

AGENDA
City Council Meeting



Tuesday, May 27, 2025 @ 6:00 PM

Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409

The City Council of the City of Anna will meet on Tuesday, May 27, 2025 at 6:00 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

Welcome to the City Council meeting. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

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

4. Reports.

Receive reports from Staff or the City Council about items of community interest.

Items of community interest include: expression of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the Agenda.

a. Recognize Outgoing Council Member Lee Miller for his Dedication and Service to the City of Anna. (Mayor Pro Tem Stan Carver II)

b. City Secretary to Administer Oath of Office to Newly Elected Council Members, Kelly Herndon and Manny Singh. (City Secretary Carrie Land)

5. Consent Items.

These items consist of non-controversial or "housekeeping" items required by law.

Items may be considered individually by any Council Member making such request prior to a motion and vote on the Consent Items.

- a. Approve City Council Meeting Minutes for May 13, 2025. (City Secretary Carrie Land)
- b. Review Minutes of the March 17, 2025, and April 21, 2025, Parks and Recreation Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)
- c. Review Monthly Financial Report for the Month Ending April 30, 2025. (Budget Manager Terri Doby)
- d. Approve a Resolution authorizing the City Manager to execute a license agreement with Dallas Area Rapid Transit for public utility facilities crossings. (Assistant City Manager Greg Peters, P.E.)
- e. Approve an Ordinance abandoning a 20' alley deemed unnecessary for use by the public and authorizing the Mayor to execute a Quitclaim Deed to transfer the property to the adjacent landowner in a form approved by the City Attorney. (Planning Manager Lauren Mecke)
- f. Approve a Resolution regarding Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008) (Planning Manager Lauren Mecke)
- g. Approve Resolution authorizing the City Manager to execute a Professional Services Project Order with Project Advocates for a Survey and Plat of Slayter Creek Park (Park Planning & Development Manager Dalan Walker)
- h. Approve a Resolution authorizing the City Manager to execute purchase orders in the amount not to exceed \$567,000 with Garney Companies, Incorporated for the pre-construction and procurement services required for the 4 million gallon per day phase at the Hurricane Creek Wastewater Treatment Plant. (Assistant City Manager Greg Peters, P.E.)
- i. Approve a Resolution authorizing the City Manager to execute a project specific agreement with Kimley-Horn Incorporated for the design and construction phase services required for the 4 million gallon per day phase at the Hurricane Creek Wastewater Treatment Plant. (Assistant City Manager Greg Peters, P.E.)

6. Items For Individual Consideration and Public Hearings.

At the time and place of any public hearing held during this meeting, all persons who desire will have an opportunity to be heard in opposition to or in favor of the ordinance, application, or other proposed item.

- a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request for a Specific Use Permit for a Commercial Radio, TV, or Microwave Operations (Telecommunications) Tower on Urban Crossing, Block A, Lot 19R (HOA Common Area Lot) (SUP 25-0003)(Planning Manager Lauren Mecke)
- b. Consider/Discuss/Action on a Resolution regarding Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)(Planning Manager Lauren Mecke)
- c. Consider/Discuss/Action on a Resolution approving a Development Agreement with OPP-Oak Ridge, LP. (Director of Economic Development Bernie Parker)
- d. Consider/Discuss/Action on a Resolution of the City Council of the City of Anna, Texas, finding that a public necessity exists for the acquisition of a permanent right of way on and under 1.25 acres of real property, a permanent sanitary

sewer easement providing limited rights on and under 0.66 acres of real property, and a temporary construction easement providing limited rights on and under 0.65 acres of real property more or less; authorizing the City Manager, staff, contractors, and the city's attorneys to acquire said easements by any lawful means, including but not limited to negotiations, and, if necessary, proceedings in eminent domain; providing an effective date. (Assistant City Manager Greg Peters, P.E.)

- e. Consider/Discuss/Action on a Resolution accepting the FY2024 Audit. (Finance Director Aimee Rae Ferguson)

7. **Closed Session (Exceptions).**

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). 53rd District Court, Travis County, Texas, Cause No. D-1-GN-23-007785, *City of Grand Prairie, et al. v. State of Texas, et al.*; Emergency Services District
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

The Council further reserves the right to enter into Executive Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

- 8. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

9. **Adjourn.**

This is to certify that I, Carrie L Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 05/23/2025.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this Agenda. Notwithstanding the foregoing or any other statement in this Agenda, the Council shall not take action on any item until after providing an opportunity for public testimony under the "Neighbor Comments" item or after any public hearing held under applicable law.
2. The Council reserves the right to retire into closed executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. In accordance with the Americans with Disabilities Act, it is the policy of the City of Anna to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Email adacompliance@annatexas.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at <https://annatexas.gov/ada>.



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025

Staff Contact:

AGENDA ITEM:

Recognize Outgoing Council Member Lee Miller for his Dedication and Service to the City of Anna. (Mayor Pro Tem Stan Carver II)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025

Staff Contact:

AGENDA ITEM:

City Secretary to Administer Oath of Office to Newly Elected Council Members, Kelly Herndon and Manny Singh. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for May 13, 2025. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:

1. 2025-05-13 Work Session Minutes
2. 2025-05-13 Regular Meeting Minutes

**City Council Work Session
Meeting Minutes**



Tuesday, May 13, 2025 @ 5:30 PM

**Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna met in a Closed Session on Tuesday, May 13, 2025, at 5:30 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

Mayor Pro Tem Carver called the meeting to order at 5:31 PM.

Members Present:

Mayor Pete Cain
Mayor Pro Tem Stan Carver II
Deputy Mayor Pro Tem Elden Baker
Council Member Kevin Toten
Council Member Jody Bills
Council Member Lee Miller

Members Absent:

Council Member Kelly Herndon

2. Closed Session (Exceptions).

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is

conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Mayor Pro Tem Carver moved to enter closed session. Deputy Mayor Pro Tem Baker seconded. Motion carried 6-0.

Mayor Pro Tem Carver recessed the meeting at 5:31 PM.

Mayor Cain reconvened the meeting at 5:58 PM.

The Council further reserves the right to enter into Executive Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

3. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

4. **Adjourn.**

Mayor Cain adjourned the meeting at 5:59 PM.

APPROVED this _____ day of _____, 2025

Mayor Pete Cain

ATTEST:

City Secretary Carrie L. Land



**Regular City Council Meeting
Meeting Minutes**

Tuesday, May 13, 2025 @ 6:00 PM

**Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna met on Tuesday, May 13, 2025, at 6:00 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

Mayor Cain called the meeting to order at 6:03 PM.

Members Present:

Mayor Pete Cain
Mayor Pro Tem Stan Carver II
Deputy Mayor Pro Tem Elden Baker
Council Member Kevin Toten
Council Member Jody Bills
Council Member Lee Miller

Members Absent:

Council Member Kelly Herndon

2. Invocation and Pledge of Allegiance.

Mayor Pro Tem Carver led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

No comments given.

