,953 SF |
| BLOCK EE LOT 21 | 4,955 SF |
| BLOCK EE LOT 22 | 4,957 SF |
| BLOCK EE LOT 23 | 4,959 SF |
| BLOCK EE LOT 24 | 4,960 SF |
| BLOCK EE LOT 25 | 4,962 SF |
| BLOCK EE LOT 26 | 4,964 SF |
| BLOCK EE LOT 27 | 4,966 SF |
| BLOCK EE LOT 28 | 4,968 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK EE LOT 29 | 4,969 SF |
| BLOCK EE LOT 30 | 4,971 SF |
| BLOCK EE LOT 31 | 4,973 SF |
| BLOCK EE LOT 32 | 4,975 SF |
| BLOCK EE LOT 33 | 4,977 SF |
| BLOCK EE LOT 34 | 4,979 SF |
| BLOCK EE LOT 35 | 4,980 SF |
| BLOCK EE LOT 36 | 4,982 SF |
| BLOCK EE LOT 37 | 4,984 SF |
| BLOCK EE LOT 38 | 6,233 SF |
| BLOCK FF LOT 1 | 6,250 SF |
| BLOCK FF LOT 2 | 5,000 SF |
| BLOCK FF LOT 3 | 5,000 SF |
| BLOCK FF LOT 4 | 5,000 SF |
| BLOCK FF LOT 5 | 5,000 SF |
| BLOCK FF LOT 6 | 5,000 SF |
| BLOCK FF LOT 7 | 5,000 SF |
| BLOCK FF LOT 8 | 5,000 SF |
| BLOCK FF LOT 9 | 5,000 SF |
| BLOCK FF LOT 10 | 5,000 SF |
| BLOCK FF LOT 11 | 5,000 SF |
| BLOCK FF LOT 12 | 5,000 SF |
| BLOCK FF LOT 13 | 5,000 SF |
| BLOCK FF LOT 14 | 5,000 SF |
| BLOCK FF LOT 15 | 5,000 SF |
| BLOCK FF LOT 16 | 5,000 SF |
| BLOCK FF LOT 17 | 5,000 SF |
| BLOCK FF LOT 18 | 5,000 SF |
| BLOCK FF LOT 19 | 5,000 SF |
| BLOCK FF LOT 20 | 5,000 SF |
| BLOCK FF LOT 21 | 5,000 SF |
| BLOCK FF LOT 22 | 7,867 SF |
| BLOCK FF LOT 23 | 7,867 SF |
| BLOCK FF LOT 24 | 5,000 SF |
| BLOCK FF LOT 25 | 5,000 SF |
| BLOCK FF LOT 26 | 5,000 SF |
| BLOCK FF LOT 27 | 5,000 SF |
| BLOCK FF LOT 28 | 5,000 SF |
| BLOCK FF LOT 29 | 5,000 SF |
| BLOCK FF LOT 30 | 5,000 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK FF LOT 31 | 5,000 SF |
| BLOCK FF LOT 32 | 5,000 SF |
| BLOCK FF LOT 33 | 5,000 SF |
| BLOCK FF LOT 34 | 5,000 SF |
| BLOCK FF LOT 35 | 5,000 SF |
| BLOCK FF LOT 36 | 5,000 SF |
| BLOCK FF LOT 37 | 5,000 SF |
| BLOCK FF LOT 38 | 5,000 SF |
| BLOCK FF LOT 39 | 5,000 SF |
| BLOCK FF LOT 40 | 5,000 SF |
| BLOCK FF LOT 41 | 5,000 SF |
| BLOCK FF LOT 42 | 5,000 SF |
| BLOCK FF LOT 43 | 5,000 SF |
| BLOCK FF LOT 44 | 6,250 SF |
| BLOCK GG LOT 1 | 6,250 SF |
| BLOCK GG LOT 2 | 5,000 SF |
| BLOCK GG LOT 3 | 5,000 SF |
| BLOCK GG LOT 4 | 5,000 SF |
| BLOCK GG LOT 5 | 5,000 SF |
| BLOCK GG LOT 6 | 5,000 SF |
| BLOCK GG LOT 7 | 5,000 SF |
| BLOCK GG LOT 8 | 5,000 SF |
| BLOCK GG LOT 9 | 5,000 SF |
| BLOCK GG LOT 10 | 5,000 SF |
| BLOCK GG LOT 11 | 5,000 SF |
| BLOCK GG LOT 12 | 5,000 SF |
| BLOCK GG LOT 13 | 5,000 SF |
| BLOCK GG LOT 14 | 5,000 SF |
| BLOCK GG LOT 15 | 5,000 SF |
| BLOCK GG LOT 16 | 5,000 SF |
| BLOCK GG LOT 17 | 5,000 SF |
| BLOCK GG LOT 18 | 5,000 SF |
| BLOCK GG LOT 19 | 5,000 SF |
| BLOCK GG LOT 20 | 5,000 SF |
| BLOCK GG LOT 21 | 5,000 SF |
| BLOCK GG LOT 22 | 7,867 SF |
| BLOCK GG LOT 23 | 7,867 SF |
| BLOCK GG LOT 24 | 5,000 SF |
| BLOCK GG LOT 25 | 5,000 SF |
| BLOCK GG LOT 26 | 5,000 SF |

| SINGLE FAMILY | |
|---|---|
| BLOCK & LOT NUMBERS | AREA |
| BLOCK GG LOT 27 | 5,000 SF |
| BLOCK GG LOT 28 | 5,000 SF |
| BLOCK GG LOT 29 | 5,000 SF |
| BLOCK GG LOT 30 | 5,000 SF |
| BLOCK GG LOT 31 | 5,000 SF |
| BLOCK GG LOT 32 | 5,000 SF |
| BLOCK GG LOT 33 | 5,000 SF |
| BLOCK GG LOT 34 | 5,000 SF |
| BLOCK GG LOT 35 | 5,000 SF |
| BLOCK GG LOT 36 | 5,000 SF |
| BLOCK GG LOT 37 | 5,000 SF |
| BLOCK GG LOT 38 | 5,000 SF |
| BLOCK GG LOT 39 | 5,000 SF |
| BLOCK GG LOT 40 | 5,000 SF |
| BLOCK GG LOT 41 | 5,000 SF |
| BLOCK GG LOT 42 | 5,000 SF |
| BLOCK GG LOT 43 | 5,000 SF |
| BLOCK GG LOT 44 | 6,250 SF |

| OPEN SPACE | | |
|---|---|---|
| BLOCK & LOT NUMBERS | AREA | AREA |
| BLOCK AA LOT 1X | 45,362 SF | 1.04 AC |
| BLOCK CC LOT 1X | 12,500 SF | 0.29 AC |
| BLOCK DD LOT 1X | 26,858 SF | 0.62 AC |
| BLOCK EE LOT 1X | 42,620 SF | 0.98 AC |

| RIGHT-OF-WAY | | |
|---|---|---|
| BLOCK & LOT NUMBERS | AREA | AREA |
| LINDSEY LANE ROW DEDICATION | 22,896 SF | 0.53 AC |
| ROW | 420,893 SF | 9.66 AC |

## PRELIMINARY PROPERTY DESCRIPTION

BEING A 48.585 ACRE TRACT OF LAND SITUATED IN THE ELI W. WITT SURVEY, ABSTRACT NO. 997, IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND BEING ALL OF A 48.585 ACRE TRACT OF LAND CONVEYED AS "PHASE 3" TO MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20230001110 60, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 48.585 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID 48.585 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF THE REMAINDER OF A CALLED 95.444 ACRE TRACT OF LAND CONVEYED TO MCI PREFERRED INCOME FUND II, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210819001679920, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND THE SOUTH LINE OF A CALLED 62.41 ACRE TRACT OF LAND CONVEYED TO ANNA 60 PARTNERS, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20240000048850, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING IN COUNTY ROAD NO. 371, (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG THE EAST LINE OF SAID 48.585 ACRE TRACT AND OVER AND ACROSS SAID 95.444 ACRE TRACT, A DISTANCE OF 2250.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 48.585 ACRE TRACT, SAID POINT BEING ON THE SOUTH LINE OF SAID 95.444 ACRE TRACT AND THE NORTH LINE OF A CALLED 275.00 ACRE TRACT OF LAND CONVEYED TO D.R. HORTON - TEXAS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20210212000310470, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "JBI" FOUND FOR AN INTERIOR ELL CORNER OF SAID 95.444 ACRE TRACT AND A NORTHEAST CORNER OF SAID 275.00 ACRE TRACT BEARS, NORTH 88 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 38.12 FEET;

THENCE, SOUTH 88 DEGREES 20 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 48.585 ACRE TRACT, THE SOUTH LINE OF SAID 95.444 ACRE TRACT AND THE NORTH LINE OF SAID 275.00 ACRE TRACT, A DISTANCE OF 928.68 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID 48.585 ACRE TRACT, A SOUTHWEST CORNER OF SAID 95.444 ACRE TRACT AND AN INTERIOR ELL CORNER OF SAID 275.00 ACRE TRACT;

THENCE, ALONG THE WEST LINE OF SAID 48.585 ACRE TRACT, THE WEST LINE OF SAID 95.444 ACRE TRACT AND THE EAST LINE OF SAID 275.00 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 1103.04 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 01 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 1185.78 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 48.585 ACRE TRACT, THE NORTHWEST CORNER OF SAID 95.444 ACRE TRACT AND A NORTHEAST CORNER OF SAID 275.00 ACRE TRACT, SAID POINT BEING ON AFORESAID SOUTH LINE OF SAID 62.41 ACRE TRACT AND BEING IN AFORESAID COUNTY ROAD NO. 371, FROM WHICH A MAG NAIL FOUND BEARS, NORTH 77 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 0.58 FEET;

THENCE, SOUTH 89 DEGREES 17 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF SAID 48.585 ACRE TRACT, AFORESAID NORTH LINE OF 95.444 ACRE TRACT, SAID SOUTH LINE OF 62.41 ACRE TRACT AND WITH SAID COUNTY ROAD NO. 371, A DISTANCE OF 942.01 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 48.585 ACRES, OR 2,116,380 SQUARE FEET OF LAND, MORE OR LESS.

**EXHIBIT A**

## EASEMENT LANGUAGE

**ACCESS EASEMENT**

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC
VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF ANNA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON, AND ACROSS SAID PREMISES.

**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.

## OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC**, ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **ANACAPRI, 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. 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 ARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA, TEXAS.

WITNESS MY HAND THIS THE _____ DAY OF _____ , A.D. 2025.

**MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC**
BY: MEGATEL HOMES, LLC

BY: _____,
ZACH IPOUR, CO-FOUNDER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ , A.D. 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

## 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

## SURVEYOR'S CERTIFICATION

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

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

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. ____
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 PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

PP 25-0002

# PRELIMINARY PLAT
FOR
# ANACAPRI PHASE 3

BLOCK AA, LOTS 1-49, 1X; BLOCK BB, LOTS 1-28, BLOCK CC, LOTS 1-26, 1X; BLOCK DD; LOTS 1-29, 1X; BLOCK EE, LOTS 1-38, 1X; BLOCK FF; LOTS 1-44; BLOCK GG, LOTS 1-44;
OUT OF THE
ELI W. WITT SURVEY, ABSTRACT NO. 997;
AND IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

258 RESIDENTIAL LOTS / 35.474 ACRES
(117 SF-6.0 LOTS, 141 SF-Z LOTS)
4 COMMON AREA LOTS / 2.923 ACRES
GROSS AREA: 48.585 ACRES
ZONING: ORD. NO. 887-2020

**OWNER/DEVELOPER:**
MCI EXCHANGE ANACAPRI A SERIES DEPOSITOR, LLC
2101 CEDAR SPRINGS ROAD,
SUITE 700
DALLAS, TX 75201
CONTACT: MR. ZACH IPOUR
469-556-1362

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF RONALD SALAMIE, TEXAS P.E.#82073 ON: 01/27/25
THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

LJA Engineering, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Contact: Ronald Salamie
Phone 469.621.0710
FRN - F-1386
Office: 214-620-2800



Date\Time : Mon, 27 Jan 2025 - 4:41pm User Name : rkennedy
Path\Name : C:\Users\rkennedy\AppData\Local\Temp\AcPublish_22692\{0438PP3LKM01.dwg

Item No. 9.

Planning & Zoning Commission Agenda
Staff Report

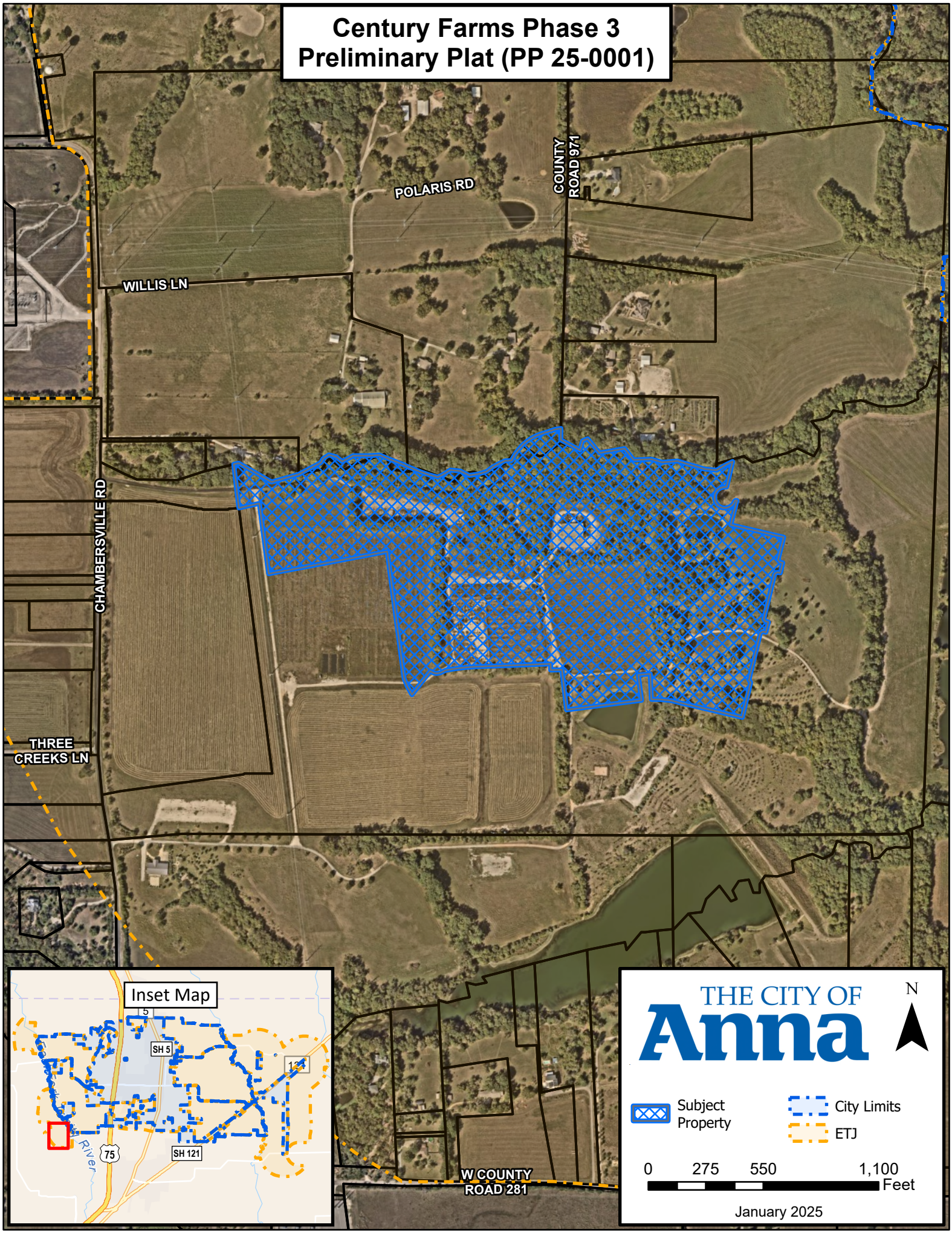
Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Approve a Resolution regarding Century Farms, Phase 3, Preliminary Plat (PP 25-0001)
Owner: RLS Century, LLC

**SUMMARY:**
225 Single-Family Residential lots, and seven Open Space/Common Area lots on 49.7± acres on the south side of County Road 971, 800± feet east of Chambersville Road. Located in the ETJ.

**STAFF RECOMMENDATION:**
Recommended for approval as submitted.

**ATTACHMENTS:**
1. Locator Map - Century Farms, Phase 3, Preliminary Plat (PP 25-0001)
2. Resolution - Century Farms, Phase 3, Preliminary Plat (PP 25-0001)
3. Exhibit A - Century Farms, Phase 3, Preliminary Plat (PP 25-0001)


Century Farms Phase 3
Preliminary Plat (PP 25-0001)
POLARIS RD
COUNTY ROAD 971
WILLIS LN
CHAMBERSVILLE RD
THREE CREEKS LN
W COUNTY ROAD 281
Inset Map
SH 5
SH 121
75
THE CITY OF Anna
N
Subject Property
City Limits
ETJ
0 275 550 1,100
Feet
January 2025

**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. __2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, CENTURY FARMS, PHASE 3, PRELIMINARY PLAT (PP 25-0001)**

**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**, RLS Century, LLC has submitted an application for the approval of Century Farms, Phase 3, Preliminary Plat; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Plat**

The Planning & Zoning Commission hereby approves Century Farms, Phase 3, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

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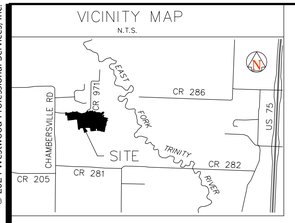
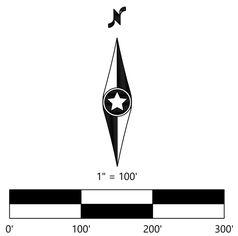
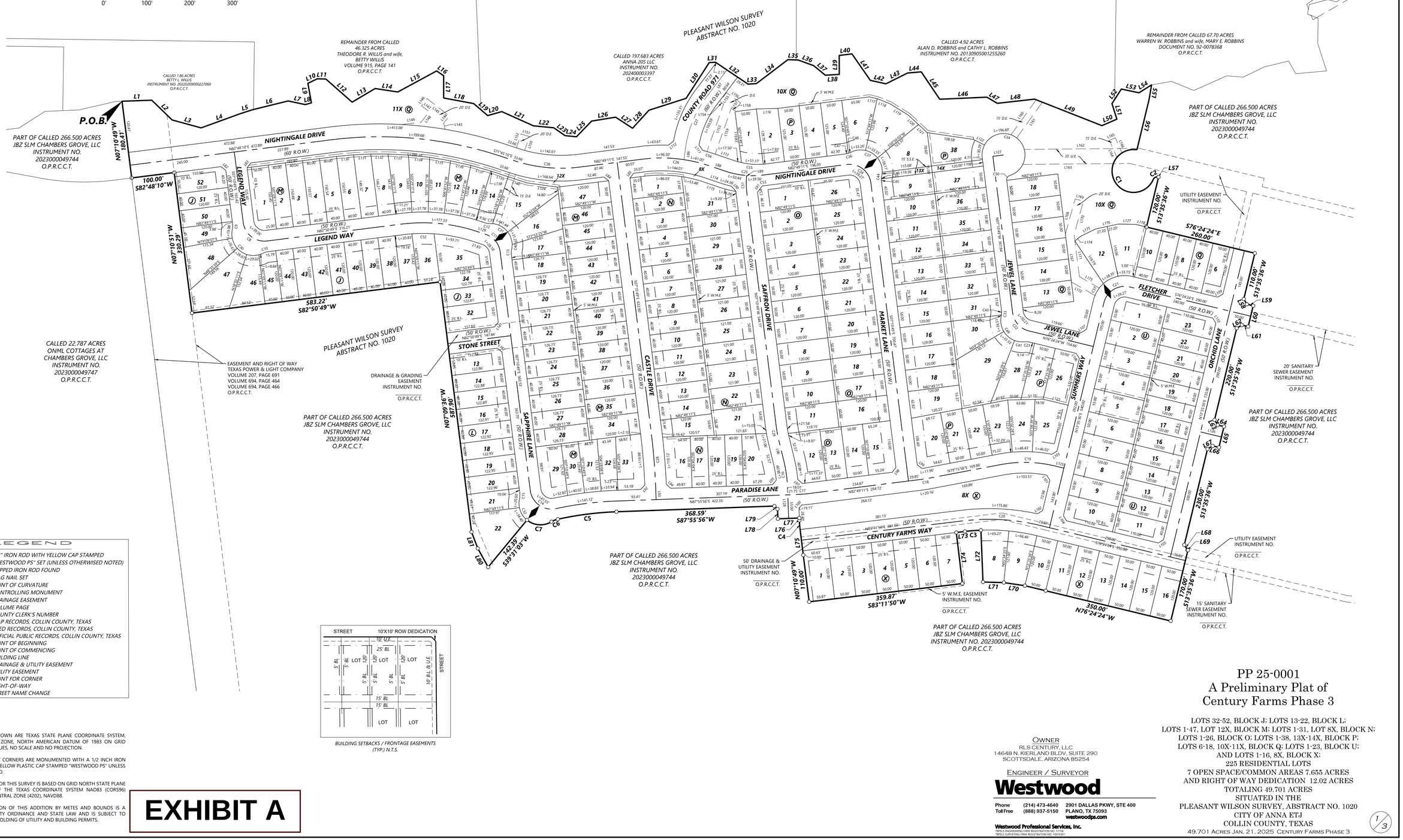
CENTURY 3

VICINITY MAP
N.T.S.




## LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD PS" SET (UNLESS OTHERWISED NOTED) |
| CIRF | CAPPED IRON ROD FOUND |
| MGS | MAG NAIL SET |
| ◉ | POINT OF CURVATURE |
| (C.M.) | CONTROLLING MONUMENT |
| D.E. | DRAINAGE EASEMENT |
| VOL. PG. | VOLUME PAGE |
| C.C. NO. | COUNTY CLERK'S NUMBER |
| M.R.C.C.T. | MAP RECORDS, COLLIN COUNTY, TEXAS |
| D.R.C.C.T. | DEED RECORDS, COLLIN COUNTY, TEXAS |
| O.P.R.C.C.T. | OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| B.L. | BUILDING LINE |
| D.U.E. | DRAINAGE & UTILITY EASEMENT |
| U.E. | UTILITY EASEMENT |
| PFC | POINT FOR CORNER |
| R.O.W. | RIGHT-OF-WAY |
| ◆ | STREET NAME CHANGE |

SURVEYOR NOTES:

1.) COORDINATES SHOWN ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.

2.) ALL INTERIOR LOT CORNERS ARE MONUMENTED WITH A 1/2 INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" UNLESS OTHERWISE NOTED.

3.) BEARING SYSTEM FOR THIS SURVEY IS BASED ON GRID NORTH STATE PLANE COORDINATES OF THE TEXAS COORDINATE SYSTEM NAD83 (CORS96) TEXAS NORTH CENTRAL ZONE (4202), NAVD88.

4.) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY AND BUILDING PERMITS.

# EXHIBIT A




BUILDING SETBACKS / FRONTAGE EASEMENTS (TYP.) N.T.S.

OWNER
RLS CENTURY, LLC
14648 N. KIERLAND BLDV, SUITE 290
SCOTTSDALE, ARIZONA 85254

ENGINEER / SURVEYOR
**Westwood**

Phone (214) 473-4640 2901 DALLAS PKWY, STE 400
Toll Free (888) 937-5150 PLANO, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TBPELS ENGINEERING FIRM REGISTRATION NO. 11756
TBPELS SURVEYING FIRM REGISTRATION NO. 10014301

# PP 25-0001
## A Preliminary Plat of Century Farms Phase 3

LOTS 32-52, BLOCK J; LOTS 13-22, BLOCK L;
LOTS 1-47, LOT 12X, BLOCK M; LOTS 1-31, LOT 8X, BLOCK N;
LOTS 1-26, BLOCK O; LOTS 1-38, 13X-14X, BLOCK P;
LOTS 6-18, 10X-11X, BLOCK Q; LOTS 1-23, BLOCK U;
AND LOTS 1-16, 8X, BLOCK X;
225 RESIDENTIAL LOTS
7 OPEN SPACE/COMMON AREAS 7.655 ACRES
AND RIGHT OF WAY DEDICATION 12.02 ACRES
TOTALING 49.701 ACRES
SITUATED IN THE
PLEASANT WILSON SURVEY, ABSTRACT NO. 1020
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS
49.701 ACRES JAN. 21, 2025 CENTURY FARMS PHASE 3

1/3

G:\JOB\STR22001_CHAMBERS GROVE\2_SRV\STR22001_PA5 PH3R PRELIM PLAT.DWG

© 2024 Westwood Professional Services, Inc.

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| ***L1*** | 69.39' | N88°03'26"E |
| ***L2*** | 66.15' | S45°52'16"E |
| ***L3*** | 70.05' | S74°40'57"E |
| ***L4*** | 96.78' | N70°03'19"E |
| ***L5*** | 29.82' | N72°10'32"E |
| ***L6*** | 86.17' | N76°07'43"E |
| ***L7*** | 40.72' | S77°59'01"E |
| ***L8*** | 15.02' | N74°12'41"E |
| ***L9*** | 46.34' | N10°19'56"W |
| ***L10*** | 24.14' | N64°16'32"E |
| ***L11*** | 20.03' | S88°49'58"E |
| ***L12*** | 81.79' | S48°42'08"E |
| ***L13*** | 62.34' | N59°25'20"E |
| ***L14*** | 53.31' | S81°21'02"E |
| ***L15*** | 103.03' | N61°32'53"E |
| ***L16*** | 19.80' | S56°04'55"E |
| ***L17*** | 52.09' | S00°02'11"E |
| ***L18*** | 71.29' | S79°27'16"E |
| ***L19*** | 42.92' | S49°15'12"E |
| ***L20*** | 34.23' | N74°13'24"E |
| ***L21*** | 81.04' | S65°49'12"E |
| ***L22*** | 47.44' | S84°29'02"E |
| ***L23*** | 32.14' | S55°15'49"E |
| ***L24*** | 26.62' | S84°19'18"E |
| ***L25*** | 50.81' | N43°55'59"E |
| ***L26*** | 56.85' | N80°47'39"E |
| ***L27*** | 47.16' | S56°53'09"E |
| ***L28*** | 56.69' | N42°16'52"E |
| ***L29*** | 91.00' | N72°12'32"E |
| ***L30*** | 99.44' | N32°55'07"E |
| ***L31*** | 14.56' | N87°32'49"E |
| ***L32*** | 91.52' | S56°04'26"E |
| ***L33*** | 19.43' | N85°52'59"E |
| ***L34*** | 92.30' | N52°46'51"E |
| ***L35*** | 24.13' | S87°59'37"E |
| ***L36*** | 38.38' | S69°56'35"E |
| ***L37*** | 35.02' | S50°30'40"E |
| ***L38*** | 32.74' | N86°50'35"E |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| ***L39*** | 44.32' | N00°13'34"W |
| ***L40*** | 29.82' | N83°14'57"E |
| ***L41*** | 75.21' | S34°49'50"E |
| ***L42*** | 37.11' | S77°33'56"E |
| ***L43*** | 56.72' | N63°31'33"E |
| ***L44*** | 31.76' | N85°19'58"E |
| ***L45*** | 77.03' | S33°58'34"E |
| ***L46*** | 110.06' | N87°27'05"E |
| ***L47*** | 28.41' | S59°35'15"E |
| ***L48*** | 87.28' | N83°35'16"E |
| ***L49*** | 168.78' | S68°30'35"E |
| ***L50*** | 38.01' | N66°37'59"E |
| ***L51*** | 38.03' | N17°28'12"W |
| ***L52*** | 40.42' | N32°47'17"E |
| ***L53*** | 41.94' | S78°06'53"E |
| ***L54*** | 34.64' | N58°02'06"E |
| ***L55*** | 35.14' | S09°42'41"W |
| ***L56*** | 120.16' | S13°35'36"W |
| ***L57*** | 0.42' | S76°24'24"E |
| ***L58*** | 14.14' | S31°24'24"E |
| ***L59*** | 15.00' | S76°24'24"E |
| ***L60*** | 50.00' | S13°35'36"W |
| ***L61*** | 15.00' | N76°24'24"W |
| ***L62*** | 14.14' | S58°35'36"W |
| ***L63*** | 14.14' | S31°24'24"E |
| ***L64*** | 15.00' | S76°24'45"E |
| ***L65*** | 50.00' | S13°35'36"W |
| ***L66*** | 15.00' | N76°24'24"W |
| ***L67*** | 14.14' | S58°35'36"W |
| ***L68*** | 14.14' | S31°24'24"E |
| ***L69*** | 1.03' | S76°24'24"E |
| ***L70*** | 49.57' | N81°34'05"W |
| ***L71*** | 48.60' | N88°21'36"W |
| ***L72*** | 121.00' | N02°17'48"W |
| ***L73*** | 20.31' | S83°11'50"W |
| ***L74*** | 120.00' | S06°48'10"E |
| ***L75*** | 60.00' | N07°01'17"W |
| ***L76*** | 5.43' | N02°04'04"W |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| ***L77*** | 50.00' | S87°55'56"W |
| ***L78*** | 22.95' | N02°04'04"W |
| ***L79*** | 9.94' | N46°53'24"W |
| ***L80*** | 49.73' | N28°56'28"W |
| ***L81*** | 41.17' | N20°49'23"W |
| *L82* | 14.14' | N52°11'19"W |
| *L83* | 14.14' | N37°48'41"E |
| *L84* | 14.14' | S52°10'49"E |
| *L85* | 14.14' | S37°49'11"W |
| L86 | 28.96' | S07°42'27"W |
| L87 | 78.94' | S37°10'55"W |
| L88 | 39.58' | S71°23'46"E |
| L89 | 3.81' | N04°09'13"E |
| *L90* | 15.84' | N41°06'06"W |
| *L91* | 18.32' | N38°00'40"E |
| *L92* | 14.12' | S42°50'38"W |
| L93 | 25.47' | S02°04'04"E |
| *L94* | 14.16' | S47°09'11"E |
| *L95* | 13.83' | N41°40'57"E |
| L96 | 52.57' | N13°32'42"W |
| *L97* | 14.19' | N48°58'41"W |
| *L98* | 14.14' | S37°49'11"W |
| *L99* | 14.11' | S52°19'07"E |
| *L100* | 9.77' | S40°43'34"W |
| *L101* | 13.93' | N32°15'59"W |
| *L102* | 14.22' | N58°15'52"E |
| *L103* | 14.32' | N57°51'57"E |
| *L104* | 14.14' | N31°24'24"W |
| *L105* | 14.14' | S58°35'36"W |
| *L106* | 14.14' | N31°24'24"W |
| *L107* | 14.14' | N58°35'36"E |
| *L108* | 15.00' | N07°10'49"W |
| *L109* | 14.14' | N58°35'36"E |
| *L110* | 14.14' | S31°24'24"E |
| *L111* | 15.15' | S33°55'21"E |
| *L112* | 15.67' | S51°30'08"W |
| *L113* | 51.08' | S71°23'46"E |
| *L114* | 39.58' | N71°23'46"W |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| *L115* | 39.58' | S71°23'46"E |
| *L116* | 50.25' | S88°29'30"W |
| *L117* | 18.86' | N77°15'47"W |
| *L118* | 32.41' | N68°06'10"W |
| *L119* | 50.00' | N58°09'52"W |
| *L120* | 32.32' | N47°09'14"W |
| *L121* | 27.69' | N47°09'14"W |
| *L122* | 29.27' | S63°15'43"E |
| *L123* | 60.00' | S76°24'24"E |
| *L124* | 72.65' | S82°07'13"E |
| L125 | 21.75' | S76°24'24"E |
| L126 | 50.00' | S76°24'24"E |
| L127 | 25.00' | N82°49'11"E |
| L128 | 73.01' | N02°04'04"W |
| L129 | 21.83' | S71°45'10"E |
| *L130* | 40.02' | N84°36'46"E |
| *L131* | 40.12' | N87°16'57"E |
| *L132* | 40.31' | N89°57'44"E |
| *L133* | 47.68' | S87°05'14"E |
| *L134* | 49.78' | S83°51'32"E |
| *L135* | 49.14' | S80°33'47"E |
| *L136* | 48.68' | S77°19'25"E |
| *L137* | 48.43' | S74°04'09"E |
| *L138* | 10.55' | S72°06'15"E |
| *L139* | 31.91' | S71°45'10"E |
| *L140* | 45.77' | S71°45'10"E |
| *L141* | 14.14' | N37°50'00"E |
| *L142* | 14.15' | N52°10'00"W |
| *L174* | 16.65' | N50°00'29"E |
| *L175* | 40.00' | N63°59'26"E |
| *L176* | 54.40' | S77°58'24"W |
| *L177* | 40.00' | S88°43'16"E |
| *L178* | 25.76' | S76°17'59"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| **C1** | 222.89' | 50.00' | 255°24'42" | S 28°42'22" E | 79.12' |
| **C2** | 14.66' | 10.50' | 080°00'20" | N 63°35'26" E | 13.50' |
| **C3** | 37.36' | 475.00' | 004°30'22" | S 85°27'01" W | 37.35' |
| **C4** | 21.48' | 275.00' | 004°28'32" | N 4°18'20" W | 21.48' |
| **C5** | 138.03' | 760.00' | 010°24'23" | S 82°43'45" W | 137.84' |
| **C6** | 16.04' | 50.00' | 018°22'46" | S 68°20'10" W | 15.97' |
| **C7** | 60.94' | 50.00' | 069°49'41" | N 85°56'22" W | 57.23' |
| C8 | 78.52' | 50.00' | 089°58'22" | S 52°10'00" E | 70.69' |
| C9 | 15.88' | 50.00' | 018°11'42" | N 1°55'02" E | 15.81' |
| C10 | 15.88' | 50.00' | 018°11'42" | S 73°44'58" W | 15.81' |
| C11 | 56.35' | 50.00' | 064°34'21" | S 39°28'00" E | 53.41' |
| C12 | 15.88' | 50.00' | 018°11'42" | S 80°51'01" E | 15.81' |
| C13 | 15.88' | 50.00' | 018°11'42" | S 1°55'02" W | 15.81' |
| C14 | 83.07' | 50.00' | 095°11'15" | S 54°46'27" E | 73.84' |
| C15 | 16.13' | 50.00' | 018°29'17" | N 2°03'49" E | 16.06' |
| C16 | 60.09' | 300.00' | 011°28'38" | N 7°48'23" W | 59.99' |
| C17 | 26.77' | 300.00' | 005°06'45" | N 85°22'33" E | 26.76' |
| C18 | 18.61' | 300.00' | 003°33'13" | N 81°02'34" E | 18.60' |
| C19 | 127.38' | 300.00' | 024°19'39" | S 88°34'13" E | 126.42' |
| C20 | 177.99' | 500.00' | 020°23'46" | S 86°36'17" E | 177.05' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| C21 | 78.54' | 50.00' | 090°00'00" | N 58°35'36" E | 70.71' |
| C22 | 60.41' | 50.00' | 069°13'34" | N 41°47'36" W | 56.80' |
| C23 | 15.88' | 50.00' | 018°11'42" | N 85°30'14" W | 15.81' |
| C24 | 78.54' | 50.00' | 090°00'00" | S 52°10'49" E | 70.71' |
| C25 | 90.00' | 200.00' | 025°47'03" | S 84°17'18" E | 89.25' |
| C26 | 157.51' | 350.00' | 025°47'03" | S 84°17'18" E | 156.18' |
| C27 | 128.61' | 250.00' | 029°28'28" | S 22°26'41" W | 127.19' |
| C28 | 133.85' | 1,500.00' | 005°06'45" | S 4°37'27" E | 133.80' |
| C29 | 33.32' | 300.00' | 006°21'52" | N 10°21'46" W | 33.31' |
| C32 | 115.33' | 50.00' | 132°09'40" | S 54°46'23" E | 91.41' |
| C38 | 155.33' | 350.00' | 025°25'39" | S 84°28'00" E | 154.06' |
| C39 | 4.51' | 50.00' | 005°09'56" | N 87°21'54" W | 4.51' |
| C40 | 10.88' | 50.00' | 012°27'43" | N 4°47'01" E | 10.85' |
| C41 | 22.32' | 50.00' | 025°34'34" | S 81°48'48" E | 22.13' |
| C42 | 3.36' | 50.00' | 003°51'17" | N 9°05'14" E | 3.36' |
| C43 | 12.51' | 50.00' | 014°20'25" | N 0°00'37" W | 12.48' |
| C44 | 15.88' | 50.00' | 018°11'42" | S 1°55'02" W | 15.81' |
| C45 | 8.01' | 50.00' | 009°11'00" | S 2°35'19" E | 8.01' |
| C46 | 7.59' | 50.00' | 008°42'11" | N 6°39'47" E | 7.59' |
| C47 | 7.73' | 50.00' | 008°51'34" | N 78°23'24" E | 7.72' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| C48 | 8.15' | 50.00' | 009°20'07" | N 69°17'33" E | 8.14' |
| C49 | 92.17' | 50.00' | 105°36'57" | S 41°47'36" E | 79.66' |
| C50 | 14.66' | 10.50' | 080°00'20" | S 32°49'21" W | 13.50' |
| C51 | 39.56' | 200.00' | 011°20'02" | N 1°30'48" W | 39.50' |
| C57 | 45.72' | 75.00' | 034°55'52" | S 31°03'32" W | 45.02' |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block J Lot 32 | 7,320 | 0.168 |
| Block J Lot 33 | 4,912 | 0.113 |
| Block J Lot 34 | 4,911 | 0.113 |
| Block J Lot 35 | 8,989 | 0.206 |
| Block J Lot 36 | 5,989 | 0.137 |
| Block J Lot 37 | 4,796 | 0.110 |
| Block J Lot 38 | 4,800 | 0.110 |
| Block J Lot 39 | 4,800 | 0.110 |
| Block J Lot 40 | 4,800 | 0.110 |
| Block J Lot 41 | 4,800 | 0.110 |
| Block J Lot 42 | 4,800 | 0.110 |
| Block J Lot 43 | 4,800 | 0.110 |
| Block J Lot 44 | 4,800 | 0.110 |
| Block J Lot 45 | 4,756 | 0.109 |
| Block J Lot 46 | 6,661 | 0.153 |
| Block J Lot 47 | 10,883 | 0.250 |
| Block J Lot 48 | 7,721 | 0.177 |
| Block J Lot 49 | 4,939 | 0.113 |
| Block J Lot 50 | 4,800 | 0.110 |
| Block J Lot 51 | 4,800 | 0.110 |
| Block J Lot 52 | 5,972 | 0.137 |
| Block L Lot 13 | 6,095 | 0.140 |
| Block L Lot 14 | 4,915 | 0.113 |
| Block L Lot 15 | 4,915 | 0.113 |
| Block L Lot 16 | 4,916 | 0.113 |
| Block L Lot 17 | 4,916 | 0.113 |
| Block L Lot 18 | 4,917 | 0.113 |
| Block L Lot 19 | 4,918 | 0.113 |
| Block L Lot 20 | 4,918 | 0.113 |
| Block L Lot 21 | 5,507 | 0.126 |
| Block L Lot 22 | 10,517 | 0.241 |
| Block M Lot 1 | 7,391 | 0.170 |
| Block M Lot 2 | 6,019 | 0.138 |
| Block M Lot 3 | 6,020 | 0.138 |
| Block M Lot 4 | 6,021 | 0.138 |
| Block M Lot 5 | 6,022 | 0.138 |
| Block M Lot 6 | 5,997 | 0.138 |
| Block M Lot 7 | 5,911 | 0.136 |
| Block M Lot 8 | 5,749 | 0.132 |
| Block M Lot 9 | 5,877 | 0.135 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block M Lot 10 | 5,691 | 0.131 |
| Block M Lot 11 | 5,429 | 0.125 |
| Block M Lot 12 | 5,248 | 0.120 |
| Block M Lot 12X | 8,797 | 0.202 |
| Block M Lot 13 | 5,144 | 0.118 |
| Block M Lot 14 | 4,858 | 0.112 |
| Block M Lot 15 | 10,273 | 0.236 |
| Block M Lot 16 | 7,203 | 0.165 |
| Block M Lot 17 | 5,758 | 0.132 |
| Block M Lot 18 | 5,069 | 0.116 |
| Block M Lot 19 | 5,069 | 0.116 |
| Block M Lot 20 | 5,069 | 0.116 |
| Block M Lot 21 | 5,069 | 0.116 |
| Block M Lot 22 | 5,069 | 0.116 |
| Block M Lot 23 | 5,069 | 0.116 |
| Block M Lot 24 | 5,069 | 0.116 |
| Block M Lot 25 | 5,069 | 0.116 |
| Block M Lot 26 | 5,069 | 0.116 |
| Block M Lot 27 | 5,069 | 0.116 |
| Block M Lot 28 | 5,069 | 0.116 |
| Block M Lot 29 | 7,256 | 0.167 |
| Block M Lot 30 | 4,833 | 0.111 |
| Block M Lot 31 | 5,038 | 0.116 |
| Block M Lot 32 | 5,064 | 0.116 |
| Block M Lot 33 | 7,827 | 0.180 |
| Block M Lot 34 | 6,000 | 0.138 |
| Block M Lot 35 | 5,400 | 0.124 |
| Block M Lot 36 | 5,400 | 0.124 |
| Block M Lot 37 | 5,400 | 0.124 |
| Block M Lot 38 | 4,800 | 0.110 |
| Block M Lot 39 | 4,800 | 0.110 |
| Block M Lot 40 | 4,800 | 0.110 |
| Block M Lot 41 | 4,800 | 0.110 |
| Block M Lot 42 | 4,800 | 0.110 |
| Block M Lot 43 | 4,800 | 0.110 |
| Block M Lot 44 | 4,800 | 0.110 |
| Block M Lot 45 | 4,800 | 0.110 |
| Block M Lot 46 | 4,800 | 0.110 |
| Block M Lot 47 | 6,000 | 0.138 |
| Block N Lot 1 | 5,602 | 0.129 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block N Lot 2 | 4,800 | 0.110 |
| Block N Lot 3 | 4,800 | 0.110 |
| Block N Lot 4 | 4,800 | 0.110 |
| Block N Lot 5 | 4,800 | 0.110 |
| Block N Lot 6 | 4,800 | 0.110 |
| Block N Lot 7 | 4,800 | 0.110 |
| Block N Lot 8 | 4,800 | 0.110 |
| Block N Lot 9 | 4,800 | 0.110 |
| Block N Lot 9X | 2,429 | 0.056 |
| Block N Lot 10 | 4,800 | 0.110 |
| Block N Lot 11 | 4,800 | 0.110 |
| Block N Lot 12 | 4,800 | 0.110 |
| Block N Lot 13 | 4,800 | 0.110 |
| Block N Lot 14 | 4,800 | 0.110 |
| Block N Lot 15 | 5,429 | 0.125 |
| Block N Lot 16 | 7,314 | 0.168 |
| Block N Lot 17 | 4,800 | 0.110 |
| Block N Lot 18 | 4,800 | 0.110 |
| Block N Lot 19 | 4,800 | 0.110 |
| Block N Lot 20 | 8,213 | 0.189 |
| Block N Lot 21 | 7,697 | 0.177 |
| Block N Lot 22 | 6,050 | 0.139 |
| Block N Lot 23 | 6,655 | 0.153 |
| Block N Lot 24 | 6,050 | 0.139 |
| Block N Lot 25 | 6,050 | 0.139 |
| Block N Lot 26 | 6,050 | 0.139 |
| Block N Lot 27 | 6,050 | 0.139 |
| Block N Lot 28 | 6,050 | 0.139 |
| Block N Lot 29 | 6,050 | 0.139 |
| Block N Lot 30 | 6,050 | 0.139 |
| Block N Lot 31 | 8,534 | 0.196 |
| Block O Lot 1 | 7,173 | 0.165 |
| Block O Lot 2 | 6,600 | 0.152 |
| Block O Lot 3 | 6,600 | 0.152 |
| Block O Lot 4 | 6,000 | 0.138 |
| Block O Lot 5 | 6,000 | 0.138 |
| Block O Lot 6 | 6,000 | 0.138 |
| Block O Lot 7 | 6,000 | 0.138 |
| Block O Lot 8 | 6,000 | 0.138 |
| Block O Lot 9 | 6,000 | 0.138 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block O Lot 10 | 6,000 | 0.138 |
| Block O Lot 11 | 7,194 | 0.165 |
| Block O Lot 12 | 8,133 | 0.187 |
| Block O Lot 13 | 6,000 | 0.138 |
| Block O Lot 14 | 6,000 | 0.138 |
| Block O Lot 15 | 7,779 | 0.179 |
| Block O Lot 16 | 7,200 | 0.165 |
| Block O Lot 17 | 6,000 | 0.138 |
| Block O Lot 18 | 6,000 | 0.138 |
| Block O Lot 19 | 6,000 | 0.138 |
| Block O Lot 20 | 6,000 | 0.138 |
| Block O Lot 21 | 6,000 | 0.138 |
| Block O Lot 22 | 6,000 | 0.138 |
| Block O Lot 23 | 6,000 | 0.138 |
| Block O Lot 24 | 6,600 | 0.152 |
| Block O Lot 25 | 6,600 | 0.152 |
| Block O Lot 26 | 7,122 | 0.163 |
| Block P Lot 1 | 6,306 | 0.145 |
| Block P Lot 2 | 6,374 | 0.146 |
| Block P Lot 3 | 6,250 | 0.143 |
| Block P Lot 4 | 6,250 | 0.143 |
| Block P Lot 5 | 6,248 | 0.143 |
| Block P Lot 6 | 7,601 | 0.174 |
| Block P Lot 7 | 8,974 | 0.206 |
| Block P Lot 8 | 8,435 | 0.194 |
| Block P Lot 9 | 5,998 | 0.138 |
| Block P Lot 10 | 6,000 | 0.138 |
| Block P Lot 11 | 6,000 | 0.138 |
| Block P Lot 12 | 6,000 | 0.138 |
| Block P Lot 13 | 6,000 | 0.138 |
| Block P Lot 13X | 1,763 | 0.040 |
| Block P Lot 14 | 6,000 | 0.138 |
| Block P Lot 14X | 1,800 | 0.041 |
| Block P Lot 15 | 6,000 | 0.138 |
| Block P Lot 16 | 6,000 | 0.138 |
| Block P Lot 17 | 6,000 | 0.138 |
| Block P Lot 18 | 6,000 | 0.138 |
| Block P Lot 19 | 7,091 | 0.163 |
| Block P Lot 20 | 8,685 | 0.199 |
| Block P Lot 21 | 6,000 | 0.138 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block P Lot 22 | 6,000 | 0.138 |
| Block P Lot 23 | 6,450 | 0.148 |
| Block P Lot 24 | 6,706 | 0.154 |
| Block P Lot 25 | 8,143 | 0.187 |
| Block P Lot 26 | 7,270 | 0.167 |
| Block P Lot 27 | 6,433 | 0.148 |
| Block P Lot 28 | 8,017 | 0.184 |
| Block P Lot 29 | 14,536 | 0.334 |
| Block P Lot 30 | 7,634 | 0.175 |
| Block P Lot 31 | 5,994 | 0.138 |
| Block P Lot 32 | 6,000 | 0.138 |
| Block P Lot 33 | 6,000 | 0.138 |
| Block P Lot 34 | 6,000 | 0.138 |
| Block P Lot 35 | 6,000 | 0.138 |
| Block P Lot 36 | 6,000 | 0.138 |
| Block P Lot 37 | 6,000 | 0.138 |
| Block P Lot 38 | 7,491 | 0.172 |
| Block Q Lot 6 | 5,950 | 0.137 |
| Block Q Lot 7 | 4,800 | 0.110 |
| Block Q Lot 8 | 4,800 | 0.110 |
| Block Q Lot 9 | 4,800 | 0.110 |
| Block Q Lot 10 | 4,800 | 0.110 |
| Block Q Lot 10X | 147,506 | 3.386 |
| BLock Q Lot 11X | 96,922 | 2.225 |
| BLOCK Q LOT 11 | 7,898 | 0.181 |
| BLOCK Q LOT 12 | 7,320 | 0.168 |
| BLOCK Q LOT 13 | 6,000 | 0.138 |
| BLOCK Q LOT 14 | 6,000 | 0.138 |
| BLOCK Q LOT 15 | 6,000 | 0.138 |
| BLOCK Q LOT 16 | 6,000 | 0.138 |
| BLOCK Q LOT 17 | 6,000 | 0.138 |
| BLOCK Q LOT 18 | 6,000 | 0.138 |
| Block U Lot 1 | 7,066 | 0.162 |
| Block U Lot 2 | 6,600 | 0.152 |
| Block U Lot 3 | 6,600 | 0.152 |
| Block U Lot 4 | 6,600 | 0.152 |
| Block U Lot 5 | 6,600 | 0.152 |
| Block U Lot 6 | 6,000 | 0.138 |
| Block U Lot 7 | 6,000 | 0.138 |
| Block U Lot 8 | 6,000 | 0.138 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| Block U Lot 9 | 6,000 | 0.138 |
| Block U Lot 10 | 7,150 | 0.164 |
| Block U Lot 11 | 5,950 | 0.137 |
| Block U Lot 12 | 4,800 | 0.110 |
| Block U Lot 13 | 4,800 | 0.110 |
| Block U Lot 14 | 4,800 | 0.110 |
| Block U Lot 15 | 4,800 | 0.110 |
| Block U Lot 16 | 4,800 | 0.110 |
| Block U Lot 17 | 4,800 | 0.110 |
| Block U Lot 18 | 4,800 | 0.110 |
| Block U Lot 19 | 4,800 | 0.110 |
| Block U Lot 20 | 4,800 | 0.110 |
| Block U Lot 21 | 4,800 | 0.110 |
| Block U Lot 22 | 4,800 | 0.110 |
| Block U Lot 23 | 5,950 | 0.137 |
| Block X Lot 1 | 7,232 | 0.166 |
| Block X Lot 2 | 6,000 | 0.138 |
| Block X Lot 3 | 6,000 | 0.138 |
| Block X Lot 4 | 6,000 | 0.138 |
| Block X Lot 5 | 6,000 | 0.138 |
| Block X Lot 6 | 6,000 | 0.138 |
| Block X Lot 7 | 6,000 | 0.138 |
| Block X Lot 8 | 6,919 | 0.159 |
| Block X Lot 8X | 37,531 | 0.862 |
| Block X Lot 9 | 7,022 | 0.161 |
| Block X Lot 10 | 6,000 | 0.138 |
| Block X Lot 11 | 6,000 | 0.138 |
| Block X Lot 12 | 6,000 | 0.138 |
| Block X Lot 13 | 6,000 | 0.138 |
| Block X Lot 14 | 6,000 | 0.138 |
| Block X Lot 15 | 6,000 | 0.138 |
| Block X Lot 16 | 6,000 | 0.138 |
| RWAY | 523,471 | 12.017 |

**EXHIBIT A**


OWNER
RLS CENTURY, LLC
14648 N. KIERLAND BLDV. SUITE 290
SCOTTSDALE, ARIZONA 85254

ENGINEER / SURVEYOR
**Westwood**
Phone (214) 473-4640 2901 DALLAS PKWY, STE 400
Toll Free (888) 937-5150 PLANO, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPELS ENGINEERING FIRM REGISTRATION NO. 11756
TBPLS SURVEYING FIRM REGISTRATION NO. 10016101


# PP 25-0001
## A Preliminary Plat of Century Farms Phase 3

LOTS 32-52, BLOCK J; LOTS 13-22, BLOCK L;
LOTS 1-47, LOT 12X, BLOCK M; LOTS 1-31, LOT 8X, BLOCK N;
LOTS 1-26, BLOCK O; LOTS 1-38, 13X-14X, BLOCK P;
LOTS 6-18, 10X-11X, BLOCK Q; LOTS 1-23, BLOCK U;
AND LOTS 1-16, 8X, BLOCK X;
225 RESIDENTIAL LOTS
7 OPEN SPACE/COMMON AREAS 7.655 ACRES
AND RIGHT OF WAY DEDICATION 12.02 ACRES
TOTALING 49.701 ACRES
SITUATED IN THE
PLEASANT WILSON SURVEY, ABSTRACT NO. 1020
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS
49.701 Acres Jan. 21, 2025 Century Farms Phase 3



CENTURY 3

G:\JOBS\STR22001_CHAMBERS GROVE\2_SRVY\STR22001_PAS PH3R PRELIM PLAT.DWG

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**LAND DESCRIPTION**

**BEING** a 49.701 acre tract of land located in the Pleasant Wilson Survey, Abstract No. 1020, Collin County, Texas, and being a part of a called 266.500 acre tract described in the deed to RLS (CENTURY) LLC recorded in Instrument No. 20240001428995, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.); said 49.701 acre tract and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found in Stone Branch, and being in the southerly line of a 1.86 acre tract of land conveyed to Betty Willis, by deed of record in Instrument No. 20220209000227060, of said Official Public Records, and being at a northwest corner of said 49.701 acre tract; at the southeast corner of an 11.000 acre tract of land conveyed to Raj Kakarlapudi, by deed of record in Instrument No. 20201113002020640, of said Official Public Records, being in the asphalt pavement of Chambersville Road, an undefined width right-of-way, being in the west line of ;

**THENCE** along the said Stone Branch and along the common boundary line between said 1.86 acre tract, a 46.325 acre tract of land conveyed to Theodore R. Willis and wife, Betty Willis, by deed of record in Volume 915, Page 141, of said Official Public Records, a 197.683 acre tract of land conveyed to Anna 205, LLC, by deed of record in Instrument No. 20240000337, of said Official Public Records, a 4.92 acre tract of land conveyed to Alan D. Robbins and Cathy L. Robbins, by deed of record in Instrument No. 20130905001255260, of said Official Public Records, the 67.70 acre tract of land conveyed to Warren W. Robbins and wife, Marye E. Robbins, by deed of record in Document No. 92-0078368, of said Official Public Records, and the said 49.701 acre tract, the following courses and distances:

North 88 degrees 03 minutes 26 seconds East, a distance of 69.39 feet;
South 45 degrees 52 minutes 16 seconds East, a distance of 66.15 feet;
South 74 degrees 40 minutes 57 seconds East, a distance of 70.05 feet;
North 70 degrees 03 minutes 19 seconds East, a distance of 96.78 feet;
North 72 degrees 10 minutes 32 seconds East, a distance of 29.82 feet;
North 76 degrees 07 minutes 43 seconds East, a distance of 86.17 feet;
South 77 degrees 59 minutes 01 second East, a distance of 40.72 feet;
North 74 degrees 12 minutes 41 seconds East, a distance of 15.02 feet;
North 10 degrees 19 minutes 56 seconds West, a distance of 46.34 feet;
North 64 degrees 16 minutes 32 seconds East, a distance of 24.14 feet;
South 88 degrees 49 minutes 58 seconds East, a distance of 20.03 feet;
South 48 degrees 42 minutes 08 seconds East, a distance of 81.79 feet;
North 59 degrees 25 minutes 20 seconds East, a distance of 62.34 feet;
South 81 degrees 21 minutes 02 seconds East, a distance of 53.31 feet;
North 61 degrees 32 minutes 53 seconds East, a distance of 103.03 feet;
South 56 degrees 04 minutes 55 seconds East, a distance of 19.80 feet;
South 00 degrees 02 minutes 11 seconds East, a distance of 52.09 feet;
South 79 degrees 27 minutes 16 seconds East, a distance of 71.29 feet;
South 49 degrees 15 minutes 12 seconds East, a distance of 42.92 feet;
North 74 degrees 13 minutes 24 seconds East, a distance of 34.23 feet;
South 65 degrees 49 minutes 12 seconds East, a distance of 81.04 feet;
South 84 degrees 29 minutes 02 seconds East, a distance of 47.44 feet;
South 55 degrees 15 minutes 49 seconds East, a distance of 32.14 feet;
South 84 degrees 19 minutes 18 seconds East, a distance of 26.62 feet;
North 43 degrees 55 minutes 59 seconds East, a distance of 50.81 feet;
North 80 degrees 47 minutes 39 seconds East, a distance of 56.85 feet;
South 56 degrees 53 minutes 09 seconds East, a distance of 47.16 feet;
North 42 degrees 16 minutes 52 seconds East, a distance of 56.69 feet;
North 72 degrees 12 minutes 32 seconds East, a distance of 91.00 feet;
North 32 degrees 55 minutes 07 seconds East, a distance of 99.44 feet;
North 87 degrees 32 minutes 49 seconds East, a distance of 14.56 feet;
South 56 degrees 04 minutes 26 seconds East, a distance of 91.52 feet;
North 85 degrees 52 minutes 59 seconds East, a distance of 19.43 feet;
North 52 degrees 46 minutes 51 seconds East, a distance of 92.30 feet;
South 87 degrees 59 minutes 37 seconds East, a distance of 24.13 feet;
South 69 degrees 56 minutes 35 seconds East, a distance of 38.38 feet;
South 50 degrees 30 minutes 40 seconds East, a distance of 35.02 feet;
North 86 degrees 50 minutes 35 seconds East, a distance of 32.74 feet;
North 00 degrees 13 minutes 34 seconds West, a distance of 44.32 feet;
North 83 degrees 14 minutes 57 seconds East, a distance of 29.82 feet;
South 34 degrees 49 minutes 50 seconds East, a distance of 75.21 feet;
South 77 degrees 33 minutes 56 seconds East, a distance of 37.11 feet;
North 63 degrees 31 minutes 33 seconds East, a distance of 56.72 feet;
North 85 degrees 19 minutes 58 seconds East, a distance of 31.76 feet;
South 33 degrees 58 minutes 34 seconds East, a distance of 77.03 feet;
North 87 degrees 27 minutes 05 seconds East, a distance of 110.06 feet;
South 59 degrees 35 minutes 15 seconds East, a distance of 28.41 feet;
North 83 degrees 35 minutes 16 seconds East, a distance of 87.28 feet;
South 68 degrees 30 minutes 35 seconds East, a distance of 168.78 feet;
North 66 degrees 37 minutes 59 seconds East, a distance of 38.01 feet;
North 17 degrees 28 minutes 12 seconds West, a distance of 38.03 feet;
North 32 degrees 47 minutes 17 seconds East, a distance of 40.42 feet;
South 78 degrees 06 minutes 53 seconds East, a distance of 41.94 feet;
North 58 degrees 02 minutes 06 seconds East, a distance of 34.64 feet;

**THENCE** departing the said common line between the 1.86 acre tract, the 1.71 acre tract, the 197.683 acre tract, the 4.92 acre tract, the 67.70 acre tract and the 49.701 acre tract, along the said easterly, southerly and westerly lines of said 49.701 acre tract, the following course and distances:

South 09 degrees 42 minutes 41 seconds West, a distance of 35.14 feet 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 120.16 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 255 degrees 24 minutes 42 seconds, a radius of 50.00 feet, and an arc length of 222.89 feet (chord bears South 28 degrees 42 minutes 22 seconds East, 79.12 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent reverse curve to the right;

Along said reverse curve to the right having a central angle of 80 degrees 00 minutes 20 seconds, a radius of 10.50 feet, and an arc length of 14.66 feet (chord bears North 63 degrees 35 minutes 26 seconds East, 13.50 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

South 76 degrees 24 minutes 24 seconds East, a distance of 0.42 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 120.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 76 degrees 24 minutes 24 seconds East, a distance of 260.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 110.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 31 degrees 24 minutes 24 seconds East, a distance of 14.14 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 76 degrees 24 minutes 24 seconds East, a distance of 15.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 50.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 76 degrees 24 minutes 24 seconds West, a distance of 15.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 58 degrees 35 minutes 36 seconds West, a distance of 14.14 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 220.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 31 degrees 24 minutes 24 seconds East, a distance of 14.14 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 76 degrees 24 minutes 45 seconds East, a distance of 15.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 50.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 76 degrees 24 minutes 24 seconds West, a distance of 15.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 58 degrees 35 minutes 36 seconds West, a distance of 14.14 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 230.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 31 degrees 24 minutes 24 seconds East, a distance of 14.14 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 76 degrees 24 minutes 24 seconds East, a distance of 1.03 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 13 degrees 35 minutes 36 seconds West, a distance of 170.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 76 degrees 24 minutes 24 seconds West, a distance of 350.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 81 degrees 34 minutes 05 seconds West, a distance of 49.57 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 88 degrees 21 minutes 36 seconds West, a distance of 48.60 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 02 degrees 17 minutes 48 seconds West, a distance of 121.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 04 degrees 30 minutes 22 seconds, a radius of 475.00 feet, and an arc length of 37.36 feet (chord bears South 85 degrees 27 minutes 01 seconds West, 37.35 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

South 83 degrees 11 minutes 50 seconds West, a distance of 20.31 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 06 degrees 48 minutes 10 seconds East, a distance of 120.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 83 degrees 11 minutes 50 seconds West, a distance of 359.87 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 07 degrees 10 minutes 49 seconds West, a distance of 110.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 07 degrees 01 minutes 17 seconds West, a distance of 60.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set; at the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 04 degrees 28 minutes 32 seconds, a radius of 275.00 feet, and an arc length of 21.48 feet (chord bears North 04 degrees 18 minutes 20 seconds West, 21.48 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

North 02 degrees 04 minutes 04 seconds West, a distance of 5.43 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 87 degrees 55 minutes 56 seconds West, a distance of 50.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 02 degrees 04 minutes 04 seconds West, a distance of 22.95 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 46 degrees 53 minutes 24 seconds West, a distance of 9.94 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 87 degrees 55 minutes 56 seconds West, a distance of 368.59 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent curve to the left;

Along said tangent curve to the left having a central angle of 10 degrees 24 minutes 23 seconds, a radius of 760.00 feet, and an arc length of 138.03 feet (chord bears South 82 degrees 43 minutes 45 seconds West, 137.84 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set; at the beginning of a compound curve to the left;

Along said compound curve to the left having a central angle of 18 degrees 22 minutes 46 seconds, a radius of 50.00 feet, and an arc length of 16.04 feet (chord bears South 68 degrees 20 minutes 10 seconds West, 15.97 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent reverse curve to the right;

Along said reverse curve to the right having a central angle of 69 degrees 49 minutes 41 seconds, a radius of 50.00 feet, and an arc length of 60.94 feet (chord bears North 85 degrees 56 minutes 22 seconds West, 57.23 feet) to a ; thence along a line non-tangent to said curve, South 39 degrees 31 minutes 03 seconds West, a distance of 142.39 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

North 28 degrees 56 minutes 28 seconds West, a distance of 49.73 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 20 degrees 49 minutes 23 seconds West, a distance of 41.17 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 07 degrees 09 minutes 36 seconds West, a distance of 587.90 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 82 degrees 50 minutes 49 seconds West, a distance of 583.22 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 07 degrees 10 minutes 51 seconds West, a distance of 330.29 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

South 82 degrees 48 minutes 10 seconds West, a distance of 100.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set;

North 07 degrees 10 minutes 49 seconds West, a distance of 180.41 feet to the **POINT-OF-BEGINNING**, containing **2,164,976 square feet or 49.701 acres of land.**

*KNOW ALL MEN BY THESE PRESENTS:*

*THAT I, JASON B. ARMSTRONG, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA, TEXAS..*

*"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" TAC 22 138.33e*
*Jason B. Armstrong, REPELS 5557*
*Date:01/03/2025*

*_____*
*JASON B. ARMSTRONG*
*REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5557*

*STATE OF TEXAS*
*COUNTY OF COLLIN*

*BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JASON B. ARMSTRONG, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.*

*GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, 2025.*

*_____*
*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS*

*_____*
*PRINTED NAME*

*MY COMMISSION EXPIRES: _____*

*OWNER'S DEDICATION*

*NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:*

*THAT RLS (CENTURY) LLC, ACTING HEREIN BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS* ***CENTURY FARMS PHASE 3****, AN ADDITION TO COLLIN COUNTY, TEXAS, AND DO HEREBY DEDICATE, IN FEE SIMPLE, THE STREETS, ALLEYS AND PUBLIC USE AREAS SHOWN HEREON, AND DO HEREBY DEDICATE THE EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSES AS INDICATED TO THE DISTRICTS EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS OF SAID PLAT. AT THE SOLE AND EXCLUSIVE DISCRETION OF THE DISTRICTS AND SUBJECT TO THEIR WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICTS USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICTS TO USE SAID EASEMENTS SHALL HAVE HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS. ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHTS OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.*

*THE AREA OR AREAS SHOWN ON THE PLAT AS "VA" (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 VA EASEMENT. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VA 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 VA EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VA 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 VA EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VA EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VA 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 VA EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.*

*BY: RLS (CENTURY), LLC, A TEXAS LIMITED LIABILITY COMPANY*

*BY: _____*

*NAME: _____*

*TITLE: _____*

*STATE OF TEXAS*
*COUNTY OF COLLIN*

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

*GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.*

*_____*
*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS*

*_____*
*PRINTED NAME*

*MY COMMISSION EXPIRES: _____*

*COUNTY OF COLLIN*

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

*GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.*

*_____*
*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS*

*_____*
*PRINTED NAME*

*MY COMMISSION EXPIRES: _____*

*NOTES*

1. *THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83.*
2. *ALL PERIMETER PROPERTY CORNERS ARE 1/2 INCH IRON RODS WITH CAP STAMPED "WESTWOOD PS" SET, UNLESS NOTED OTHERWISE, EXCEPT FOR IN STONE BRANCH.*
3. *SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FEM FIRM PANEL MAP NUMBER 48085C0135J EFFECTIVE DATE JUNE 6, 2009. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.*
4. *NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.*
5. *RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.*
6. *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.*

*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*

OWNER
RLS CENTURY, LLC
14648 N. KIERLAND BLDV, SUITE 290
SCOTTSDALE, ARIZONA 85254

ENGINEER / SURVEYOR
**Westwood**

Phone (214) 473-4640 2901 DALLAS PKWY, STE 400
Toll Free (888) 937-5150 PLANO, TX 75093
westwoodps.com

**Westwood Professional Services, Inc.**
TBPELS ENGINEERING FIRM REGISTRATION NO. 11795
TBPELS SURVEYING FIRM REGISTRATION NO. 10014301

# PP 25-0001
## A Preliminary Plat of Century Farms Phase 3

LOTS 32-52, BLOCK J; LOTS 13-22, BLOCK L;
LOTS 1-47, LOT 12X, BLOCK M; LOTS 1-31, LOT 8X, BLOCK N;
LOTS 1-26, BLOCK O; LOTS 1-38, 13X-14X, BLOCK P;
LOTS 6-18, 10X-11X, BLOCK Q; LOTS 1-23, BLOCK U;
AND LOTS 1-16, 8X, BLOCK X;
225 RESIDENTIAL LOTS
7 OPEN SPACE/COMMON AREAS 7.655 ACRES
AND RIGHT OF WAY DEDICATION 12.02 ACRES
TOTALING 49.701 ACRES
SITUATED IN THE
PLEASANT WILSON SURVEY, ABSTRACT NO. 1020
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS
49.701 Acres Jan. 21, 2025 Century Farms Phase 3



**EXHIBIT A**

G:\JOBS\TR22001_CHAMBERS GROVE\2_SRVY\STR22001_PA5 PH3R PRELIM PLAT.DWG

Item No. 10.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Approve a Resolution regarding Wildflower Meadows, Preliminary Plat (PP 24-0016)
Owner: Wildflower Anna, LLC

**SUMMARY:**
252 Single-Family Townhome (SF-TH) lots, and nine Homeowners Association/Common Area lots on 31.5± acres, located on the north side of County Road 284, 1,150± feet west of S. Central Expressway (U.S. Highway 75).
Zoned Planned Development/SF-TH Townhome (SF-TH)/ Single Family Residence-Zero Lot Line (SF-Z)/ Single-Family Residence (SF-60)/SF-72 Single-Family Residence (SF-72)/ Single-Family Residence (SF-84)/ Single-Family Residence District (SF 10.5)/ Multiple-Family Residential - High Density (MF-2)/General Commercial District (C-2).

The applicant is requesting a waiver from the following Subdivision Regulations:

**Sec. 9.02.087(b)** - Minimum frontage on a public street
**Sec. 9.02.081(c)(4)** - Approach Streets and Access

The regulations are as follows:

***Sec. 9.02.087(b)*** *- Minimum Frontage on A Public Street*

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

With this being a single-family attached dwelling community, each with a rear-entry garage from an alley, the applicant is requesting that common area lots be provided between the street right-of-way and the front of the lots. This is commonly known as a Mews lot. Mews lots are a common feature in mixed use and higher density master planned developments. Mews lot examples in Collin County can be found attached to this report.

***Sec. 9.02.081(c)(4)*** *- 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.*

A development between 250 and 300 lots requires six (6) entrances. As proposed, the development has five entrances to connect to the City's thoroughfare system. One of those is a single, median-divided entrance from the City's improved thoroughfare system which provides at least two routes to the interior of the subdivision.

**STAFF RECOMMENDATION:**

Recommended for approval subject to a request for waivers from Subdivision Regulations Sections 9.02.087(b) Minimum frontage on a Public Street and 9.02.081(c)(4) Approach Streets and Access.

**ATTACHMENTS:**

1. Locator Map - Wildflower Meadows, Preliminary Plat (PP 24-0016)
2. Resolution - Wildflower Meadows, Preliminary Plat (PP 24-0016)
3. Exhibit A - Wildflower Meadows, Preliminary Plat (PP 24-0016)
4. Waiver Letter Lot Frontage - Wildflower Meadows, Preliminary Plat (PP 24-0016)
5. Waiver Letter Access Drives - Wildflower Meadows, Preliminary Plat (PP 24-0016)
6. Mews Lot Examples - Wildflower Meadows, Preliminary Plat (PP 24-0016)


Wildflower Meadows
Preliminary Plat (PP 24-0016)
S STANDRIDGE BLVD
COUNTY ROAD 284
TAYLOR BLVD
US HIGHWAY 75
COUNTY ROAD 915
Inset Map
SH 5
SH 121
75
THE CITY OF
Anna
N
Subject Property
City Limits
ETJ
0 250 500 1,000
Feet
January 2025

**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. __2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILDFLOWER MEADOWS, PRELIMINARY PLAT. (PP 24-0016)**

**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**, Wildflower Anna LLC has submitted an application for the approval of Wildflower Meadows, Preliminary Plat; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Plat**

The Planning & Zoning Commission hereby approves Wildflower Meadows, Preliminary Plat attached hereto as Exhibit A subject to a request for a waiver from Sections 9.02.087(b) Minimum Frontage on a Public Street and Section 9.02.081(c)(4) Approach Streets and Access of the Subdivision Regulations, and additions and/or alterations to the engineering plans as required by the City Engineer.

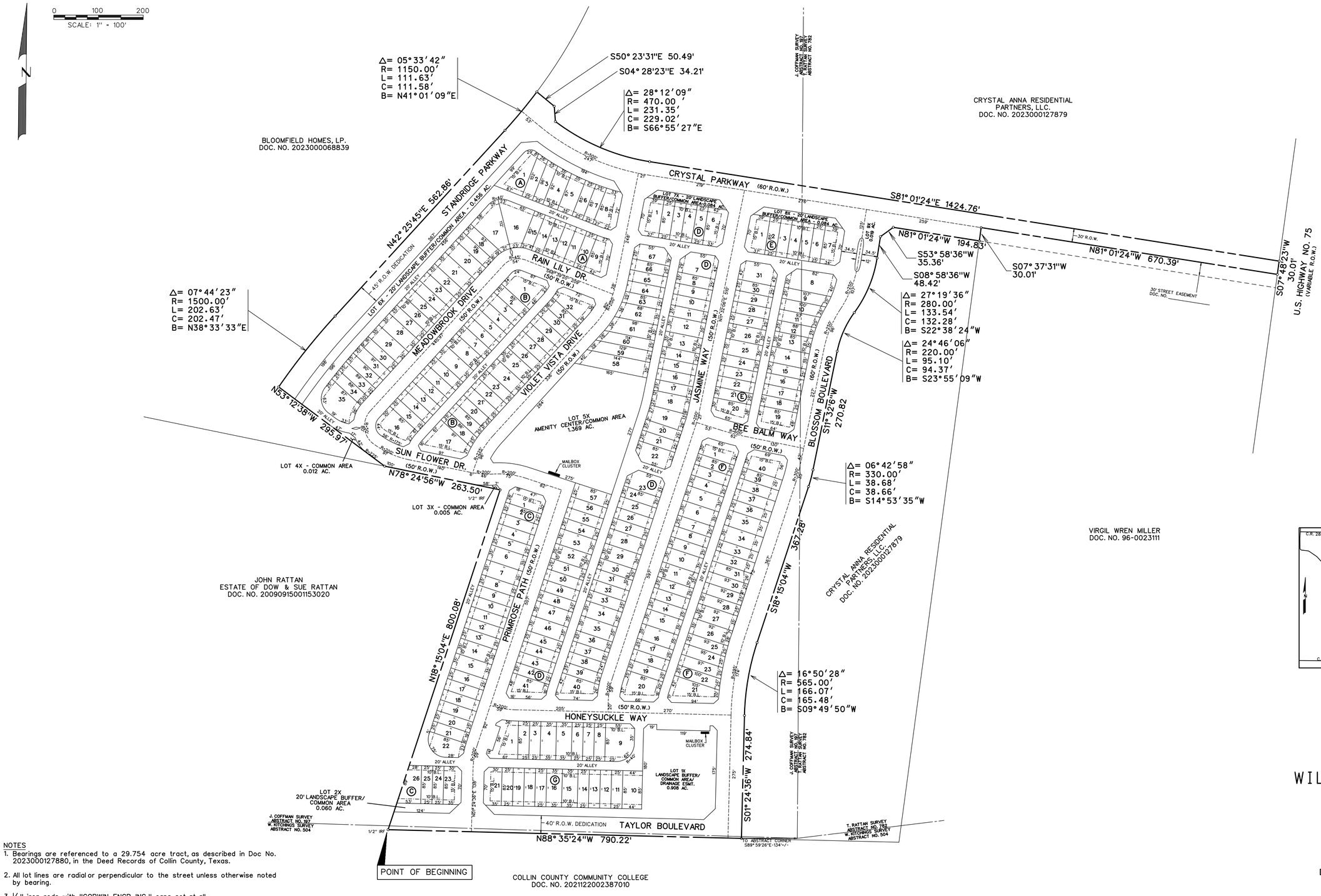
**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February, 2025.

ATTEST:

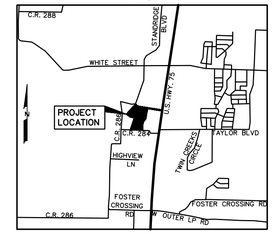
_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden




VICINITY MAP
N.T.S.




NOTES

1. Bearings are referenced to a 29.754 acre tract, as described in Doc No. 2023000127880, in the Deed Records of Collin County, Texas.
2. All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.
3. ½" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
4. LEGEND
   <> - Street Name Change
   B.L. - Building Line
   I.R.F. - Iron Rod Found
5. Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statues and is subject to fines and withholding of utilities and building certificates.
6. All common areas to be dedicated to and maintained by the Home Owners Association, Inc.

CORWIN JOB NO. 24056

**EXHIBIT A**

PRELIMINARY PLAT
OF

# WILDFLOWER MEADOWS

BLOCK A - LOTS 1-35
BLOCK B - LOTS 1-32
BLOCK C - LOTS 1-26
BLOCK D - LOTS 1-67
BLOCK E - LOTS 1-31
BLOCK F - LOTS 1-40
BLOCK G - LOTS 1-21
RESIDENTIAL LOTS - 252
COMMON AREA LOTS - 9
TOTAL LOTS 261
DEVELOPED TO SF-TH STANDARDS
31.513 ACRES
ZONED: PD
OUT OF THE
J. COFFMAN SURVEY, ABSTRACT NO. 197
T. RATTAN SURVEY, ABSTRACT NO. 782
W. KITCHINGS SURVEY, ABSTRACT NO. 504
IN THE
CITY OF ANNA
COLLIN COUNTY, TEXAS
JANUARY 2025 SCALE: 1"=100'

OWNER/DEVELOPER
WILDFLOWER ANNA, LLC.
8668 JOHN HICKMAN PKWY STE 907
FRISCO, TX 75034
248-345-3818
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

# CORWIN ENGINEERING, INC.

200 W. Belmont Dr. • Suite E • Allen, TX 75013
(972) 396-1200 • FAX (972) 396-4987


January 14, 2025

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

**Re: Waiver Request – Wildflower Meadows, Preliminary Plat**

**Commission and Council Members:**

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

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

**A waiver is requested based on the following:**

**Lots 23-25 Block C and Lots, 10-21 Block G.**
These lots face south toward CR 284. These lots face south toward CR 284. These lots are adjacent to a twenty (20') foot common area that separates them from the CR 284 right-of-way. These lots are alley served so there will be no access to CR 284. The purpose of these lots is to add variety to the development with lots opening onto a common area facing toward CR284. This will also give an enhanced streetscape along the County Road which will benefit the entire development.

**Lots 1-8 Block A, Lots 1-6 Block D and Lots 1-7 Block E.**
These lots face north onto a future sixty-foot (60') collector street (Crystal Parkway). These lots are adjacent to a twenty foot (20') common area that separates them from the Crystal Parkway right-of-way. These lots are alley served so there will be no direct access to Crystal Parkway. The purpose of this type of lot is to add variety to the development with lots opening onto a common area facing north toward the collector. This will give an enhanced streetscape along Crystal Parkway running through the central portion of the development benefiting the entire project.

**Lot Frontage Requirement**
The zoning for this property allows SF-TH lots to be developed with a minimum lot width of 25 feet.

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

Sincerely,

Warren L. Corwin, P.E., R.P.L.S.
Corwin Engineering, Inc.

# CORWIN ENGINEERING, INC.

200 W. Belmont Dr. • Suite E • Allen, TX 75013
(972) 396-1200 • FAX (972) 396-4987


January 16,2025

City of Anna City Council
**City of Anna**
120 W. 7th Street
Anna, TX 75409

Re: **Waiver Request – Wildflower Meadows Preliminary Plat**

Council Members:

On behalf of the Developer, Wildflower Anna, LLC, Corwin Engineering, Inc. is requesting the Preliminary Plat be approved with the following waiver:

**Section 9.02.081c (4)** *"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".*

This project would require 5 drives which we feel would be excessive for the 252 lots and would not be practical for the alignment with other adjacent streets proposed by the Crystal Park Development and is hereby requesting a waiver of the above-mentioned requirement and proposing to provide 3 access points to the community with one being an enhanced divided entry. We believe the 3 drives provide adequate access and connectivity to the community.

We appreciate your consideration of this waiver request and approval of Preliminary Plat.

Best Regards,

Corwin Engineering, Inc.


Warren L. Corwin, P.E., R.P.L.S.
972-396-1200
wcorwin@corwinengineering.com

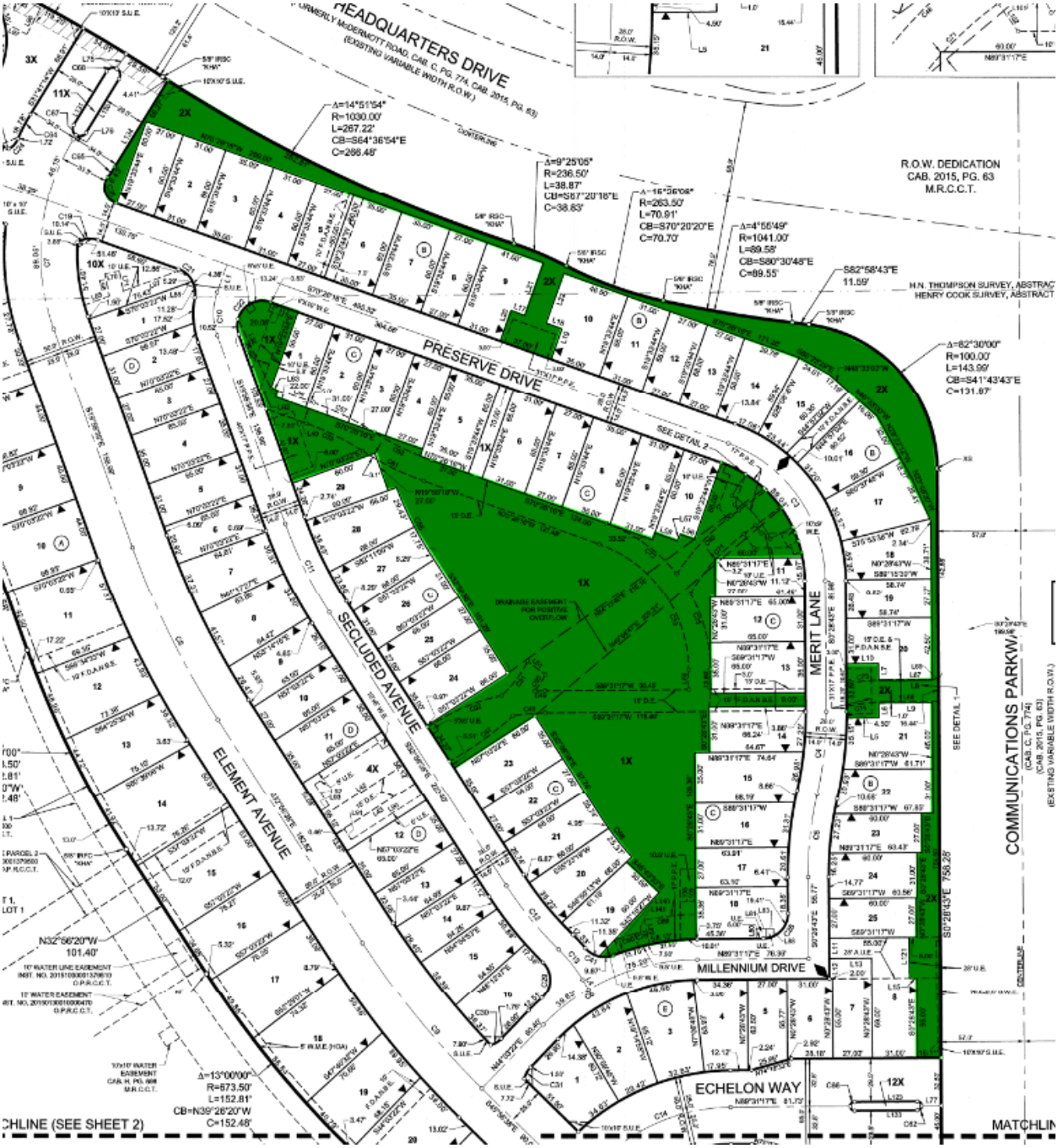
**Mews Lot Examples in Collin County**

San Saba Drive, Craig Ranch, McKinney, TX



Preserve Drive, Icon at Legacy West, Plano, TX




HEADQUARTERS DRIVE
(FORMERLY McDERMOTT ROAD, CAB. C, PG. 774, CAB. 2015, PG. 63)
(EXISTING VARIABLE WIDTH R.O.W.)
Δ=14°51'54"
R=1030.00'
L=267.22'
CB=S64°36'54"E
C=266.48'
Δ=9°25'05"
R=236.50'
L=38.87'
CB=S67°20'18"E
C=38.83'
Δ=16°36'08"
R=263.50'
L=70.91'
CB=S70°20'20"E
C=70.70'
Δ=4°55'49"
R=1041.00'
L=89.58'
CB=S80°30'48"E
C=89.55'
S82°58'43"E
11.59'
R.O.W. DEDICATION
CAB. 2015, PG. 63
M.R.C.C.T.
H.N. THOMPSON SURVEY, ABSTRAC
HENRY COOK SURVEY, ABSTRACT
PRESERVE DRIVE
Δ=82°30'00"
R=100.00'
L=143.99'
CB=S41°43'43"E
C=131.87'
SEE DETAIL 2
MERIT LANE
SECLUDED AVENUE
ELEMENT AVENUE
COMMUNICATIONS PARKWAY
(CAB. C, PG. 774)
(CAB. 2015, PG. 63)
(EXISTING VARIABLE WIDTH R.O.W.)
SEE DETAIL 1
MILLENNIUM DRIVE
ECHELON WAY
DRAINAGE EASEMENT FOR POSITIVE OVERFLOW
N32°56'20"W
101.40'
Δ=13°00'00"
R=573.50'
L=152.81'
CB=N39°26'20"W
C=152.48'
CHLINE (SEE SHEET 2)
MATCHLIN

Marian Drive, Montgomery Ridge, Phase II, Allen, TX



Item No. 11.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on an Ordinance regarding a request to zone 4.9± acres located on the east side of Buddy Hayes Boulevard, 385± feet south of Rosamond Parkway for a 1,050-unit Self-Storage (Mini-Warehouse) facility. (ANX 25-0001 & SUP 25-0002)
Owner: Area Anna, LLC

**SUMMARY:**

## HISTORY

**Resolution No. 2015-01-07** – City Council entered into a Non-Annexation Development Agreement with QJR Partnership LTD on January 13, 2015. Prior to 2019, cities had authority to annex property without the Property Owner's consent.

**Ordinance No. 835-2019** - City Council annexed 223.15± acres for the Meadow Vista development. A remainder parcel of 5.0± acres was excluded from the annexation.

## CASE OVERVIEW

The applicant is requesting to annex and zone the property to Regional Commercial (C-2) District with a Specific Use Permit (SUP) for Self-Storage (Mini-Warehouse). The annexation request does not require Planning & Zoning Commission review and will be reviewed and acted upon by City Council. However, the zoning request requires review and a recommendation from the Planning & Zoning Commission to the City Council.

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

| Direction | Land Use | Zoning | Comprehensive Plan |
|---|---|---|---|
| North | Telecommunications Tower | ETJ | Cluster Residential and Parks & Open Space |
| | Vacant Lot (The Woods at Lindsey Place - commercial) | PD/C-1/C-2/MF-2/SF-60/SF-Z/SF-TH (Ord. No. 881-2020) | |
| East | Vacant Lot (Meadow Vista - single-family) | PD/C-1/SF-60 (Ord. No. 839-2019) | Cluster Residential and Parks & Open Space |
| South | Vacant Lot (Meadow | PD/C-1/SF-60 | Cluster Residential and |

| | | | |
|---|---|---|---|
| | Vista - mixed use) | (Ord. No. 839-2019) | Parks & Open Space |
| West | Vacant Lot (Rosamond Crossing Southeast Corner Addition) | C-2 | Regional Commercial |

## COMPATIBILITY CONSIDERATIONS

Future Land Use Plan (FLUP): The FLUP identifies this property as Cluster Residential and Parks & Open Space. The Cluster Residential Place Type does not include non-residential uses other than institutions as a primary or secondary land use.

Thoroughfare Plan: The Thoroughfare Plan identifies a Major Collector (Buddy Hayes Boulevard) along the western property line. The applicant would be required to dedicate the necessary right-of-way with platting.

Access: As shown in the associated Preliminary Site Plan, the applicant is providing the necessary two points of access from future Buddy Hayes Boulevard.

Existing Utilities: Currently sewer and water lines are not crossing this property. The applicant understands that if their site is developed prior to the surrounding properties, they will be responsible for their sewer and water connections.

Parks and Public Trails: A public trail will be provided on the east side of the intermittent stream, therefore a trail is not required on this site.

Physical Features of the Site

- The property has an intermittent stream along the eastern property boundary with approximately 100 feet in depth of flood plain that would be between the nearest building and the boundary of the Meadow Visit subdivision's HOA lots with a public trail.
- Existing trees along the eastern property boundary have more restrictive tree preservation requirements due to the flood plain. If a quality tree species with a minimum of 6" caliper or a non-quality tree species with a minimum of 24" caliper is located within the floodplain, it is required to be preserved or replaced.

Specific Use Permit

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend, and the City Council may establish, conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the city. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the city. Section 9.04.035(b) of the Zoning Ordinance provides the following use-specific standards required for Self-Storage (Mini-Warehouse):

*(b) Self-Storage (Mini-Warehouse).*

*(1) Access.*

*(A) The Self-Storage (Mini-Warehouse) shall be secured to limit access to tenants (or owners) and fire, police, or emergency service officials.*

*(B) A Self-Storage (Mini-Warehouse) shall provide adequate drive aisles between all buildings for vehicle circulation and fire and emergency access.*

Staff Response: The proposed Self-Storage (Mini-Warehouse) is providing adequate drive aisles with a security gate.

*(2) Storage.*

*(A) A Self-Storage (Mini-Warehouse) unit shall not be used for the storage of explosives, ammunition, hazardous, or flammable materials.*

*(B) Self-Storage (Mini-Warehouse) units shall be used solely for the purpose of storage of goods and possessions and shall not be used for the operation of a business, hobby, band rehearsal, or any type of activity not related to the storage of personal property of the owner or tenant of the unit.*

*(C) No outdoor storage is permitted in the C-2 zoning district.*

*(D) Outdoor storage may be allowed within I-1 zoning district in approved on-site areas for vehicles and recreational equipment if they are covered by an awning or canopy structure.*

Staff Response: The applicant is Public Storage®, an international company and the largest brand of self-storage, which has specific rules for their tenants and will not have outdoor storage.