4. Reports.

No reports given.

5. Consent Items.

MOTION: Council Member Toten moved to approve items 5a - 5h, 5j, 5k and pull item 5i. Deputy Mayor Pro Tem Baker seconded. Motion carried 6-0.

- a. Approve City Council Meeting Minutes for April 22, 2025. (City Secretary Carrie Land)
- b. Review Minutes of the April 3, 2025, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Director of Economic Development Bernie Parker)
- c. Review Minutes of the March 24, 2025, Neighbor Engagement and Inclusion Advisory Commission Meeting. (Assistant City Manager Taylor Lough)
- d. Approve the Quarterly Investment Report for the period ending March 31, 2025. (Director of Finance Aimee Ferguson)
- e. Approve an Ordinance amending the local fire code permit fee schedule. (Fire Chief, Ray Isom)

This Ordinance updates the current permit fee schedule contained in the local fire code ordinances which contains local amendments and North Central Texas Council of Governments (NCTCOG) Amendments to the International Fire Code, 2015 edition. The permit fee schedule is contained in Article 6.02, Appendix 1., Section 105, Table 105.8.1 and Table 105.8.2.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ATTACHMENT 1 (IFC 2015 AMENDMENTS), SECTION 105.8.1 (CONSTRUCTION PERMIT FEES) AND TABLE 105.8.1 THERETO AND TABLE 105.8.2 (CONSTRUCTION/PERMIT RE-INSPECTION FEES/AFTER HOURS INSPECTION FEES; INSPECTION OF EXISTING PREMISES) BY ADOPTING LOCAL AMENDMENTS TO THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

- f. Approve a Resolution authorizing the City Manager to execute a project specific agreement with Parkhill for the Police Station Facility Study. (Assistant City Manager Greg Peters, P.E.)

In April, City Council authorized the City Manager to enter into a master service agreement with Parkhill for feasibility and facility studies. Staff has begun working with the consultant to develop a scope and fee proposal for the study needed for the future police station. This item is to approve the proposal specifically for the police study.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PARKHILL, INCORPORATED FOR THE POLICE STATION FACILITY STUDY IN AN AMOUNT NOT TO EXCEED

NINETY THOUSAND DOLLARS (\$90,000), IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

- g. Approve a Resolution authorizing the City Manager to execute a project specific agreement with BRW for the Public Works Facility Study. (Assistant City Manager Greg Peters, P.E.)

In April, City Council authorized the City Manager to enter into a master service agreement with BRW for feasibility and facility studies. Staff has begun working with the consultant to develop a scope and fee proposal for the study needed for the future Public Works facility expansion. This item is to approve the proposal specifically for the Public Works study.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BROWN REYNOLDS WATFORD ARCHITECTS FOR THE PUBLIC WORKS FACILITY STUDY, IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000), IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

- h. Approve a Resolution authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for a landscaping project at US 75 and FM 455. (Assistant City Manager Greg Peters, P.E.)

In 2024, Keep Texas Beautiful recognized the City of Anna as one of 10 winners of the Governor's Community Achievement Awards (GCAA) as an outstanding clean and beautiful community. The city was awarded \$180,000 towards a landscaping project to be completed in collaboration with TxDOT along a state-maintained road. The City of Anna has also received a stately cast aluminum metal plaque to be placed at the completed project.

To best utilize this funding, the city will provide a fixed contribution in the amount of \$220,000 to the state. The City of Anna will also be responsible for an indirect state cost of \$11,638.00 for a total of \$231,638.00. Funding for this project will come from the Infrastructure Investment Fund.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS; WITH AN EFFECTIVE DATE.

- i. Approve a Resolution authorizing the City Manager to execute a contract with Conventions, Sports & Leisure International (CSL) to conduct a market and financial feasibility study related to the potential development of the proposed

StarCenter Multisport Complex. (Director of Economic Development Bernie Parker)

The City of Anna is exploring a potential partnership with the Dallas Stars to develop a StarCenter multisport complex that may include indoor recreation facilities such as ice rinks, courts, and turf fields. This facility is envisioned to serve local, regional, and national users, enhancing the City's recreational offerings and economic development potential.

To make an informed decision, the City requires a comprehensive market and financial feasibility analysis. CSL is a nationally recognized firm with deep expertise in sports and recreation facility planning and analysis. Their proposed study will consist of three phases: Market Analysis, Financial Operating Projections, and Economic & Fiscal Impact Assessment.

MOTION: Council Member Toten moved to approve. Deputy Mayor Pro Tem Baker seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (CSL) TO CONDUCT A MARKET AND FINANCIAL FEASIBILITY STUDY IN THE AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000).

- j. Approve a Resolution supporting the City of Anna's application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for projects. (CIP Manager Muhamad Madhat)

The Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance on pedestrian and bicycle projects. The City has reviewed the program requirements and identified sidewalk improvements in Anna which are eligible for the program.

The proposed project is primarily located along the US 75 frontage road between W. White Street and Hackberry Drive. Specifically, the project scope includes 4,265 linear feet of a shared use path/sidewalk, and lighting for safety. The project will provide improved pedestrian access to Walmart, Chick-Fil-A, Chili's, Home Depot, and multiple other commercial locations in the adjacent commercial development. In addition, the project would include an improved pedestrian crossing at the intersection of White Street and Buddy Hayes Boulevard.

If the proposed project is selected by TxDOT for funding, this sidewalk will provide safe, accessible infrastructure for pedestrians, cyclists, and other non-motorized users, encouraging healthy lifestyles, reducing traffic congestion, and improving connectivity between key destinations in this area. By enhancing transportation options and recreational amenities, the project aligns with the city's goals to attract visitors, support local businesses, and create a more livable and sustainable community.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, SUPPORTING THE CITY OF ANNA'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS.

- k. Approve a Resolution authorizing the City Manager to execute a purchase order for the construction of an all-weather surface in the equipment yard at the Public Works facility in the City of Anna, Texas. (Director of Public Works Steven Smith)

The Public Works facility in the City of Anna is located on State Highway 5 in the northern portion of the City. Currently, there are no improved surfaces in the equipment and materials yard behind the public works building. As the volume of work, materials, and equipment has grown, the lack of an all-weather surface is resulting in an excessive amount of mud collecting on equipment, trailers and vehicles, which is then often displaced onto public streets, causing a nuisance for the community. Constructing an all-weather surface will significantly reduce the tracking of mud and dirt off of the site, resulting in cleaner roads for neighbors. In addition, during and after large rain events, the lack of an all-weather surface impacts the ability of the public works team to efficiently move the equipment and materials which are critical to serving Anna neighbors.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS TO WOPAC CONSTRUCTION, INCORPORATED FOR THE CONSTRUCTION OF AN ALL WEATHER SURFACE AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$212,350); AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Items For Individual Consideration and Public Hearings.**

- a. Consider/Discuss/Action to approve a Resolution directing Publication of Notice of Intention to Issue up to \$85,500,000 Combination Tax and Revenue Certificates of Obligation to Provide Funds for New Police Station and Wastewater Treatment Plant Expansion Projects; and Resolving other Matters relating to the Subject. (City Manager Ryan Henderson)

Anna continues to see our needs for City facilities expand as we continue to grow. One means of financing large capital projects is through the use of municipal debt. One common form of borrowing is certificates of obligation (COs). In the City of Anna, debt is used to fund roads, facilities, parks, equipment and water and sewer infrastructure.

The City's Financial Advisor provided a presentation with a plan of finance for Combination Tax and Revenue Certificates of Obligation (CO), for Council's consideration. The presentation included the proposed projects and a schedule for the sale.

MOTION: Deputy Mayor Pro Tem Baker moved to approve. Mayor Pro Tem Carver seconded. Motion carried 5-1. Council Member Miller abstained.

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE UP TO \$85,500,000 COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR NEW POLICE STATION AND WASTEWATER TREATMENT PLANT EXPANSION PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

- b. Consider/Discuss/Action on a Resolution approving an Economic Development Incentive Agreement with the Seitz Group, Inc. for Commercial/Retail Development. (Director of Economic Development Bernie Parker)

Several months ago, the Economic Development Staff was approached regarding a proposed 56-acre commercial development at the northeast intersection of Rosamond and US Highway 75 in the City of Anna. This project, which includes multiple national brand retailers and eleven retail outparcel units, represents a strategic priority for the city. Recognizing the importance of this development, staff worked in coordination with the City Attorney to prepare an Economic Development Incentive Agreement for consideration by the City Council.

MOTION: Mayor Pro Tem Carver moved to approve. Deputy Mayor Pro Tem Baker seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN INCENTIVE AGREEMENT WITH SEITZ GROUP, INC.

- c. Conduct a Public Hearing and take testimony pursuant to Section 372.009, Texas local Government Code regarding the advisability of establishing The Landing Public Improvement District within the City of Anna, Texas and ordering public improvements for the benefit of such District. (Director of Economic Development Bernie Parker)

Staff recommended conducting a public hearing and taking testimony pursuant to Section 372.009, Texas local Government Code regarding the advisability of establishing The Landing Public Improvement District within the City of Anna, Texas and ordering public improvements for the benefit of such District.

Mayor Cain opened the public hearing at 6:33 PM.

Mayor Cain closed the public hearing at 6:33 PM.

- d. Consider/Discuss/Action to approve a Resolution Regarding the Creation of the Landing Public Improvement District and Ordering Public Improvements to be made for the Benefit of Such District; Providing for a Severability Clause;

Providing an Effective Date; and Containing Other Matters Relating to the Subject. (Director of Economic Development, Bernie Parker)

City Council approved a Development Agreement with Rockhill Contracts I, LLC on May 14, 2024, which stated that the city would use reasonable efforts to create a Public Improvement District (PID). The development is approximately 83 acres with 336 SF Lots located within the City Limits of Anna, TX. Located East of AnnaCapri, south of Tara Farms at the intersection of County Road 371 (Lindsey Ln) and Hwy 5.

MOTION: Council Member Miller moved to approve. Council Member Totten seconded. Motion carried 6-0.

A RESOLUTION REGARDING THE CREATION OF THE LANDING PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

- e. Consider/Discuss/Action on an Ordinance Canvassing the May 3, 2025, General Election results. (City Secretary Carrie Land)

A general election was held in the City of Anna, Texas (the "City") on May 3, 2025, for the purpose of electing three city council members, each for a three-year term.

The following persons were elected: Council Member, Place 4 of the City for a term of three (3) years: Kelly Herndon; and Council Member, Place 6 of the City for term of three (3) years: Manny Singh.

It is hereby certified that no candidate received a majority of the votes cast in the May 3, 2025, election for Place 2 of the City Council. A runoff election between Allison Inesta and Nathan Bryan shall therefore be required.

MOTION: Council Member Totten moved to approve. Council Member Bills seconded. Motion carried 6-0.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS CANVASSING THE RETURNS OF A GENERAL ELECTION OF THREE CITY COUNCIL PLACES FOR THREE-YEAR TERMS EXPIRING MAY 2028.

- f. Consider/Discuss/Action on an Ordinance Ordering a Runoff Election to be held June 7, 2025. (City Secretary Carrie Land)

In accordance with Article 5, Section 5.04(a) of the Charter of the City of Anna, Texas ("City"), a runoff election is required if no candidate for a City elective office receives a majority of the votes cast.

At the May 3, 2025, election, no candidate for Place 2 on the Council received a

majority of the votes cast. If a candidate does not receive enough votes to be elected in an election requiring a majority vote, a runoff election is required for the candidates who receive the highest and second-highest number of votes. It is necessary that the Council order a runoff election to be held on the 7th day of June 2025, from 7:00 a.m. to 7:00 p.m., for the purpose of electing one council member for Place 2.

MOTION: Council Member Miller moved to approve. Mayor Pro Tem Carver seconded. Motion carried 6-0.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 7, 2025, FOR THE PURPOSE OF ELECTING ONE CITY COUNCIL MEMBER; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Closed Session (Exceptions).

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Council Member Toten moved to enter closed session. Council Member Bills seconded. Motion carried 6-0.

Mayor Cain recessed the meeting at 6:47 PM.

Mayor Cain reconvened the meeting at 7:56 PM.

The Council further reserves the right to enter into Executive Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

8. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

9. **Adjourn.**

Mayor Cain adjourned the meeting at 7:56 PM.

APPROVED this _____ day of _____, 2025

Mayor Pete Cain

ATTEST:

City Secretary Carrie L. Land



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Marc Marchand

AGENDA ITEM:

Review Minutes of the March 17, 2025, and April 21, 2025, Parks and Recreation Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

This item is to provide the City Council with meeting minutes from recent Parks and Recreation Advisory Board Meetings.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The City of Anna Parks and Recreation Advisory Board is tasked with two primary objectives:

1. Provide recommendations to the City Council and City staff as requested from time to time on matters relating to the City's parks and recreation activities and facilities; and
2. Assist in the promotion of park-related programs and encourage donations of land, equipment, and resources in support of parks and recreation activities.

The board generally meets on a monthly basis, and is comprised of seven Anna neighbors appointed by the City Council.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. 3-17-2025 Park Advisory Board Meeting Minutes
2. 4-21-2025 Park Advisory Board Meeting Minutes

MEETING MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, March 17, 2025 @ 6:00 PM

Anna Municipal Complex
120 W 7th street
Anna, TX 75409

The Parks Advisory Board of the City of Anna met at 6:00PM, on March 17, 2025, at Anna Municipal Complex, located at 120 W. 7th Street, Anna TX 75409, to consider the following items.