*(3) Accessory Office.*

*(A) The Self-Storage (Mini-Warehouse) may include an accessory on-site office.*

*(B) An office shall not exceed three thousand (3,000) square feet.*

Staff Response: The building plans will ensure that an on-site office does not exceed 3,000 square feet.

## CONCLUSION

Although the request for C-2 zoning with a Specific Use Permit is not in conformance with the Cluster Residential Place Type within the Anna 2050 Comprehensive Plan, the size of the tract along with its location behind retail, the commercial zoning of adjacent properties, and the physical features of the site make this a suitable location for self-storage (mini-warehouse). The property is located on a Major Collector Road facing Regional Commercial property (Rosamond Crossing Southeast Corner Addition), the properties to the north and south are zoned Planned Development with a base zoning of Local Commercial as well as an existing Telecommunications Tower, and the flood plain with preserved trees will create a natural barrier from the single-family Meadow Vista subdivision.

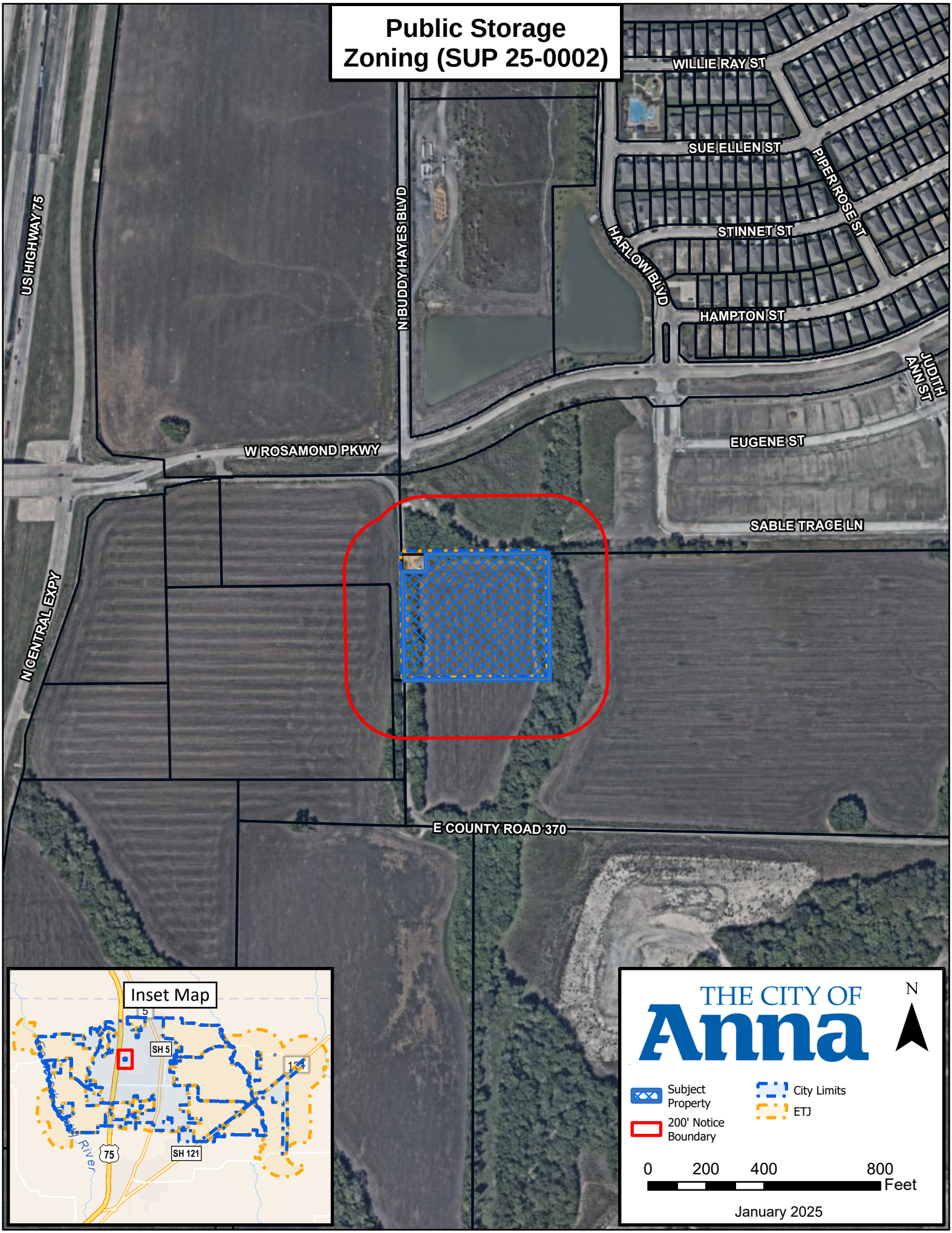
**STAFF RECOMMENDATION:**

The Specific Use Permit for Self-Storage (Mini-Warehouse) is recommended for approval subject to the following conditions:

1. Site shall develop in accordance with the Preliminary Site Plan shown in Exhibit B.
2. Site shall develop in accordance with the Specific Use Permit standards for Self-Storage (Mini - Warehouse) in Sec. 9.04.035(b) of the Zoning Ordinance.

**ATTACHMENTS:**

1. Locator Map - Public Storage (SUP 25-0002)
2. Ordinance (Zoning) Public Storage
3. Exhibit A Legal Description - Public Storage (SUP 25-0002)
4. Exhibit B Preliminary Site Plan - Public Storage (SUP 25-0002)
5. Cluster Residential Place Type Description - Public Storage (SUP 25-0002)


Public Storage
Zoning (SUP 25-0002)
WILLIE RAY ST
SUE ELLEN ST
PIPER ROSE ST
STINNET ST
HARLOW BLVD
HAMPTON ST
JUDITH ANN ST
EUGENE ST
SABLE TRACE LN
US HIGHWAY 75
N BUDDY HAYES BLVD
W ROSAMOND PKWY
N CENTRAL EXPY
E COUNTY ROAD 370
Inset Map
SH 5
SH 121
75
Subject Property
200' Notice Boundary
City Limits
ETJ
THE CITY OF Anna
N
0 200 400 800
Feet
January 2025

**CITY OF ANNA, TEXAS**
**(Property rezoned under this ordinance is generally located on the east side of Buddy Hayes Boulevard, 385± feet south of Rosamond Parkway)**

**ORDINANCE NO. _____**

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

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

**WHEREAS,** the City Council received an annexation petition and requested to establish zoning on Property described in Exhibit A ("Property") and depicted in Exhibit B ("Preliminary Site Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS,** said Property generally located on the east side of Buddy Hayes Boulevard, 385± feet south of Rosamond Parkway, is being zoned to Regional Commercial (C-2) with Specific Use Permit for Self-Storage (Mini-Warehouse); and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and depicted in Exhibit B to Regional Commercial (C-2) with Specific Use Permit for Self-Storage (Mini-Warehouse) with the additional restrictions as follows:

1. Site Shall develop in accordance with the Preliminary Site Plan shown in Exhibit B.
2. Site Shall develop in accordance with the Specific Use Permit standards set forth in Zoning Ordinance Section 9.04.035(b) as follows:

(b) Self-storage (mini-warehouse).

(1) Access.

A. The self-storage (mini-warehouse) shall be secured to limit access to tenants (or owners) and fire, police, or emergency service officials.

B. A self-storage (mini-warehouse) shall provide adequate drive aisles between all buildings for vehicle circulation and fire and emergency access.

(2) Storage.

A. A self-storage (mini-warehouse) unit shall not be used for the storage of explosives, ammunition, hazardous, or flammable materials.

B. Self-storage (mini-warehouse) units shall be used solely for the purpose of storage of goods and possessions and shall not be used for the operation of a business, hobby, band rehearsal, or any type of activity not related to the storage of personal property of the owner or tenant of the unit.

C. No outdoor storage is permitted in the C-2 zoning district.

D. Outdoor storage may be allowed within I-1 zoning district in approved on-site areas for vehicles and recreational equipment if they are covered by an awning or canopy structure.

(3) Accessory office.

A. The self-storage (mini-warehouse) may include an accessory on-site office.

B. An office shall not exceed three thousand (3,000) square feet.

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 25th day of February 2025.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Pete Cain, Mayor

**LEGAL DESCRIPTION – Public Storage, Anna Texas**

**BEING** a 4.890-acre tract of land situated in the John Ellet Survey, Abstract No. 296, City of Anna, Collin County, Texas, and being all of a called 4.890-acre tract of land as described in a Special Warranty Deed to Anna Area LLC, recorded in Instrument Number 2024000122982, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows;

**BEGINNING** a mag nail with shiner stamped "LJA SURVEYING" found in an asphalt road (County Road 370) at the southwest corner of said 4.890-acre tract of land, being at the most westerly northwest corner of a called 61.905-acre tract of land as described in a Special Warranty Deed to Bloomfield Homes, LP, a Texas limited partnership, recorded in Instrument No. 20211220002555410 Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being at the northeast corner of a called 38.15-acre tract of land as described in a Special Warranty Deed to MJLA Adams, LTD., a Texas limited partnership, recorded in Instrument No. 20110505000462590 (O.P.R.C.C.T.) and being at the southeast corner of a called 17.863-acre tract of land as described in a Special Warranty Deed to Anna 18, LLC, a Texas limited liability company, recorded in Instrument No. 20161020001423440 (O.P.R.C.C.T.), from which a 5/8-inch iron rod with cap stamped "LJA SURVEYING" found at the southwest corner of said 61.905-acre tract of land bears South 01 degree 38 minutes 17 seconds East, a distance of 509.25 feet;

**THENCE** North 01 degree 06 minutes 23 seconds West, a distance of 373.21 feet along the west line of said 4.890-acre tract of land, along the east line of said 17.863-acre tract of land and along or near the centerline of County Road 370 to a mag nail with washer stamped "BOHLER ENG." set for corner at the most westerly northwest corner of said 4.890-acre tract of land, from which a mag nail with washer stamped "BOHLER ENG." found at the northwest corner of a called 226.62-acre tract of land as described in a Warranty Deed to QJR Partnership, Ltd., a Texas limited partnership, recorded in Volume 5106, Page 2380, Deed Records of Collin County, Texas (D.R.C.C.T.) and at the southwest corner of a called 275.00-acre tract of land as described in a Special Warranty Deed to D.R. Horton - Texas, LTD, a Texas limited partnership, recorded in Instrument No. 2021021000310470, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), bears North 01 degree 06 minutes 23 seconds West, a distance of 60.00 feet;

**THENCE** North 89 degree 28 minutes 47 seconds East, a distance of 81.71 feet to a one-half inch iron rod with cap stamped "BOHLER ENG" set for corner at an interior angle corner of said 4.890-acre tract of land;

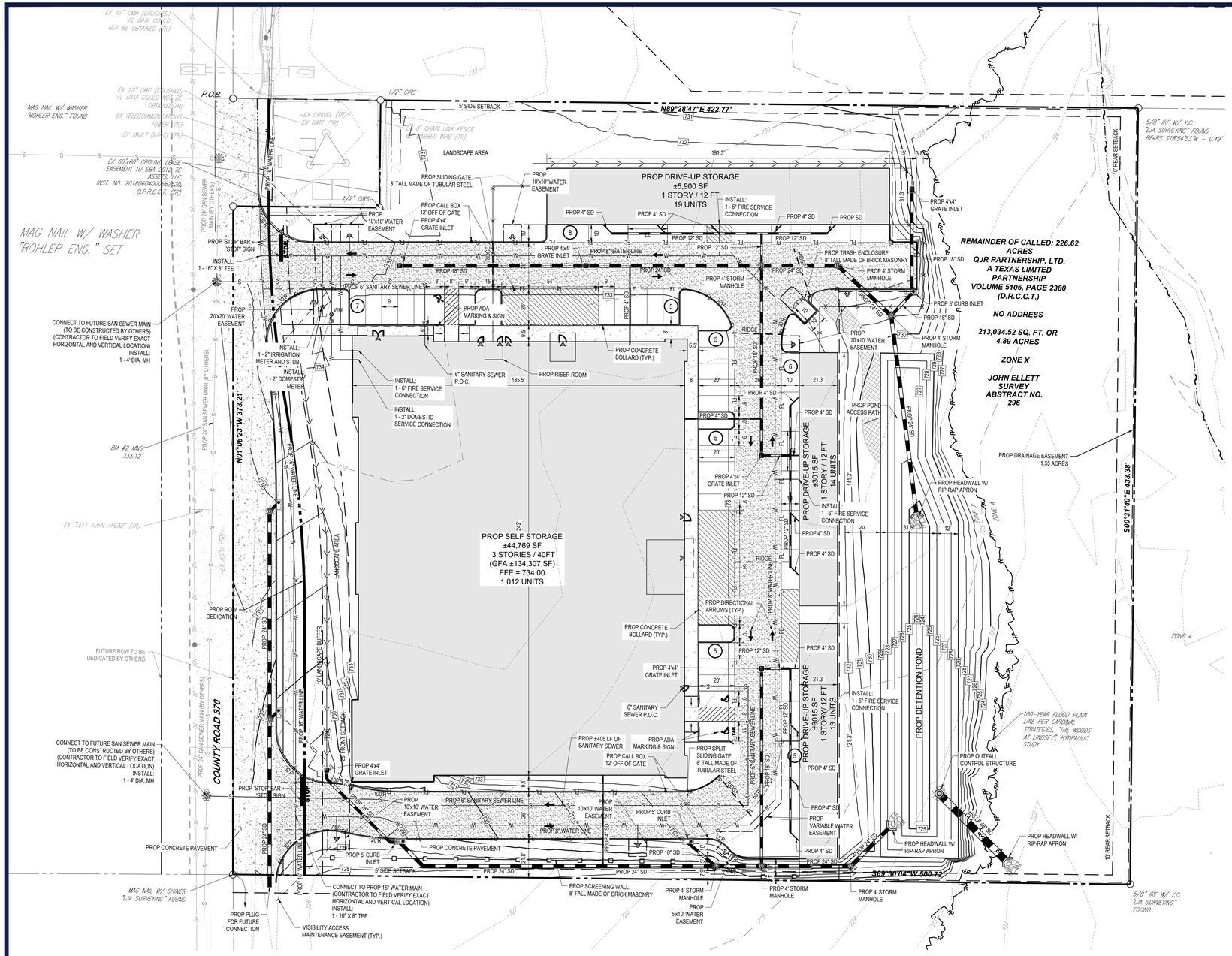
**THENCE** North 00 degree 31 minutes 13 seconds West, a distance of 60.00 feet to a one-half inch iron rod with cap stamped "BOHLER ENG" set at the most northerly northwest corner of said 4.890-acre tract of land and in the south the south line of said 275.00-acre tract of land, from which a mag

nail with washer stamped “BOHLER ENG.” found at the northwest corner of said 226.62-acre tract of land and at the southwest corner of said 275.00-acre tract of land, bears South 89 degree 28 minutes 47 seconds West, a distance of 82.33 feet

**THENCE** North 89 degrees 28 minutes 47 seconds East, a distance of 422.77 feet along the north line of said 4.890-acre tract of land and along the south line of said 275.00-acre tract to a point for corner at the northeast corner of said 4.890 acre tract of land and at the most northerly northwest corner of said 61.905-acre tract of land, from which a 5/8-inch iron rod with cap stamped “LJA SURVEYING” found bears South 00 degrees 31 minutes 40 seconds East, a distance of 0.45 feet;

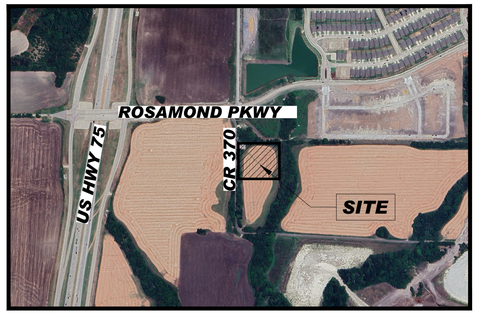
**THENCE** South 00 degree 31 minutes 40 seconds East, a distance of 433.38 feet along east line of said 4.890-acre tract of land and along the most northerly west line of said 61.905-acre tract of land to a 5/8-inch iron rod with cap stamped “LJA SURVEYING” found for corner at the southeast corner of said 4.890-acre tract of land;

**THENCE** South 89 degrees 30 minutes 04 seconds West, a distance of 500.72 feet along the south line of said 4.890-acre tract of land and along the north line of said 61.905-acre tract of land to the **POINT OF BEGINNING**, and **CONTAINING** 212,983 square feet or 4.890 acres.




## CURRENT PROPOERTY OWNER CONTACT INFORMATION

NAME/COMPANY: AREA ANNA LLC
ADDRESS: 7557 RAMBLER RD STE 970
CITY: DALLAS
STATE: TEXAS
EMAIL: RJORDAN@AVIDREA.COM
PHONE: 214.379.1043




***VICINITY MAP N.T.S.***

## LEGEND

| PROPOSED | |
|---|---|
| PROPERTY LINE | |
| EASEMENT LINE | |
| SETBACK LINE | |
| CURB | |
| DEPRESSED CURB | |
| UTILITY POLE | |
| TYPICAL SIGN | |
| PARKING COUNT | X |
| CONTOUR | 190 |
| SANITARY LINE | S |
| WATER LINE | W |
| ELECTRIC LINE | E |
| GAS LINE | G |
| OVERHEAD WIRE | OH |
| STORM SEWER | |
| FIRE HYDRANT ASSEMBLY | |
| REMOTE FDC | |
| SANITARY MANHOLE | |
| STORM MANHOLE | |
| WATER VALVE | |
| WATER METER | WM |
| GAS VALVE | GV |
| TYPICAL END SECTION | |
| ENDWALL | |
| GRATE INLET | |
| CURB INLET | |
| CLEANOUT | C/O |

## SITE DATA

| GENERAL SITE DATA | |
|---|---|
| ZONING | C-2 REGIONAL COMMERCIAL |
| LAND USE | SELF-STORAGE |
| LOT AREA (SQFT & ACRES) | 213,034 SQFT / 4.89 ACRES |
| BUILDING FOOTPRINT AREA (SQFT) | 44,769 SQFT |
| TOTAL BUILDING AREA (SQFT) | 134,307 SQFT |
| BUILDING HEIGHT (# STORIES) | 3 STORIES |
| BUILDING HEIGHT (FT) | 40FT |
| LOT COVERAGE (%) | 21% |
| **PARKING** | |
| PARKING RATIO | 1 SPACE PER 30 UNITS |
| REQUIRED PARKING (# SPACES) | 36 SPACES |
| TOTAL PROVIDED PARKING (# SPACES) | 46 SPACES |
| ACCESSIBLE PARKING REQUIRED (# SPACES) | 2 |
| ACCESSIBLE PARKING PROVIDED (# SPACES) | 2 |

## WATER METER SCHEDULE

| METER TYPE | METER SIZE | QUANTITY | NOTES |
|---|---|---|---|
| DOMESTIC | 2 INCH | 1 | PROPOSED |
| IRRIGATION | 2 INCH | 1 | PROPOSED |

## PROJECT BENCHMARKS

BM #1
X-CUT SET ON TOP BACK OF CURB ON THE SOUTHEAST CORNER OF A CONCRETE DRIVE FOR ROSAMOND PARKWAY ROAD, LOCATED ± 55 FEET SOUTHWEST OF A SIGN AND ± 30 FEET NORTHWEST OF A POWER POLE.

ELEVATION = 739.37 FEET

BM #2
MAG NAIL SET IN ASPHALT ROAD (COUNTY ROAD 370), LOCATED ± 75 FEET NORTHWEST OF A POWER POLE AND ± 50 FEET SOUTHWEST OF A SIGN (ARROW).

ELEVATION = 733.12 FEET




***THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY***

30 15 7.5 0 30
SCALE: 1" = 30'

## SITE NOTES:

1. ALL CURB RADII ARE 3' UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
4. THIS PLAN WAS PREPARED WITH SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND ROAD INFORMATION TAKEN FROM A SURVEY PREPARED BY A LAND SURVEYOR.
5. THE PROPERTY AREA IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAP, NUMBER 48339C0485G, DATED 04/02/2014.
6. PROPOSED FIRE LANES SHALL BE CONSTRUCTED TO LOCAL, STATE, AND IFC REQUIREMENTS.

## ADA ACCESSIBILITY NOTES:

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
3. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE ROW OF A SITE, THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
4. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
5. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.
6. ALL FIRE LANES SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX (6) INCHES IN WIDTH TO SHOW THE BOUNDARIES OF THE FIRE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR-INCH (4") WHITE LETTERS AT LEAST THIRTY (30) FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHERE A CURB IS AVAILABLE, THE STRIPPING SHALL BE ON THE VERTICAL FACE OF THE CURB

**EXHIBIT B**

Jan 21, 2025
H:\2024\TXA240142.00\CAD\DRAWINGS\PLAN SETS\P-CIVIL-SITE-TXA240142.00-0A-----LAYOUT C-101 SITE


BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES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**REVISIONS**

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

**ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL**

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

| | |
|---|---|
| PROJECT No.: | TXA240142.00-0A |
| DRAWN BY: | AAA |
| CHECKED BY: | JJB |
| DATE: | 1/8/2025 |
| CAD I.D.: | P-CIVL-SITE |

PROJECT:
***CONSTRUCTION DOCUMENTS***
FOR
Public Storage
PROPOSED SELF-STORAGE FACILITY
QJR PARTNERSHIP, LTD
A TEXAS LIMITED PARTNERSHIP
VOLUME 5106, PAGE 2380
ALTA/NSPS LAND TITLE SURVEY
4.890 TRACT, ABSTRACT NO. 296
COLLIN COUNTY
ANNA, TX


BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE NO. 18065 | TBPLS NO. 10194413


SHEET TITLE:
***SITE PLAN***

SHEET NUMBER:
PSP 25-0002

ORG. DATE - 1/8/2025

## CLUSTER RESIDENTIAL (CR)

### Character & Intent

Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

### Land Use Considerations

**Primary Land Use**

Single-family detached homes, townhomes and other single-family attached homes

**Secondary Land Use**

Civic and institutional uses, parks and open space

**Indicators & Assumptions**

+ Lot size (range) 5,000 – 7,500 SF









Kimley»Horn

Item No. 12.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on a Resolution regarding the Public Storage, Preliminary Site Plan (PSP 25-0001)
Owner: Area Anna, LLC

**SUMMARY:**
A Self Storage facility on 4.9± acres on the west side of N. Buddy Hayes Boulevard, 360± feet south of W. Rosamond Parkway.

**Case Overview**:

Access: The applicant is providing the necessary two points of access from future Buddy Hayes Boulevard.

Cross Access: During the review process, staff determined that cross access is not required.

Parking: The proposal meets the City's parking requirements. The applicant is providing an additional 10 parking spaces than required by the Ordinance.

Tree Preservation: A Tree Preservation Plan will be required during the development review process.

Screening: The floodplain contains a stand of trees that will be required to be preserved and act as a natural screening.

The Preliminary Site Plan is in conformance with the associated zoning request for Regional Commercial (C-2) with a Specific Use Permit for Self-Storage (Mini-warehouse).

**STAFF RECOMMENDATION:**
Recommended for approval as submitted subject to approval of the associated annexation and zoning petitions.

**ATTACHMENTS:**
1. Locator Map - Public Storage, Preliminary Site Plan (PSP 25-0001)
2. Resolution - Public Storage, Preliminary Site Plan (PSP 25-0001)
3. Exhibit A - Public Storage, Preliminary Site Plan (PSP 25-0001)

# Public Storage
# Preliminary Site Plan
# (PSP 25-0001)



**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. __2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, PUBLIC STORAGE, PRELIMINARY SITE PLAN (PSP 25-0001)**

**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**, Area Anna, LLC has submitted an application for the approval of the Public Storage, Preliminary Site Plan; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Site Plan**

The Planning & Zoning Commission hereby approves the Public Storage, Preliminary Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

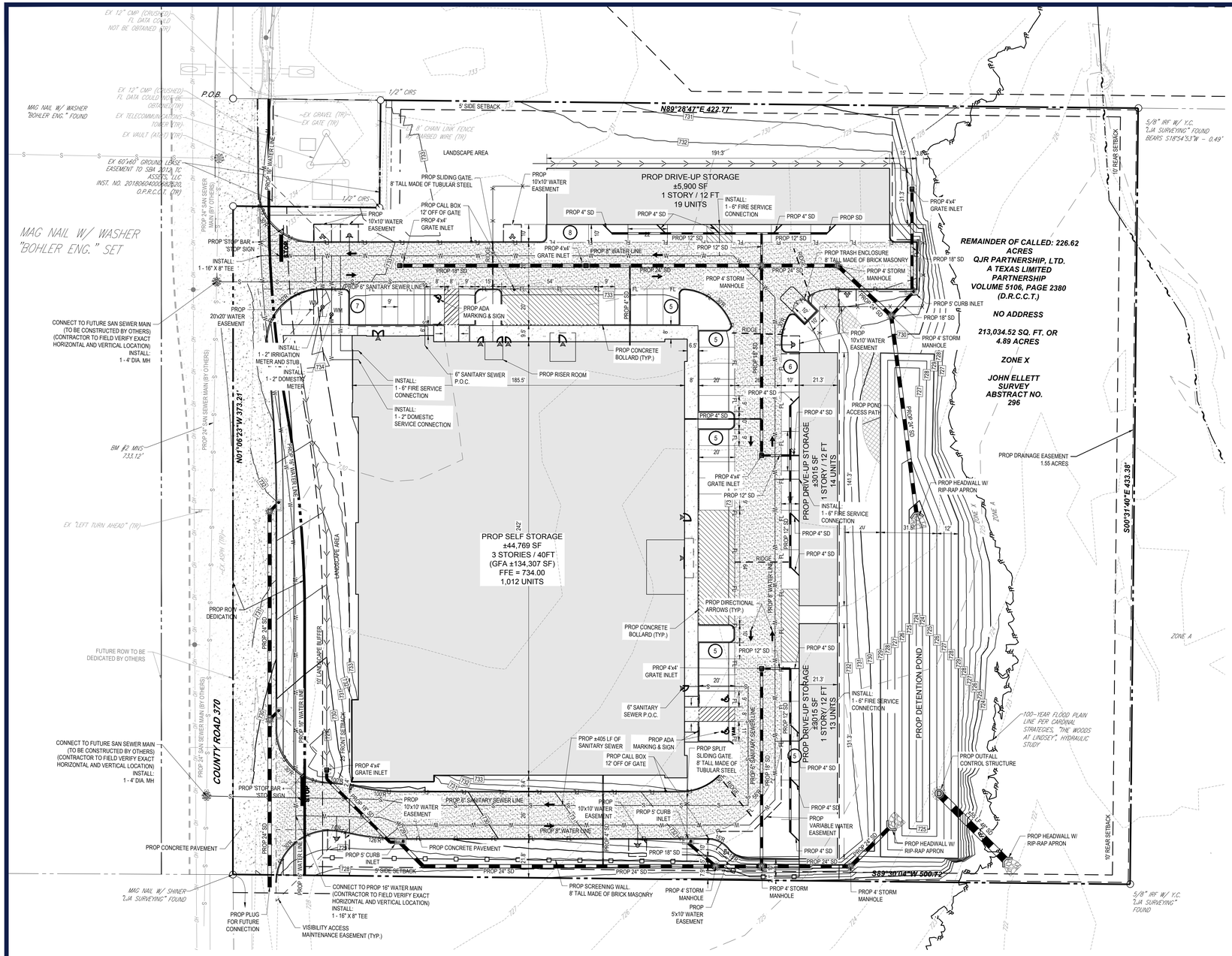
**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

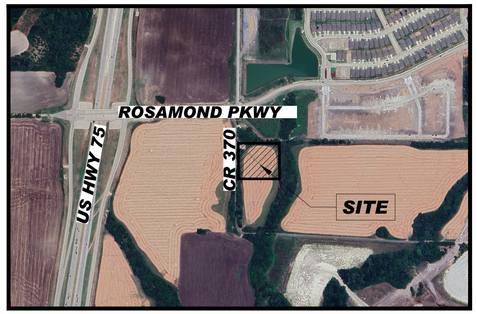
APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden




## CURRENT PROPOERTY OWNER CONTACT INFORMATION

NAME/COMPANY: AREA ANNA LLC
ADDRESS: 7557 RAMBLER RD STE 970
CITY: DALLAS
STATE: TEXAS
EMAIL: RJORDAN@AVIDREA.COM
PHONE: 214.379.1043




***VICINITY MAP N.T.S.***

## LEGEND

PROPOSED

| | |
|---|---|
| PROPERTY LINE | |
| EASEMENT LINE | |
| SETBACK LINE | |
| CURB | |
| DEPRESSED CURB | |
| UTILITY POLE | |
| TYPICAL SIGN | |
| PARKING COUNT | X |
| CONTOUR | 190 |
| SANITARY LINE | S |
| WATER LINE | W |
| ELECTRIC LINE | E |
| GAS LINE | G |
| OVERHEAD WIRE | OH |
| STORM SEWER | |
| FIRE HYDRANT ASSEMBLY | |
| REMOTE FDC | |
| SANITARY MANHOLE | |
| STORM MANHOLE | |
| WATER VALVE | |
| WATER METER | WM |
| GAS VALVE | GV |
| TYPICAL END SECTION | |
| ENDWALL | |
| GRATE INLET | |
| CURB INLET | |
| CLEANOUT | C/O |

## SITE DATA

| GENERAL SITE DATA | |
|---|---|
| ZONING | C-2 REGIONAL COMMERCIAL |
| LAND USE | SELF-STORAGE |
| LOT AREA (SQFT & ACRES) | 213,034 SQFT / 4.89 ACRES |
| BUILDING FOOTPRINT AREA (SQFT) | 44,769 SQFT |
| TOTAL BUILDING AREA (SQFT) | 134,307 SQFT |
| BUILDING HEIGHT (# STORIES) | 3 STORIES |
| BUILDING HEIGHT (FT) | 40FT |
| LOT COVERAGE (%) | 21% |
| **PARKING** | |
| PARKING RATIO | 1 SPACE PER 30 UNITS |
| REQUIRED PARKING (# SPACES) | 36 SPACES |
| TOTAL PROVIDED PARKING (# SPACES) | 46 SPACES |
| ACCESSIBLE PARKING REQUIRED (# SPACES) | 2 |
| ACCESSIBLE PARKING PROVIDED (# SPACES) | 2 |

## WATER METER SCHEDULE

| METER TYPE | METER SIZE | QUANTITY | NOTES |
|---|---|---|---|
| DOMESTIC | 2 INCH | 1 | PROPOSED |
| IRRIGATION | 2 INCH | 1 | PROPOSED |

## PROJECT BENCHMARKS

BM #1
X-CUT SET ON TOP BACK OF CURB ON THE SOUTHEAST CORNER OF A CONCRETE DRIVE FOR ROSAMOND PARKWAY ROAD, LOCATED ± 55 FEET SOUTHWEST OF A SIGN AND ± 30 FEET NORTHWEST OF A POWER POLE.

ELEVATION = 739.37 FEET

BM #2
MAG NAIL SET IN ASPHALT ROAD (COUNTY ROAD 370), LOCATED ± 75 FEET NORTHWEST OF A POWER POLE AND ± 50 FEET SOUTHWEST OF A SIGN (ARROW).

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**EXHIBIT A**

***THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY***

30 15 7.5 0 30
SCALE: 1" = 30'


BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES


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**REVISIONS**

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

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| | |
|---|---|
| PROJECT No.: | TXA240142.00-0A |
| DRAWN BY: | AAA |
| CHECKED BY: | JJB |
| DATE: | 1/8/2025 |
| CAD I.D.: | P-CIVL-SITE |

PROJECT:

***CONSTRUCTION DOCUMENTS***

FOR

Public Storage

**PROPOSED SELF-STORAGE FACILITY**

**QJR PARTNERSHIP, LTD**
**A TEXAS LIMITED PARTNERSHIP**
**VOLUME 5106, PAGE 2380**
**ALTA/NSPS LAND TITLE SURVEY**
**4.890 TRACT, ABSTRACT NO. 296**
**COLLIN COUNTY**
**ANNA, TX**


BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE NO. 18065 | TBPLS NO. 10194413


SHEET TITLE:

***SITE PLAN***

SHEET NUMBER:

**PSP 25-0002**

**ORG. DATE - 1/8/2025**

Jan 21, 2025
H:\2024\TXA240142.00\CAD\DRAWINGS\PLAN SETS\P-CIVL-SITE-TXA240142.00-0A-----LAYOUT C-101 SITE

Item No. 13.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on an Ordinance regarding a request for a Specific Use Permit for Light Auto Repair on 0.8± acre located on the north side of W. White Street, 95± feet east of Victoria Falls Drive. Zoned Planned Development/Regional Commercial (PD/C-2)(Ord. No. 119-2003). (SUP 25-0001)
Owner: Greenlight Studio, LLC

**SUMMARY:**
**HISTORY**

**Ordinance 1068-2023** – City Council repealed and replaced Article 9.04 (Zoning Ordinance) which consolidated several automotive related uses including Auto Repair, Minor and Quick Oil Change Facility into a new land use category called "Auto Repair, Light". These uses were originally allowed by right in the C-2 district. However, the adoption of the new Zoning Ordinance resulted in into Auto Repair, Light requiring a Specific Use Permit in the C-2 district.

**Resolution No. 2016-04-166** – City Council approved the Victoria Falls Center Addition, Final Plat.

**Ordinance No. 119-2003** – City Council zoned the Victoria Falls Center as Planned Development/Commercial District (PD/C-2).

**CASE OVERVIEW**

The property is one of four outlots at the Victoria Falls Center and is located in the southwestern corner of the site. The applicant is requesting a Specific Use Permit (SUP) for Auto Repair, Light to operate a quick oil change and auto repair shop.

Staff mailed public hearing notices to surrounding property owners in accordance with state law. To date, Staff has received one opposition letter on this case.

| Direction | Land Use | Zoning | Comprehensive Plan |
|---|---|---|---|
| North | Shopping Center | PD/C-2 w/SUP for kennel (no outside runs) (Ord. No. 119-2003 & 1040-2023-03) | Community Commercial |
| East | Financial Institution | PD/C-2 (Ord. No. 119-2003) | Community Commercial |
| South | Single-Family Detached Dwellings | PD/R-1 (Ord. No. 2000-15) | Cluster Residential |
| West | Shopping Center | PD/C-2 (Ord. No. 119- | Community Commercial |

2003)

# COMPATIBILITY CONSIDERATIONS

Specific Use Permit

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend, and the City Council may establish, conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the city. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the city. The Specific Use standards for Auto Repair, Light are provided in Section 9.04.031(d) of the Zoning Ordinance as follows:

*(d) Auto Repair, Light.*
*(1) All Auto Repair, Light activities shall take place within an enclosed space.*
*(2) An Auto Repair, Light facility shall be located one hundred fifty (150) feet from any residential district or school use.*

Staff Response:

- The applicant understands that all business activities must be conducted within the building.

- The property is 325± feet south of the nearest single-family detached dwelling lot within The Falls, Phase 1A residential subdivision and 123± feet north of the nearest single-family detached dwelling lot within Oak Hollow Estates, Phase 3 residential subdivision across W. White Street (Farm-to-Market 455). While the western property boundary is shared with The Falls, Phase 1A Homeowners' Association lot, the proposed building exceeds 150± feet from the nearest single-family detached dwelling lot.

## CONCLUSION

This property is located within an existing commercial subdivision and W. White Street and the Victoria Falls Center buffer the closest residences. The associated Preliminary Site Plan is in conformance with the C-2 district.

**STAFF RECOMMENDATION:**
The Specific Use Permit for Auto Repair, Light is recommended for approval subject to the following conditions:

1. Site shall develop in accordance with the Preliminary site plan shown in Exhibit B.

2. Site shall develop in accordance with the façade plan shown in Exhibit C.

3. Site shall develop in accordance with the Specific Use Standards in Zoning Ordinance Section 9.04.031(d) as follows:

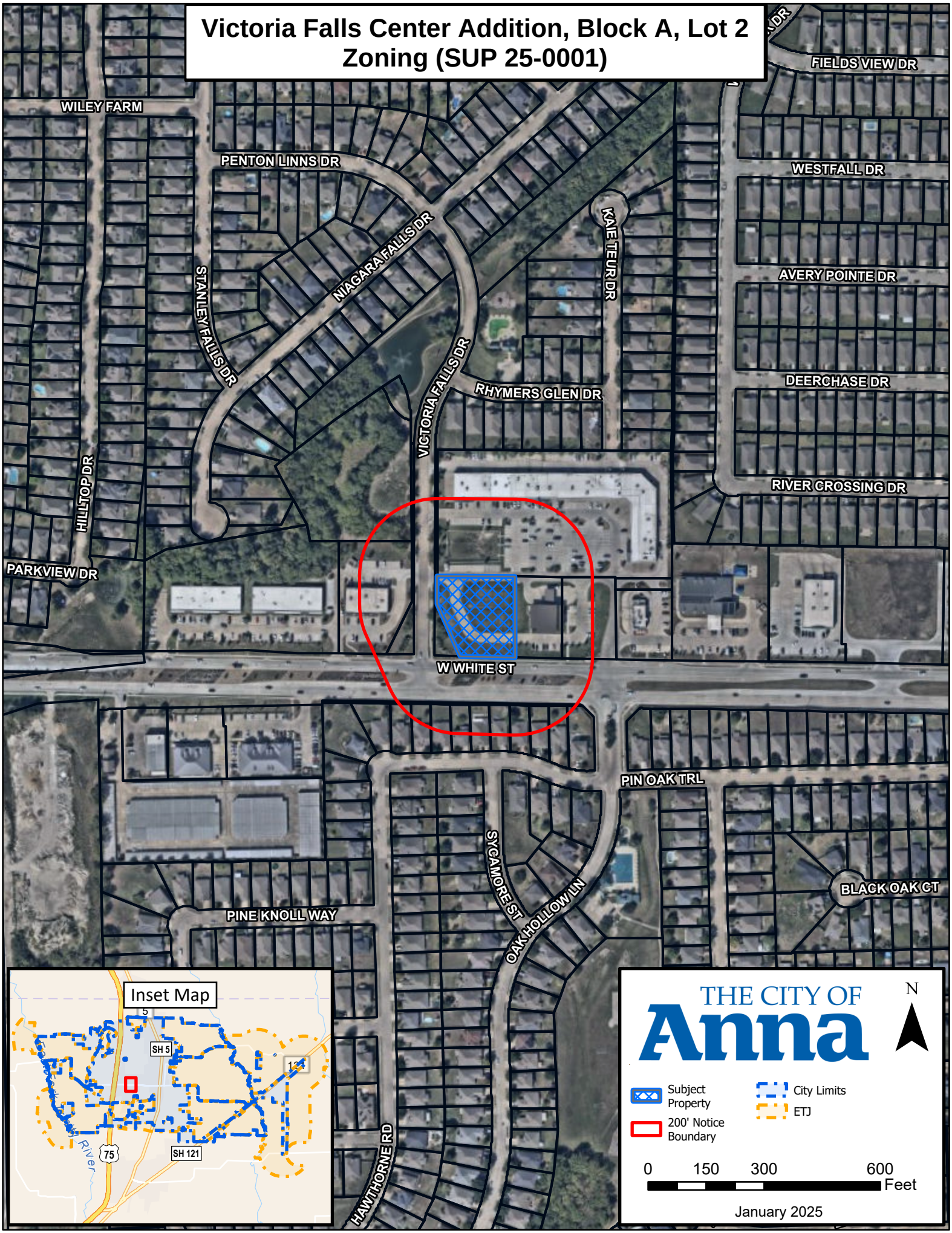
(d) Auto Repair, Light.

(1) All Auto Repair, Light activities shall take place within an enclosed space.

(2) An Auto Repair, Light facility shall be located one hundred fifty (150) feet from any residential district or school use.

**ATTACHMENTS:**

1. Locator Map - Victoria Falls Auto Repair Light (SUP 25-0001)
2. Ordinance - Victoria Falls Auto Repair Light (SUP 25-0001)
3. Exhibit A Legal Description - Victoria Falls Auto Repair Light (SUP 25-0001)
4. Exhibit B Preliminary Site Plan - Victoria Falls Auto Repair Light (SUP 25-0001)
5. Exhibit C Facade - Victoria Falls Auto Repair Light (SUP 25-0001)
6. Responses


Victoria Falls Center Addition, Block A, Lot 2
Zoning (SUP 25-0001)
WILEY FARM
PENTON LINNS DR
NIAGARA FALLS DR
STANLEY FALLS DR
KAIE TEUR DR
VICTORIA FALLS DR
RHYMERS GLEN DR
HILLTOP DR
PARKVIEW DR
FIELDS VIEW DR
WESTFALL DR
AVERY POINTE DR
DEERCHASE DR
RIVER CROSSING DR
W WHITE ST
PIN OAK TRL
SYCAMORE ST
OAK HOLLOW LN
BLACK OAK CT
PINE KNOLL WAY
HAWTHORNE RD
Inset Map
SH 5
SH 121
75
THE CITY OF
Anna
N
Subject Property
200' Notice Boundary
City Limits
ETJ
0
150
300
600
Feet
January 2025

**CITY OF ANNA, TEXAS**
**(Property rezoned under this ordinance is generally located on the north side of W. White Street, 95± feet east of Victoria Falls 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 Council received an annexation petition and requested a Specific Use Permit on Property described in Exhibit A ("Property") and depicted in Exhibit B ("Preliminary Site Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS,** said Property generally located on the north side of W. White Street, 95± feet east of Victoria Falls Drive, is being zoned with Specific Use Permit for Auto Repair, Light; and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and depicted in Exhibit B to Regional Commercial (C-2) with Specific Use Permit for Self-Storage (Mini-Warehouse) with the additional restrictions as follows:

1. Site Shall develop in accordance with the Preliminary Site Plan shown in Exhibit B.

2. Site shall develop in accordance with the façade plan shown in Exhibit C.

3. Site shall develop in accordance with the Specific Use standards set forth in Zoning Ordinance Section 9.04.031(d) as follows:

   (d) Auto Repair, Light.

   (1) All Auto Repair, Light activities shall take place within an enclosed space.

   (2) An Auto Repair, Light facility shall be located one hundred fifty (150) feet from any residential district or school use.

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 25th day of February 2025.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Pete Cain, Mayor

**LEGAL DSCRIPTION**

Victoria Falls Center Addition, Block A, Lot 2

As depicted in the Final Plat recorded in Instrument No. 20181029010005000, Official Public Records of Collin County, Texas.