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

Parks Advisory Board Member Susan Jones called the meeting to order at 6:02PM. Quorum was established. following Parks Advisory Board members were in attendance David Colegrove , Rachel Sinagra, Choya Morrison and Nichole Hunt. Susan Jones, Kennon Weaver and Alastair Hunte were absent.

Staff present included Park Planning and Development Manager Dalan Walker, Assistant City Manager Greg Peters, Director of Neighborhood Services Marc Marchand and Assistant Director of Neighborhood Services Jeff Freeth were present.

2. Invocation and Pledge of Allegiance

Parks Advisory Board Member Nichole Hunt led the Pledge of Allegiance and Prayer.

3. Neighbor Comments

City council member Kevin Toten parks board lesion made a comment on the Charter review and the possibility of parks sub committees. City council said no to parks sub committees.

4. Receive a Report

- a. Received a report on parks maintenance and recreation programs and events update.
- b. Receive a report on the parks master plan update.

5. Project Update

- a. Received report on CIP Project update.
- b. Receive a report on the parks master plan update.

6. Items for Individual Consideration

- a. Discuss, Consider, Action on Parks Advisory Board meeting minutes for February 10th, 2025.

MOTION: Park Advisory Board Member David Colegrove made a motion to approve the minutes once misspelling were rectified. Seconded by Nichole Hunt. Motion Carried.

7. Itemsfor FutureConsideration—none.

8. Adjourn

Parks Advisory Board member Choya Morrison adjourned the meeting at 6:24PM.



Marc Marchand, Director of Neighborhood Services

ATTEST:  _____

MEETING MINUTES
ANNA PARKS ADVISORY BOARD MEETING
Monday, April 21, 2025 @ 6:00 PM

Anna Municipal Complex
120 W 7th street
Anna, TX 75409

The Parks Advisory Board of the City of Anna met at 6:00PM, on April 21, 2025, at Anna Municipal Complex, located at 120 W. 7th Street, Anna TX 75409, to consider the following items.

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

Parks Advisory Board Member Susan Jones called the meeting to order at 6:03PM. Quorum was established following Parks Advisory Board members were in attendance David Colegrove, Choya Morrison and Nichole Hunt. Susan Jones, Kennon Weaver and Alastair Hunte. Rachel Sinagra was absent.

Staff present included Park Planning and Development Manager Dalan Walker, Assistant City Manager Greg Peters, Director of Neighborhood Services Marc Marchand, Assistant Director of Neighborhood Services Jeff Freeth and City Council Member Kevin Toten and Elden Baker were present.

2. Invocation and Pledge of Allegiance

Parks Advisory Board Member Kennon Weaver led the Pledge of Allegiance and Prayer.

3. Neighbor Comments

The concerns presented by neighbors were noted by staff.

4. Receive a Report

Received a report on parks maintenance and recreation programs and events update.

5. Project Update

Received a report on parks and maintenance and recreation programs and events.

6. Items for Individual Consideration

a. Discuss, Consider, Action on the proposed special event permit submitted by Lakeview Estates HOA for a spring community event on Saturday, May 10th, 2025, at Baldwin Park.

MOTION: Park Advisory Board Member David Colegrove made a motion to recommend to the Council that the special event permit be granted for the Lakeview Estate HOA event. Seconded by Nichole Hunt. Motion Carried.

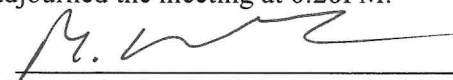
b. Discuss, Consider, Action on the proposed special event permit submitted by Mission Men of Anna for a Car Show on Saturday, May 10th, 2025, at the City of Anna Municipal Complex.

MOTION: Park Advisory Board Member Choya Morrison made a motion to recommend to the council that the special event permit be granted for the Mission Men of Anna car show. Seconded by Alastair Hunte. Motion Carried.

7. Items or Future Consideration – none.

8. Adjourn

Parks Advisory Board member Susan Jones adjourned the meeting at 6:28PM.



Marc Marchand, Director of Neighborhood Services

ATTEST:  _____



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Terri Doby

AGENDA ITEM:

Review Monthly Financial Report for the Month Ending April 30, 2025. (Budget Manager Terri Doby)

SUMMARY:

This report covers the financial performance for Fiscal Year 2025 through April 30, 2025.

FINANCIAL IMPACT:

Information only

BACKGROUND:

The City of Anna's financial policies require the publication of a financial report monthly. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections. The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

The FY2025 Budget was adopted on September 10, 2024.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. FY2025 City Council Monthly Financial Report April

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through April 30, 2025

Positive Positive variance compared to historical trends
Warning Negative variance of 3%-5% compared to historical trends
Negative Negative variance of >5% compared to historical trends

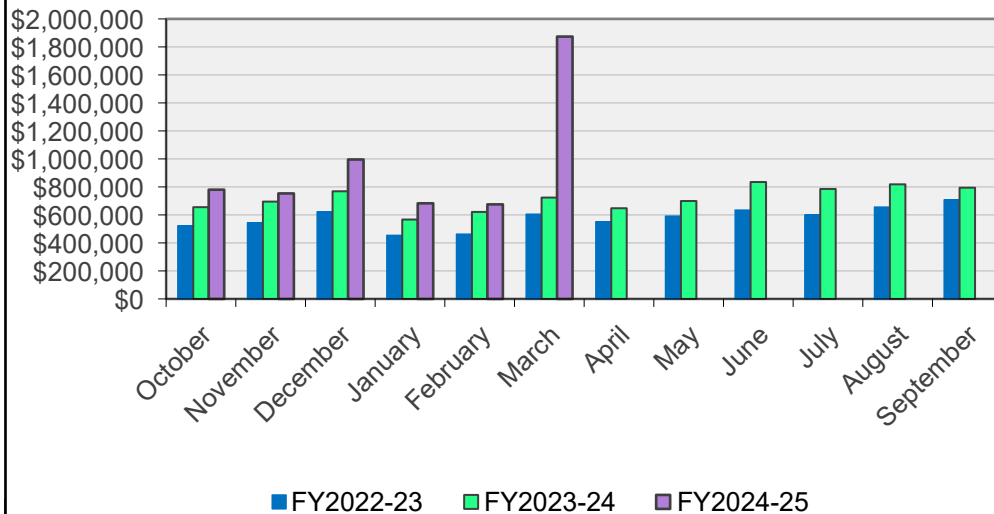
	FY2025 Budget	FY2025 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 13,093,602	\$ 13,367,093	102%	Property taxes are due January 31st.
Sales Tax	5,220,000	3,600,704	69%	Remitted from the Comptroller with lag time of 30 - 60 days; includes remittances thru March.
Franchise and Local Taxes	1,030,000	497,132	48%	Franchise fees are paid quarterly.
Charges for Services	1,000,000	959,152	96%	
Fines	400,000	329,799	82%	
Permits, Licenses and Fees	4,757,000	3,278,055	69%	
Investment Income	800,000	339,850	42%	
Other Revenues	-	178,698	100%	
Revenue Total	\$ 26,300,602	\$ 22,550,483	86%	With 58% of the year expired, revenues recorded are at 86% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 26,257,276	\$ 15,409,281	59%	With 58% of the year expired, expenses are 59% of budget and include several one-time expenses.
Utility Fund				
REVENUES				
Water Sales	\$ 11,125,000	\$ 5,309,261	48%	Reflects a one month lag in collection of revenues; water revenues are traditionally higher in summer.
Sewer Charges	8,525,000	4,544,642	53%	Reflects a one month lag in collection of revenues.
Sanitation Revenue	3,730,000	1,834,961	49%	Reflects a one month lag in collection of revenues.
Other Charges for Services	680,000	401,824	59%	
Permits, Licenses and Fees	2,083,000	666,559	32%	
Investment Income	502,000	191,525	38%	
Other Revenues	1,000	61,198	6120%	
Utility Fund Total	\$ 26,646,000	\$ 13,009,970	49%	With 58% of the year expired, revenues recorded in the General Ledger are at 49% of budget including one month lag in collections.
EXPENDITURES				
Administration	\$ 1,925,085	\$ 1,229,739	64%	Includes one-time expense for property and liability insurance
Water	7,986,169	5,342,292	67%	Includes first of twice yearly debt service payments.
Sewer	12,145,452	6,428,031	53%	
Sanitation	3,600,000	1,863,062	52%	
Utility Billing	1,167,911	1,050,380	90%	Includes one-time expense for software and higher than budgeted credit card fees.
Utility Fund Total	\$ 26,824,617	\$ 15,913,504	59%	With 58% of the year expired, expenses are 59% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month March 31, 2025