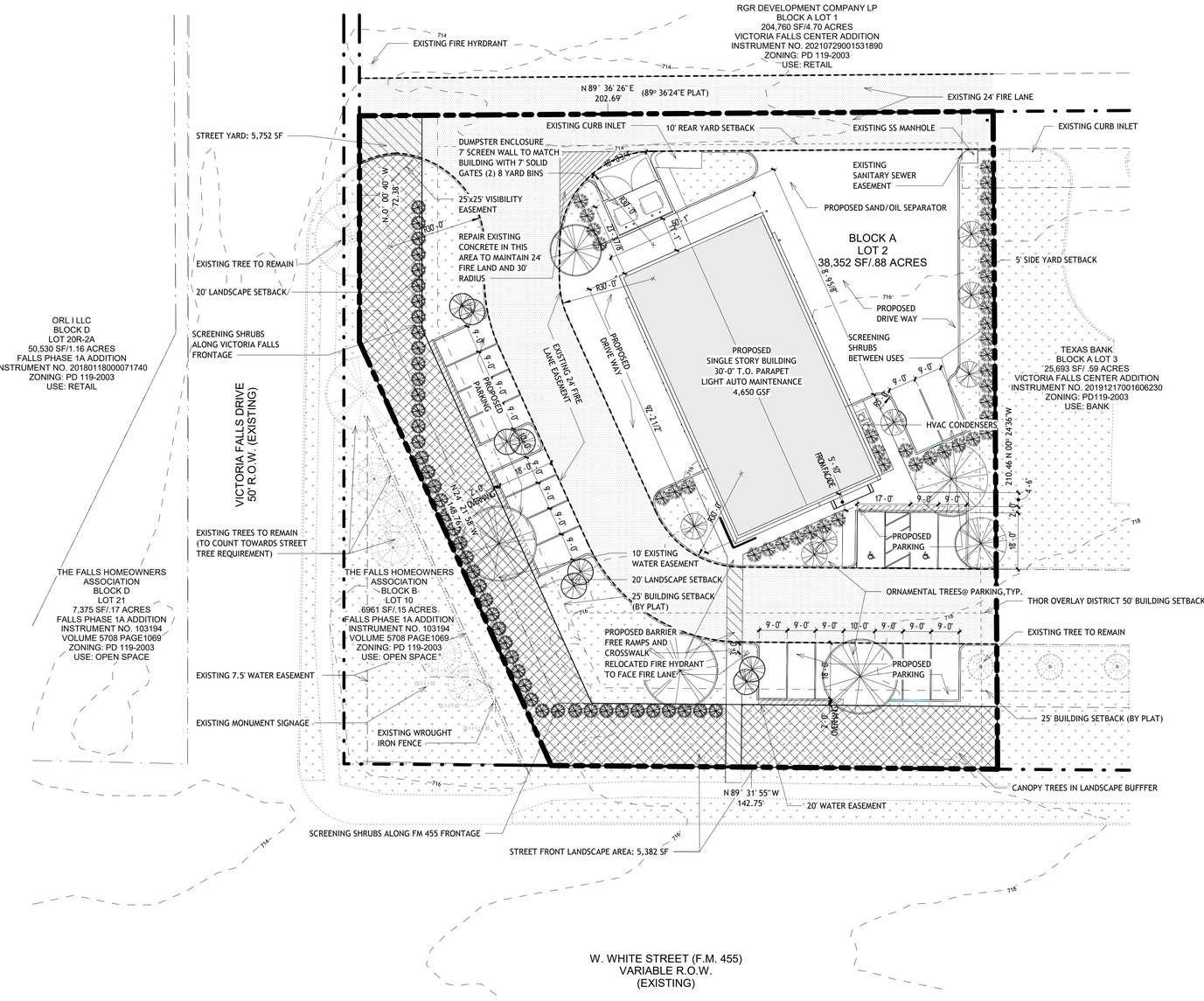


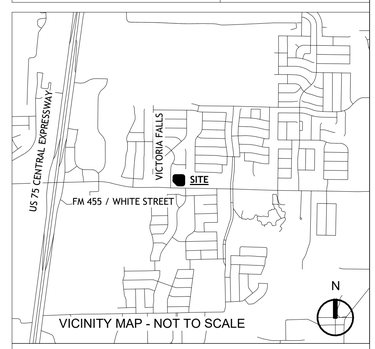

**EXHIBIT B**

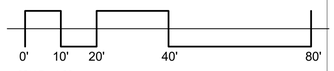
1 Site Plan
1" = 20'-0"

| Site Data Summary Table | |
|---|---|
| General Site Data | |
| Zoning | PD-C Ord. 119-2003 |
| Proposed Land Use | Auto Repair, Light (SUP) |
| Lot Area (per plat) | 38,352 |
| Lot Area | 0.88 |
| Building Footprint Area (Approximate) | 5,200 |
| Area Covered by Canopy | 96 |
| | |
| Maximum Building Height (# Stories) | 1 |
| Maximum Building Height (Feet) | 30' |
| Lot Coverage | 14% |
| Floor Area Ratio | 1/7 |
| | |
| Parking | |
| Parking Required 2 per 1000 SF | 11 |
| Standard Parking Provided | 17 |
| Accessible Parking Required | 2 |
| Accessible Parking Provided | 2 |
| Total Parking Provided | 19 |
| | |
| Landscaping Area | |
| | |
| Landscape area requirement (15% of street yard) | 862.8 |
| Landscape Area Requirement (15% of entire site) | 5752.8 |
| Street Yard Area | 5752 |
| Street Yard Landscape Provided | 5382 |
| Internal LS Provided | 6,345 |
| Total LS Area Provided: | 11,727 |
| Other impervious Area | 1,437 |
| Permeable Areas | |
| Permeable Pavement | 0 |
| Other Permeanble Area | 0 |
| Total permeable Area | 0 |
| Impervious Area | |
| Building Area | 5,200 |
| Sidewalks, Pavement, and other Impervious Flatwork | 18,731 |
| Other Impervious Area (curbs) | 1,257 |
| Total Impervious Area | 25,188 |
| | |
| Total Landscape Area, Impervious Area, Permeable Area | 38,352 |
| | |

## PRELIMINARY SITE PLAN NOTES

1. Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
2. Fire lanes shall be designed and constructed per city standards.
3. Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
4. FIVE-foot wide sidewalks shall be provided per the City design Manual in the public Right of Way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city.
5. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
6. Mechanical units, dumpsters, and trash compactors shall be screened in accordance with the Zoning Ordinance.
7. All signage contingent upon approval by Building Inspections Department.
8. Approval of the site plan is not final until all engineering plans are approved.
9. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
10. Outdoor lighting shall comply with illumination standards within city ordinance. Please contact the Building Inspections Department to determine the type of construction and occupancy group.
11. All private electrical transmission, distribution, and service lines must be underground.
12. Uses shall conform in operation, location, and construction to the following performance standards in the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration, and/or other performance standards.
13. All proposed paving shall be concrete per city of Anna Standards.




SCALE = 1:20


GREENLIGHT
STUDIO, LLC
www.greenlight.company

Applicant:
Greenlight Studio LLC
100 N. Cottonwood Drive
Suite 104
Richardson, Texas 75080
v: 214.810.4535

Owner:
Texas Bank
P.O. Box 1990
Henderson, Texas 75653-1990
v: 903.657.1466


TRUE NORTH

SUP 25-0002

Preliminary Site Plan

# VICTORIA FALLS CENTER ADDITION

## BLOCK A, LOT 2

.88 ACRES
City of Anna, Collin County, Texas
F. T. Duffau Survey, Abstract No. 288

Prepared January 24, 2025

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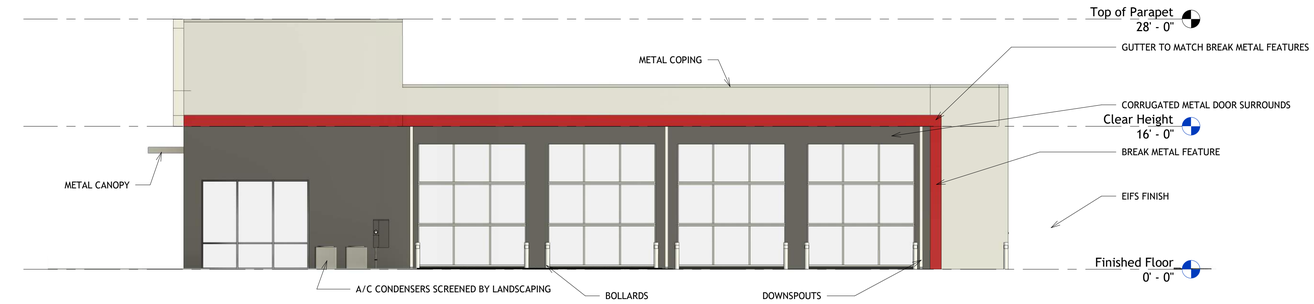
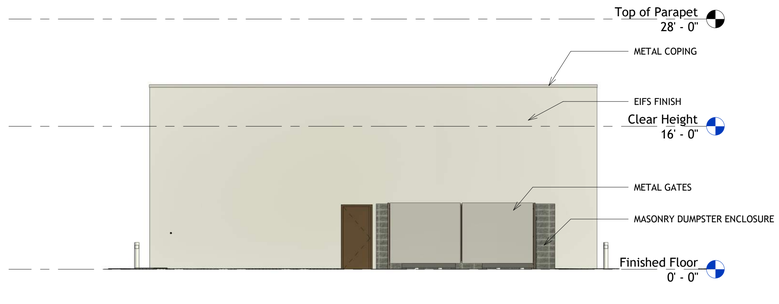
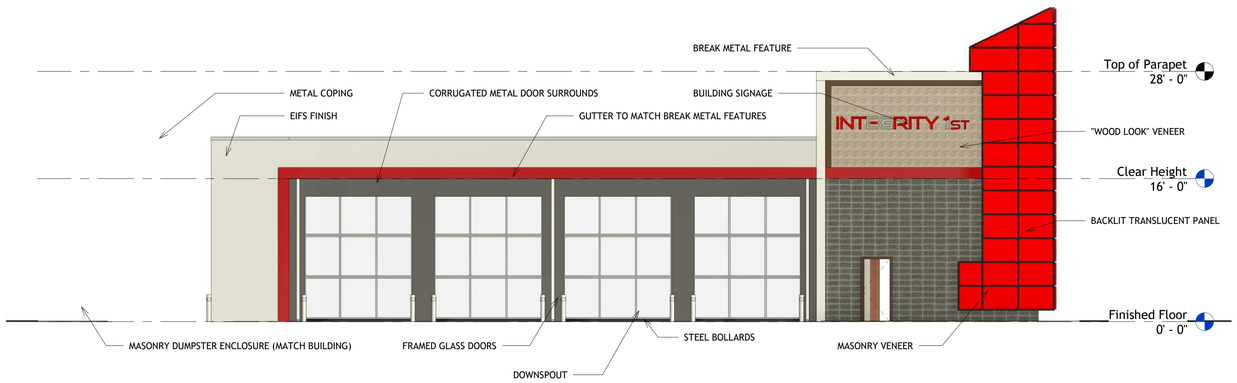



5 Facade - Northeast
1/8" = 1'-0"



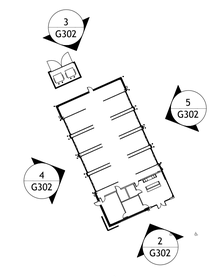

3 Facade - Northwest
1/8" = 1'-0"




4 Facade - Southwest
1/8" = 1'-0"




2 Facade - Southeast
1/8" = 1'-0"




1 Facade Key Plan
1" = 50'-0"

**EXHIBIT C**

GREENLIGHT

STUDIO, LLC

www.greenlight.company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SUP 25-0002

Facade Plans

# VICTORIA FALLS CENTER ADDITION

## BLOCK A, LOT 2

.88 ACRES
City of Anna, Collin County, Texas
F. T. Duffau Survey, Abstract No. 288

Prepared January 24, 2025

© Greenlight Studio, LLC

THE CITY OF
# Anna

**Please circle one:**

In favor of request | Neutral to request | *Opposed to request*

**Comments:**

$

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Xu Zhu
Name (Please Print)

Signature

1914 Pin Oak TRL
Address

1/29/25
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

Item No. 14.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on a Resolution regarding the Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan. (PSP 25-0002)
Owner: Greenlight Studio, LLC

**SUMMARY:**
Auto Repair, Light on 0.9± acres on the northeast corner of W. White Street and Victoria Falls Drive. Zoned Panned Development/General Commercial (C-2) district. (PD/C-2) (Ord. 119-2003)

**STAFF RECOMMENDATION:**
Recommended for approval as submitted subject to approval of the associated Specific Use Permit request.

**ATTACHMENTS:**
1. Locator Map - Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan. (PSP 25-0002)
2. Resolution - Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan. (PSP 25-0002)
3. Exhibit A - Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan. (PSP 25-0002)


Victoria Falls Center Addition, Block A, Lot 2,
Preliminary Site Plan (PSP 25-0002)
WILEY FARM
PENTON LINNS DR
NIAGARA FALLS DR
STANLEY FALLS DR
KAE TEUR DR
VICTORIA FALLS DR
RHYMERS GLEN DR
HILLTOP DR
PARKVIEW DR
FIELDS VIEW DR
WESTFALL DR
AVERY POINTE DR
DEERCHASE DR
RIVER CROSSING DR
W WHITE ST
PIN OAK TRL
SYCAMORE ST
OAK HOLLOW LN
BLACK OAK CT
PINE KNOLL WAY
HAWTHORNE RD
Inset Map
SH 5
SH 121
75
THE CITY OF
Anna
N
Subject Property
City Limits
ETJ
0 150 300 600
Feet
January 2025

**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. 2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, VICTORIA FALLS CENTER ADDITION, BLOCK A, LOT 2, PRELIMINARY SITE PLAN. (PSP 25-0002)**

**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**, Greenlight Studio, LLC has submitted an application for the approval of the Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Site Plan**

The Planning & Zoning Commission hereby approves the Victoria Falls Center Addition, Block A, Lot 2, Preliminary Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer.

**PASSED AND APPROVED** by the Planning & Zoning Commission of the City of Anna, Texas, on this 3rd day of February 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

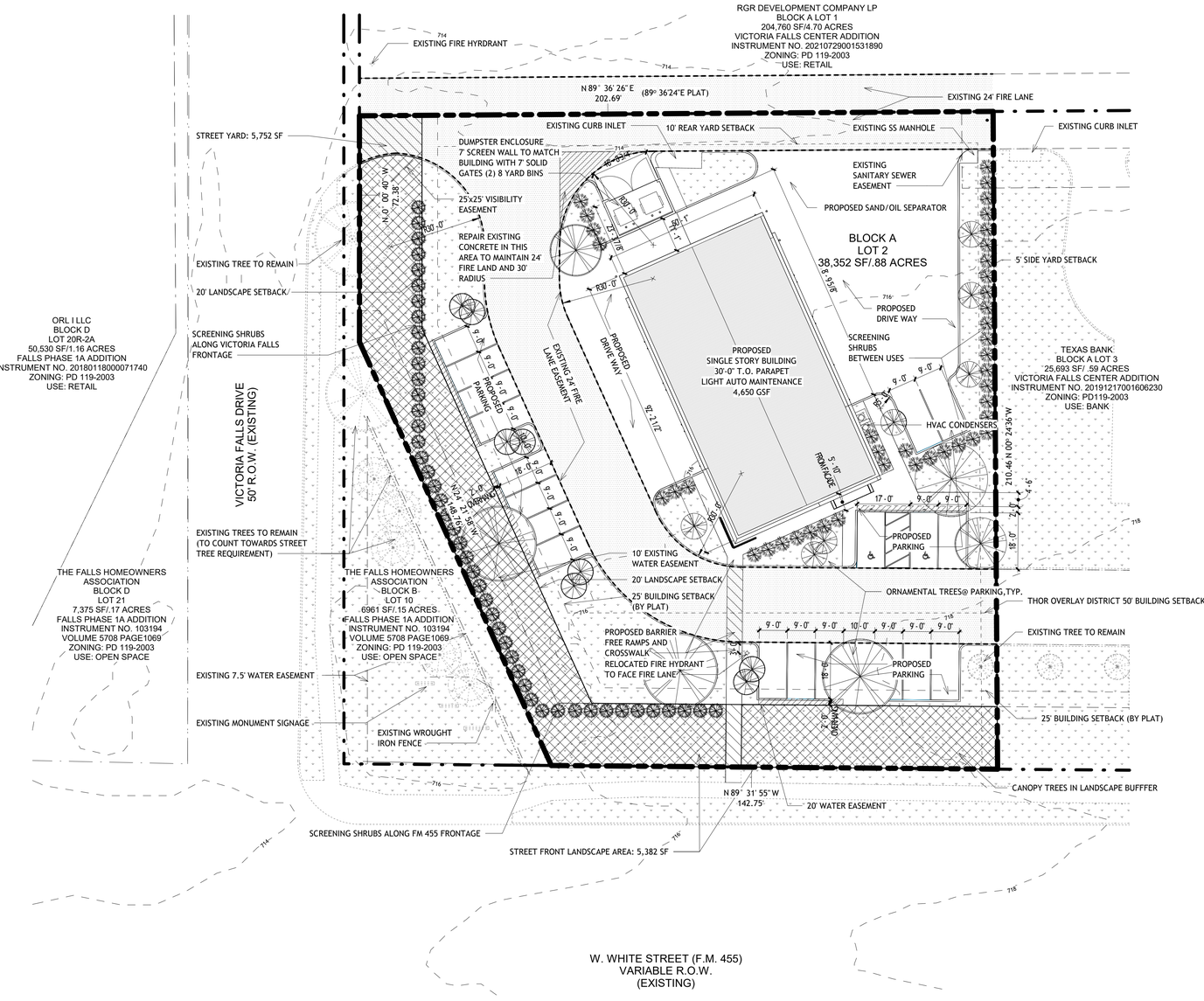


**EXHIBIT A**

1 Site Plan
1" = 20'-0"

| Site Data Summary Table | |
|---|---|
| General Site Data | |
| Zoning | PD-C Ord. 119-2003 |
| Proposed Land Use | Auto Repair, Light (SUP) |
| Lot Area (per plat) | 38,352 |
| Lot Area | 0.88 |
| Building Footprint Area (Approximate) | 5,200 |
| Area Covered by Canopy | 96 |
| | |
| Maximum Building Height (# Stories) | 1 |
| Maximum Building Height (Feet) | 30' |
| Lot Coverage | 14% |
| Floor Area Ratio | 1/7 |
| | |
| Parking | |
| Parking Required 2 per 1000 SF | 11 |
| Standard Parking Provided | 17 |
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| Permeable Pavement | 0 |
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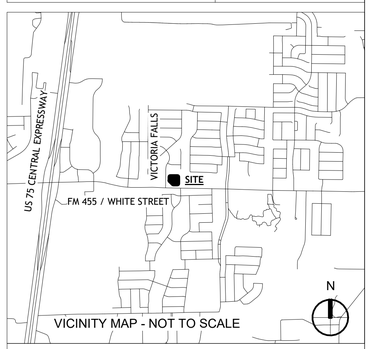


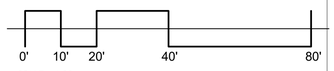


SCALE = 1:20

GREENLIGHT
STUDIO, LLC
www.greenlight.company

Applicant:
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v: 214.810.4535

Owner:
Texas Bank
P.O. Box 1990
Henderson, Texas 75653-1990
v: 903.657.1466

TRUE NORTH

SUP 25-0002

# Preliminary Site Plan

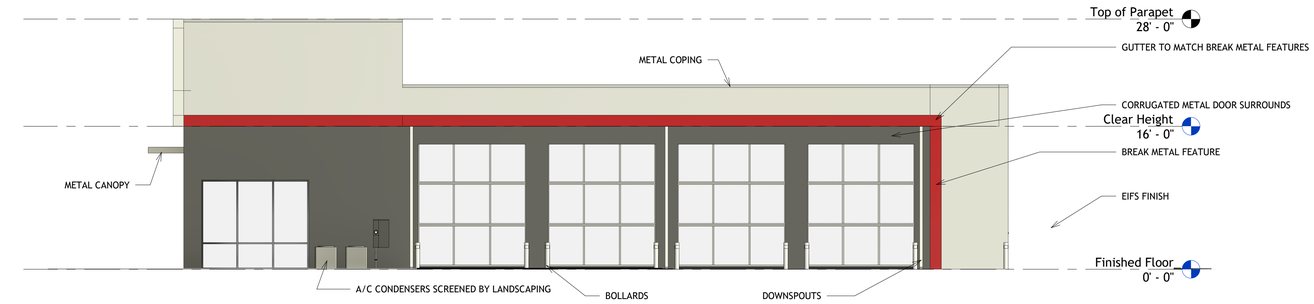
# VICTORIA FALLS CENTER ADDITION

## BLOCK A, LOT 2

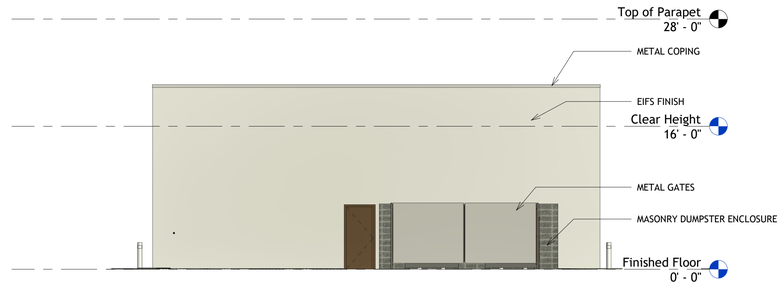
.88 ACRES
City of Anna, Collin County, Texas
F. T. Duffau Survey, Abstract No. 288

Prepared January 24, 2025

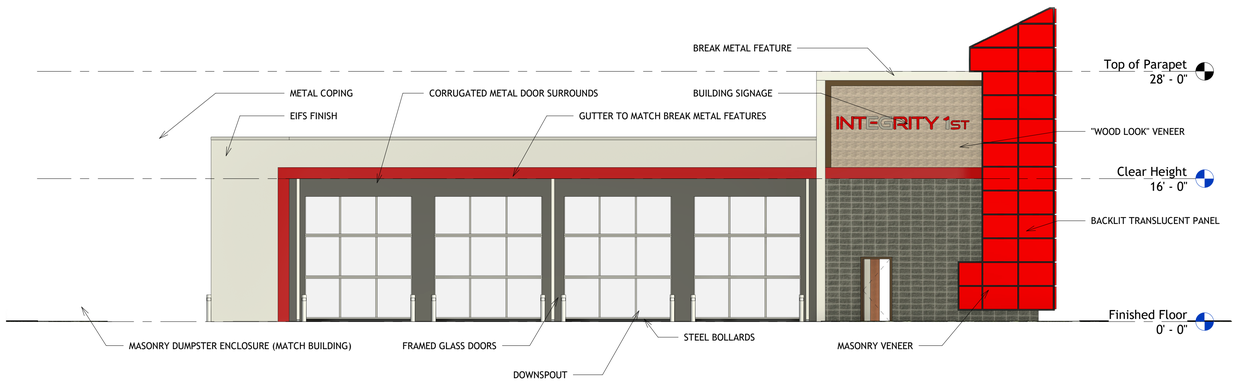
© Greenlight Studio, LLC



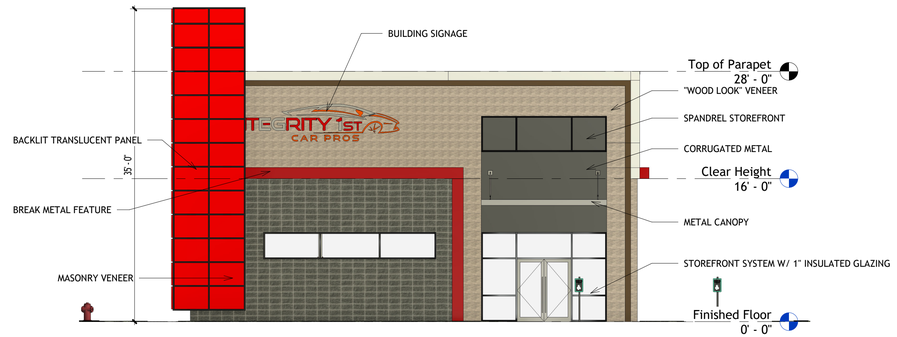

5 Facade - Northeast
1/8" = 1'-0"



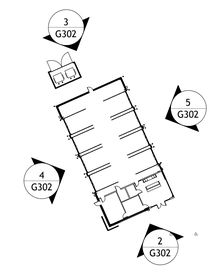

3 Facade - Northwest
1/8" = 1'-0"




4 Facade - Southwest
1/8" = 1'-0"




2 Facade - Southeast
1/8" = 1'-0"




1 Facade Key Plan
1" = 50'-0"

GREENLIGHT

STUDIO, LLC

www.greenlight.company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100 N. Cottonwood Drive
Suite 104
Richardson, Texas 75080
v: 214.810.4535

Owner:
Texas Bank
P.O. Box 1990
Henderson, Texas 75653-1990
v: 903.657.1466


SUP 25-0002

# Facade Plans

## VICTORIA FALLS CENTER ADDITION
## BLOCK A, LOT 2

.88 ACRES
City of Anna, Collin County, Texas
F. T. Duffau Survey, Abstract No. 288

Prepared January 24, 2025

© Greenlight Studio, LLC

Item No. 15.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on an Ordinance regarding a request to zone 1,127.6± acres located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425) to Planned Development/Agricultural (AG)/Mixed-Use (MU)/Industrial-1 (I-1) in conformance with a Pre-Annexation Development Agreement (Res. No. 2024-12-1716). (PD 25-0001)
Owner: Tellus Texas III, LLC

**SUMMARY:**

**History:**

**Resolution No. 2024-12-1716:** City Council approved a resolution entering into a development agreement with Tellus Texas III, LLC and Sherley Partners, LTD for a mixed-use development on December 17, 2024.

**Case Overview:**

The applicant is requesting to annex and zone 1,127.6± acres for a mixed use planned development. The proposed development will include five zones of development. See Exhibit C-Illustrative Layout. Zone I will contain a maximum of 3,030 single-family dwelling units that could contain a mix of residential types. Zone II is the multi-family flex type, with the ability to include a maximum of 160 single-family dwelling units and/or a maximum of 200 multi-family dwelling units. Per the approved Development Agreement, the applicant can convert between single-family and multi-family units as desired. Zones IV(A), (B), and (C) are multi-use tracts, and may contain a mix of multi-family, commercial, light industrial, and agricultural uses. Zone IV is included in the annexation and zoning request but will be developed by another developer. Lastly, Zone V will contain a working farm, and commercial uses related to the farm use. Zone V is an integral part of the residential development.

The annexation request does not require review and recommendation by the Planning & Zoning Commission and will be reviewed and acted on by the City Council. However, the zoning request requires a review and recommendation by Planning & Zoning Commission to the City Council.

| Direction | Land Use | Zoning | Comprehensive Plan Designation |
|---|---|---|---|
| **North** | Single Family Rural | Agricultural, Single-Family Residential – | Ranching and Agriculture |

| | | | |
|---|---|---|---|
| | Residential, and Vacant Land | Large Lot, and Extraterritorial Jurisdiction (ETJ), Two-Family (TF), Single-Family Residential-7.2 | |
| **East** | Ranching and Agriculture and Vacant Land | Extraterritorial Jurisdiction (ETJ) | Ranching and Agriculture |
| **South** | Single Family Rural Residential, Vacant Land | Planned Development-Commercial, Single-Family Residential – Large Lot (SF-E), Planned Development – Residential, Extraterritorial Jurisdiction (ETJ) | Suburban Living |
| **West** | Ranching and Agriculture, Cluster Residential, Park and School | Extraterritorial Jurisdiction (ETJ), Agriculture (AG), Single- Family Residential – Large Lot (SF-E) | Ranching and Agriculture, Schools |

**Compatibility Considerations:**

Future Land Use Plan: The Future Land Use Plan designates this property as Ranching and Agriculture. The proposed development provides a mix of residential, agricultural farm amenities, and commercial uses, with a range of lot sizes, housing types, green spaces throughout and trail connections to Geer Park and existing infrastructure. This development advances the Placemaking Policies set forth in the Comprehensive Plan that state the City will work with developers to create unique destinations.

Thoroughfare Plan: The proposed Roadway and Thoroughfare Improvement Plans are depicted in Exhibit H of the approved Development Agreement (Resolution No. 2024-12-1716). The proposed development meets the City's Thoroughfare Plan.

Access: The proposed development is accessed from three entrances on Rosamond Parkway (FM 2862) on the north, FM 455 (White Street) on the south, and County Road 424 on the east and County Road 425 (Future N. Leonard Avenue) on the west.

Utilities: The proposed utility plan is depicted in Exhibits F-G of the approved Development Agreement (Resolution No. 2024-12-1716). The applicant will be required to construct water main extensions along Rosamond Parkway (FM 2862) and FM 455 (White Street) to connect to the City of Anna's public water system. Future phases will include the extension of an additional water main along future N. Leonard Avenue. The

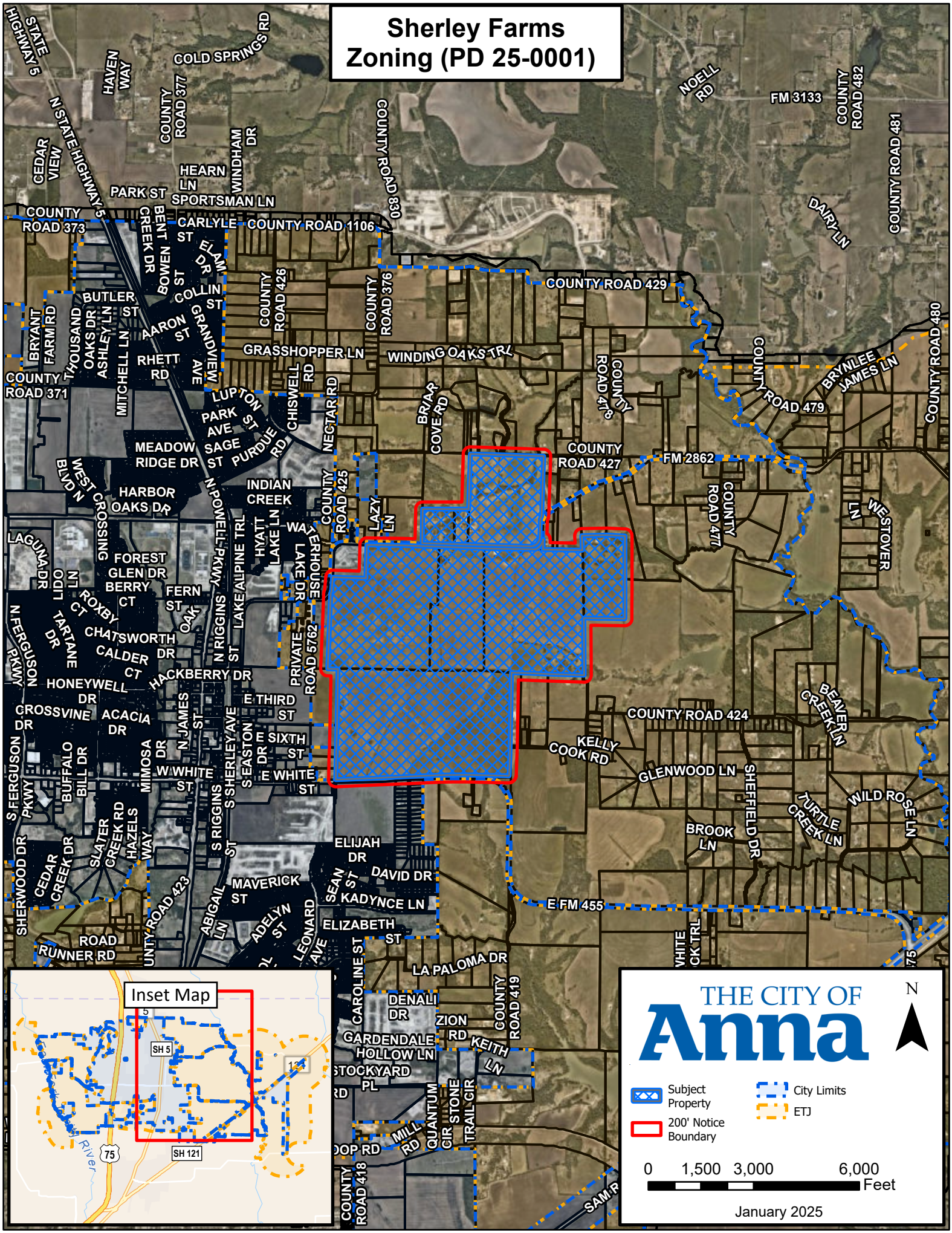
applicant will be constructing a sewer lift station in the southeast portion of the development to collect sanitary sewer. The sewer will then flow through a force main to the west, connecting into the Slayter Creek trunk sewer main.

Schools: Rosamond Sherley Elementary School is located at the northwest corner of the site. The applicant is working with Anna ISD on the dedication of a site just south of Rosamond Sherley Elementary School for a middle school. Additionally, Anna ISD has expressed interest in purchasing property within the development for an elementary school site. The applicant is working with Anna ISD on determining the exact location for the elementary school.

Parks and Public Trails: The proposed Trail and Open Space Improvements are depicted in Exhibit J of the approved Development Agreement (Resolution No. 2024-12-1716). A system of 6-foot-wide Neighborhood Trails internal to the development will connect to a larger 10-foot-wide Roadside Trail along future N. Leonard Avenue on the west side of the development and an 8-foot-wide Community Trail along a future spine road on the east side of the development. A 12-foot-wide Regional Trail will bisect the development, running north and south and making a westerly connection to Geer Park. Two 10-foot wide Roadside Trails will run parallel along Rosamond Parkway and throughout the site. A 10-foot wide Roadside Trail will run along FM 455 (White Street).

**STAFF RECOMMENDATION:**
Recommended for approval as submitted.

**ATTACHMENTS:**
1. Sherley Farms Zoning Locator Map- PD25-0001
2. Ordinance (Zoning) Sherley Farms PD25-0001
3. Exhibit A - Depiction of the Property_Sherley Farms_PD25-0001
4. Exhibit B - Illustrative Layout_Sherley Farms_PD25-0001
5. Res 2024-12-1716 Approve The Sherley Farms Development Agreement For a Mixed Use Development


Sherley Farms
Zoning (PD 25-0001)
Inset Map
SH 5
SH 121
75
Subject Property
200' Notice Boundary
City Limits
ETJ
0 1,500 3,000 6,000
Feet
THE CITY OF
Anna
N
January 2025

**CITY OF ANNA, TEXAS**
**(Property rezoned under this ordinance is generally located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425))**

**ORDINANCE NO. _____**

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

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

**WHEREAS,** the City Council received an annexation petition and requested to establish zoning on Property described in Exhibit A ("Property") and depicted in Exhibit B ("Illustrative Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

**WHEREAS,** said Property generally located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425), is being zoned to Planned Development/Agricultural (AG)/Mixed Use (MU)/Industrial-1 (I-1) (PD/AG/MU/I-1); and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and depicted in Exhibit B to Planned Development/Agricultural (AG)/Mixed Use (MU)/Industrial-1 (I-1) (PD/AG/MU/I-1) with the additional restrictions as follows:

1. Site Shall develop in accordance with the Preliminary Site Plan shown in Exhibit B.

Section 3. **Official Zoning Map**

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

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

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

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**

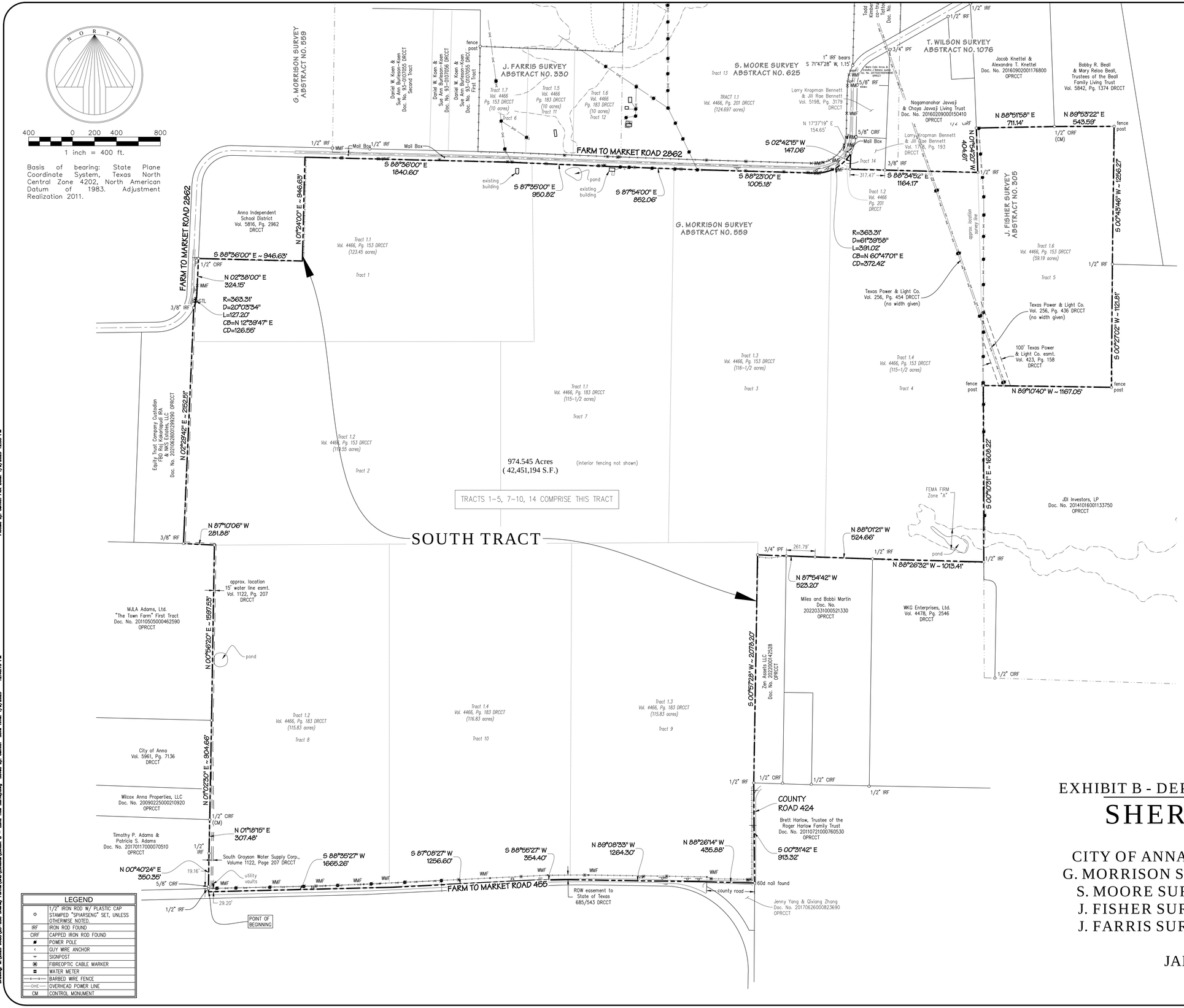
This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

**PASSED** by the City Council of the City of Anna, Texas this 25th day of February 2025.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Pete Cain, Mayor




| 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 |
| ◉ | FIBREOPTIC CABLE MARKER |
| ◙ | WATER METER |
| —x—x— | BARBED WIRE FENCE |
| —OHE— | OVERHEAD POWER LINE |
| CM | CONTROL MONUMENT |

Location Map


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

CIYT OF ANNA
COLLIN COUNTY, TEXAS

Sherley Farms

| Issue Dates: |
|---|
| 1/29/24 |

| Revisions | Date |
|---|---|
| Title objection letter addressed | 4/4/24 |
| new commitment issued | 4/25/24 |
| boundary revised | 10/8/24 |

Scale: 1" = 400'
Drawn By: ED
Checked By: DKB
Sheet 1 of 3
JOB # 23-288

EXHIBIT B - DEPICTION OF THE PROPERTY

# SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559
S. MOORE SURVEY ~ ABSTRACT NO. 625
J. FISHER SURVEY ~ ABSTRACT NO. 305
J. FARRIS SURVEY ~ ABSTRACT NO. 330

JANUARY OF 2025


Drawing: G:\2023 JOBS\23-288 Sherley Farms\CAD\Exhibits\Exhibit B - Land Title Survey.dwg Saved By: csmith Save Time: 1/9/2025 12:48:15 PM Plotted by: csmith Plot Date: 1/9/2025 12:55 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 point in Farm to Market Road 455, a variable width public right-of-way, being the recognized southwest corner of a right-of-way easement to the State of Texas, recorded in Volume 685, Page 543 DRCCT, from which a 1/2" iron rod found 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), bears N 00°40'24" E, 29.20 feet;

THENCE N 00°40'24" E, through said right-of-way, passing at 29.20 feet said 1/2" iron rod found, and continuing 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 350.35 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°26'14" W, 435.88 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, being the southeast corner of said right-of-way easement;

THENCE into and through said right-of-way, along the south line of said easement, the following:

N 89°08'33" W, 1264.30 feet;

S 88°55'27" W, 354.40 feet;

S 87°08'27" W, 1256.60 feet;

And S 88°35'27" W, 1665.26 feet to the POINT OF BEGINNING with the subject tract containing 42,451,194 square feet or 974.545 acres of land.

### SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

First American Title Insurance Company, G.F. No. 1002-391994-RTT, Effective 1/5/2024

| | |
|---|---|
| 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(q) | Easement to Texas Power and Light Company, recorded in Volume 423, Page 158, Real Property Records, Collin County, Texas. **AFFECTS AS SHOWN** |
| 10(r) | Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 197, Real Property Records, Collin County, Texas. **DOES NOT AFFECT** |
| 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(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 cc# 20190531000619370, Real Property Records, Collin County, Texas. **AFFECTS; UNABLE TO LOCATE** |

EXHIBIT B - DEPICTION OF THE PROPERTY

# SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559
S. MOORE SURVEY ~ ABSTRACT NO. 625
J. FISHER SURVEY ~ ABSTRACT NO. 305
J. FARRIS SURVEY ~ ABSTRACT NO. 330

JANUARY OF 2025

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website

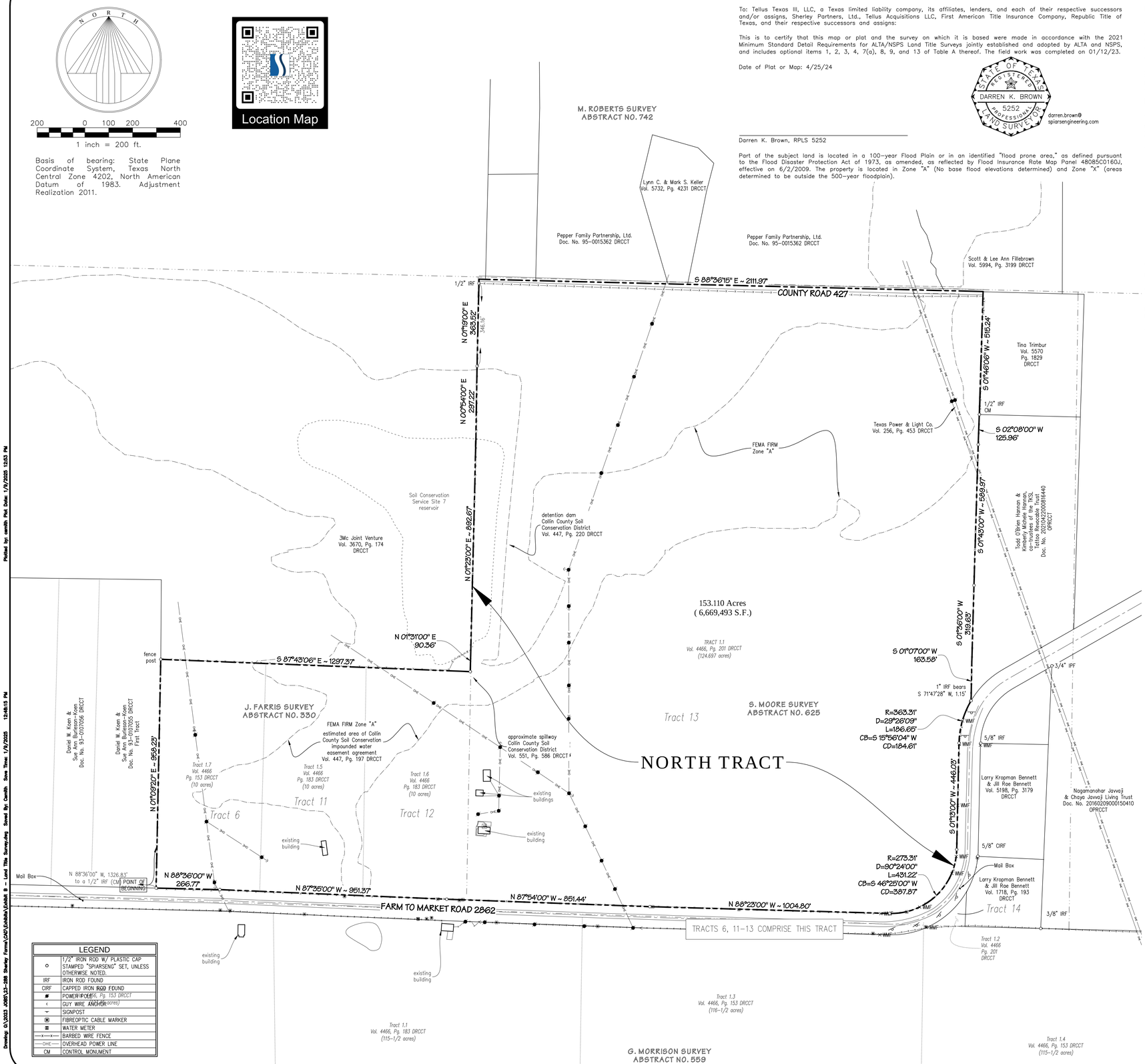
ALTA/NSPS LAND TITLE SURVEY
CITY OF ANNA
COLLIN COUNTY, TEXAS
Sherley Farms

Issue Dates:
1/29/24

| Revisions | Date |
|---|---|
| Title objection letter addressed | 4/4/24 |
| new commitment issued | 4/25/24 |
| boundary revised | 10/8/24 |

Scale:
Drawn By: ED
Checked By: DKB
Sheet 2 of 3
JOB # 23-288

Plotted by: camith Plot Date: 1/9/2025 12:54 PM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\CAD\Exhibits\Exhibit B - Land Title Survey.dwg Saved By: Camith Save Time: 1/9/2025 12:48:15 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 |
| ⍟ | FIBREOPTIC CABLE MARKER |
| ⍟ | WATER METER |
| —x—x— | BARBED WIRE FENCE |
| —OHE— | OVERHEAD POWER LINE |
| CM | CONTROL MONUMENT |

## SURVEYOR'S CERTIFICATE

To: Tellus Texas III, LLC, a Texas limited liability company, its affiliates, lenders, and each of their respective successors and/or assigns, 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 01/12/23.

Date of Plat or Map: 4/25/24

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).

## 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. 1002-391994-RTT, Effective 1/5/2024

| | |
|---|---|
| 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** |
| 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(r) | Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 197, 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. **AFFECTS AS SHOWN** |
| 10(u) | Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 586, Real Property Records, Collin County, Texas. **AFFECTS AS SHOWN** |
| 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(z) | Easement to Westminster Special Utility District, recorded in cc# 20190531000619370, Real Property Records, Collin County, Texas. **AFFECTS; UNABLE TO LOCATE** |

## EXHIBIT B - DEPICTION OF THE PROPERTY

# SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559
S. MOORE SURVEY ~ ABSTRACT NO. 625
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J. FARRIS SURVEY ~ ABSTRACT NO. 330

JANUARY OF 2025

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website

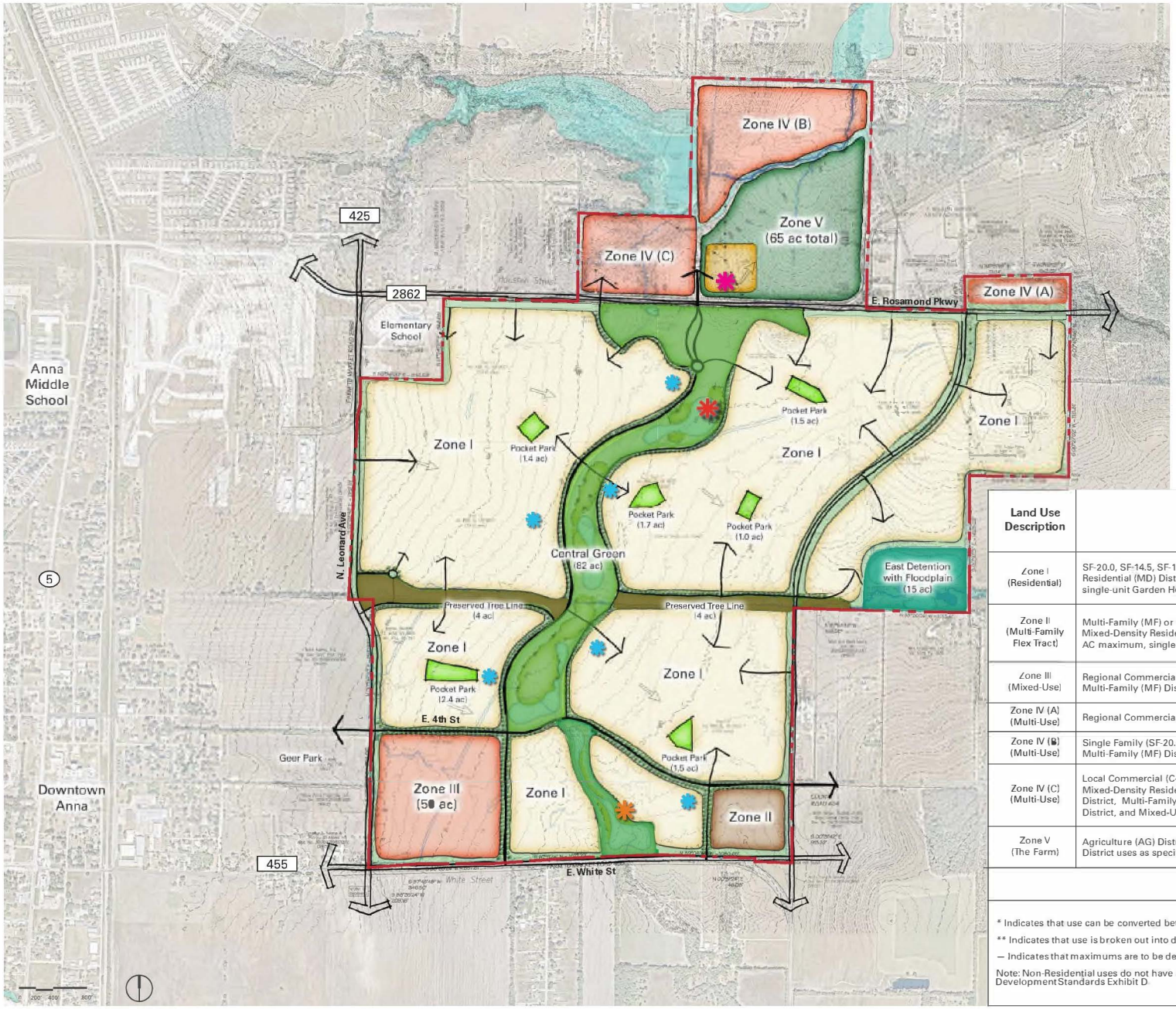
ALTA/NSPS LAND TITLE SURVEY
CITY OF ANNA
COLLIN COUNTY, TEXAS
Sherley Farms

| Revisions | Date |
|---|---|
| Title objection letter addressed | 4/4/24 |
| new commitment issued | 4/25/24 |

Issue Dates: 1/29/24

Scale: 1" = 200'
Drawn By: ED
Checked By: DKB
Sheet 3 of 3
JOB # 23-288

Drawing: G:\2023 JOBS\23-288 Sherley Farms\CAD\Exhibits\Exhibit B - Land Title Survey.dwg Saved By: DarrenB Save Time: 1/9/2025 12:48:15 PM Plotted by: darrenb Plot Date: 1/9/2025 12:53 PM




| 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

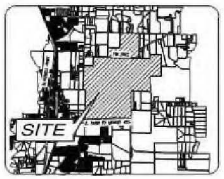
| Land Use Description | Zoning Classification | Maximums | |
|---|---|---|---|
| | | Single-Family (SF) DUs | Multi-Family (MF) DUs |
| Zone I (Residential) | SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 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 A - ILLUSTRATIVE LAYOUT

# SHERLEY FARMS

## PD25-0001

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

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

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

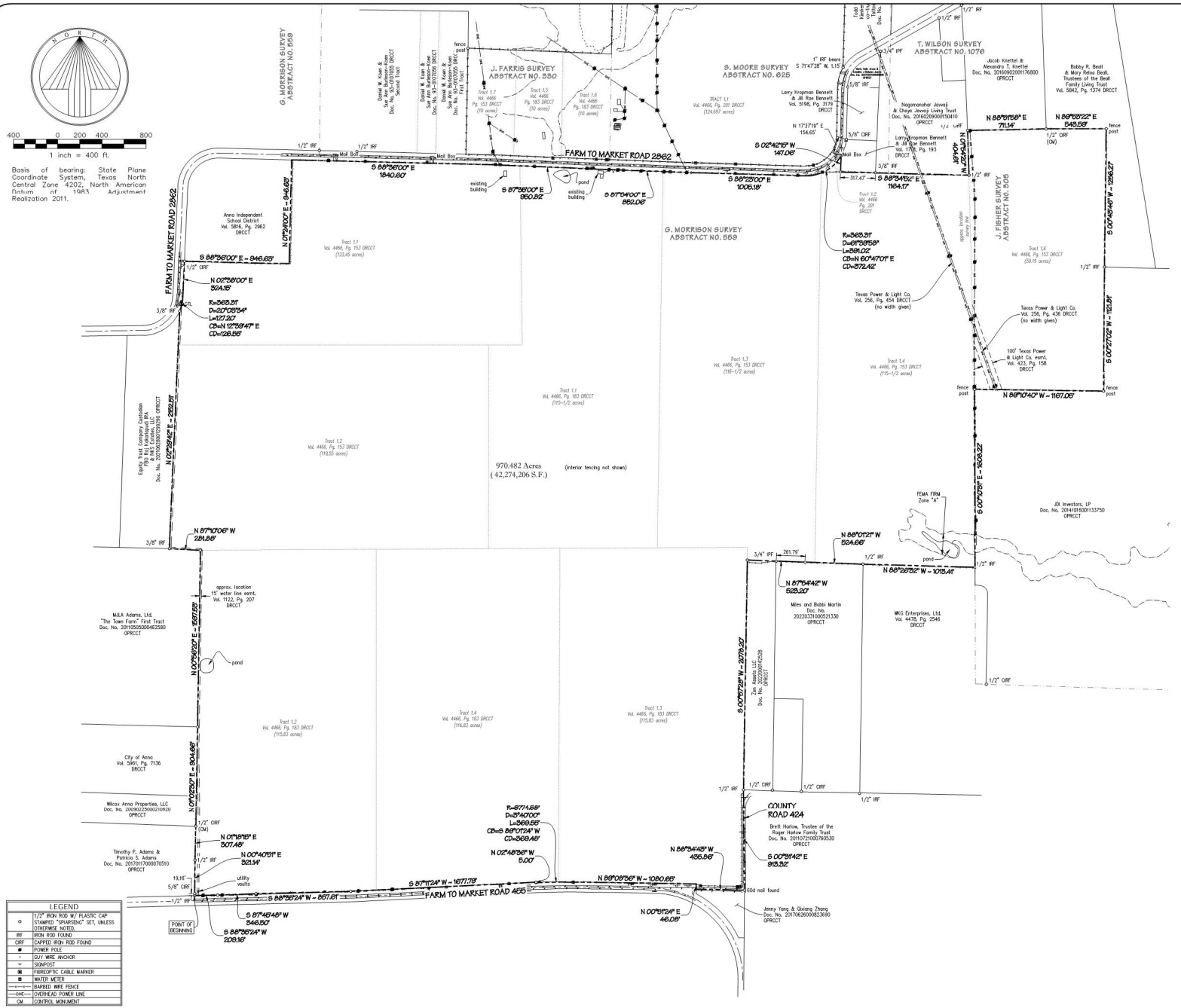
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

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




Location Map

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

Plotted by: jacobknettel Plot Date: 3/14/2024 8:58 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: jacobknettel Save Time: 3/14/2024 8:58:27 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(a) | 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 153, 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 cc# 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
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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:

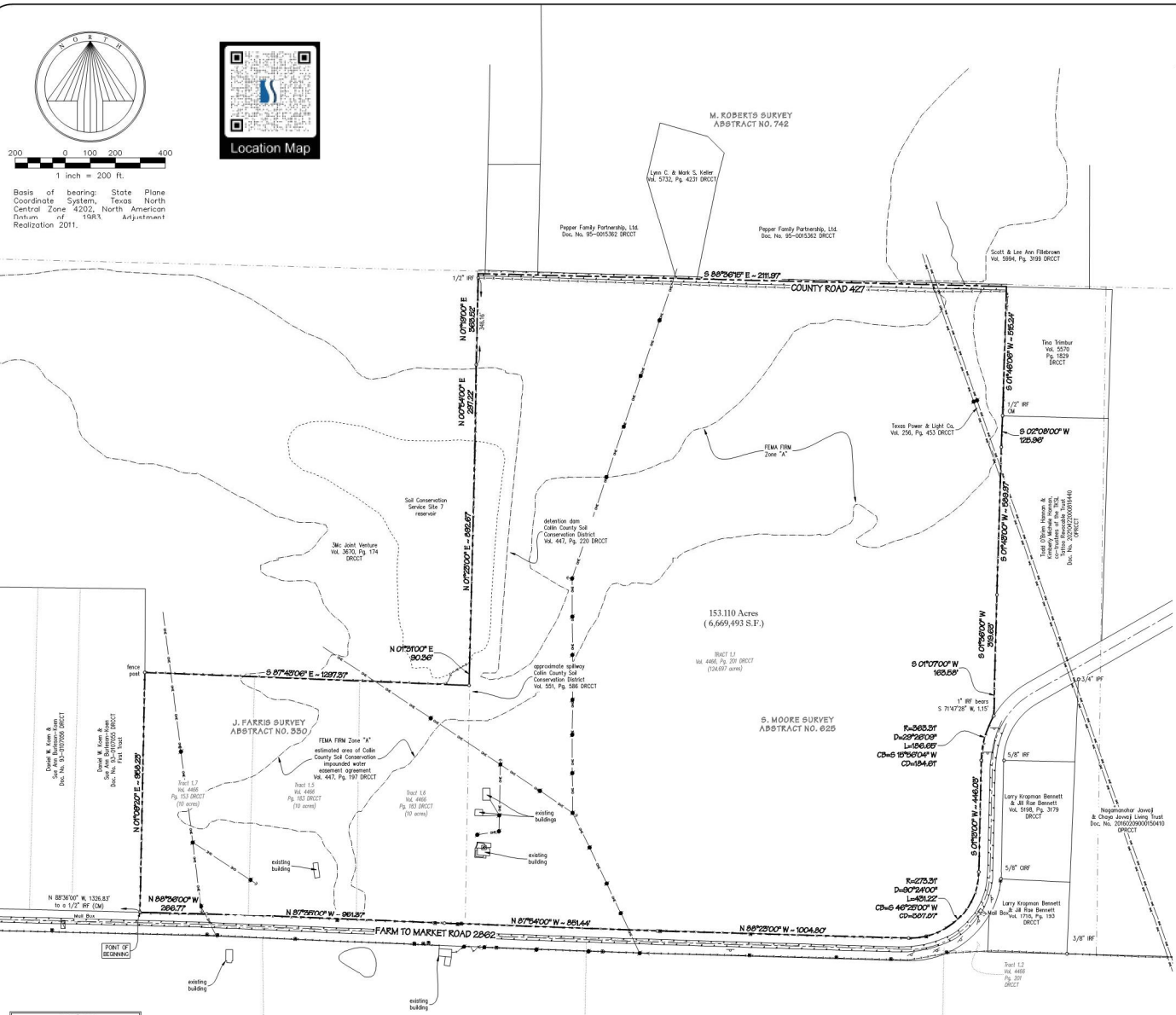
Drawn By: ED

Checked By: DKB

Sheet 2 of 2

JOB # 23-288

Plotted by: jacobed Plot Date: 3/14/2024 10:03 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: jacobed Save Time: 3/9/2024 2:58:27 PM




LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED. |
| IRF | IRON ROD FOUND |
| CRF | CAPPED IRON ROD FOUND |
| ● | POWER POLE |
| ⊣ | GUY WIRE ANCHOR |
| ⊸ | SIGNPOST |
| FO | FIBREOPTIC CABLE MARKER |
| W | 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. Korn and Sue Ann Burleson-Korn, 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;

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SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

First American Title Insurance Company, G.F. No. 1002-391994-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 |
| 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(r) | Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 197, 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. AFFECTS AS SHOWN |
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| 10(z) | Easement to Westminster Special Utility District, recorded in coll 20190531000619370, Real Property Records, Collin County, Texas. AFFECTS; UNABLE TO LOCATE |

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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 01/12/23.

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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TBPELS No. F-2121 and No. F-10043100 • www.spiarseng.com

website

# ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

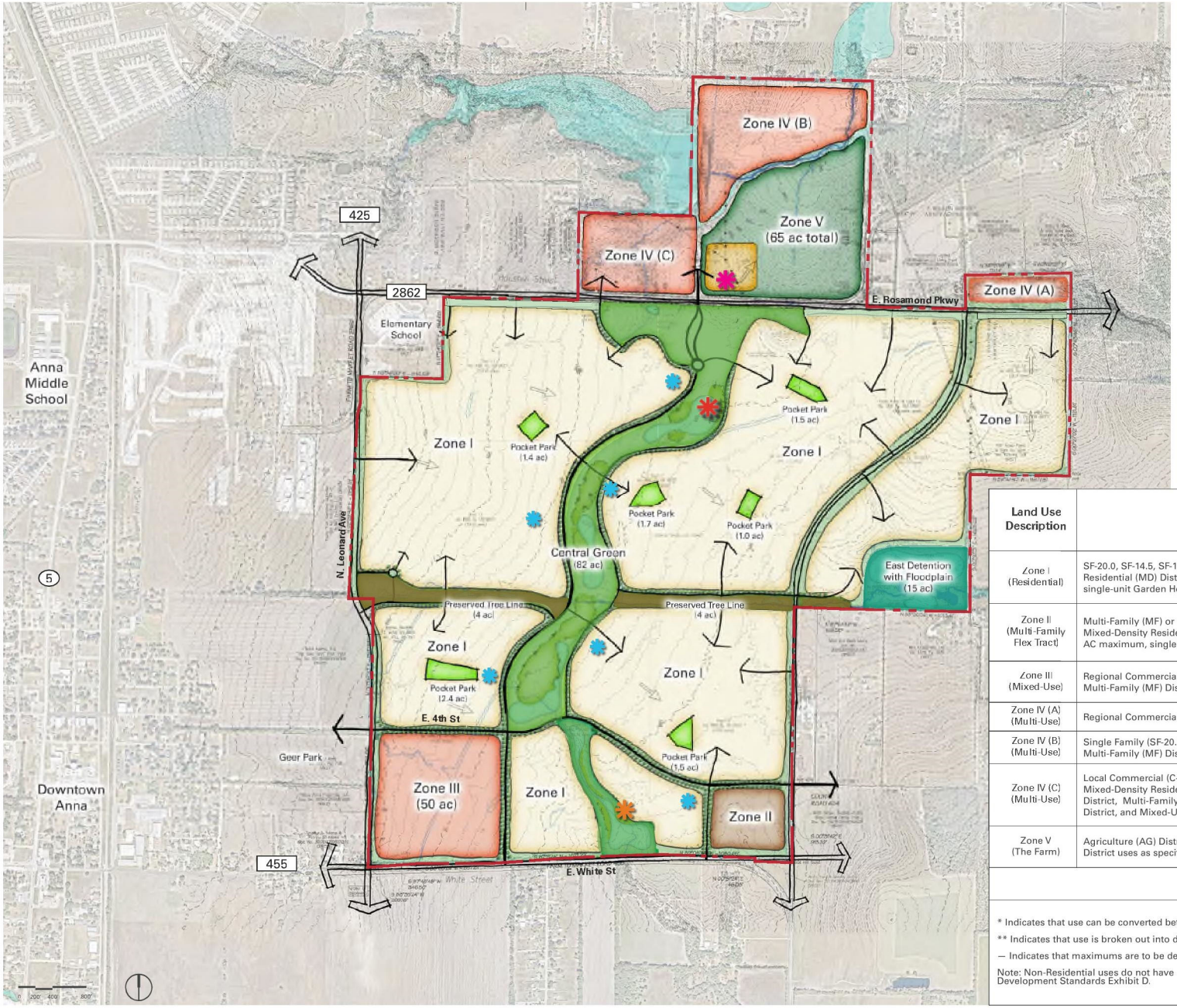
| Issue Dates: | Date | Revisions |
|---|---|---|
| 1/29/24 | | |

Scale: 1" = 200'
Drawn By: ED
Checked By: DKB
Sheet 1 of 1
JOB # 23-288

Plotted by: justined Plot Date: 3/14/2024 10:08 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: justined Save Time: 3/6/2024 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

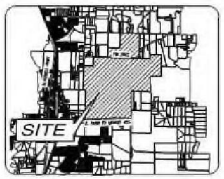
| Land Use Description | Zoning Classification | Maximums | |
|---|---|---|---|
| | | Single-Family (SF) DUs | Multi-Family (MF) DUs |
| Zone I (Residential) | SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 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

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## 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<br>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<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Type H (40 Foot SF) |
|---|

| Lot Requirements | | |
|---|---|---|
| A | Lot Area ~~(min.)~~ | 4,500 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Type I (Single-Family Attached – single DU on single lot) | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 2,200 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Two-Family (single DU on single lot) | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 4,400 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Type J (Garden Homes – single DU on single lot) | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 3,300 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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

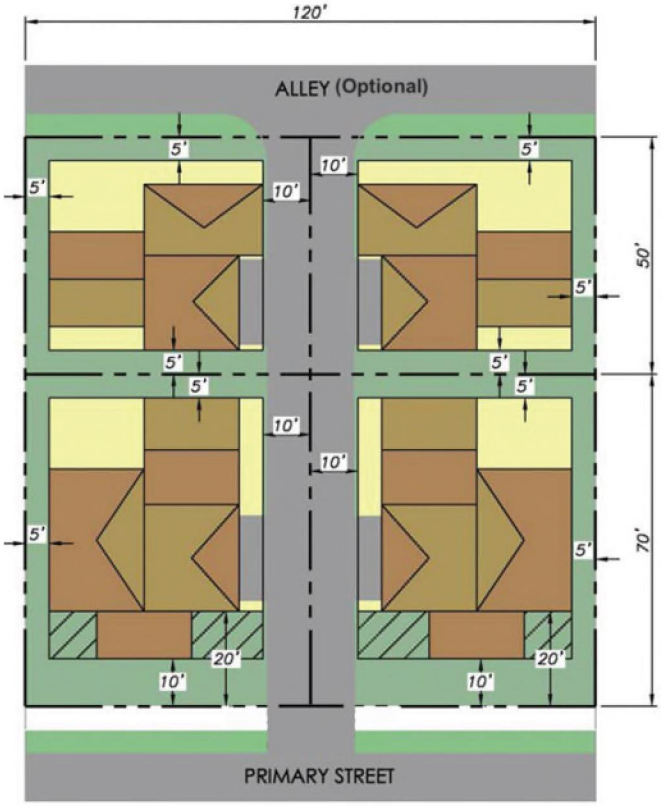
### Sec. 9.04.081 Land Use Terms

**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**:

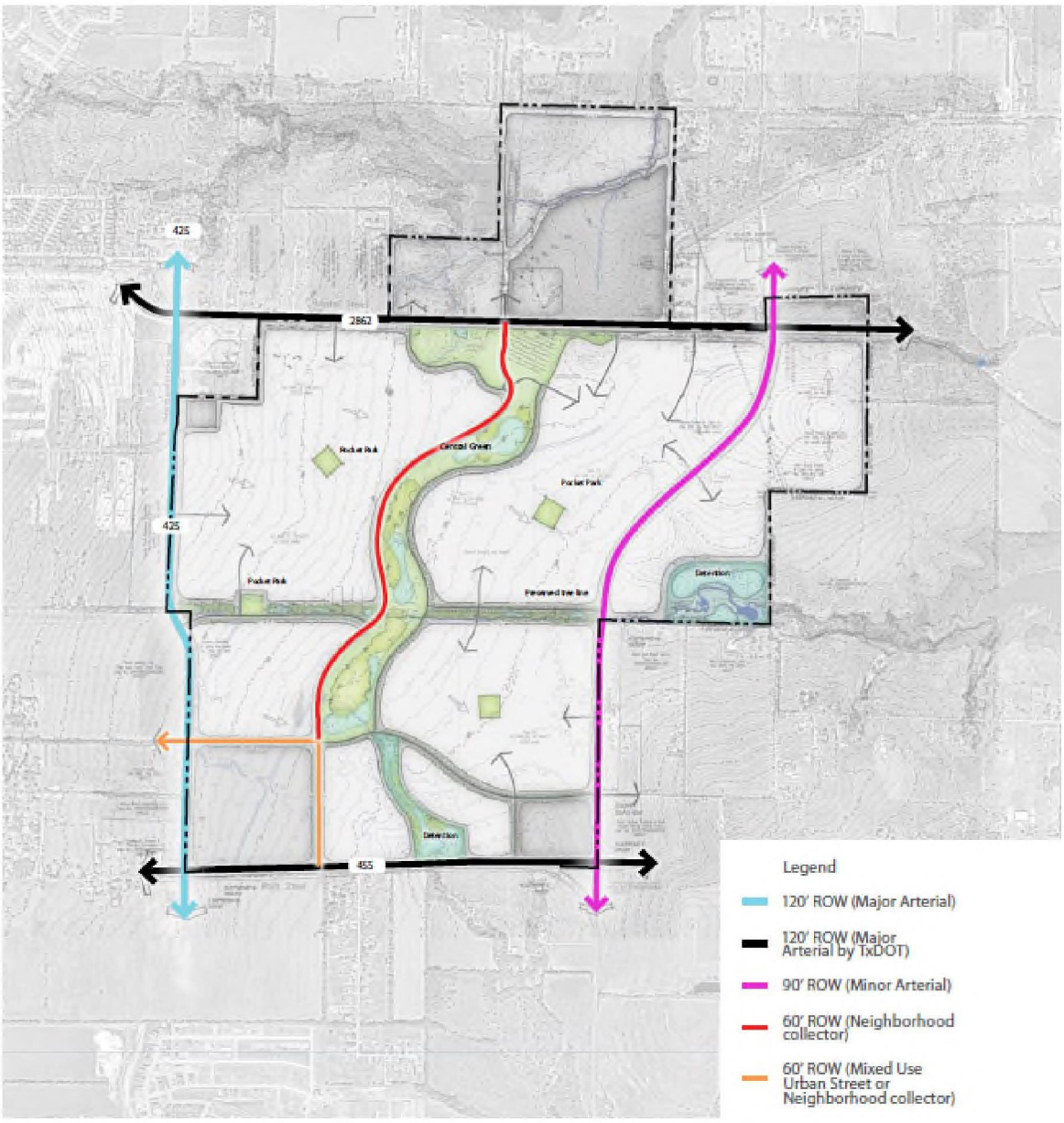
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

**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

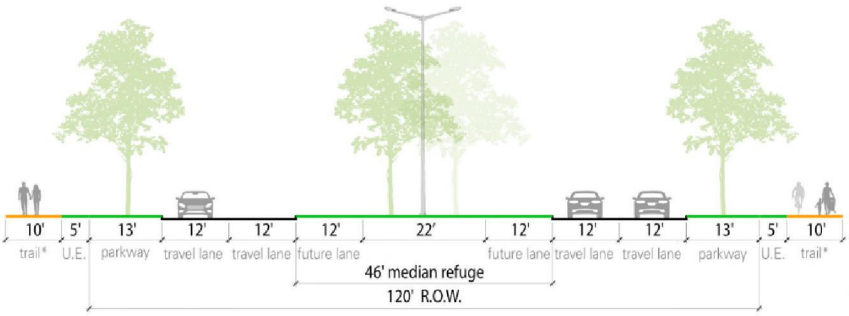
street section map

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

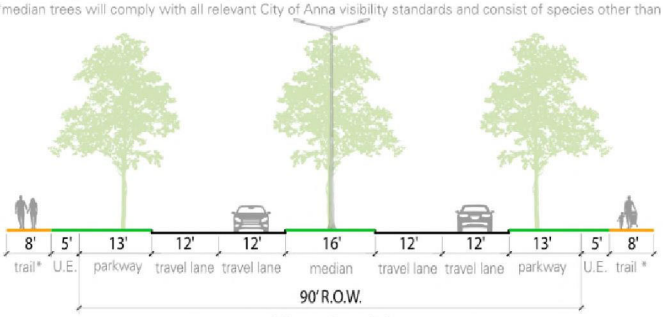
[214] 744 0757 tbgpartners.com

0 800' 1600'



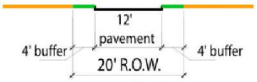

## Major Arterial

*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.

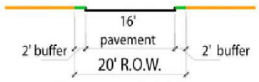



## Minor Arterial

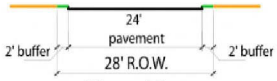
*entire landscape buffer to be dedicated for public trail access easement
*median trees will comply with all relevant City of Anna visibility standards and consist of species other than Oak.



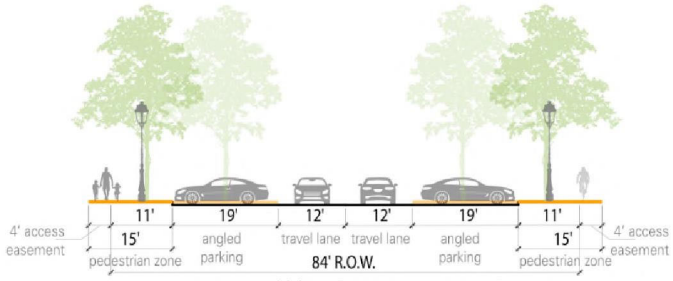

## Residential Alley




## Commercial Alley

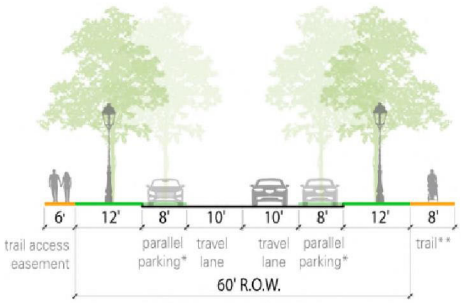



## Mews Alley

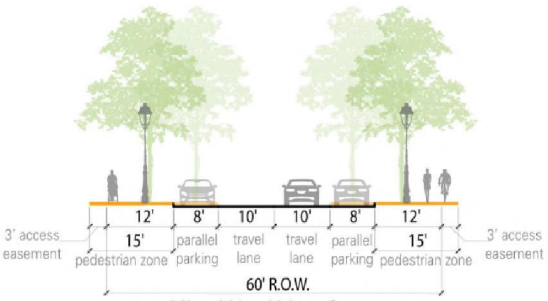



## Urban Avenue*

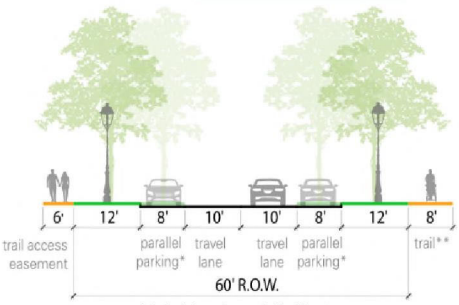
*allowable section for this development, location to be determined at preliminary plan stage*




## Neighborhood Collector




## Mixed Use Urban Street

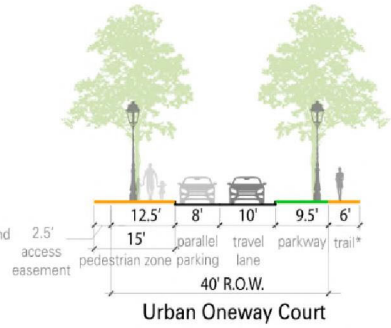



## Neighborhood Collector

*stripe dedicated parallel parking lane, curb bulb out at intersection of residential street
**trail on park side of road can meander

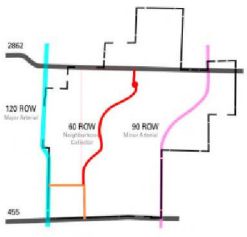



## Neighborhood Street




## Urban Oneway Court

*trail on urban park/plaza side of road can meander




TBG

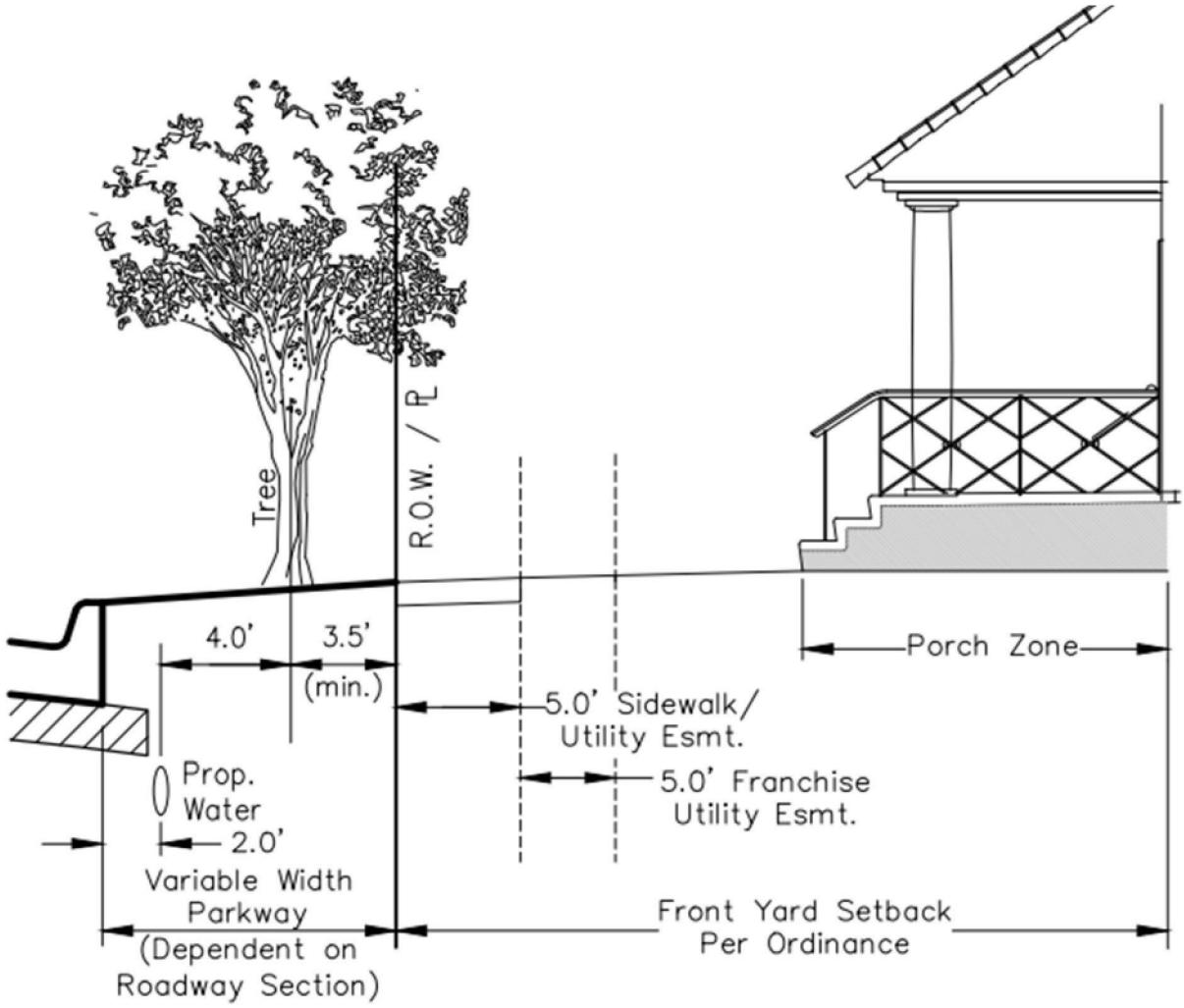
sherley farms

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.

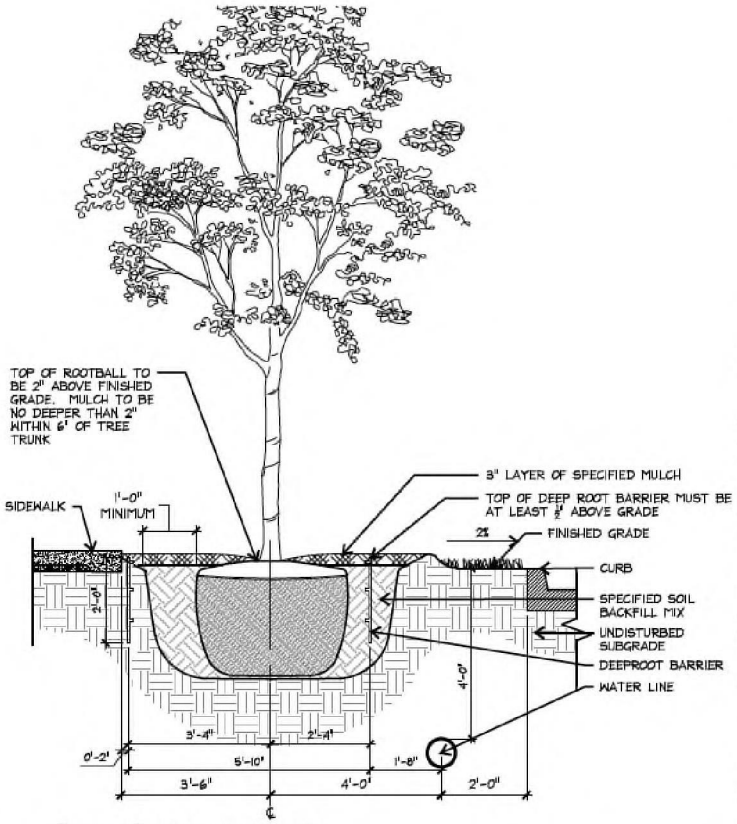
## STREET TREE LAYOUT DETAIL

(N.T.S.)

PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING

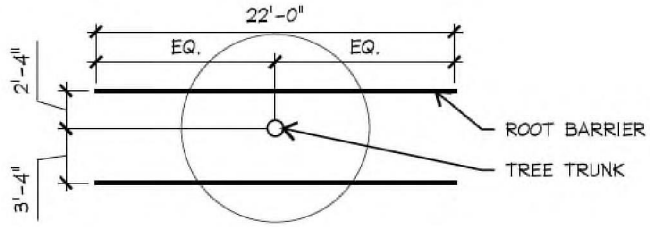
Drawing: G:\2023 JOBS\23-288 Shirley Farms\CAD\Misc\23-288 Street Tree Layout Detail.dwg Saved By: jvargas Save Time: 10/7/2024 10:28:16 AM Plotted by: jvargas Plot Date: 10/7/2024 10:28 AM




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<br>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** |

SPIARS
ENGINEERING & SURVEYING

# 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.

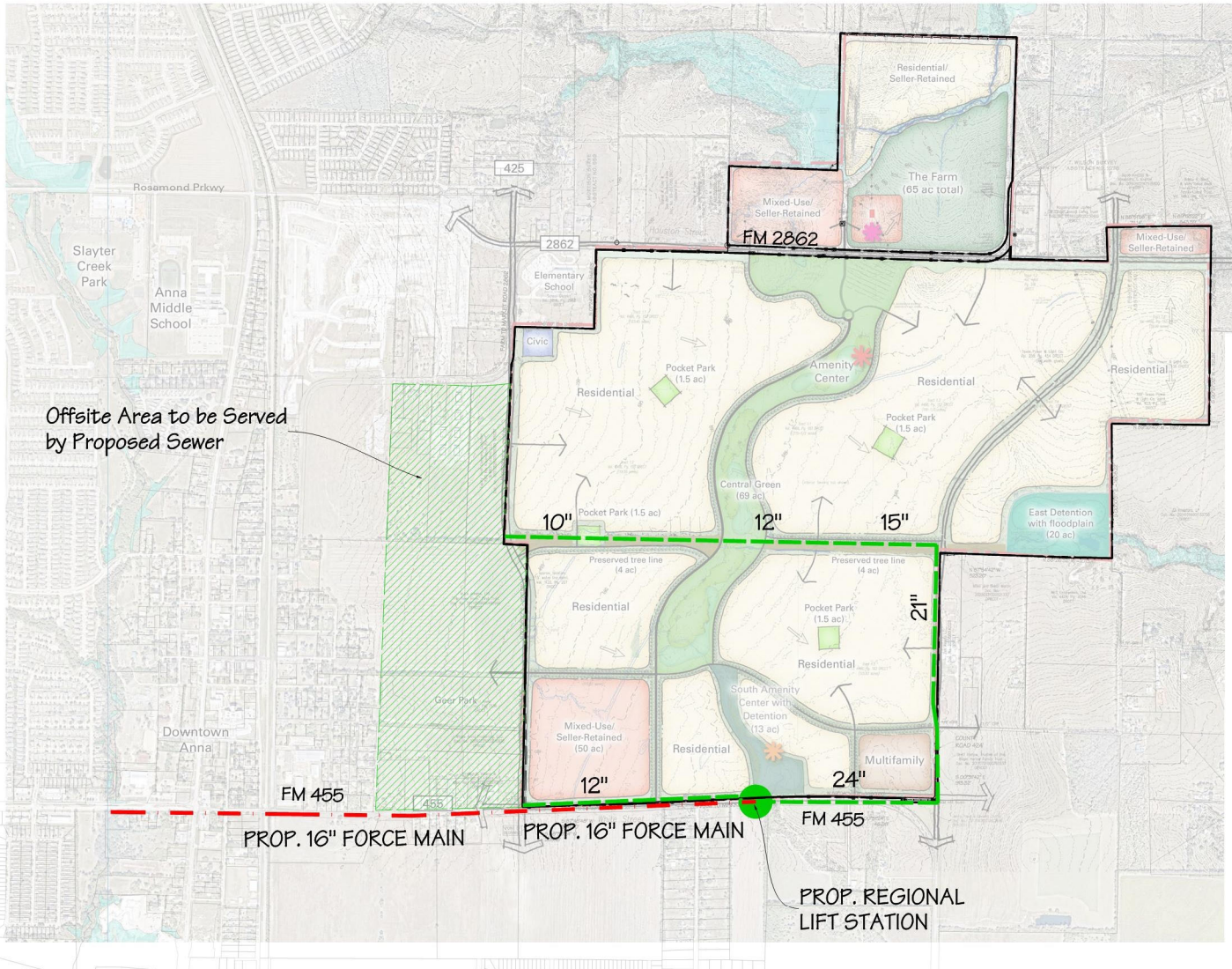
9. Assumes no decelaration lanes will be required.