	2024-25 Collections Monthly	% Change from Prior Year	2023-24 Collections Monthly
October	\$ 780,090	19%	\$ 655,358
November	753,401	8%	695,026
December	995,930	30%	768,837
January	682,766	20%	566,981
February	675,214	9%	621,381
March	1,873,725	159%	723,838
April			647,636
May			699,251
June			835,007
July			785,388
August			818,441
September			794,437
	\$ 5,761,126		\$ 8,611,581

Budget: 6,753,000 85%

**Monthly Sales Tax Collections:
3 Year Comparison**

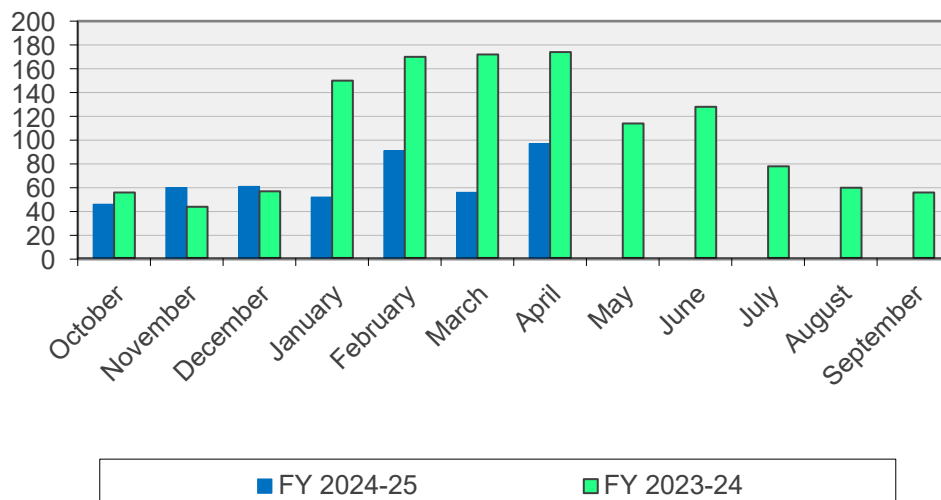


CITY OF ANNA
Building Permits Received
Thru the month April 30, 2025

	FY 2024-25 Monthly	FY 2023-24 Monthly
October	46	56
November	60	44
December	61	57
January	52	150
February	91	170
March	56	172
April	97	174
May		114
June		128
July		78
August		60
September		56
	463	1,259

	% Budget	
FY2025 Budget:	800	58%

**Monthly Building Permits Received:
2 Year Comparison**





Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a license agreement with Dallas Area Rapid Transit for public utility facilities crossings. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is to approve the execution of a license agreement with Dallas Area Rapid Transit (DART), to allow the City to own and operate public utilities which cross the DART right-of-way.

FINANCIAL IMPACT:

Funding for this contract and annual fee is available in the FY2025 Utility Fund budget in the amount of \$1,800.

BACKGROUND:

Dallas Area Rapid Transit (DART) is the current owner of an existing rail line and railroad right-of-way located within the City of Anna, running north-south adjacent to State Highway 5. The City of Anna is continuing to grow, and is required to provide public water and sanitary sewer service on both sides of the DART right-of-way. In order to receive authorization to construct and maintain these public utility crossings, DART requires the city to enter into a license agreement which defines the responsibilities of both parties. In addition, the City pays an annual fee to DART for the right to own and operate facilities located in the DART right-of-way.

This item is for a license agreement which covers a sanitary sewer line crossing located near the intersection of Lindsey Lane and State Highway 5.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution and Agreement - DART License Agreement
2. License Agreement-222373-City of Anna

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH DALLAS AREA RAPID TRANSIT; WITH AN EFFECTIVE DATE.

WHEREAS, Dallas Area Rapid Transit is the owner of real property in the City of Anna, Texas; and,

WHEREAS, Dallas Area Rapid Transit requires license agreements for all City facilities located within the Dallas Area Rapid Transit right-of-way; and,

WHEREAS, the City of Anna, Texas is the owner and operator of public utility facilities which serve the public with potable drinking water and sanitary sewer collection, transmission, and treatment facilities; and,

WHEREAS, it is necessary for the City of Anna, Texas to own and operate underground public utility facilities which cross Dallas Area Rapid Transit right-of-way to provide utility services to Anna neighbors; and,

WHEREAS, the proposed license agreement and associated license fee shall grant certain rights to the City of Anna, Texas to operate and maintain public utility facilities within the Dallas Area Rapid Transit right-of-way; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization of Agreement and Funding.

The City Council of the City of Anna, Texas, authorizes the City Manager to execute the attached License Agreement, subject to approval as to legal form by the City Attorney.

The City Council of the City of Anna, Texas, authorizes the City Manager to make annual payments to Dallas Area Rapid Transit in the amount of \$1,800 per year in accordance with the attached license agreement. The license agreement fee shall be budgeted and paid from the Utility Fund.