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

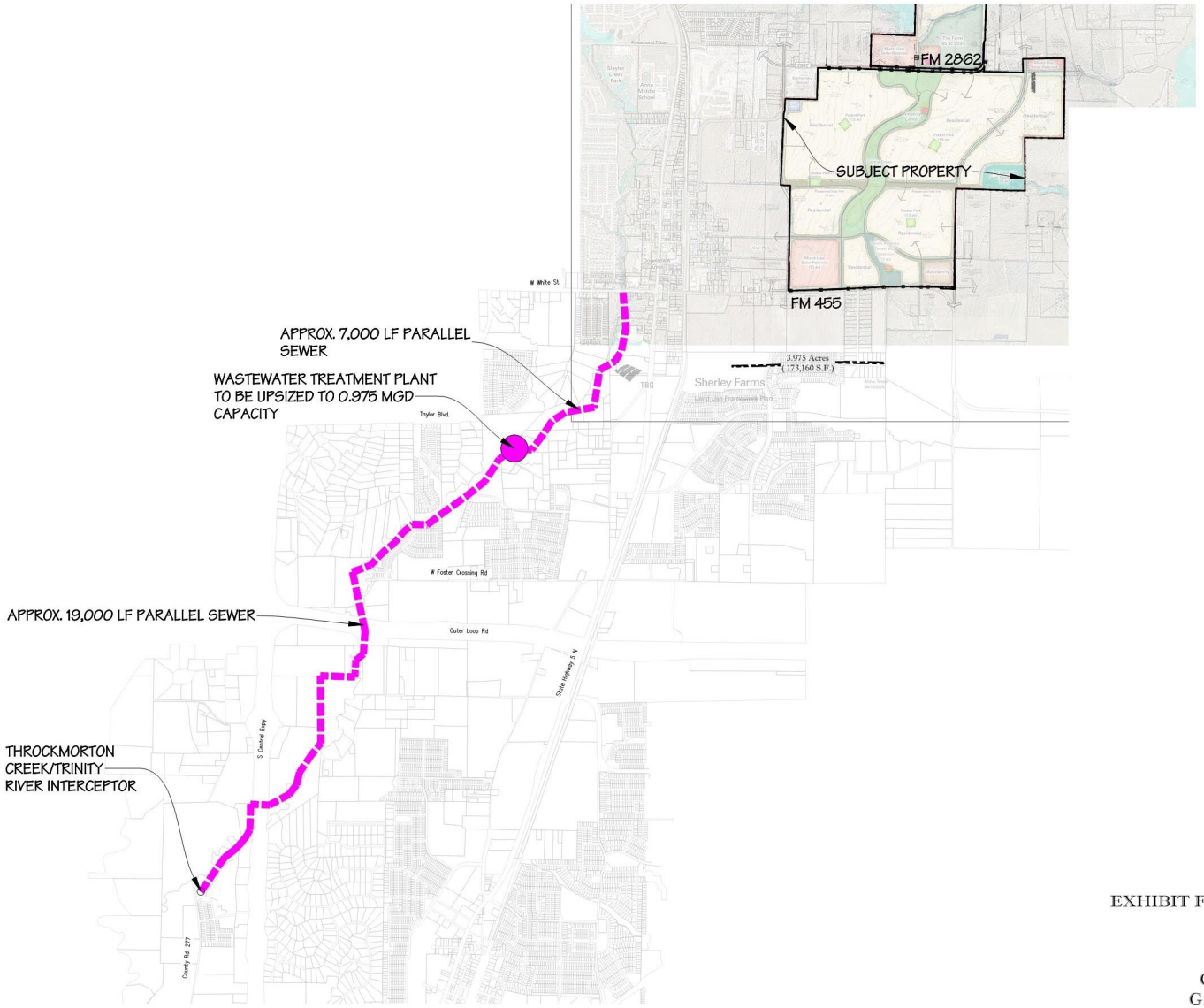
CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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

# Exhibit F-2

# City Constructed Sewer Improvements




N
W E
S

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

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

# Exhibit F-3

# Sewer Improvements Schedule

# EXHIBIT F-3
# SEWER IMPROVEMENTS SCHEDULE

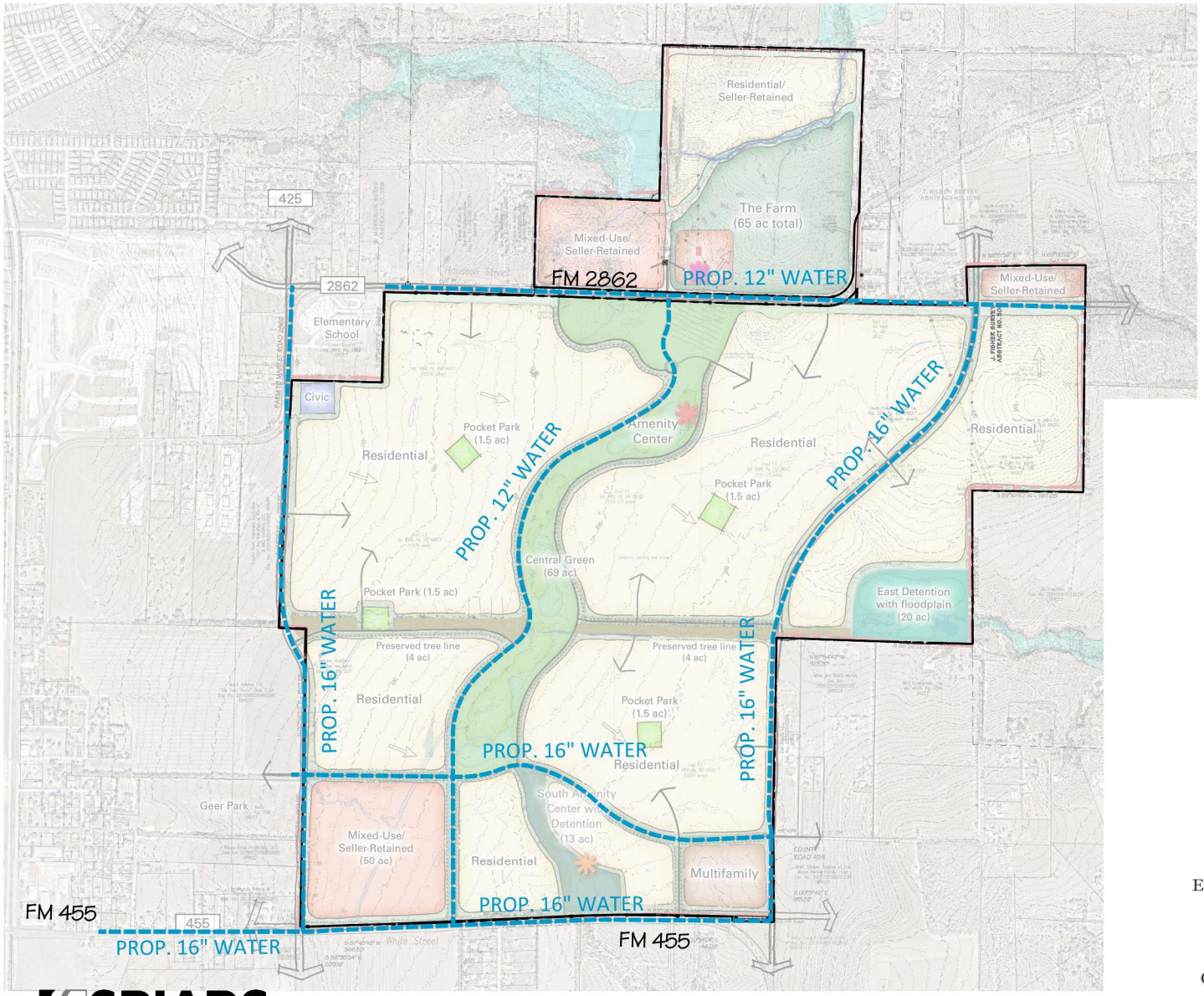
| Construction Phase | Segment/Part | Facility Classification | Description | Cost Responsibility *(Design, Construction, Easement Acquisition, and Construction Management)* | Construction Funding | Timing | Equivalent Dwelling Units (EDUs) Construction Completion Timing | Equivalent Dwelling Units (EDUs) 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

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

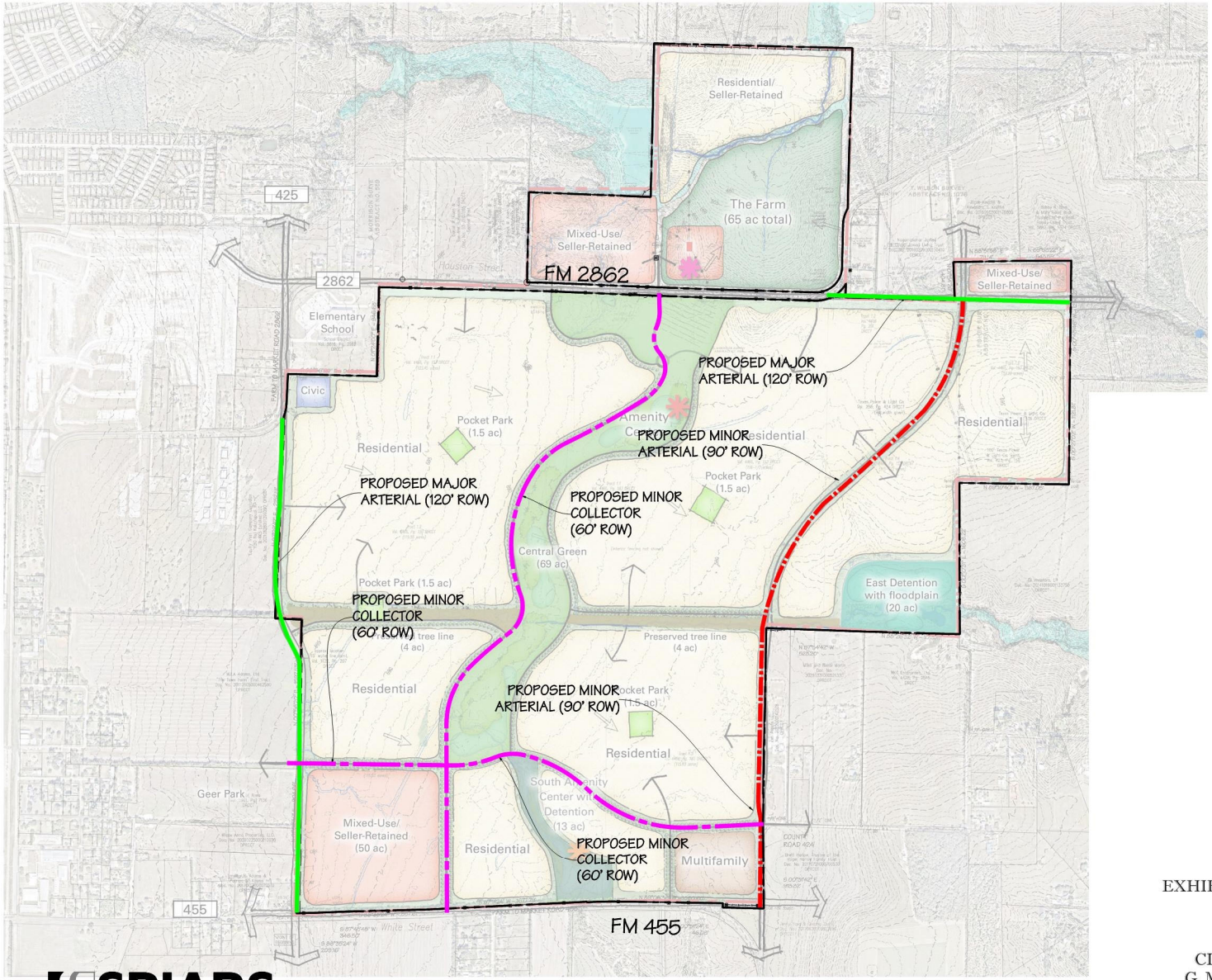
CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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

# 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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ENGINEERING & SURVEYING
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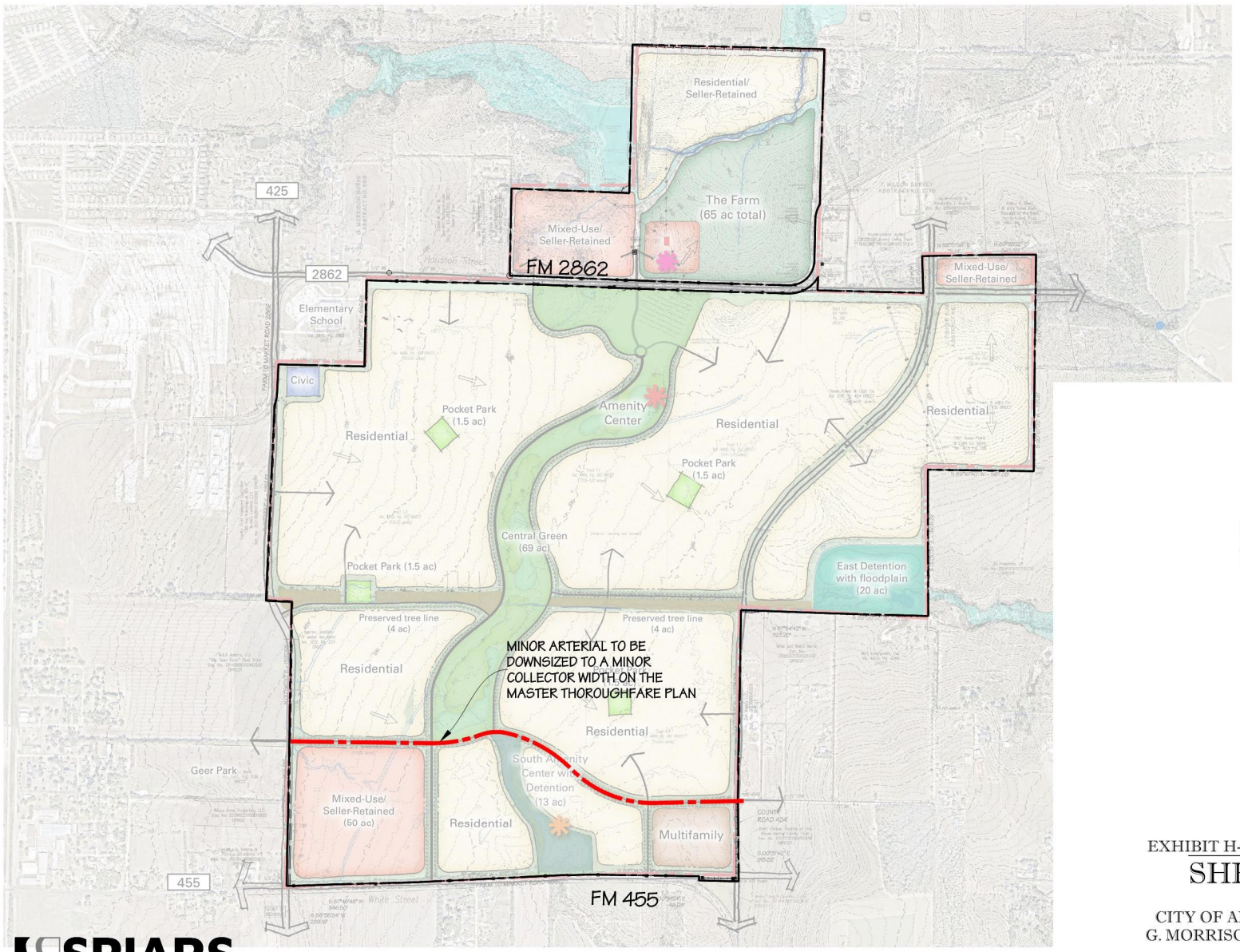
# Exhibit H-1

# 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
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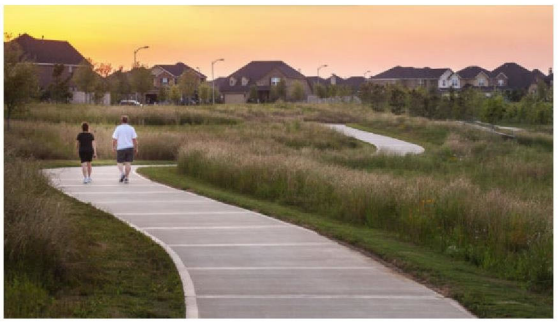
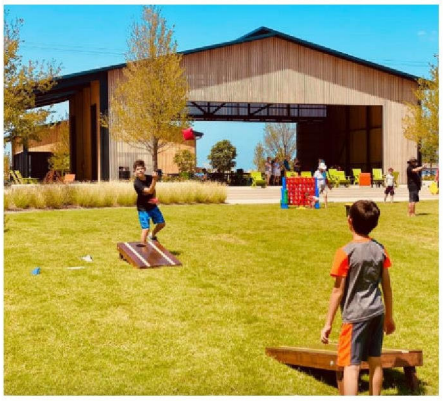
# Exhibit I

## Conceptual Amenity Depictions



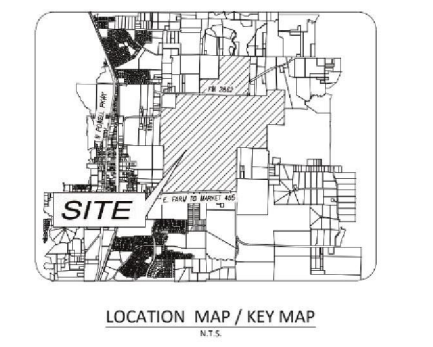
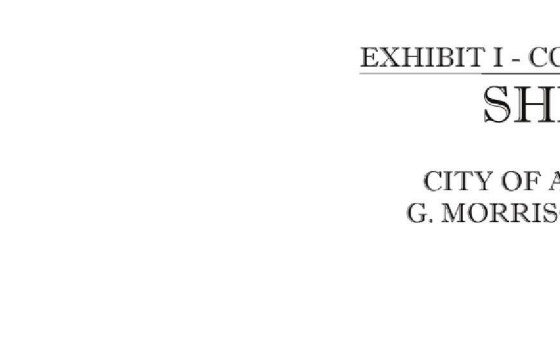
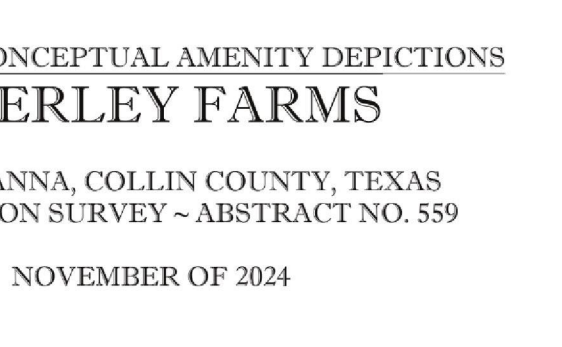












LOCATION MAP / KEY MAP
N.T.S.

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

# SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

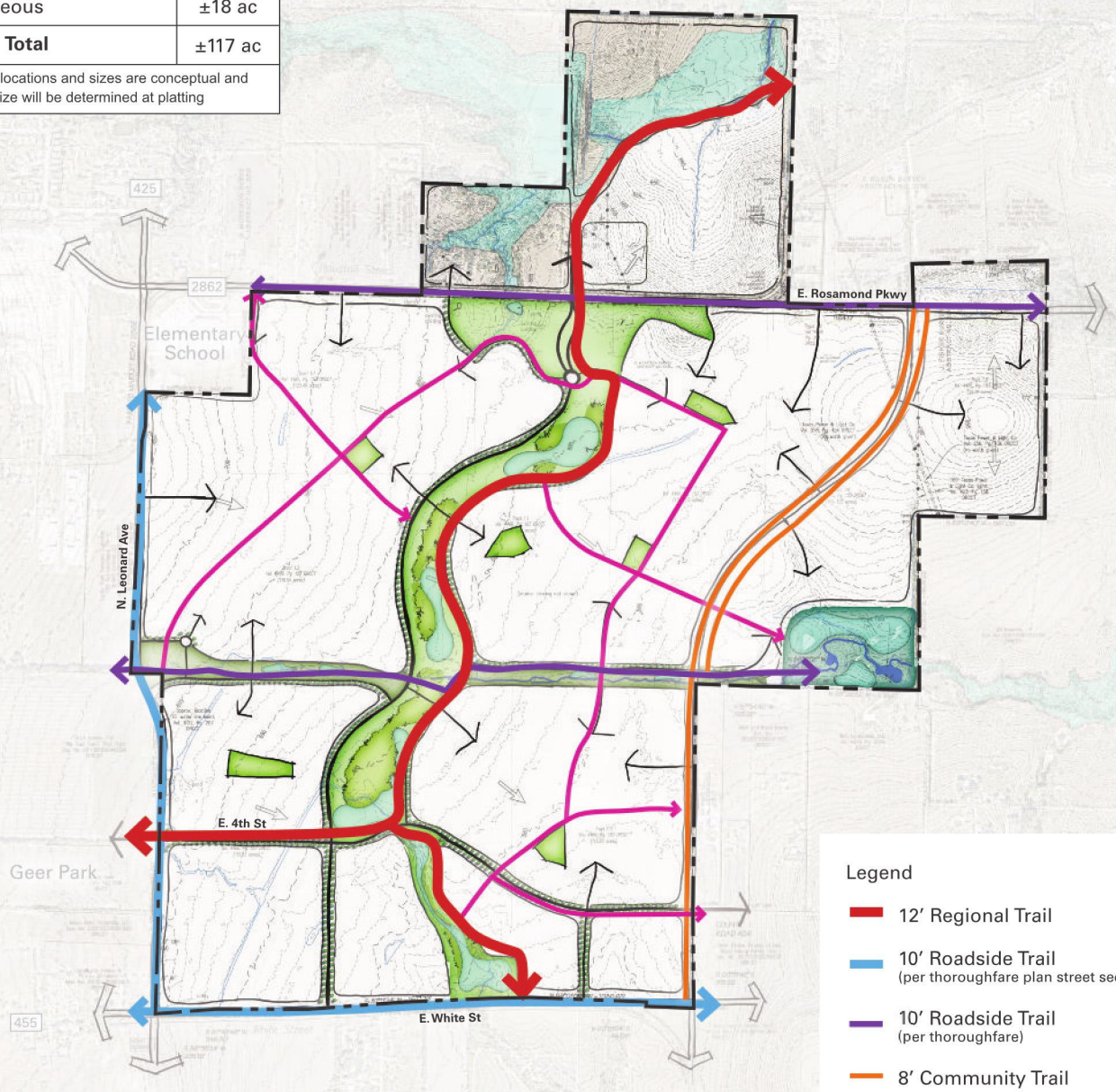
NOVEMBER OF 2024

# 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

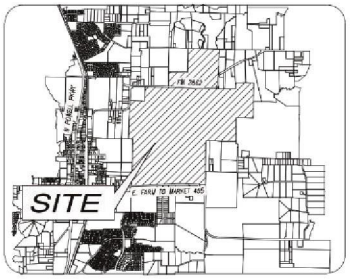



Legend

- 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** 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<br>260,000 COMM Sq Ft | |
| PID Assessment per Benefited Unit | $86,523 | $11,193 per MF Unit<br>$18.45 per COMM Sq Ft | |
| Project Funds per Benefited Unit | $71,291 | $9,246 per MF Unit<br>$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<br>$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.

**For illustration purposes only**

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

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

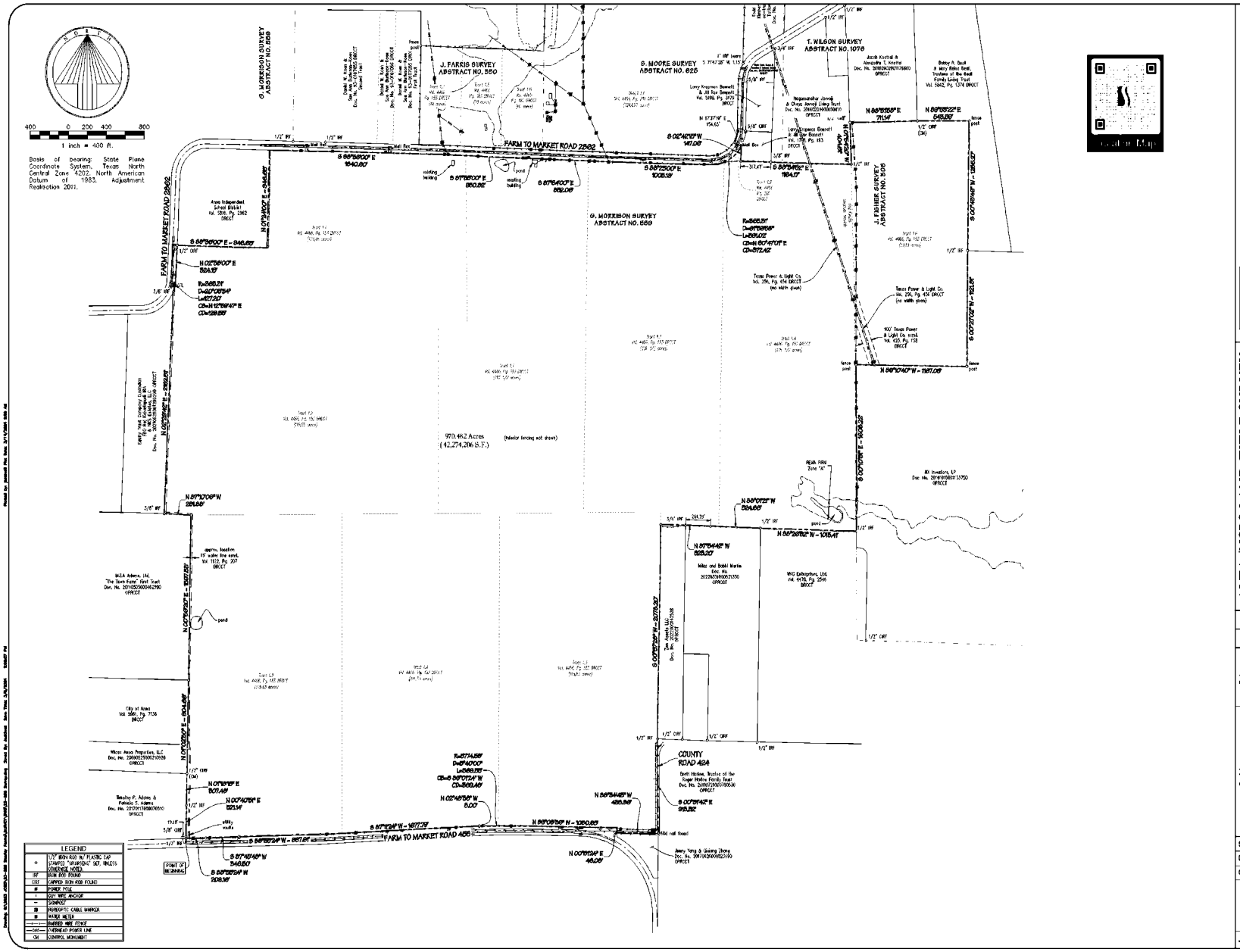
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

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 ENGINEERING & SURVEYING
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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: 1" = 400'

Drawn By: ED

Checked By: DKB

Sheet 1 of 2

JOB # 23-288

## 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 Kakaraparti IRA and NHS 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 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. 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 to Title Insurance Company G.F. No. 1002.39784-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(f) | Easement to Texas Power and Light Company, recorded in Volume 255, Page 436, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN |
| 10(g) | Easement to Texas Power and Light Company, recorded in Volume 250, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT |
| 10(h) | Easement to American Telephone and Telegraph Company, recorded in Volume 274, 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 575, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE |
| 10(j) | Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 644, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE |
| 10(k) | Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 643, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE |
| 10(l) | Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 691, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE |
| 10(m) | Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 688, 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 132, Real Property Records, Collin County, Texas. DOES NOT AFFECT |
| 10(p) | Easement to the State of Texas, recorded in Volume 410, 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 156, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN |
| 10(r) | Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. DOES NOT AFFECT |
| 10(s) | Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 286, Real Property Records, Collin County, Texas. DOES NOT AFFECT |
| 10(t) | 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(u) | Easement to the State of Texas, recorded in Volume 685, Page 943, Real Property Records, Collin County, Texas. DOES NOT AFFECT |
| 10(v) | Easement to Grayson-Collin Electric Cooperative, recorded in Volume 803, Page 158, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE |
| 10(w) | Easement to Fowth Grayson Water Supply Corp., recorded in Volume 1222, Page 287, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN |
| 10(x) | Easement to Westchester Special Utility District, recorded in roll 20190521000619370, 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.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 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.F. 2121 and No. F-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

2024 - 20240001590 39 12/23/2024 11:23 AM Page 52 of 134

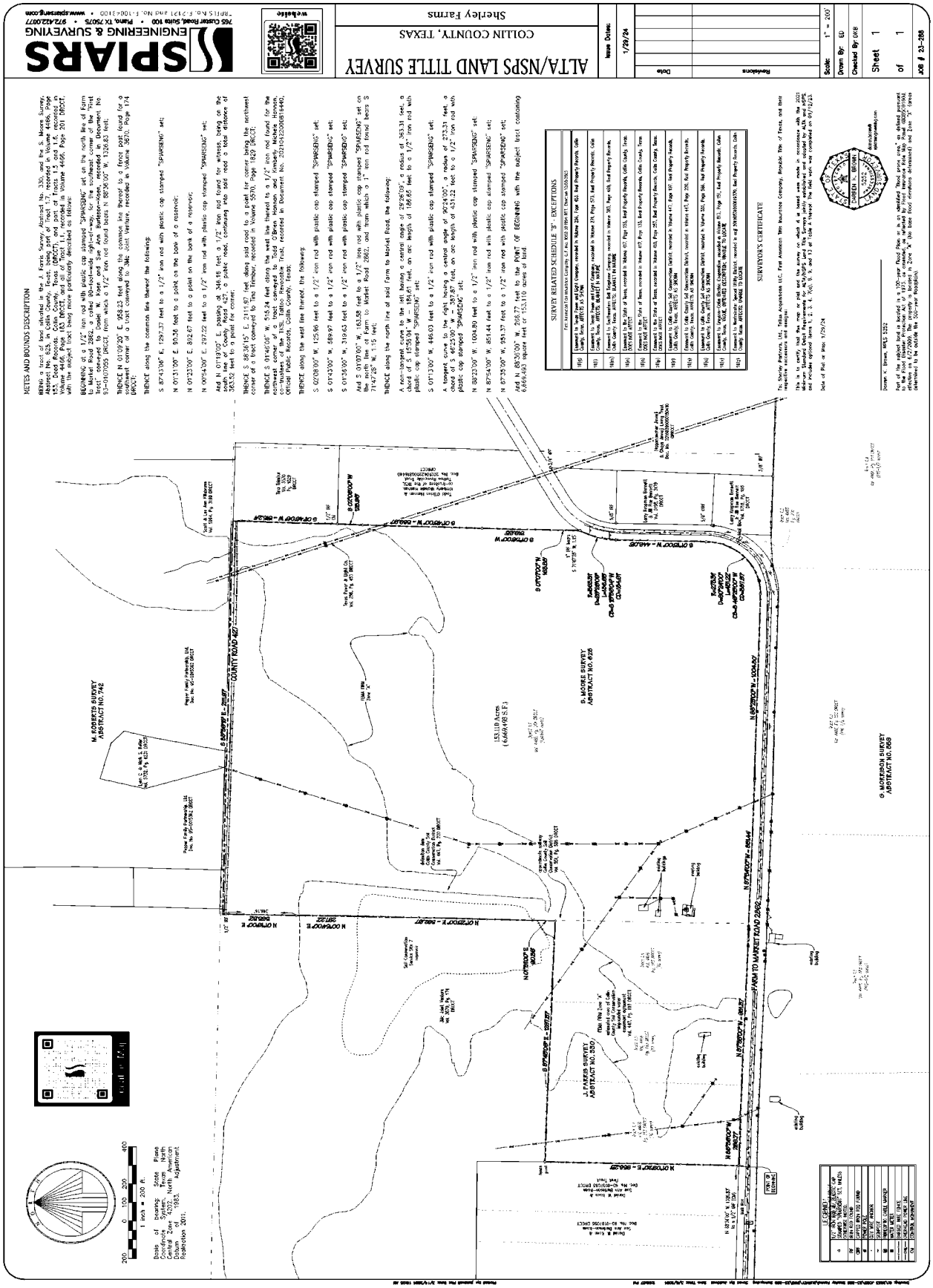
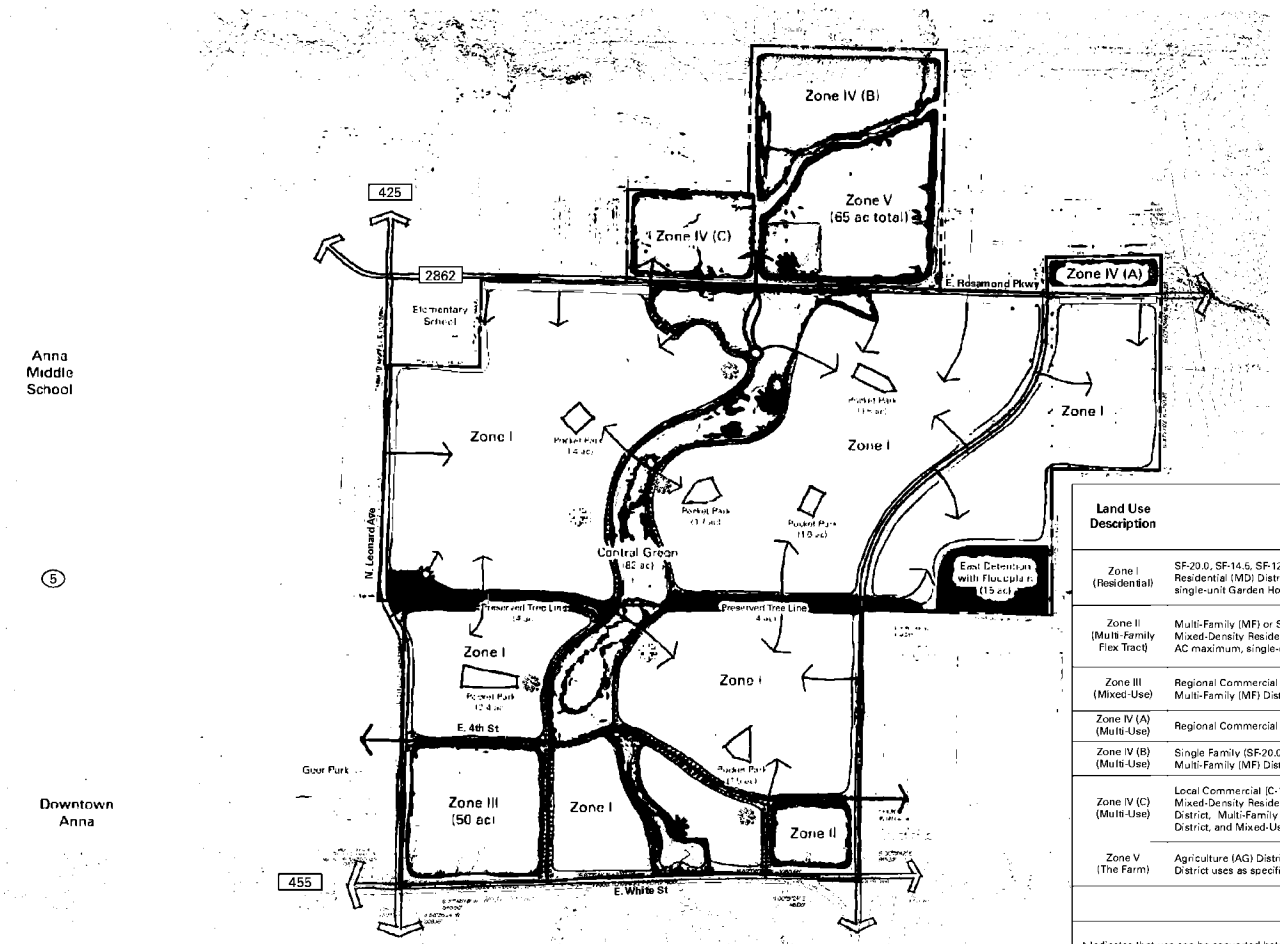

ALTA/NSPS LAND TITLE SURVEY
COLLIN COUNTY, TEXAS
Shirley Farms
SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-12121 and No. F-10064100 • www.spiarseng.com
website
Issue Dates:
1/29/24
Revisions
Date
Scale: 1" = 200'
Drawn By: ED
Checked By: DPR
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 4446, Page 201, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1-5 and 1-6, recorded in Volume 4446, Page 183 DRCCT, and all of Tract 1-1, recorded in Volume 4446, 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 southeast corner of the subject tract, same being the southwest corner of a tract conveyed to Tina Bonner, recorded in Document No. 20210523000681440, Official Public Records, Collin County, Texas (OPRCCT), from which a 1/2" iron rod found bears N 88°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°51'09" 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 south line of Farm to Market Road 2862, a public road, continuing 446.98 total a total distance of 383.52 feet to a point for corner;
THENCE S 88°36'16" E, 2111.67 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Bonner, recorded in Volume 5570, Page 1829 DRCCT;
THENCE S 01°40'08" 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 Homes and Kimberly McKenna co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210423000818440, 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, 659.97 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°34'00", a radius of 273.31 feet, a chord of S 43°30'00" W – 388.25 feet, an arc length of 43.122 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 6,656,610 square feet or 152.810 acres of land.
SURVEY RELATED SCHEDULE "B" - EXCEPTIONS
For information regarding the following items listed in Schedule B of the Title Commitment
10(a) Easement to Texas Power and Light Company, recorded in Volume 284, Page 603, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(b) Easement to Texas Power and Light Company recorded in Volume 291, Page 573, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(c) Easement to Southwestern Bell Telephone Company recorded in Volume 305, Page 468, Real Property Records, Collin County, Texas, AFFECTS, BLANKET IN NATURE
10(d) Easement to the State of Texas, recorded in Volume 1017, Page 156, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(e) Easement to the State of Texas, recorded in Volume 1017, Page 159, Real Property Records, Collin County, Texas, DOES NOT AFFECT
10(f) Easement to the State of Texas, recorded in Volume 1017, Page 161, Real Property Records, Collin County, Texas, DOES NOT AFFECT
10(g) Easement to Collin County Soil Conservation District, recorded in Volume 1017, Page 307, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(h) Easement to Collin County Soil Conservation District, recorded in Volume 1017, Page 308, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(i) Easement to Oncor Electric Delivery Company recorded in Volume 2011, Page 191, Real Property Records, Collin County, Texas, TRUE APPROXIMATE LOCATION, UNABLE TO LOCATE
10(j) Easement to Oncor Electric Delivery Company recorded in Volume 2011, Page 196, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
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 01/16/23.
Date of Plat or Map: 1/29/24
Darren K. Brown, RPLS 5252
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 shown on Flood Insurance Rate Map, Panel 48085C0190J dated June 2, 2009 (the base flood elevation determined) and Zone "X" (areas determined to be outside the 500-year floodplain).
LEGEND
Base of bearing: State Plane Coordinates, North American Datum of 1983, Central Zone 4202, Adjustment Realization 2011.
1 inch = 200 ft.
200 0 100 200 400
FARM TO MARKET ROAD 2862
COUNTY ROAD 407
M. ROBERTS SURVEY ABSTRACT NO. 742
J. FARRIS SURVEY ABSTRACT NO. 330
B. MOORE SURVEY ABSTRACT NO. 626
G. MORRISON SURVEY ABSTRACT NO. 668
153.110 Acres (6,669,795 S.F.)
POINT OF BEGINNING

**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

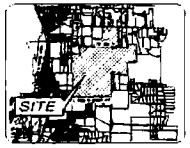
| Land Use Description | Zoning Classification | Maximums | |
|---|---|---|---|
| | | Single-Family (SF) DUs | Multi-Family (MF) DUs |
| Zone I (Residential) | SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 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

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SECTION 1. ADMINISTRATION
SECTION 2. USE CRITERIA BY ZONE
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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<br>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<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>**Type H (40 Foot SF)** |
|---|

| Lot Requirements | | |
|---|---|---|
| A | Lot Area ~~(min.)~~ | 4,500 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>**Type I (Single-Family Attached – single DU on single lot)** | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 2,200 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>**Two-Family (single DU on single lot)** | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 4,400 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>**Type J (Garden Homes – single DU on single lot)** | | |
|---|---|---|
| Lot Requirements | | |
| A | Lot Area ~~(min.)~~ | 3,300 square feet average<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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<br>Sec. 9.04.042 – Site Design Requirements<br>Sec. 9.04.043 – Parking<br>Sec. 9.04.044 – Loading<br>Sec. 9.04.045 – Landscaping | | Sec. 9.04.046 – Screening and Fencing<br>Sec. 9.04.047 – Outdoor Lighting<br>Sec. 9.04.048 – Trash<br>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

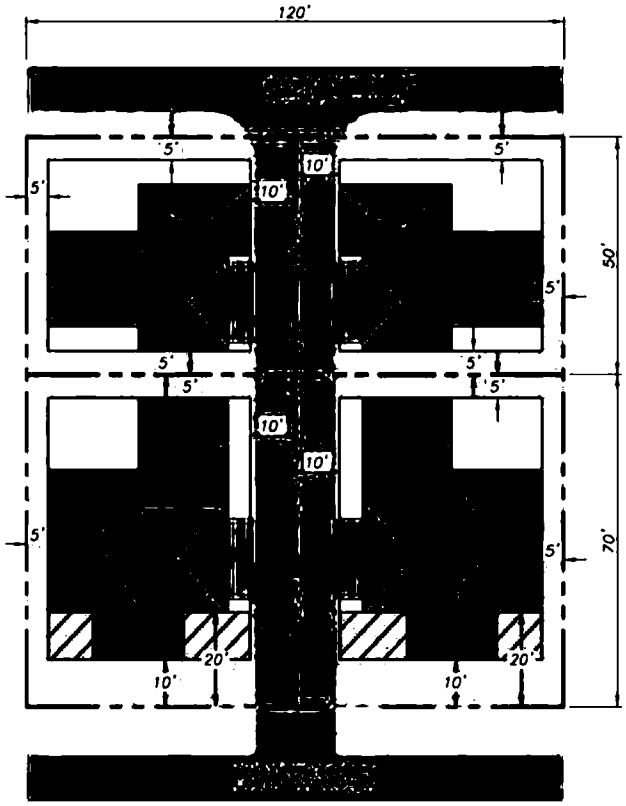
### Sec. 9.04.081 Land Use Terms

**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**:

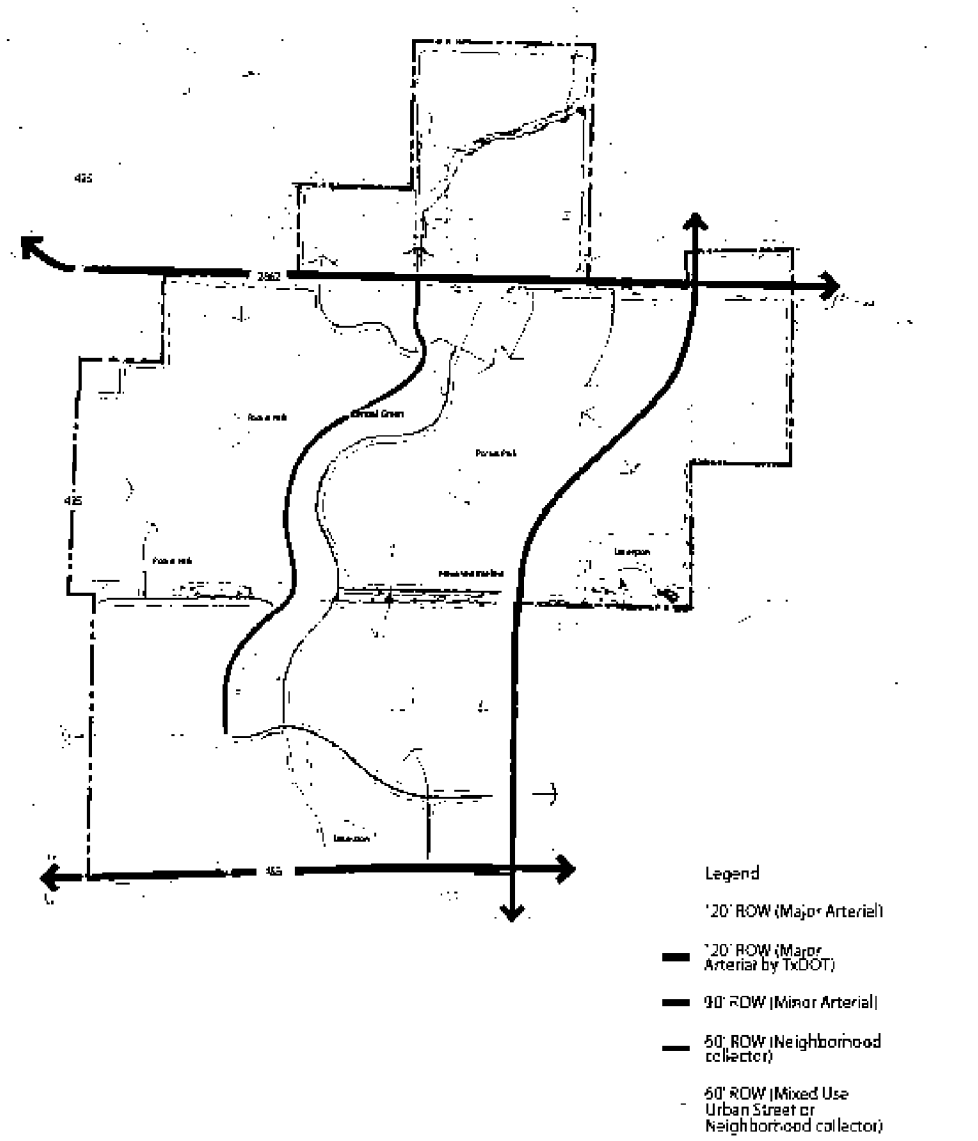
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

**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

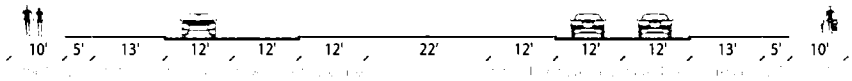
04/25/24

street section map

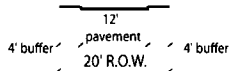
The information shown is conceptual and is subject to change as part of future construction plans and platting submittals. Street classifications and alignments are subject to future traffic studies (traffic impact analysis (TIA)).