PASSED AND APPROVED by the City Council of the City of Anna on this ____ day of May 2025.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A
(following page)

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority created, organized, and existing pursuant to Chapter 452, Texas Transportation Code, with offices at 1401 Pacific Avenue, Dallas, Texas 75202, and CITY OF ANNA (“Licensee”), a Texas home rule municipal corporation located at P.O. Box 186, Anna Texas 75409.

Whereas, DART previously permitted the installation of Permitted Improvement (as defined below) with a separate entity in 2015.

Whereas, Licensee is taking on responsibilities and desires a new license agreement with DART.

DART and Licensee (individually referred to herein as a “Party” or collectively as “Parties”) agree as follows:

I. Definitions.

- 1.1 “Corridor” shall mean DART’s railroad corridor between Dallas and Sherman, Texas.
- 1.2 “Effective Date” shall mean the date this Agreement is last signed by a Party.
- 1.3 “Permitted Improvement” shall mean one (1) underground 8-inch PVC sanitary sewer line inside a 20-inch steel casing pipe, more particularly detailed in Exhibit A, attached to this Agreement and fully incorporated herein.
- 1.4 “Permitted Use” shall mean designing, constructing, installing, operating, reconstructing, maintaining, repairing, replacing, and removing the Permitted Improvement at the Property.
- 1.5 The “Property” where the Permitted Improvement is located shall mean the tract of right-of-way on the Corridor located at:
 - Mile Post 309.40
 - Latitude: 33.374902 / Longitude: -96.552812
 - Anna, Collin County, Texas
- 1.6 “Railroad” shall mean Dallas, Garland & Northeastern Railroad, Inc, which holds certain rights and obligations with respect to freight railroad operations on the Corridor, and any future freight operators, passenger operators, and entities providing passenger service or railroad maintenance on the Corridor during the term of this Agreement pursuant to an agreement with DART.

II. Consideration.

- 2.1 License Fee. Licensee shall pay ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) per annum. The License Fee shall be due on the Effective Date and then continuously thereafter on an annual basis. Licensee shall timely pay the License Fee regardless of whether Licensee receives an invoice or other reminder from DART.
- 2.2 Acceptance of License Fee. DART’s acceptance of any License Fee after termination of this Agreement shall not reinstate or continue the terms of this Agreement. Likewise, DART’s acceptance of the License Fee, or any portion of the License Fee, shall not affect any provision of this Agreement or constitute a

waiver of DART's right to enforce any term of this Agreement.

- 2.3 Late Fees. Any payment not received by DART by the 10th day after it is due, shall bear a late charge of \$50.00 to help offset the administrative cost involved in handling such late payment. For any payment not received by DART by the 15th day after it is due, such payment shall bear interest at the maximum rate permitted by law from the date it was due until it is paid, in addition to the late charge.
- 2.4 Annual Adjustment. The License Fee shall be adjusted annually: (a) by a three percent (3%) increase over the License Fee applicable to the prior year, or (b) in accordance with the Consumer Price Index ("CPI") described below, whichever is greater.
- a. The CPI shall be calculated as the percentage change in the CPI during the twelve months preceding the date of change according to the cost-of-living changes in the Consumer Price Index for All Urban Consumers ("CPI-U") for Dallas-Fort Worth, Texas, "All Items," as published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - b. If any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of the CPI, Licensor shall provide Licensee with an alternative nationally recognized cost-of-living index for the Dallas-Fort Worth area then issued and available, which is published by the U.S. Government.
- 2.5 Fair Market Value Adjustment. In addition to the annual adjustment described above, DART may, in its sole discretion and with written notice to Licensee, adjust the License Fee from time to time to account for increases in the fair market value of the Property.

III. Purpose and Term.

- 3.1 Permitted Improvement. DART hereby grants a license to Licensee for the Permitted Use so long as the Permitted Use does not interfere with the operations of DART or Railroad, and Licensee otherwise complies with the requirements of this Agreement.
- 3.2 Limitations. Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use, for the term of this Agreement, and in accordance with the conditions of this Agreement. This Agreement is not intended to convey and does not convey to Licensee any real property interest in the Property or any portion of the Corridor. This Agreement may not be recorded in the real property records. The license granted pursuant to this Agreement is non-exclusive and is subject to (a) any existing utility, drainage, or communication facility located in, on, under, or upon the Property; (b) all vested rights presently owned by any railroad, utility or communication company, or other entity located within the boundaries of the Property; and (c) any existing lease, license, easement, or other interest in the Property granted by DART or its predecessors in interest. The license granted by this Agreement is granted expressly subject and subordinate to DART's right to use the Property for any purpose whatsoever, except as expressly provided in this Agreement.
- 3.3 No Warranty. DART and Railroad make no representations as to the condition of the Property or its suitability for any particular purpose, including by example and not limitation, warranties regarding the Property's state of repair, use of the Property, access to the Property, or subsurface or aerial installations on or near the Property. The Property is available for Licensee's use on an "as is, where is, and with all faults" basis. Licensee shall, at its sole cost, conduct its own inspections of the Property and shall not rely on any information disclosed or not disclosed by DART, Railroad, or any of their respective employees, agents, or representatives.
- 3.4 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated in accordance with this Agreement.

IV. Design, Construction, Operation, and Maintenance of the Permitted Improvement.

- 4.1. Construction Plans. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans (“the Plans”) for the Permitted Improvement showing the exact location, type, depth of the construction, the working area, and any cathodic protection measures shall be submitted for written approval to DART. No work shall commence on the Property until the Plans have been approved in writing by DART, which approval shall not be unreasonably withheld. To the extent necessary for construction of the Permitted Improvement, Licensee shall also coordinate with Railroad and obtain Railroad’s approval of the Plans prior to the start of any work.
- 4.2. Safety. Licensee agrees to design, construct, and operate the Permitted Improvement in such a manner so as not to create a dangerous, unsafe, or otherwise hazardous condition on or near the Property. Licensee shall implement any cathodic protection, including stray current corrosion control measures, necessary to ensure the safety of the Permitted Improvement and maintain compliance with applicable laws, regulations, ordinances, and rules. If applicable to the Permitted Improvement, Licensee shall institute and maintain a continuous testing program to determine whether additional cathodic protection of its Permitted Improvement is needed.
- 4.3. Authority to Enter the Property. Licensee shall ensure that anyone working on the Property under Licensee’s control possesses authority to be on the Property and can readily demonstrate such authority, either through photo identification issued by Licensee or Licensee’s contractor (“Contractor”) or immediate confirmation by the worker’s on-site supervisor.
- 4.4. Foul Zone. Licensee shall not perform any activities, or permit Contractor to perform any activities, that could result in equipment, people, or materials entering within 25 feet of any railroad tracks (the “Foul Zone”) unless:
 - a. Flagger(s) qualified on DART and Railroad’s operating and safety rules are present; and
 - b. Anyone working under Licensee’s control and engaged in an activity that necessitates flaggers has, within the last 365 calendar days from the date the Work is to be performed, attended a creditable Roadway Worker Protection course, successfully passed all required examinations associated with that course, and can provide proof of course completion upon request from DART or Railroad. DART and Railroad shall determine whether the Roadway Worker Protection course is creditable.Licensee shall pay all costs associated with flaggers and Roadway Worker Protection courses.
- 4.5. Maintenance. Licensee shall maintain the Property and Permitted Improvement in a good, clean, and safe condition. Licensee shall use diligent care to avoid damaging any existing structures, equipment, and/or vegetation on or about the Property and any adjacent property. If Licensee, Contractor, or anyone under Licensee’s control causes damage to the Property or an adjacent property, Licensee shall immediately replace or repair the damage at no cost or expense to DART or Railroad.
- 4.6. Costs and Reimbursement. Licensee agrees to pay for any damages, costs, or expenses that DART incurs by reason of Licensee’s use of the Property. If Licensee fails to repair or replace damage to the Property or fails to properly maintain the Property or Permitted Improvement, DART and/or Railroad shall notify Licensee of such noncompliance with this Agreement. In the event Licensee has not remedied the failure within ten (10) days from the date of such notice, DART and Railroad, individually or collectively, shall have the right, but not the obligation, to remedy such failure at the sole cost and expense of Licensee. Licensee shall immediately reimburse DART and/or Railroad, as applicable, for all costs resulting from Licensee’s failure to repair, replace, or maintain the Property and/or Permitted Improvement in accordance with this Agreement.

- 4.7. As-builts. Licensee shall provide certified final construction drawings (“As-Builts”), signed and sealed by a Texas professional engineer, to DART within ninety (90) days after the last date of construction work on the Property. The Parties agree that DART will suffer damages if As-Builts are not timely provided by Licensee and it is impossible to determine the amount of such damages in advance. Accordingly, the Parties agree, not as a penalty but as a measure of reasonable damages, that a fee of \$500 per month (prorated as applicable) until As-Builts are provided represents reasonable compensation for DART’s actual damages suffered by the delay. DART shall comply with state and local laws, including Chapter 251 of the Texas Utilities Code, before performing work around the Permitted Improvement and shall not exclusively rely on As-Builts provided by Licensee pursuant to this Agreement.
- 4.8. Electrically Powered Equipment. DART and Railroad may, in compliance with applicable state and federal safety regulations, use electrically powered equipment on the Property or adjoining properties, which could result in live electrical current in proximity to the Permitted Improvement and produce corrosive effects to the Permitted Improvement. **Licensee WAIVES any claim against DART or Railroad arising from the use of electrically powered equipment pursuant to this paragraph.**
- 4.9. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for obtaining any licenses, permits, or other approvals from any federal, state, or local agencies required to carry on any activity on the Property permitted by this Agreement.
- 4.10. Other Required Agreements. Prior to the start of any construction work on the Property, Licensee or Contractor, as applicable, shall execute any additional agreements that DART or Railroad determine are necessary in connection with such work, including but not limited to a contractor’s right-of-entry agreement. Licensee shall be responsible for ensuring Contractor complies with the terms and conditions of this Agreement and any contractor’s right-of-entry agreement or other agreement related to the Permitted Use. Licensee shall be responsible for obtaining a copy of any such agreement entered into by Contractor pursuant to this section.
- 4.11. Mechanic’s Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and, to the extent permitted by law, shall not permit or suffer any mechanic’s or materialmen’s liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property on behalf of Licensee. In the event a lien is attached to the Property, Licensee shall (at DART’s option) immediately seek removal of the lien or provide a bond that discharges the lien in accordance with Texas law. Licensee shall pay all costs associated with such removal, including reasonable attorney’s fees.
- 4.12. Compliance with Laws and Regulations. Licensee agrees to abide by all laws, ordinances, and regulations of any governmental entity or regulatory agency with jurisdiction over the Property and/or Licensee. Licensee shall also abide by all rules, policies, and operating procedures established by DART or Railroad that are communicated to Licensee in advance, so long as such rules, policies, or operating procedures do not conflict with any rules or guidance promulgated by a regulatory agency and applicable to Licensee.

V. Insurance

- 5.1. Required Insurance. Prior to entry onto the Property, Licensee shall procure and maintain, at its sole cost and expense, commercial general liability insurance in the following form and amount:
- Per occurrence limit of at least \$5,000,000
 - Primary and non-contributory endorsement

- c. Endorsement naming DART, Railroad, and their respective directors, officers, representatives, contractors, agents, and employees as additional insureds with respect to ongoing and completed operations without qualifications or restrictions
- d. Endorsement waiving the issuing insurance company's rights of recovery against DART and Railroad, whether by way of subrogation or otherwise
- e. Endorsement removing exclusions for operations within fifty (50) feet of a railroad or, alternatively, purchase of a Railroad Protective Policy
- f. Endorsement removing exclusions for XCU hazards
- g. The form of coverage and insurer(s) must be satisfactory to DART.

5.2. Proof of Insurance. Licensee shall furnish Certificates of Insurance and copies of required endorsements to DART as evidence of the coverages required. Upon DART's request, Licensee shall also provide any additional documentation necessary to demonstrate the insurance coverage required. Licensee's insurance shall be primary and non-contributory coverage in all instances.

5.3. Notice of Cancellation or Nonrenewal. Licensee shall provide written notice to DART within fifteen (15) days of learning (through notice from Licensee's insurer or other means) that an insurance policy required by this Agreement will be cancelled, non-renewed, or modified in a manner that will result in Licensee's noncompliance with the terms of this Agreement.

VI. Environmental Protection

6.1. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state, or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA"), and the Clean Air Act ("CAA").

6.2. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee, Contractor, or any other person under Licensee's control.

6.3. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment. To the extent that the laws of the State of Texas establish a meaning for "hazardous substance," "release," "solid waste," or "disposal," that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

VII. Termination and Relocation.

7.1. Methods of Termination. This Agreement shall terminate and be of no further force and effect: (a) if Licensee discontinues or abandons the use of the Permitted Improvement for ninety (90) days or more; (b) if either Party materially breaches this Agreement and fails to cure such breach within thirty (30) days' after receiving written notice of the breach (provided, however, if the breach cannot be cured within 30 days, the period to cure shall be extended so long as the breaching Party is promptly and diligently pursuing the cure to completion); (c) if Licensee relocates the Permitted Improvement from the Property; or (d) if DART determines, in its sole discretion, that relocation of the Permitted Improvement is necessary or useful for

DART or Railroad's use of the Property and provides written notice to Licensee.