TBG
2001 Bryan St. Suite 1450
Dallas, Texas 75201
(214) 744-0757 tbgpartners.com

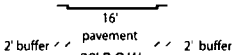
0 800' 1600'



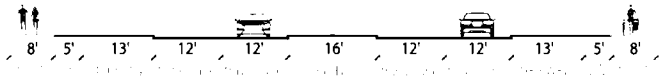

46' median refuge
120' R.O.W.
Major Arterial



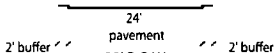

20' R.O.W.
Residential Alley



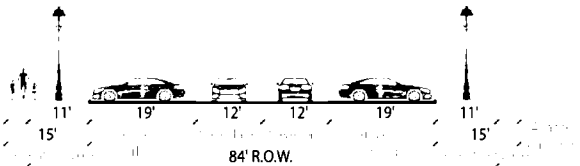

20' R.O.W.
Commercial Alley



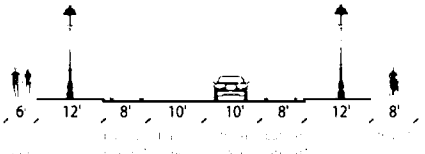

90' R.O.W.
Minor Arterial



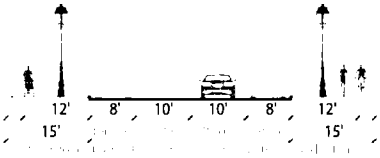

28' R.O.W.
Mews Alley



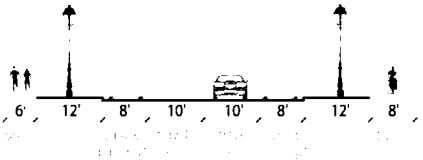

84' R.O.W.
Urban Avenue*



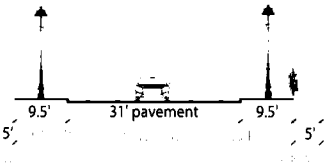

60' R.O.W.
Neighborhood Collector



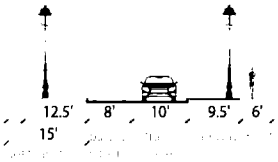

60' R.O.W.
Mixed Use Urban Street



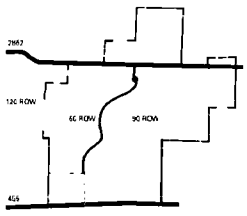

60' R.O.W.
Neighborhood Collector




50' R.O.W.
Neighborhood Street




40' R.O.W.
Urban Oneway Court

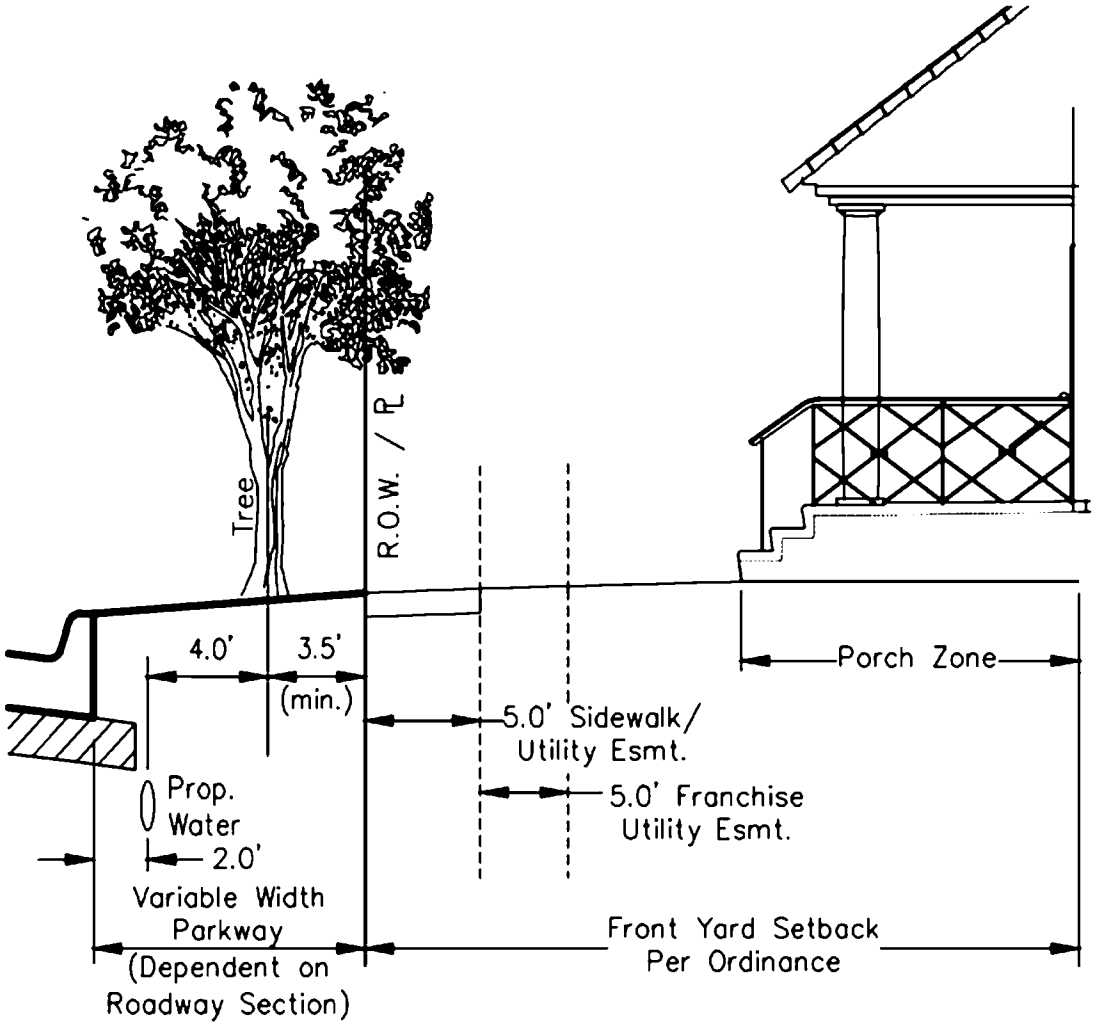



TBG sherley farms street sections

Anna, Texas
03/11/2024

0 10' 20' 40'

**B. Street Tree Details**



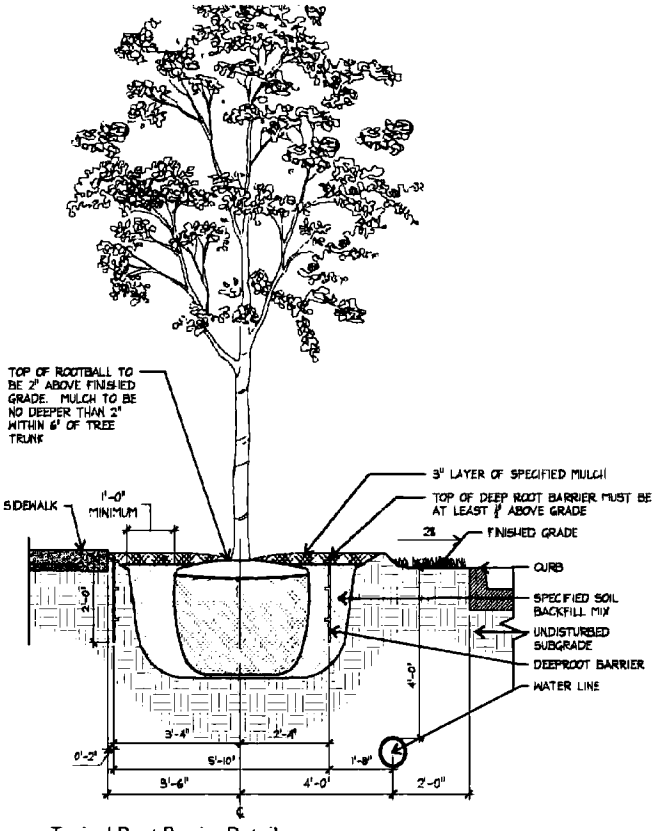

Note:
1. See typical root barrier detail for specifics on root barrier layout.
2. Street tree location shall comply with all City of Anna visibility requirements.

## STREET TREE LAYOUT DETAIL

(N.T.S.)

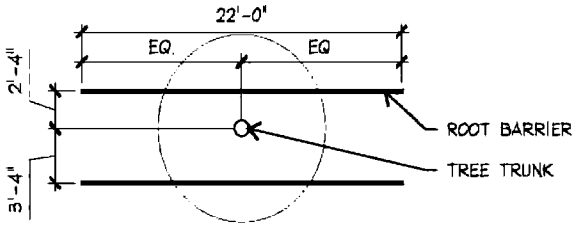
PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING




1 Typical Root Barrier Detail

PLAN/SECTION




PLAN VIEW

NOT TO SCALE

## Surround Style Planting with Deeproot Universal Barriers

When 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 corner 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. Eliminate 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 | 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<br>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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SPIARS
ENGINEERING & SURVEYING

# 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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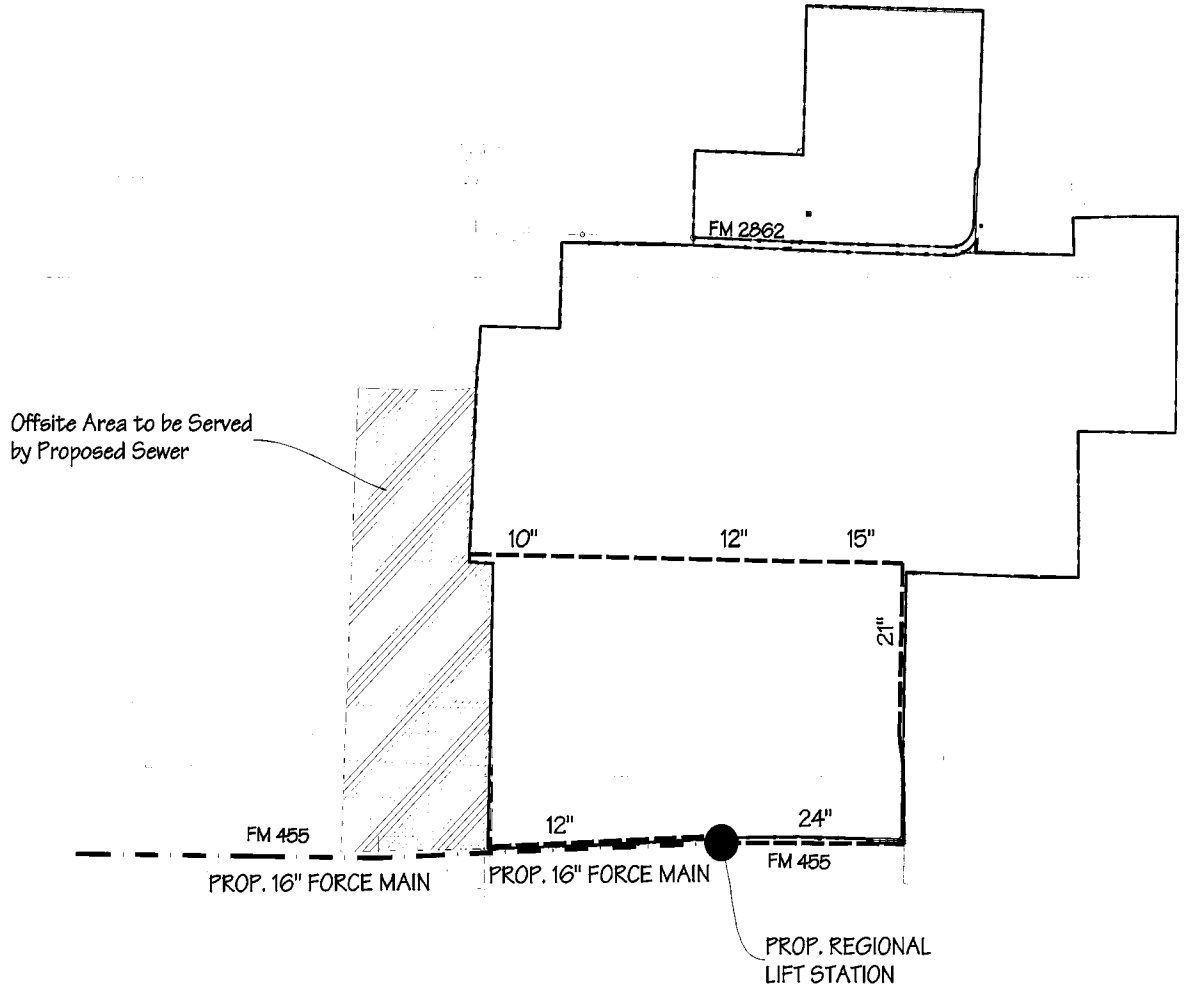





LEGEND

= 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
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

**Exhibit F-2**

**City Constructed Sewer Improvements**

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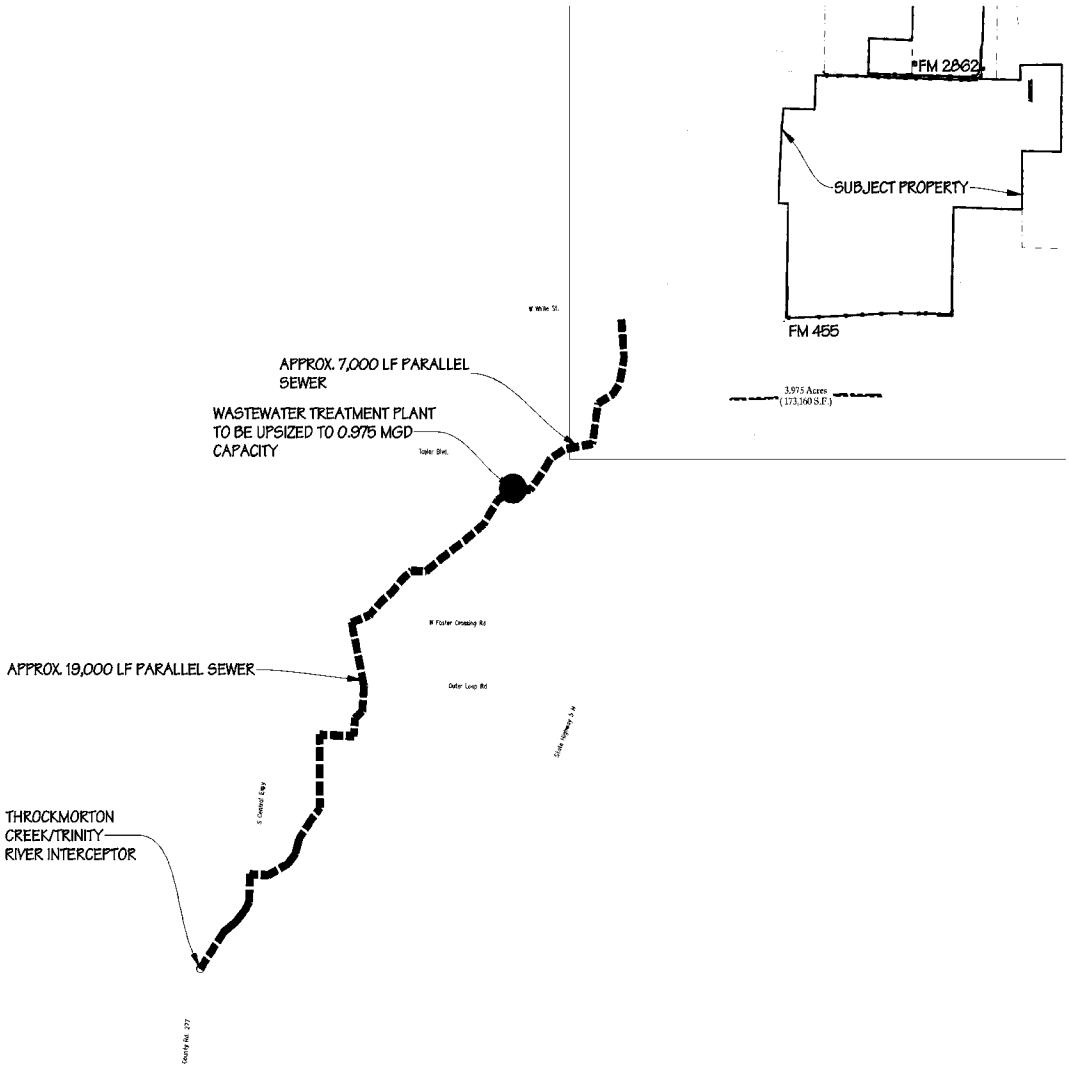


N
W E
S

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

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

**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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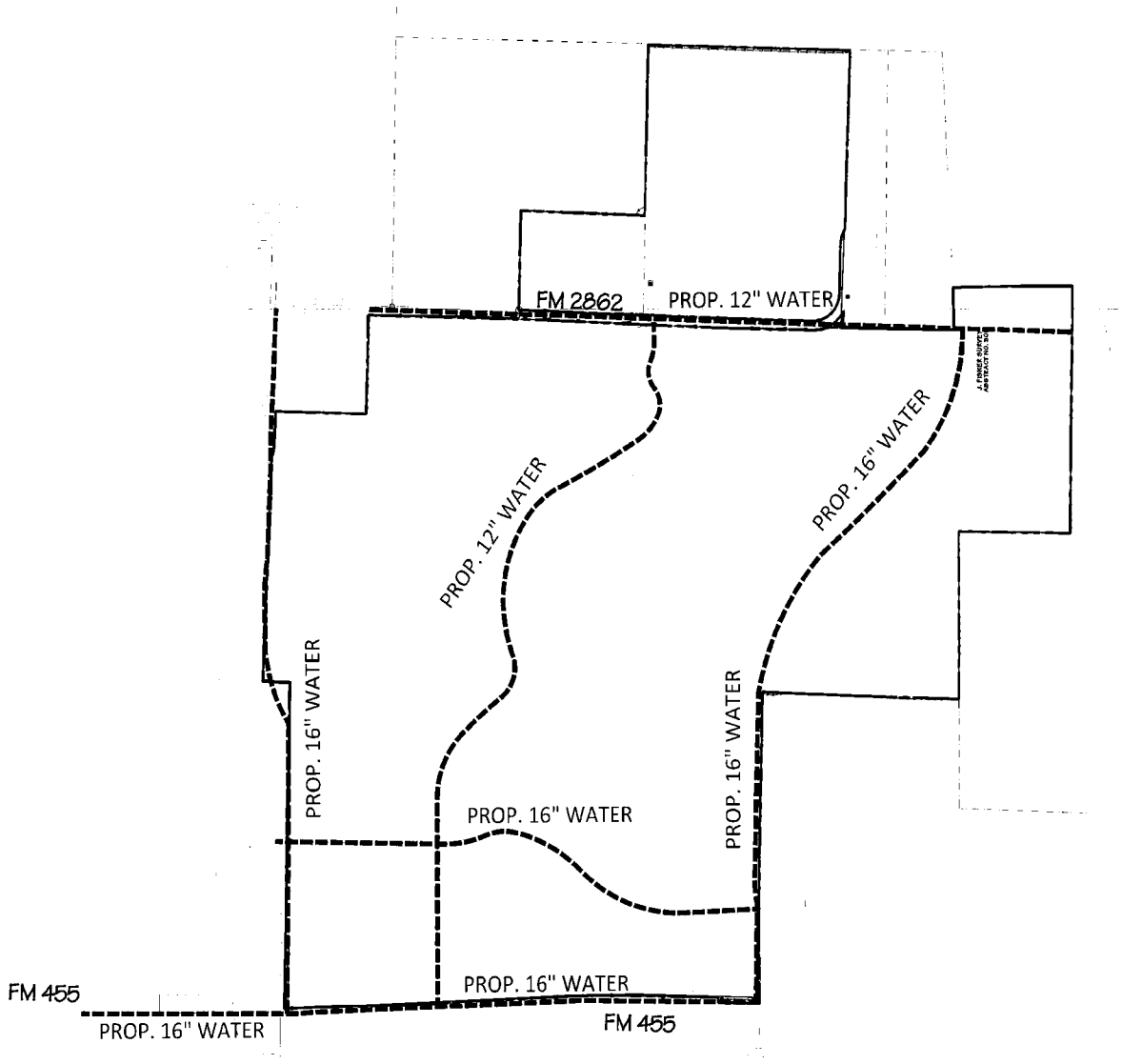


N
W E
S

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

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

**Exhibit H**

**Major Roadway Improvements**

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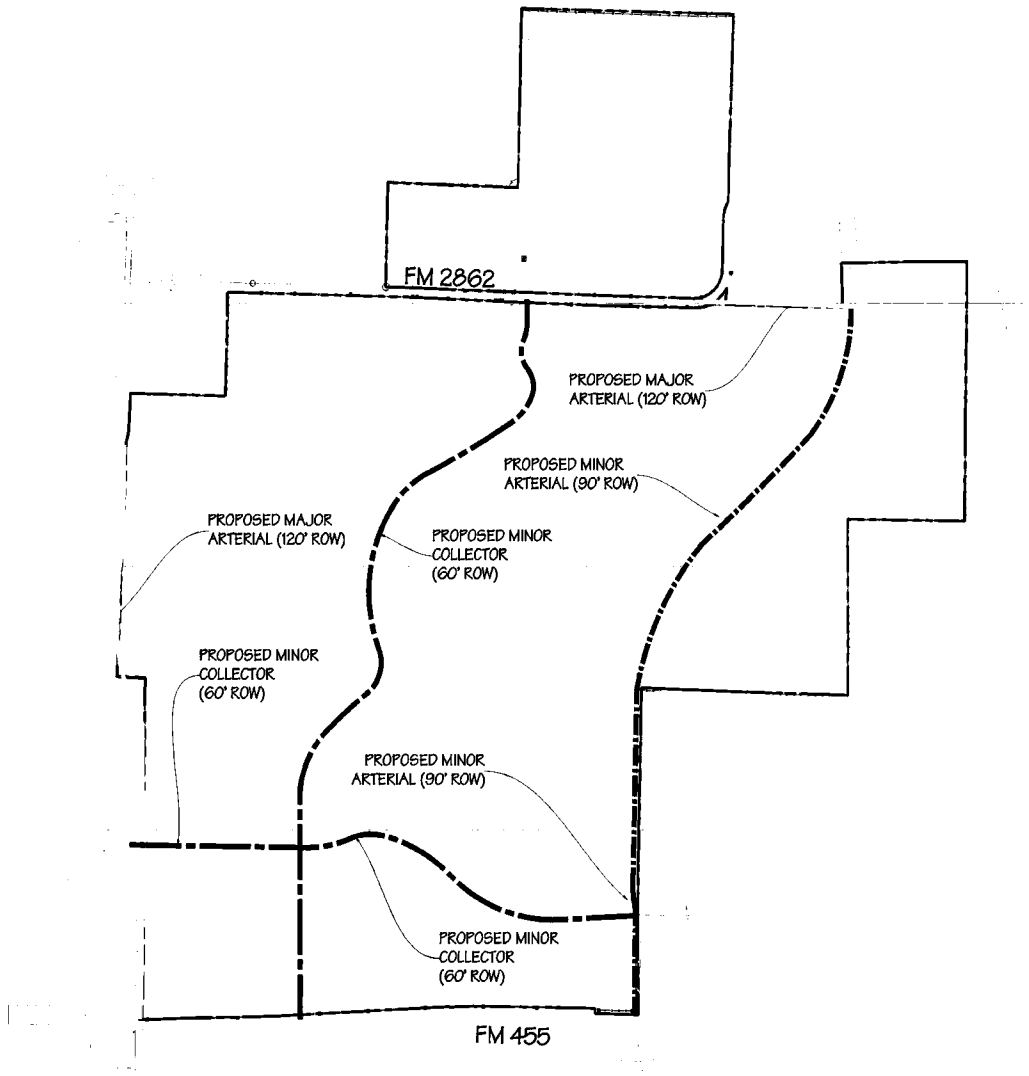


N
W E
S

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 arteriale.

EXHIBIT H - MAJOR ROADWAY 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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**Exhibit H-1**

**Proposed Thoroughfare Plan Revision**

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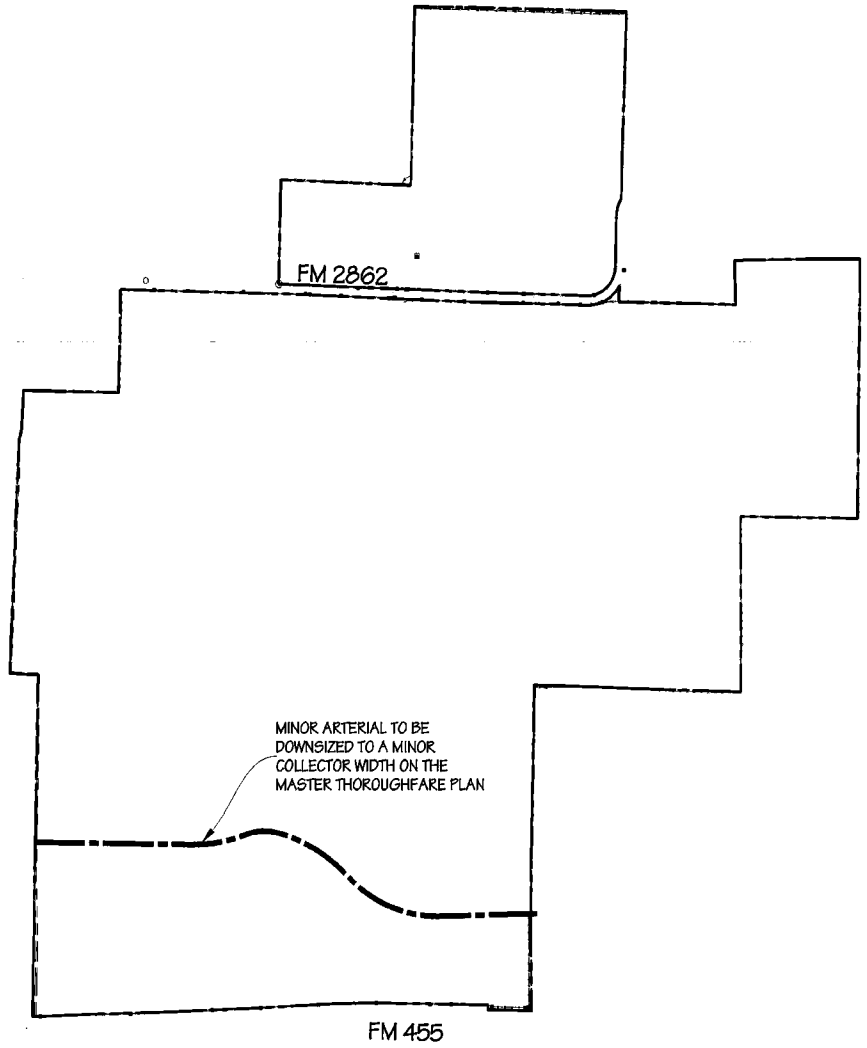





Note:

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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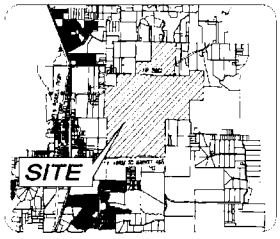
**Exhibit I**

**Conceptual Amenity Depictions**






LOCATION MAP / KEY MAP

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

# SHERLEY FARMS

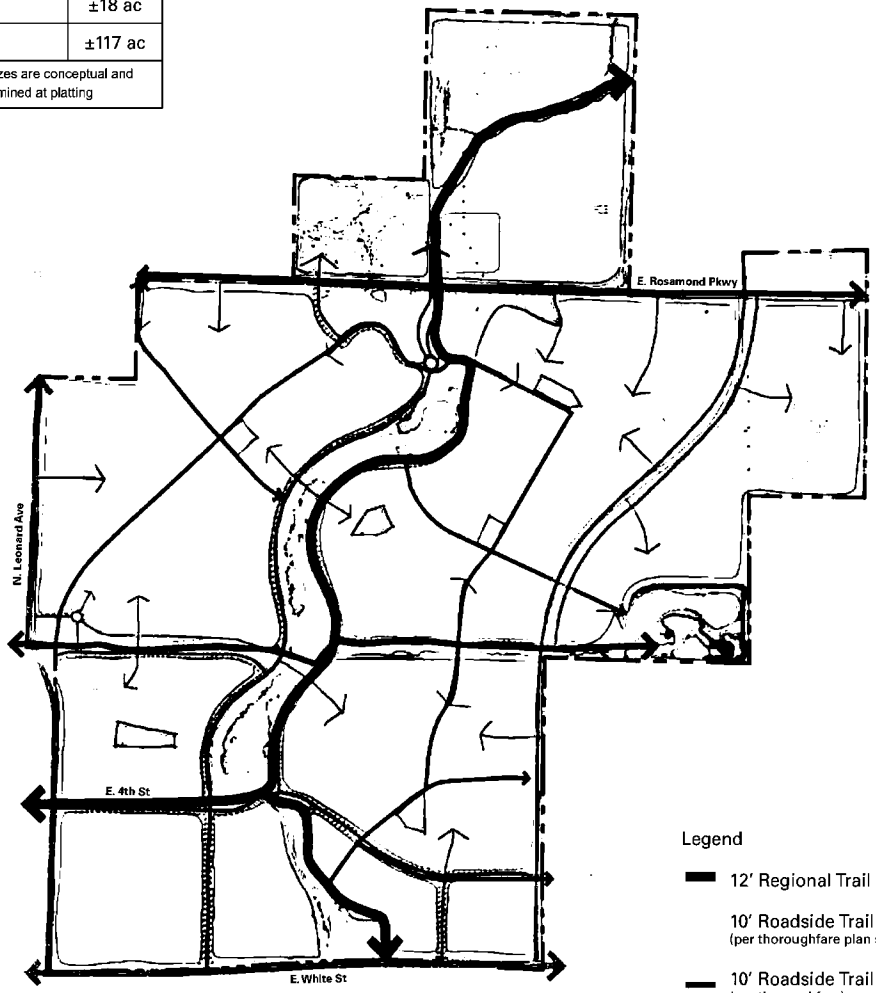
CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

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 | | |

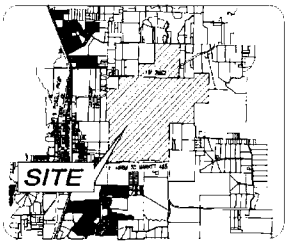



Legend

- 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<br>260,000 COMM Sq Ft | |
| PID Assessment per Benefited Unit | $86,523 | $11,193 per MF Unit<br>$18.45 per COMM Sq Ft | |
| Project Funds per Benefited Unit | $71,291 | $9,246 per MF Unit<br>$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<br>$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**

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**Instrument Number:** 2024000159039

eRecording - Real Property

AGREEMENT

Recorded On: December 23, 2024 11:23 AM

Number of Pages: 134

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**" Examined and Charged as Follows: "**

Total Recording: $553.00

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********** **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

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**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

Item No. 16.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/3/2025
Staff Contact: Lauren Mecke

**AGENDA ITEM:**
Consider/Discuss/Action on a Resolution regarding the Sherley Farms, Phase 1, Preliminary Plat (PP 25-0003)
Owner: Tellus Texas III, LLC

**SUMMARY:**
82 Mixed-Density 40 (MD 40) lots, 171 Single-Family Residence-6.0 (SF-6.0) lots,137 Single-Family Residence-7.2 (SF-7.2) lots, 33 Single-Family Residence-8.4 (SF-8.4) lots, and 20 Homeowners' Association lots on 30.4± acres on the south side of Farm-to-Market Road 2862, 2,500± feet east of Lazy Lane. Zoned Planned Development/Agricultural (AG)/Mixed-Use (MU)/Industrial-1 (I-1) in conformance with a Pre-Annexation Development Agreement (Res. No. 2024-12-1716).

**Case Overview:**

Access: Access to the site is provided from a double entrance and two single entrances on Rosamond Parkway.

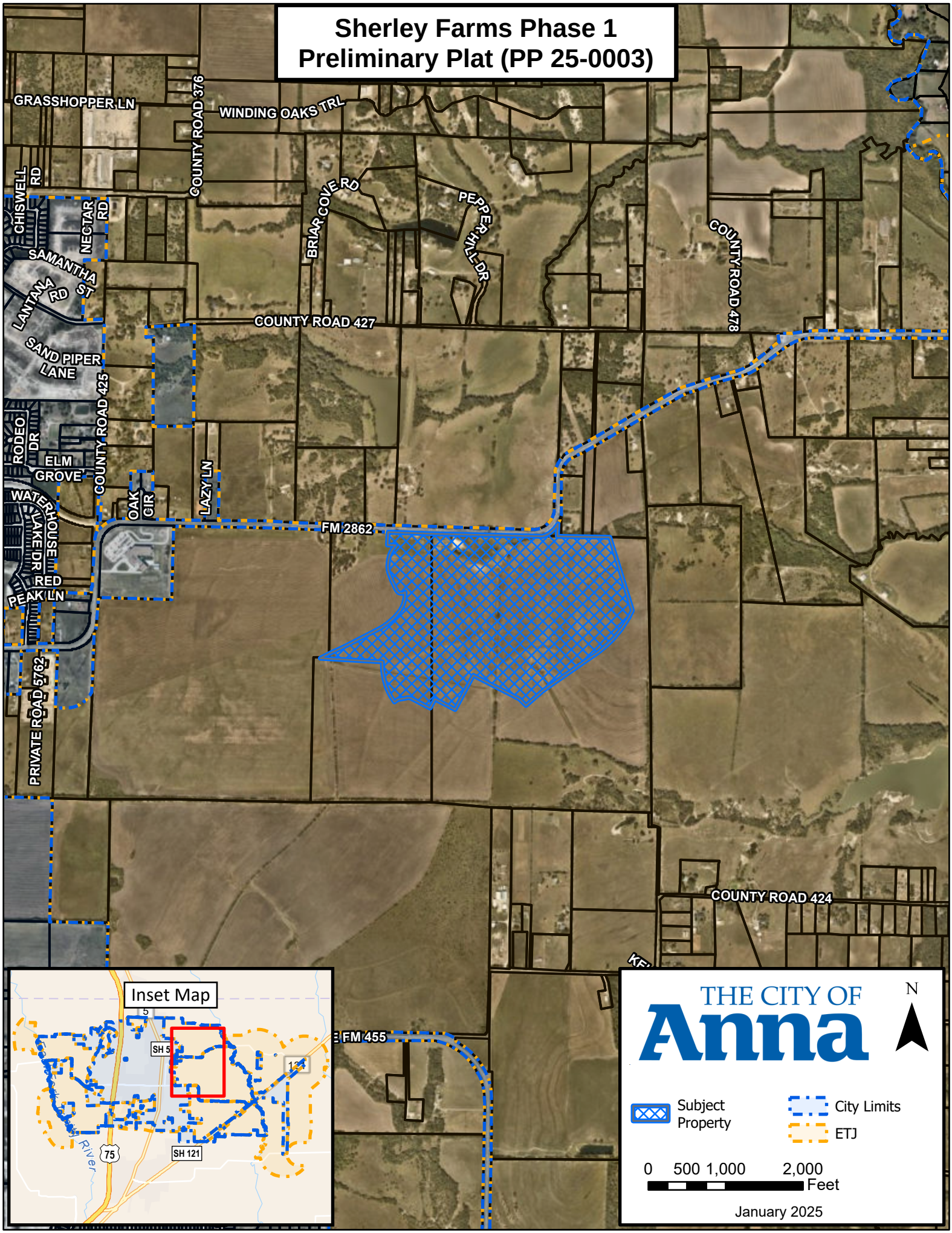
Street Stubs: The double entrance will eventually become the spine road for the development and will continue south, through the development, to W. White Street (F.M. 455)
.
Screening: A 25-foot easement is provided along Rosamond Parkway, to provide for screening requirements.

Open Space: Phase 1 includes four Homeowner Association lots, located throughout the site, that will be used as open space for the residential development.

Additional Information: An annexation request has been submitted for City Council approval. A zoning request is on this agenda for Planning & Zoning Commission review and recommendation.

**STAFF RECOMMENDATION:**
Recommended for approval as submitted subject to City Council approval of the annexation and zoning petitions.

**ATTACHMENTS:**
1. Locator Map - Sherley Farms, Phase 1, Preliminary Plat (PP 25-0003)
2. Resolution - Sherley Farms, Phase 1, Preliminary Plat (PP 25-0003)
3. Exhibit A - Sherley Farms, Phase 1, Preliminary Plat (PP 25-0003)


Sherley Farms Phase 1
Preliminary Plat (PP 25-0003)
GRASSHOPPER LN
COUNTY ROAD 376
WINDING OAKS TRL
CHISWELL RD
NECTAR RD
BRIAR COVE RD
PEPPER HILL DR
COUNTY ROAD 478
SAMANTHA ST
LANTANA RD
COUNTY ROAD 427
SAND PIPER LANE
COUNTY ROAD 425
RODEO DR
ELM GROVE
LAZY LN
OAK CIR
WATERHOUSE CREEK DR
RED PEAK LN
FM 2862
PRIVATE ROAD 5762
COUNTY ROAD 424
FM 455
Inset Map
SH 5
SH 121
75
Subject Property
City Limits
ETJ
0 500 1,000 2,000
Feet
January 2025
THE CITY OF
Anna
N

**CITY OF ANNA, TEXAS**

**PZ RESOLUTION NO. __2025-02-_____**

**A RESOLUTION OF THE CITY OF ANNA, SHERLEY FARMS, PHASE 1, PRELIMINARY PLAT (PP 25-0003)**

**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**, Tellus Texas III, LLC has submitted an application for the approval of the Sherley Farms, Phase 1, Preliminary Plat; and

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

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

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Preliminary Plat**

The Planning & Zoning Commission hereby approves the Sherley Farms, Phase 1, Preliminary Plat attached hereto as Exhibit A subject to City Council approval of annexation and zoning requests and 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 3rd day of February 2025.

ATTEST:

_____
Director of Development Services,
Stephanie Scott-Sims, AICP

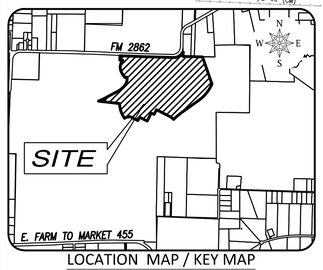
APPROVED:

_____
Planning & Zoning Commission, Chair
Jessica Walden

N
W E
S

0 60 120 240

1 inch = 120ft.




LOCATION MAP / KEY MAP
N.T.S.

| LEGEND | |
|---|---|
| | (Not All Items May Be Applicable) |
| ○ | 1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED |
| | NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5' O/S PC". |
| IRF | IRON ROD FOUND |
| CIRF | CAPPED IRON ROD FOUND |
| AMF | ALUMINUM MONUMENT FOUND |
| CM | CONTROL MONUMENT |
| Esmt. | EASEMENT |
| Util. | UTILITY |
| DE | DRAINAGE EASEMENT |
| DUE | DRAINAGE AND UTILITY EASEMENT |
| UE | UTILITY EASEMENT |
| WE | WATER EASEMENT |
| SSE | SANITARY SEWER EASEMENT |
| SE | SIDEWALK EASEMENT |
| SUE | SIDEWALK UTILITY EASEMENT |
| STE | STREET EASEMENT |
| FAUE | FIRELANE, ACCESS, & UTILITY EASEMENT |
| WME | WALL MAINTENANCE EASEMENT |
| HBE | HIKE & BIKE TRAIL EASEMENT |
| VAM | VISIBILITY, ACCESS & MAINTENANCE EASEMENT |
| (BTP) | BY THIS PLAT |
| ROW | RIGHT-OF-WAY |
| Min. FF | MINIMUM FINISH FLOOR ELEVATION |
| BL | BUILDING LINE |
| ◇ | STREET NAME CHANGE |
| Ⓐ | BLOCK DESIGNATION |
| ▶ | LOT FRONTAGE |
| ⊗ | CLUSTER BOX UNIT (CBU) |
| Cab. | CABINET |
| Vol. | VOLUME |
| Pg. | PAGE |
| No. | NUMBER |
| FEMA | FEDERAL EMERGENCY MANAGEMENT AGENCY |
| FIRM | FLOOD INSURANCE RATE MAP |
| Ord. No. | ORDINANCE NUMBER |
| Inst./Doc. | INSTRUMENT OR DOCUMENT |
| DRCCT | DEED RECORDS, COLLIN COUNTY, TEXAS |
| PRCCT | PLAT RECORDS, COLLIN COUNTY, TEXAS |
| OPRCCT | OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS |
| DRDCT | DEED RECORDS, DENTON COUNTY, TEXAS |
| PRDCT | PLAT RECORDS, DENTON COUNTY, TEXAS |
| OPRDCT | OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS |
| DRDCT | DEED RECORDS, DALLAS COUNTY, TEXAS |
| MRDCT | MAP RECORDS, DALLAS COUNTY, TEXAS |
| OPRDCT | OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS |

NOTES:
1. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
2. Bearings are based on the State Plan Coordinate System, Texas North Central Zone (4202), north American Datum of 1983 (NAD'83).
3. All development will comply with City of Anna Requirements.
4. All open space/common areas to be owned and maintained by the H.O.A.
5. There is no 100 year FEMA Flood Plain on site, as reflected by Flood Insurance Rate Map Panel (FIRM) Map Nos. 48085C0160J dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, TX.
6. Lots 1–20, Block X to be used for recreation purposes to be determined by owner and landscape architect. Easements for sidewalks, trails, landscaping and water & sewer services will be granted by final plat.

**EXHIBIT A**

Tract 1.6
Vol. 4466
Pg. 183 DRCCT
(10 acres)

TRACT 1.1
Vol. 4466, Pg. 201 DRCCT
(124.697 acres)

S. MOORE SURVEY
ABSTRACT NO. 625

Tract 1.2
Vol. 4466
Pg. 201
DRCCT

Vol. 5198, Pg. 3179
5/8" CIRF DRCCT

Larry Kropman Bennett
& Jill Rae Bennett
Vol. 1718, Pg. 193
DRCCT

Nagamanohar Javvaji
& Chaya Javvaji Living Trust
Doc. No. 20160209000150410
OPRCCT

Mail Box

3/8" IRF

F.M. 2862

N 84°54'24" W ~ 1658.47'
to a 1/2" IRF (CM)

S 87°35'00" E
3.15'

60' ROW
37' B-B

POINT OF BEGINNING

10' Water Easement
By Separate Doc.

S 87°54'00" E ~ 852.06'

S 87°54'00" E ~ 610.51'

S 88°23'00" E ~ 1005.18'

S 88°16'20" E ~ 716.26'

S 88°34'52" E ~ 673.49'

S 88°34'52" E ~ 289.71'

S 88°34'52" E ~ 356.71'

10' Water Easement

ROW Dedication

Lot 1, Block X

Lot 2, Block X

Lot 3, Block X (Central Green)

Lot 4, Block X

Lot 5, Block X

Lot 21, Block X

Lot 6, Block X

Lot 7, Block X

Lot 8, Block X

Lot 9, Block X

Lot 10, Block X

Lot 11, Block X

Lot 12, Block X

Lot 13, Block X

Lot 14, Block X

Lot 15, Block X

Lot 16, Block X

Lot 17, Block X

Lot 18, Block X

Lot 19, Block X (Central Green)

Lot 20, Block X

STREET A
STREET B
STREET C
STREET D
STREET E
STREET F
STREET G
STREET H
STREET I
STREET J
STREET K
STREET L
STREET M
STREET N
STREET O
STREET P
STREET Q
STREET R
STREET S
STREET T
STREET U

ALLEY A
ALLEY B
ALLEY C
ALLEY D
ALLEY E
ALLEY F
ALLEY G
ALLEY H

PHASE 1A
(119 LOTS)

PHASE 1B
(146 LOTS)

PHASE 1C
(158 LOTS)

Tract 1.1
Vol. 4466, Pg. 183 DRCCT
(115–1/2 acres)

Tract 1.3
Vol. 4466, Pg. 153 DRCCT
(116–1/2 acres)

Sherley Partners Ltd.
Vol. 4466, Pg. 153 DRCCT
(115–1/2 acres)

G. MORRISON SURVEY
ABSTRACT NO. 559

100' (Assumed)
Texas Power & Light Co. easmt.
Vol. 266, Pg. 454
DRCCT

Colors W/ ROW

15' Sanitary Sewer Easement
By Separate Doc.

Temporary 50' Radius Turn Around. No Building Permits To Be Issued For Blk L, Lot 12 Until Street N is Extended & Provides A Second Point of Access

25'x50' Street & Utility Easement
By Separate Doc.

N 62°10'47" E ~ 501.95'

N 87°08'38" W ~ 802.11'

S 64°34'46" W ~ 675.51'

N 63°22'52" W ~ 674.62'

N 63°22'52" W ~ 268.53'

S 26°37'08" W ~ 490.25'

N 63°19'59" W ~ 296.01'

S 19°53'14" E ~ 986.08'

| Phase 1 Lot Totals | |
|---|---|
| Lot Type | Total |
| 40'x120' (MD 40) | 82 |
| 50'x130' (SF-6.0) | 171 |
| 60'x130' (SF-7.2) | 137 |
| 70'x130' (SF-8.4) | 33 |
| Total | 423 |

PP 25-0003
PRELIMINARY PLAT

# SHERLEY FARMS PHASE 1

423 LOTS: 82 MD 40, 171 SF-6.0, 137 SF-7.2,
33 SF-8.4 & 20 OPEN SPACE AREAS
135 GROSS ACRES (30.41 ACRES ROW)
OUT OF THE G. MORRISON SURVEY ~ ABSTRACT NO. 559
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS


OWNER / APPLICANT
TELLUS TEXAS III, LLC
5301 Headquarters Dr. Suite 120
Plano TX, 75024
Telephone: (469) 532-0689
Contact: Justin Craig
Contact: Andre Ferrari

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Ste. 100
Plano, TX 75075
Telephone: 972-422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Colton Smith, P.E.


Scale: 1"=120' January, 2025 SEI Job No. 24-109



Plotted by: jvargas Plot Date: 1/17/2025 5:40 PM
Save Time: 1/17/2025 5:39:57 PM
Saved By: jvargas
Drawing: G:\2024 JOBS\24-109 Sherley Farms Phase 1\CAD\Preliminary\Preliminary Plat.dwg

STATE OF TEXAS §
COUNTY OF COLLIN §

## OWNER'S CERTIFICATE

WHEREAS Tellus Texas III LLC, is the owner of a tract of land situated in the G. Morrison Survey, Abstract No. 559, and the S. Moore Survey, Abstract No. 625, City of Anna, Collin County, Texas, being a tract conveyed to Tellus Texas III, LLC, as recorded in Document 20240001611135 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set along the south line of Farm to Market Road 2862, a 90–foot–wide right–of–way, from which a 1/2" iron rod found bears N 84°54'24" W, 1658.47 feet for the southeast corner of the "Second Tract" conveyed to Daniel W. Koen and Sue Ann Burleson–Koen, recorded in Document No. 93–0107055 DRCCT and N 38°51'42" E, 143.46 feet;

THENCE S 87°35'00" E, 3.15 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 87°54'00" E, 853.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°23'00" E, 1005.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around 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;

THENCE S 02°42'15" W, 147.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, 673.49 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 19°13'14" E, 988.05 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non–tangent curve to the right having a central angle of 31°18'08", a radius of 1355.00 feet, a chord of S 38°55'42" W – 731.10 feet, an arc length of 740.27 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 54°34'46" W, 675.31 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 8°25'51", a radius of 2545.00 feet, a chord of S 50°21'50" W – 374.15 feet, an arc length of 374.49 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a compound curve to the left having a central angle of 1°21'02", a radius of 1545.00 feet, a chord of S 45°28'23" W – 36.42 feet, an arc length of 36.42 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 47°52'56" W, 117.77 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 63°22'52" W, 674.62 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 26°37'08" W, 490.25 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 63°19'59" W, 296.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 26°37'08" W, 130.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 63°22'52" W, 268.53 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 26°37'08" W, 130.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 63°22'52" W, 268.53 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 36°00'21", a radius of 95.00 feet, a chord of N 81°23'03" W – 58.72 feet, an arc length of 59.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 80°36'47" W, 80.83 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 7°19'45", a radius of 345.00 feet, a chord of S 76°56'54" W – 44.10 feet, an arc length of 44.13 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 52°52'29" W, 50.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non–tangent curve to the right having a central angle of 33°46'17", a radius of 850.00 feet, a chord of N 20°14'22" W – 493.79 feet, an arc length of 501.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 03°21'14" W, 51.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°03'38" E, 802.11 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non–tangent curve to the right having a central angle of 09°05'47", a radius of 1,245 feet, a chord of N 63°23'05" E – 197.45 feet, an arc length of 197.66 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a reverse curve to the left having a central angle of 05°45'11", a radius of 1245.00 feet, a chord of N 65°03'23" E – 124.96 feet, an arc length of 125.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 62°10'47" E, 501.95 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 24°33'12", a radius of 780.00 feet, a chord of N 49°54'12" E – 331.71 feet, an arc length of 334.26 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a compound curve to the left having a central angle of 43°58'26", a radius of 365.00 feet, a chord of N 15°43'48" E – 273.31 feet, an arc length of 280.13 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non–tangent curve to the right having a central angle of 98°57'03", a radius of 71.50 feet, a chord of N 80°15'05" E – 108.70 feet, an arc length of 123.48 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 30°46'33" E, 84.43 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 25°05'59" E, 115.10 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the right having a central angle of 62°31'41", a radius of 379.50 feet, a chord of N 06°09'52" E – 393.01 feet, an arc length of 414.16 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a reverse curve to the left having a central angle of 04°49'49", a radius of 220.50 feet, a chord of N 35°00'48" E – 18.58 feet, an arc length of 18.59 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'00" W, 104.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 02°06'00" E 150.02 feet to the POINT OF BEGINNING, with the subject tract containing 5,880,591 square feet or 135.00 acres of land.

## NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TELLUS TEXAS III, LLC, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the herein above described property as SHERLEY FARMS PHASE 1, 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.

Witness our hands at Collin County, Texas, this _____ day of _____, 2025.

TELLUS TEXAS III, LLC
A Texas Limited Liability Company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

_____
Notary Public, State of Texas

## SURVEYOR'S CERTIFICATE

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

Dated this the _____ day of _____, 2025.

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE
_____
SCOTT F. AMMONS, R.P.L.S. NO. 6550

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Scott F. Ammons, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

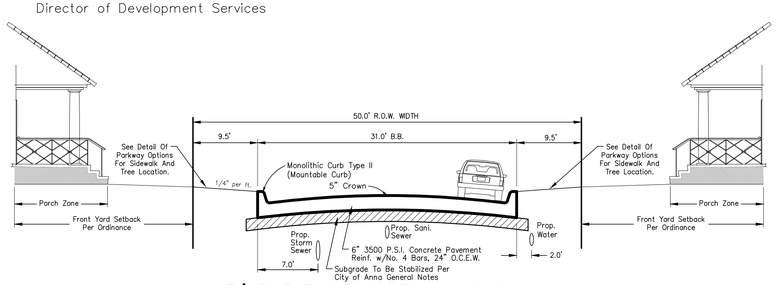
_____
Notary Public, State of Texas

## CERTIFICATE OF APPROVAL

APPROVED on this the _____day of _____, 2025, by the Planning & Zoning Commission,
City of Anna, Texas.

_____
Planning & Zoning Commission Chair

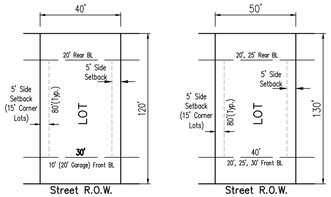
_____
Director of Development Services




31' B–B Residential Pavement Section
Not To Scale

| Boundary Line Table | | |
|---|---|---|
| Line # | Bearing | Distance |
| BL1 | S02°42'15"W | 147.06' |
| BL2 | N47°52'56"W | 117.77' |
| BL3 | S26°37'08"W | 130.00' |
| BL4 | S80°36'47"W | 80.83' |
| BL5 | S52°52'29"W | 50.00' |
| BL6 | N03°21'14"W | 51.20' |
| BL7 | N30°46'33"W | 84.43' |
| BL8 | N25°05'59"W | 115.10' |
| BL9 | N87°54'00"W | 104.75' |
| BL10 | N02°06'00"E | 150.02' |

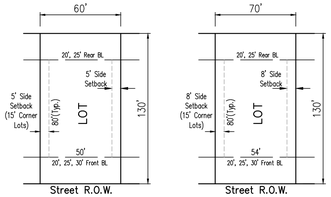
| Boundary Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance |
| BC1 | 391.02' | 363.31' | 61°39'58" | N60°47'01"E | 372.42' |
| BC2 | 740.27' | 1355.00' | 31°18'08" | S38°55'42"W | 731.10' |
| BC3 | 374.49' | 2545.00' | 8°25'51" | S50°21'50"W | 374.15' |
| BC4 | 36.42' | 1545.00' | 1°21'02" | S45°28'23"W | 36.42' |
| BC5 | 59.70' | 95.00' | 36°00'21" | N81°23'03"W | 58.72' |
| BC6 | 44.13' | 345.00' | 7°19'45" | S76°56'54"W | 44.10' |
| BC7 | 501.01' | 850.00' | 33°46'17" | S20°14'22"E | 493.79' |
| BC8 | 197.66' | 1245.00' | 9°05'47" | N63°23'05"E | 197.45' |
| BC9 | 125.01' | 1245.00' | 5°45'11" | N65°03'23"E | 124.96' |
| BC10 | 334.26' | 780.00' | 24°33'12" | N49°54'12"E | 331.71' |
| BC11 | 280.13' | 365.00' | 43°58'26" | N15°43'48"E | 273.31' |
| BC12 | 123.48' | 71.50' | 98°57'03" | S80°15'05"E | 108.70' |
| BC13 | 414.16' | 379.50' | 62°31'41" | S06°09'52"W | 393.91' |
| BC14 | 18.59' | 220.50' | 4°49'49" | N35°00'48"E | 18.58' |




Type MD 40
Typical Lot Detail
Not To Scale




Type SF–6.0
Typical Lot Detail
Not To Scale




Type SF–7.2
Typical Lot Detail
Not To Scale




Type SF–8.4
Typical Lot Detail
Not To Scale

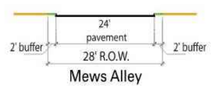



Neighborhood Street




Neighborhood Collector

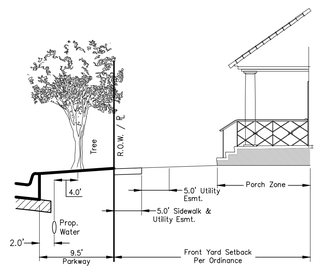
*stripe dedicated parallel parking lane, curb bulb out at intersection of residential street
**trail on park side of road can meander




Mews Alley




Residential Alley




Parkway Detail
Not To Scale

### DRAINAGE AND DETENTION EASEMENT

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

### 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.

PP 25-0003
PRELIMINARY PLAT

# SHERLEY FARMS PHASE 1

423 LOTS: 82 MD 40, 171 SF-6.0, 137 SF-7.2,
33 SF-8.4 & 20 OPEN SPACE AREAS
135 GROSS ACRES (30.41 ACRES ROW)
OUT OF THE G. MORRISON SURVEY ~ ABSTRACT NO. 559
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS


OWNER / APPLICANT
TELLUS TEXAS III, LLC
5301 Headquarters Dr. Suite 120
Plano TX, 75024
Telephone: (469) 532-0689
Contact: Justin Craig
Contact: Andre Ferrari

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Ste. 100
Plano, TX 75075
Telephone: 972-422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Colton Smith, P.E.


Scale: 1"=120' January, 2025 SEI Job No. 24-109



Drawing: C:\2024 JOBS\24-109 Sherley Farms Phase 1\CAD\Preliminary\Preliminary Plat.dwg Saved By: jcargo Save Time: 1/17/2025 5:39:57 PM Plotted by: jcargo Plot Date: 1/17/2025 5:40 PM

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | A | 11,705 | 0.269 | SF-8.4 |
| 2 | A | 11,047 | 0.254 | SF-8.4 |
| 3 | A | 10,392 | 0.239 | SF-8.4 |
| 4 | A | 9,566 | 0.220 | SF-8.4 |
| 5 | A | 10,472 | 0.240 | SF-8.4 |
| 6 | A | 8,533 | 0.196 | SF-7.2 |
| 7 | A | 8,225 | 0.189 | SF-7.2 |
| 8 | A | 8,504 | 0.195 | SF-7.2 |
| 9 | A | 8,451 | 0.194 | SF-7.2 |
| 10 | A | 7,700 | 0.177 | SF-7.2 |
| 11 | A | 8,324 | 0.191 | SF-7.2 |
| 12 | A | 9,249 | 0.212 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | B | 8,375 | 0.192 | SF-7.2 |
| 2 | B | 7,075 | 0.162 | SF-7.2 |
| 3 | B | 7,707 | 0.177 | SF-7.2 |
| 4 | B | 7,790 | 0.179 | SF-7.2 |
| 5 | B | 7,790 | 0.179 | SF-7.2 |
| 6 | B | 7,565 | 0.174 | SF-7.2 |
| 7 | B | 8,375 | 0.192 | SF-7.2 |
| 8 | B | 8,412 | 0.193 | SF-7.2 |
| 9 | B | 7,497 | 0.172 | SF-7.2 |
| 10 | B | 7,669 | 0.176 | SF-7.2 |
| 11 | B | 7,669 | 0.176 | SF-7.2 |
| 12 | B | 7,669 | 0.176 | SF-7.2 |
| 13 | B | 7,610 | 0.175 | SF-7.2 |
| 14 | B | 7,112 | 0.163 | SF-7.2 |
| 15 | B | 8,412 | 0.193 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | C | 6,810 | 0.156 | SF-7.2 |
| 2 | C | 6,810 | 0.156 | SF-7.2 |
| 3 | C | 6,810 | 0.156 | SF-7.2 |
| 4 | C | 7,076 | 0.162 | SF-7.2 |
| 5 | C | 7,216 | 0.166 | SF-7.2 |
| 6 | C | 7,216 | 0.166 | SF-7.2 |
| 7 | C | 7,216 | 0.166 | SF-7.2 |
| 8 | C | 7,216 | 0.166 | SF-7.2 |
| 9 | C | 7,216 | 0.166 | SF-7.2 |
| 10 | C | 7,067 | 0.162 | SF-7.2 |
| 11 | C | 8,110 | 0.186 | SF-7.2 |
| 12 | C | 9,529 | 0.219 | SF-8.4 |
| 13 | C | 8,592 | 0.197 | SF-8.4 |
| 14 | C | 8,647 | 0.199 | SF-8.4 |
| 15 | C | 8,647 | 0.199 | SF-8.4 |
| 16 | C | 8,647 | 0.199 | SF-8.4 |
| 17 | C | 8,647 | 0.199 | SF-8.4 |
| 18 | C | 8,647 | 0.199 | SF-8.4 |
| 19 | C | 8,326 | 0.191 | SF-8.4 |
| 20 | C | 8,229 | 0.189 | SF-8.4 |
| 21 | C | 8,229 | 0.189 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | D | 6,750 | 0.155 | SF-7.2 |
| 2 | D | 6,750 | 0.155 | SF-7.2 |
| 3 | D | 6,750 | 0.155 | SF-7.2 |
| 4 | D | 6,750 | 0.155 | SF-7.2 |
| 5 | D | 7,813 | 0.179 | SF-7.2 |
| 6 | D | 12,376 | 0.284 | SF-7.2 |
| 7 | D | 7,929 | 0.182 | SF-7.2 |
| 8 | D | 6,750 | 0.155 | SF-7.2 |
| 9 | D | 6,750 | 0.155 | SF-7.2 |
| 10 | D | 6,750 | 0.155 | SF-7.2 |
| 11 | D | 6,750 | 0.155 | SF-7.2 |
| 12 | D | 6,750 | 0.155 | SF-7.2 |
| 13 | D | 6,750 | 0.155 | SF-7.2 |
| 14 | D | 8,775 | 0.201 | SF-7.2 |
| 15 | D | 8,775 | 0.201 | SF-7.2 |
| 16 | D | 6,750 | 0.155 | SF-7.2 |
| 17 | D | 8,408 | 0.193 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | E | 6,161 | 0.141 | SF-6.0 |
| 2 | E | 5,059 | 0.116 | SF-6.0 |
| 3 | E | 4,799 | 0.110 | SF-6.0 |
| 4 | E | 4,799 | 0.110 | SF-6.0 |
| 5 | E | 4,799 | 0.110 | SF-6.0 |
| 6 | E | 4,799 | 0.110 | SF-6.0 |
| 7 | E | 4,799 | 0.110 | SF-6.0 |
| 8 | E | 4,799 | 0.110 | SF-6.0 |
| 9 | E | 4,799 | 0.110 | SF-6.0 |
| 10 | E | 4,799 | 0.110 | SF-6.0 |
| 11 | E | 4,799 | 0.110 | SF-6.0 |
| 12 | E | 4,800 | 0.110 | SF-6.0 |
| 13 | E | 10,025 | 0.230 | SF-6.0 |
| 14 | E | 7,786 | 0.179 | SF-6.0 |
| 15 | E | 5,244 | 0.120 | SF-6.0 |
| 16 | E | 4,800 | 0.110 | SF-6.0 |
| 17 | E | 4,800 | 0.110 | SF-6.0 |
| 18 | E | 4,800 | 0.110 | SF-6.0 |
| 19 | E | 4,800 | 0.110 | SF-6.0 |
| 20 | E | 4,800 | 0.110 | SF-6.0 |
| 21 | E | 4,800 | 0.110 | SF-6.0 |
| 22 | E | 8,052 | 0.185 | SF-6.0 |
| 23 | E | 7,953 | 0.183 | SF-6.0 |
| 24 | E | 4,855 | 0.111 | SF-6.0 |
| 25 | E | 4,823 | 0.111 | SF-6.0 |
| 26 | E | 4,819 | 0.111 | SF-6.0 |
| 27 | E | 4,816 | 0.111 | SF-6.0 |
| 28 | E | 4,813 | 0.110 | SF-6.0 |
| 29 | E | 4,809 | 0.110 | SF-6.0 |
| 30 | E | 4,806 | 0.110 | SF-6.0 |
| 31 | E | 4,802 | 0.110 | SF-6.0 |
| 32 | E | 10,106 | 0.232 | SF-6.0 |
| 33 | E | 6,818 | 0.157 | SF-6.0 |
| 34 | E | 4,800 | 0.110 | SF-6.0 |
| 35 | E | 4,800 | 0.110 | SF-6.0 |
| 36 | E | 4,800 | 0.110 | SF-6.0 |
| 37 | E | 4,800 | 0.110 | SF-6.0 |
| 38 | E | 4,800 | 0.110 | SF-6.0 |
| 39 | E | 4,800 | 0.110 | SF-6.0 |
| 40 | E | 4,800 | 0.110 | SF-6.0 |
| 41 | E | 4,727 | 0.109 | SF-6.0 |
| 42 | E | 5,730 | 0.132 | SF-6.0 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | F | 14,117 | 0.324 | SF-10.5 |
| 2 | F | 10,649 | 0.244 | SF-10.5 |
| 3 | F | 10,649 | 0.244 | SF-10.5 |
| 4 | F | 10,649 | 0.244 | SF-10.5 |
| 5 | F | 10,649 | 0.244 | SF-10.5 |
| 6 | F | 10,649 | 0.244 | SF-10.5 |
| 7 | F | 10,649 | 0.244 | SF-10.5 |
| 8 | F | 8,266 | 0.190 | SF-8.4 |
| 9 | F | 8,266 | 0.190 | SF-8.4 |
| 10 | F | 8,266 | 0.190 | SF-8.4 |
| 11 | F | 8,266 | 0.190 | SF-8.4 |
| 12 | F | 8,266 | 0.190 | SF-8.4 |
| 13 | F | 8,266 | 0.190 | SF-8.4 |
| 14 | F | 8,266 | 0.190 | SF-8.4 |
| 15 | F | 8,266 | 0.190 | SF-8.4 |
| 16 | F | 10,259 | 0.236 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | G | 9,896 | 0.227 | SF-8.4 |
| 2 | G | 8,410 | 0.193 | SF-8.4 |
| 3 | G | 8,410 | 0.193 | SF-8.4 |
| 4 | G | 8,410 | 0.193 | SF-8.4 |
| 5 | G | 8,410 | 0.193 | SF-8.4 |
| 6 | G | 8,410 | 0.193 | SF-8.4 |
| 7 | G | 8,410 | 0.193 | SF-8.4 |
| 8 | G | 8,410 | 0.193 | SF-8.4 |
| 9 | G | 8,410 | 0.193 | SF-8.4 |
| 10 | G | 8,455 | 0.194 | SF-8.4 |
| 11 | G | 8,455 | 0.194 | SF-8.4 |
| 12 | G | 8,455 | 0.194 | SF-8.4 |
| 13 | G | 8,455 | 0.194 | SF-8.4 |
| 14 | G | 8,455 | 0.194 | SF-8.4 |
| 15 | G | 8,455 | 0.194 | SF-8.4 |
| 16 | G | 8,455 | 0.194 | SF-8.4 |
| 17 | G | 8,455 | 0.194 | SF-8.4 |
| 18 | G | 9,926 | 0.228 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | H | 9,484 | 0.218 | SF-8.4 |
| 2 | H | 8,090 | 0.186 | SF-8.4 |
| 3 | H | 8,090 | 0.186 | SF-8.4 |
| 4 | H | 8,090 | 0.186 | SF-8.4 |
| 5 | H | 11,267 | 0.259 | SF-10.5 |
| 6 | H | 11,267 | 0.259 | SF-10.5 |
| 7 | H | 11,267 | 0.259 | SF-10.5 |
| 8 | H | 6,500 | 0.149 | SF-7.2 |
| 9 | H | 6,500 | 0.149 | SF-7.2 |
| 10 | H | 6,500 | 0.149 | SF-7.2 |
| 11 | H | 6,500 | 0.149 | SF-7.2 |
| 12 | H | 7,800 | 0.179 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | I | 7,800 | 0.179 | SF-7.2 |
| 2 | I | 6,500 | 0.149 | SF-7.2 |
| 3 | I | 6,500 | 0.149 | SF-7.2 |
| 4 | I | 6,500 | 0.149 | SF-7.2 |
| 5 | I | 7,380 | 0.169 | SF-7.2 |
| 6 | I | 9,642 | 0.221 | SF-7.2 |
| 7 | I | 7,398 | 0.170 | SF-7.2 |
| 8 | I | 7,547 | 0.173 | SF-7.2 |
| 9 | I | 9,843 | 0.226 | SF-7.2 |
| 10 | I | 10,759 | 0.247 | SF-7.2 |
| 11 | I | 7,276 | 0.167 | SF-7.2 |
| 12 | I | 7,276 | 0.167 | SF-7.2 |
| 13 | I | 7,276 | 0.167 | SF-7.2 |
| 14 | I | 8,576 | 0.197 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | J | 8,122 | 0.186 | SF-7.2 |
| 2 | J | 6,822 | 0.157 | SF-7.2 |
| 3 | J | 6,822 | 0.157 | SF-7.2 |
| 4 | J | 6,822 | 0.157 | SF-7.2 |
| 5 | J | 6,822 | 0.157 | SF-7.2 |
| 6 | J | 6,822 | 0.157 | SF-7.2 |
| 7 | J | 6,840 | 0.157 | SF-7.2 |
| 8 | J | 8,510 | 0.195 | SF-7.2 |
| 9 | J | 14,287 | 0.328 | SF-8.4 |
| 10 | J | 7,831 | 0.180 | SF-8.4 |
| 11 | J | 7,800 | 0.179 | SF-8.4 |
| 12 | J | 9,750 | 0.224 | SF-8.4 |
| 13 | J | 8,693 | 0.200 | SF-8.4 |
| 14 | J | 8,043 | 0.185 | SF-8.4 |
| 15 | J | 8,043 | 0.185 | SF-8.4 |
| 16 | J | 8,043 | 0.185 | SF-8.4 |
| 17 | J | 8,043 | 0.185 | SF-8.4 |
| 18 | J | 8,043 | 0.185 | SF-8.4 |
| 19 | J | 9,343 | 0.214 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | K | 6,493 | 0.149 | SF-6.0 |
| 2 | K | 5,162 | 0.118 | SF-6.0 |
| 3 | K | 5,162 | 0.118 | SF-6.0 |
| 4 | K | 5,162 | 0.118 | SF-6.0 |
| 5 | K | 5,162 | 0.118 | SF-6.0 |
| 6 | K | 5,162 | 0.118 | SF-6.0 |
| 7 | K | 5,039 | 0.116 | SF-6.0 |
| 8 | K | 5,018 | 0.115 | SF-6.0 |
| 9 | K | 5,018 | 0.115 | SF-6.0 |
| 10 | K | 5,018 | 0.115 | SF-6.0 |
| 11 | K | 5,018 | 0.115 | SF-6.0 |
| 12 | K | 5,018 | 0.115 | SF-6.0 |
| 13 | K | 5,018 | 0.115 | SF-6.0 |
| 14 | K | 7,334 | 0.168 | SF-6.0 |
| 15 | K | 8,230 | 0.189 | SF-6.0 |
| 16 | K | 5,037 | 0.116 | SF-6.0 |
| 17 | K | 5,037 | 0.116 | SF-6.0 |
| 18 | K | 5,037 | 0.116 | SF-6.0 |
| 19 | K | 5,037 | 0.116 | SF-6.0 |
| 20 | K | 5,037 | 0.116 | SF-6.0 |
| 21 | K | 5,037 | 0.116 | SF-6.0 |
| 22 | K | 5,037 | 0.116 | SF-6.0 |
| 23 | K | 5,156 | 0.118 | SF-6.0 |
| 24 | K | 5,247 | 0.120 | SF-6.0 |
| 25 | K | 5,280 | 0.121 | SF-6.0 |
| 26 | K | 5,324 | 0.122 | SF-6.0 |
| 27 | K | 5,380 | 0.124 | SF-6.0 |
| 28 | K | 6,652 | 0.153 | SF-6.0 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | L | 8,446 | 0.194 | SF-7.2 |
| 2 | L | 7,210 | 0.166 | SF-7.2 |
| 3 | L | 7,179 | 0.165 | SF-7.2 |
| 4 | L | 7,151 | 0.164 | SF-7.2 |
| 5 | L | 6,792 | 0.156 | SF-7.2 |
| 6 | L | 6,860 | 0.157 | SF-7.2 |
| 7 | L | 7,144 | 0.164 | SF-7.2 |
| 8 | L | 7,091 | 0.163 | SF-7.2 |
| 9 | L | 7,220 | 0.166 | SF-7.2 |
| 10 | L | 7,421 | 0.170 | SF-7.2 |
| 11 | L | 8,731 | 0.200 | SF-7.2 |
| 12 | L | 9,097 | 0.209 | SF-8.4 |
| 13 | L | 8,380 | 0.192 | SF-8.4 |
| 14 | L | 8,230 | 0.189 | SF-8.4 |
| 15 | L | 8,043 | 0.185 | SF-8.4 |
| 16 | L | 7,823 | 0.180 | SF-8.4 |
| 17 | L | 8,244 | 0.189 | SF-8.4 |
| 18 | L | 8,244 | 0.189 | SF-8.4 |
| 19 | L | 9,422 | 0.216 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | M | 13,027 | 0.299 | SF-10.5 |
| 2 | M | 11,284 | 0.259 | SF-10.5 |
| 3 | M | 12,923 | 0.297 | SF-10.5 |
| 4 | M | 9,516 | 0.218 | SF-8.4 |
| 5 | M | 7,831 | 0.180 | SF-8.4 |
| 6 | M | 7,831 | 0.180 | SF-8.4 |
| 7 | M | 7,831 | 0.180 | SF-8.4 |
| 8 | M | 7,831 | 0.180 | SF-8.4 |
| 9 | M | 7,831 | 0.180 | SF-8.4 |
| 10 | M | 7,831 | 0.180 | SF-8.4 |
| 11 | M | 7,831 | 0.180 | SF-8.4 |
| 12 | M | 7,831 | 0.180 | SF-8.4 |
| 13 | M | 7,831 | 0.180 | SF-8.4 |
| 14 | M | 7,831 | 0.180 | SF-8.4 |
| 15 | M | 7,831 | 0.180 | SF-8.4 |
| 16 | M | 9,798 | 0.225 | SF-10.5 |
| 17 | M | 9,798 | 0.225 | SF-10.5 |
| 18 | M | 9,798 | 0.225 | SF-10.5 |
| 19 | M | 9,798 | 0.225 | SF-10.5 |
| 20 | M | 9,798 | 0.225 | SF-10.5 |
| 21 | M | 9,798 | 0.225 | SF-10.5 |
| 22 | M | 9,798 | 0.225 | SF-10.5 |
| 23 | M | 9,798 | 0.225 | SF-10.5 |
| 24 | M | 9,798 | 0.225 | SF-10.5 |
| 25 | M | 10,142 | 0.233 | SF-10.5 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | N | 10,209 | 0.234 | SF-8.4 |
| 2 | N | 9,978 | 0.229 | SF-8.4 |
| 3 | N | 12,902 | 0.296 | SF-8.4 |
| 4 | N | 12,937 | 0.297 | SF-8.4 |
| 5 | N | 10,595 | 0.243 | SF-8.4 |
| 6 | N | 10,605 | 0.243 | SF-8.4 |
| 7 | N | 7,264 | 0.167 | SF-7.2 |
| 8 | N | 6,614 | 0.152 | SF-7.2 |
| 9 | N | 6,614 | 0.152 | SF-7.2 |
| 10 | N | 6,614 | 0.152 | SF-7.2 |
| 11 | N | 6,614 | 0.152 | SF-7.2 |
| 12 | N | 6,614 | 0.152 | SF-7.2 |
| 13 | N | 6,614 | 0.152 | SF-7.2 |
| 14 | N | 7,914 | 0.182 | SF-7.2 |
| 15 | N | 6,762 | 0.155 | SF-6.0 |
| 16 | N | 4,962 | 0.114 | SF-6.0 |
| 17 | N | 4,962 | 0.114 | SF-6.0 |
| 18 | N | 4,962 | 0.114 | SF-6.0 |
| 19 | N | 4,962 | 0.114 | SF-6.0 |
| 20 | N | 6,421 | 0.147 | SF-6.0 |
| 21 | N | 6,001 | 0.138 | SF-6.0 |
| 22 | N | 4,996 | 0.115 | SF-6.0 |
| 23 | N | 5,095 | 0.117 | SF-6.0 |
| 24 | N | 5,095 | 0.117 | SF-6.0 |
| 25 | N | 5,095 | 0.117 | SF-6.0 |
| 26 | N | 6,640 | 0.152 | SF-6.0 |
| 27 | N | 9,749 | 0.224 | SF-8.4 |
| 28 | N | 8,632 | 0.198 | SF-8.4 |
| 29 | N | 8,885 | 0.204 | SF-8.4 |
| 30 | N | 8,746 | 0.201 | SF-8.4 |
| 31 | N | 6,515 | 0.150 | SF-7.2 |
| 32 | N | 7,055 | 0.162 | SF-7.2 |
| 33 | N | 7,372 | 0.169 | SF-7.2 |
| 34 | N | 8,675 | 0.199 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | O | 11,799 | 0.271 | SF-10.5 |
| 2 | O | 9,242 | 0.212 | SF-10.5 |
| 3 | O | 13,768 | 0.316 | SF-10.5 |
| 4 | O | 10,604 | 0.243 | SF-8.4 |
| 5 | O | 7,800 | 0.179 | SF-8.4 |
| 6 | O | 7,800 | 0.179 | SF-8.4 |
| 7 | O | 7,800 | 0.179 | SF-8.4 |
| 8 | O | 7,799 | 0.179 | SF-8.4 |
| 9 | O | 7,801 | 0.179 | SF-8.4 |
| 10 | O | 7,800 | 0.179 | SF-8.4 |
| 11 | O | 7,800 | 0.179 | SF-8.4 |
| 12 | O | 7,800 | 0.179 | SF-8.4 |
| 13 | O | 7,800 | 0.179 | SF-8.4 |
| 14 | O | 8,465 | 0.194 | SF-8.4 |
| 15 | O | 8,465 | 0.194 | SF-8.4 |
| 16 | O | 8,465 | 0.194 | SF-8.4 |
| 17 | O | 8,465 | 0.194 | SF-8.4 |
| 18 | O | 8,465 | 0.194 | SF-8.4 |
| 19 | O | 8,465 | 0.194 | SF-8.4 |
| 20 | O | 8,465 | 0.194 | SF-8.4 |
| 21 | O | 8,465 | 0.194 | SF-8.4 |
| 22 | O | 8,465 | 0.194 | SF-8.4 |
| 23 | O | 10,808 | 0.248 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | P | 8,009 | 0.184 | SF-7.2 |
| 2 | P | 6,709 | 0.154 | SF-7.2 |
| 3 | P | 6,709 | 0.154 | SF-7.2 |
| 4 | P | 6,709 | 0.154 | SF-7.2 |
| 5 | P | 6,709 | 0.154 | SF-7.2 |
| 6 | P | 6,709 | 0.154 | SF-7.2 |
| 7 | P | 6,709 | 0.154 | SF-7.2 |
| 8 | P | 6,709 | 0.154 | SF-7.2 |
| 9 | P | 6,709 | 0.154 | SF-7.2 |
| 10 | P | 6,709 | 0.154 | SF-7.2 |
| 11 | P | 6,709 | 0.154 | SF-7.2 |
| 12 | P | 6,709 | 0.154 | SF-7.2 |
| 13 | P | 6,710 | 0.154 | SF-7.2 |
| 14 | P | 7,498 | 0.172 | SF-7.2 |
| 15 | P | 7,613 | 0.175 | SF-7.2 |
| 16 | P | 9,277 | 0.213 | SF-7.2 |
| 17 | P | 9,498 | 0.218 | SF-7.2 |
| 18 | P | 7,522 | 0.173 | SF-7.2 |
| 19 | P | 6,738 | 0.155 | SF-7.2 |
| 20 | P | 6,680 | 0.153 | SF-7.2 |
| 21 | P | 6,680 | 0.153 | SF-7.2 |
| 22 | P | 6,680 | 0.153 | SF-7.2 |
| 23 | P | 6,680 | 0.153 | SF-7.2 |
| 24 | P | 6,680 | 0.153 | SF-7.2 |
| 25 | P | 6,680 | 0.153 | SF-7.2 |
| 26 | P | 6,680 | 0.153 | SF-7.2 |
| 27 | P | 6,680 | 0.153 | SF-7.2 |
| 28 | P | 6,680 | 0.153 | SF-7.2 |
| 29 | P | 6,680 | 0.153 | SF-7.2 |
| 30 | P | 6,680 | 0.153 | SF-7.2 |
| 31 | P | 7,980 | 0.183 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | Q | 11,380 | 0.261 | SF-10.5 |
| 2 | Q | 10,038 | 0.230 | SF-10.5 |
| 3 | Q | 12,403 | 0.285 | SF-10.5 |
| 4 | Q | 9,404 | 0.216 | SF-8.4 |
| 5 | Q | 7,800 | 0.179 | SF-8.4 |
| 6 | Q | 7,800 | 0.179 | SF-8.4 |
| 7 | Q | 7,800 | 0.179 | SF-8.4 |
| 8 | Q | 7,800 | 0.179 | SF-8.4 |
| 9 | Q | 7,800 | 0.179 | SF-8.4 |
| 10 | Q | 7,800 | 0.179 | SF-8.4 |
| 11 | Q | 7,800 | 0.179 | SF-8.4 |
| 12 | Q | 7,800 | 0.179 | SF-8.4 |
| 13 | Q | 7,800 | 0.179 | SF-8.4 |
| 14 | Q | 7,800 | 0.179 | SF-8.4 |
| 15 | Q | 7,800 | 0.179 | SF-8.4 |
| 16 | Q | 7,800 | 0.179 | SF-8.4 |
| 17 | Q | 7,800 | 0.179 | SF-8.4 |
| 18 | Q | 7,800 | 0.179 | SF-8.4 |
| 19 | Q | 7,800 | 0.179 | SF-8.4 |
| 20 | Q | 7,800 | 0.179 | SF-8.4 |
| 21 | Q | 7,800 | 0.179 | SF-8.4 |
| 22 | Q | 7,800 | 0.179 | SF-8.4 |
| 23 | Q | 7,810 | 0.179 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | R | 7,937 | 0.182 | SF-7.2 |
| 2 | R | 6,637 | 0.152 | SF-7.2 |
| 3 | R | 6,637 | 0.152 | SF-7.2 |
| 4 | R | 6,637 | 0.152 | SF-7.2 |
| 5 | R | 6,637 | 0.152 | SF-7.2 |
| 6 | R | 6,637 | 0.152 | SF-7.2 |
| 7 | R | 6,637 | 0.152 | SF-7.2 |
| 8 | R | 6,637 | 0.152 | SF-7.2 |
| 9 | R | 6,637 | 0.152 | SF-7.2 |
| 10 | R | 6,637 | 0.152 | SF-7.2 |
| 11 | R | 6,637 | 0.152 | SF-7.2 |
| 12 | R | 6,637 | 0.152 | SF-7.2 |
| 13 | R | 7,189 | 0.165 | SF-7.2 |
| 14 | R | 7,487 | 0.172 | SF-7.2 |
| 15 | R | 7,485 | 0.172 | SF-7.2 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | S | 14,832 | 0.340 | SF-10.5 |
| 2 | S | 11,554 | 0.265 | SF-10.5 |
| 3 | S | 11,385 | 0.261 | SF-10.5 |
| 4 | S | 10,944 | 0.251 | SF-10.5 |
| 5 | S | 7,877 | 0.181 | SF-7.2 |
| 6 | S | 7,792 | 0.179 | SF-7.2 |
| 7 | S | 7,418 | 0.170 | SF-7.2 |
| 8 | S | 8,609 | 0.198 | SF-7.2 |
| 9 | S | 10,742 | 0.247 | SF-7.2 |
| 10 | S | 8,987 | 0.206 | SF-7.2 |
| 11 | S | 7,814 | 0.179 | SF-7.2 |
| 12 | S | 6,845 | 0.157 | SF-7.2 |
| 13 | S | 6,665 | 0.153 | SF-7.2 |
| 14 | S | 6,665 | 0.153 | SF-7.2 |
| 15 | S | 6,665 | 0.153 | SF-7.2 |
| 16 | S | 6,665 | 0.153 | SF-7.2 |
| 17 | S | 6,665 | 0.153 | SF-7.2 |
| 18 | S | 6,665 | 0.153 | SF-7.2 |
| 19 | S | 6,665 | 0.153 | SF-7.2 |
| 20 | S | 6,665 | 0.153 | SF-7.2 |
| 21 | S | 6,687 | 0.154 | SF-7.2 |
| 22 | S | 8,419 | 0.193 | SF-8.4 |
| 23 | S | 8,419 | 0.193 | SF-8.4 |
| 24 | S | 8,419 | 0.193 | SF-8.4 |
| 25 | S | 8,419 | 0.193 | SF-8.4 |
| 26 | S | 8,419 | 0.193 | SF-8.4 |
| 27 | S | 8,419 | 0.193 | SF-8.4 |
| 28 | S | 8,419 | 0.193 | SF-8.4 |
| 29 | S | 8,419 | 0.193 | SF-8.4 |
| 30 | S | 8,419 | 0.193 | SF-8.4 |
| 31 | S | 11,873 | 0.273 | SF-8.4 |

### Lot Area Table

| Lot # | Block # | Square Feet | Acreage | Lot Type |
|---|---|---|---|---|
| 1 | T | 9,056 | 0.208 | SF-7.2 |
| 2 | T | 7,020 | 0.161 | SF-7.2 |
| 3 | T | 9,109 | 0.209 | SF-7.2 |
| 4 | T | 8,848 | 0.203 | SF-7.2 |
| 5 | T | 7,150 | 0.164 | SF-7.2 |
| 6 | T | 7,150 | 0.164 | SF-7.2 |
| 7 | T | 7,150 | 0.164 | SF-7.2 |
| 8 | T | 7,800 | 0.179 | SF-7.2 |

### Open Space Area Table

| Lot # | Block # | Acres |
|---|---|---|
| 1 | X | 1.057 |
| 2 | X | 0.525 |
| 3 | X | 9.732 |
| 4 | X | 0.564 |
| 5 | X | 0.046 |
| 6 | X | 0.096 |
| 7 | X | 0.093 |
| 8 | X | 1.516 |
| 9 | X | 0.624 |
| 10 | X | 0.806 |
| 11 | X | 1.471 |
| 12 | X | 0.316 |
| 13 | X | 0.119 |
| 14 | X | 0.119 |
| 15 | X | 0.119 |
| 16 | X | 0.119 |
| 17 | X | 0.046 |
| 18 | X | 0.099 |
| 19 | X | 12.175 |
| 20 | X | 0.040 |
| 21 | X | 0.213 |
| 22 | X | 0.596 |

### Centerline Line Table

| Line # | Bearing | Distance |
|---|---|---|
| L1 | N02°06'00"E | 38.09' |
| L2 | S25°05'59"E | 73.16' |
| L3 | S64°54'01"W | 119.11' |
| L4 | S36°11'53"W | 20.69' |
| L5 | S29°25'25"W | 37.04' |
| L6 | S38°36'47"E | 20.36' |
| L7 | S17°12'46"W | 49.85' |
| L9 | N35°33'11"E | 33.59' |
| L10 | S35°25'14"E | 32.62' |
| L11 | S63°22'52"E | 45.38' |
| L12 | S45°48'57"E | 31.63' |
| L13 | N86°38'46"E | 33.47' |
| L14 | N03°21'14"W | 26.20' |

### Lot Line Table

| Line # | Bearing | Distance |
|---|---|---|
| L15 | N04°57'04"W | 34.39' |
| L16 | N02°06'00"E | 4.02' |
| L17 | N14°30'11"E | 68.35' |
| L18 | S12°41'47"E | 47.23' |
| L19 | S31°34'54"E | 12.32' |
| L20 | N70°47'39"E | 48.18' |
| L21 | N60°01'08"E | 78.66' |
| L22 | S35°25'14"E | 18.11' |
| L23 | S77°10'20"W | 58.20' |

### Lot Curve Table

| Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance |
|---|---|---|---|---|---|
| C43 | 8.33' | 38.50' | 12°24'11" | N08°18'06"E | 8.32' |
| C44 | 16.46' | 88.50' | 10°39'25" | N10°16'46"W | 16.44' |
| C45 | 29.17' | 37.00' | 45°09'54" | N02°31'02"W | 28.42' |
| C46 | 63.45' | 71.50' | 50°50'28" | N05°21'19"W | 61.38' |
| C47 | 12.69' | 38.50' | 18°53'06" | S22°08'21"E | 12.63' |
| C48 | 71.80' | 53.00' | 77°37'27" | S70°23'38"E | 66.44' |
| C49 | 41.28' | 71.50' | 33°04'32" | N33°44'08"E | 40.70' |
| C50 | 30.37' | 41.52' | 41°54'16" | N37°23'09"E | 29.70' |
| C52 | 34.25' | 50.00' | 39°14'46" | N53°26'57"W | 33.58' |
| C53 | 38.28' | 40.00' | 54°49'53" | N25°47'56"W | 36.84' |
| C54 | 44.86' | 28.00' | 91°48'07" | N07°19'42"W | 40.22' |
| C55 | 44.04' | 28.00' | 90°07'20" | S83°38'01"W | 39.64' |

### Centerline Curve Table

| Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance |
|---|---|---|---|---|---|
| C1 | 184.98' | 300.00' | 35°19'43" | N19°45'51"E | 182.06' |
| C2 | 65.70' | 300.00' | 12°32'52" | S04°10'26"E | 65.57' |
| C3 | 223.61' | 300.00' | 42°42'26" | S10°54'21"W | 218.47' |
| C4 | 327.40' | 300.00' | 62°31'41" | S06°09'52"W | 311.39' |
| C5 | 300.33' | 300.00' | 57°21'32" | S03°34'48"W | 287.95' |
| C6 | 270.80' | 300.00' | 51°43'06" | N89°14'25"W | 261.70' |
| C7 | 178.03' | 200.00' | 51°00'06" | S88°52'55"E | 172.21' |
| C8 | 136.13' | 200.00' | 38°59'54" | N46°07'05"E | 133.52' |
| C9 | 285.56' | 1370.00' | 11°56'33" | N57°16'36"W | 285.04' |
| C10 | 65.66' | 200.00' | 18°48'36" | S60°42'38"E | 65.36' |
| C11 | 92.89' | 400.00' | 13°18'20" | N71°14'17"W | 92.68' |
| C12 | 233.04' | 250.00' | 53°24'33" | N05°49'08"W | 224.70' |
| C13 | 42.03' | 2000.00' | 1°12'15" | N63°59'00"W | 42.03' |
| C14 | 174.55' | 400.00' | 25°00'08" | N14°07'04"E | 173.17' |
| C15 | 309.82' | 710.00' | 25°00'08" | N14°07'04"E | 307.37' |
| C16 | 445.10' | 1020.00' | 25°00'08" | N14°07'04"E | 441.57' |
| C17 | 318.23' | 1525.00' | 11°57'22" | N57°17'00"W | 317.65' |
| C18 | 141.16' | 200.00' | 40°26'26" | S39°26'27"E | 138.25' |
| C19 | 70.95' | 1684.00' | 2°24'51" | N52°57'18"W | 70.95' |
| C20 | 44.30' | 200.00' | 12°41'33" | N44°57'33"W | 44.21' |
| C21 | 148.59' | 325.00' | 26°11'42" | N42°31'16"E | 147.30' |
| C22 | 239.78' | 310.00' | 44°18'59" | S39°22'16"W | 233.84' |
| C23 | 120.24' | 200.00' | 34°26'44" | N34°26'08"E | 118.43' |
| C24 | 41.37' | 1305.00' | 1°48'58" | N52°33'59"E | 41.37' |
| C25 | 79.05' | 300.00' | 15°05'53" | N43°45'23"W | 78.82' |
| C26 | 216.03' | 1025.00' | 12°04'33" | N57°20'36"W | 215.63' |
| C27 | 136.13' | 200.00' | 38°59'54" | N43°52'55"W | 133.52' |
| C28 | 136.13' | 200.00' | 38°59'54" | S43°52'55"E | 133.52' |
| C29 | 116.17' | 745.00' | 8°56'03" | N58°54'51"W | 116.05' |
| C30 | 161.06' | 875.00' | 10°32'47" | N46°01'56"W | 160.83' |
| C31 | 38.98' | 250.00' | 8°56'03" | N31°05'09"E | 38.94' |
| C32 | 170.80' | 350.00' | 27°57'38" | N49°24'03"W | 169.11' |
| C33 | 95.24' | 250.00' | 21°49'39" | N74°17'42"W | 94.67' |
| C34 | 285.72' | 750.00' | 21°49'39" | S15°42'18"W | 284.00' |
| C35 | 276.33' | 520.00' | 30°26'49" | N33°01'32"E | 273.09' |
| C36 | 78.93' | 490.00' | 9°13'46" | N67°59'45"W | 78.85' |
| C37 | 91.97' | 300.00' | 17°33'55" | N54°35'55"W | 91.61' |
| C38 | 90.47' | 2595.00' | 1°59'51" | S49°47'16"W | 90.47' |
| C39 | 171.47' | 450.00' | 21°49'54" | S52°27'55"E | 170.43' |
| C40 | 157.11' | 250.00' | 36°00'21" | N81°23'03"W | 154.53' |
| C41 | 129.34' | 500.00' | 14°49'15" | S73°12'