- 7.2. Restoration of the Property. Upon termination of this Agreement, Licensee shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed on the Property by Licensee, unless otherwise directed or permitted by DART. Licensee shall restore the Property to a condition satisfactory to DART at its sole cost (unless otherwise provided by this Agreement).
- 7.3. Relocation of the Permitted Improvement. If DART elects to terminate this Agreement by providing written notice to Licensee that relocation of the Permitted Improvement is necessary or useful for DART or Railroad's use of the Property (as addressed above), DART shall work collaboratively with Licensee to identify another property site that, in DART's sole discretion, is suitable for the relocation of the Permitted Improvement. If the Parties determine a mutually-acceptable property site owned by DART for the relocation of the Permitted Improvement, the Parties shall execute a new license agreement comprised of either the same terms and conditions contained in this Agreement or such other new terms and conditions agreed-to by the Parties at that time. Licensee shall promptly and diligently remove or relocate the Permitted Improvement within the period of time provided in DART's relocation/termination notice (which shall be no shorter than 90 days).
- 7.4. Relocation Costs. Licensee shall pay all costs and expenses associated with any relocation of the Permitted Improvement. Licensee hereby **WAIVES** any claim that it may have regarding the payment of relocation benefits, including claims arising under Chapter 460 of the Texas Transportation Act.

VIII. INDEMNITY AND SHIFTING OF RISK.

- 8.1. **To the extent permitted by law, Licensee agrees to RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY DART, Railroad, and their respective directors, officers, employees, contractors, agents, and representatives (collectively "Indemnitees") from and against all liabilities, losses, damages, claims, costs, and expenses (including attorney's fees) for bodily injury or death to any person and for damage to, loss of, or loss of the use of any property arising out of or resulting from Licensee's (including Licensee's employees, contractors, subcontractors, agents, or invitees) entry onto the Property, performance under this Agreement, or breach of any of the terms of this Agreement, except to the extent proximately caused by the gross negligence or intentional misconduct of one or more Indemnitees. Additionally, Licensee shall INDEMNIFY, DEFEND, AND HOLD DART AND RAILROAD HARMLESS against all costs, expenses, claims, and liability related to any environmental contamination and related clean-up of the Property resulting from Licensee's use of the Property under this Agreement.**
- 8.2. In the event any of the provisions of this indemnification section are determined by statutory authority or judicial decision to be void or unenforceable, then this section shall not fail in its entirety, but will be enforceable to the greatest extent permitted by law. This indemnification section and all other indemnification and waiver provisions shall survive the termination of this Agreement.

IX. Miscellaneous.

- 9.1. Notice. Notices permitted or required by this Agreement shall be in writing and shall be deemed delivered when hand delivered or sent by certified mail, return receipt requested, and addressed to: Licensee at the address set out in the first paragraph of this Agreement; and DART at 1401 Pacific Avenue, Dallas Texas 75202, Attn: Railroad Management. Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

- 9.2. Assignment. Licensee shall not, absent DART's prior written consent, assign or transfer its rights under this Agreement in whole or in part or permit any other person or entity to use the license granted pursuant to this Agreement.
- 9.3. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a Party to enforce any provision of this License shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas.
- 9.4. Entirety. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein. Specifically, this Agreement terminates and supersedes agreement number 220874 dated September 23, 2015, between DART and Anna 190 LLC (predecessor in interest to Licensee).
- 9.5. Amendments; Counterparts. This Agreement may be amended or supplemented only by a written instrument executed by the Parties. The Parties may execute this Agreement in multiple originals and when taken together, those originals constitute a whole.
- 9.6. Parties Bound; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. There are no third-party beneficiaries to this Agreement.
- 9.7. No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. The purposes for which each Party has entered into this Agreement are separate and distinct.
- 9.8. Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.
- 9.9. No Waiver of Governmental Immunity. By entering into this Agreement, DART does not waive or diminish any immunities, protections, or defenses available to it, including by example and without limitation, governmental immunity and statutory caps on damages, except as provided by Chapter 271 of the Texas Local Government Code.
- 9.10. Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

(Signatures on following page)

DALLAS AREA RAPID TRANSIT:

BY: _____
Caitlin Holland
Vice President, Real Estate & Economic Development
Development Department

Date: _____

LICENSEE:

CITY OF ANNA

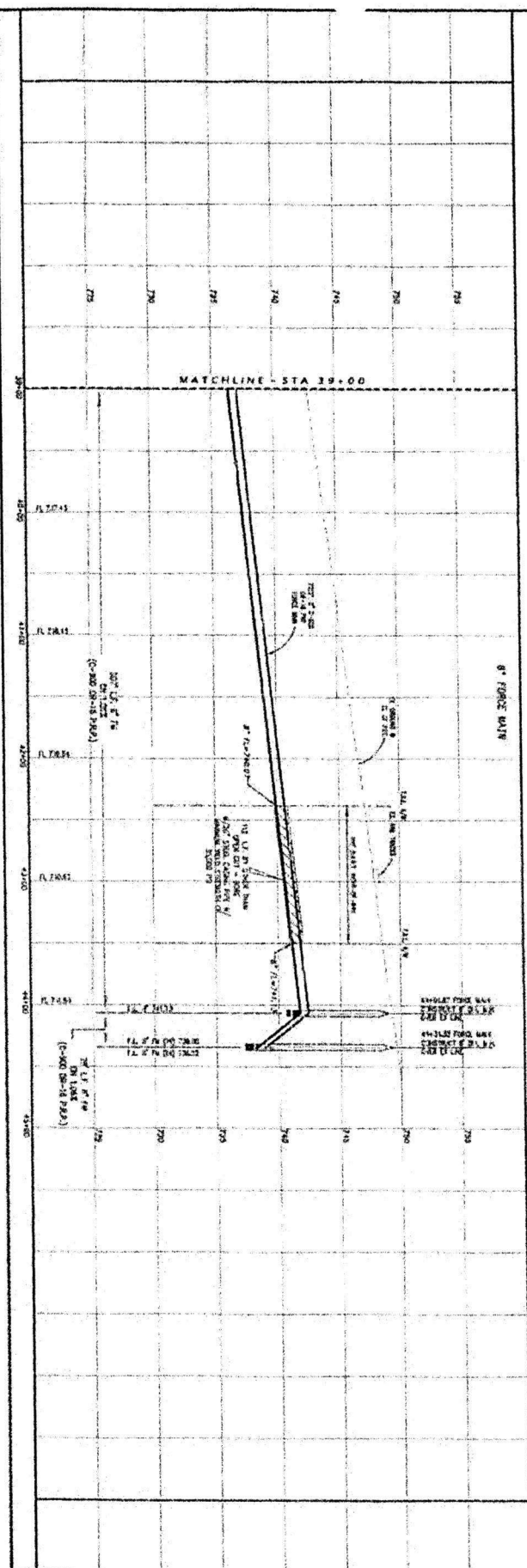
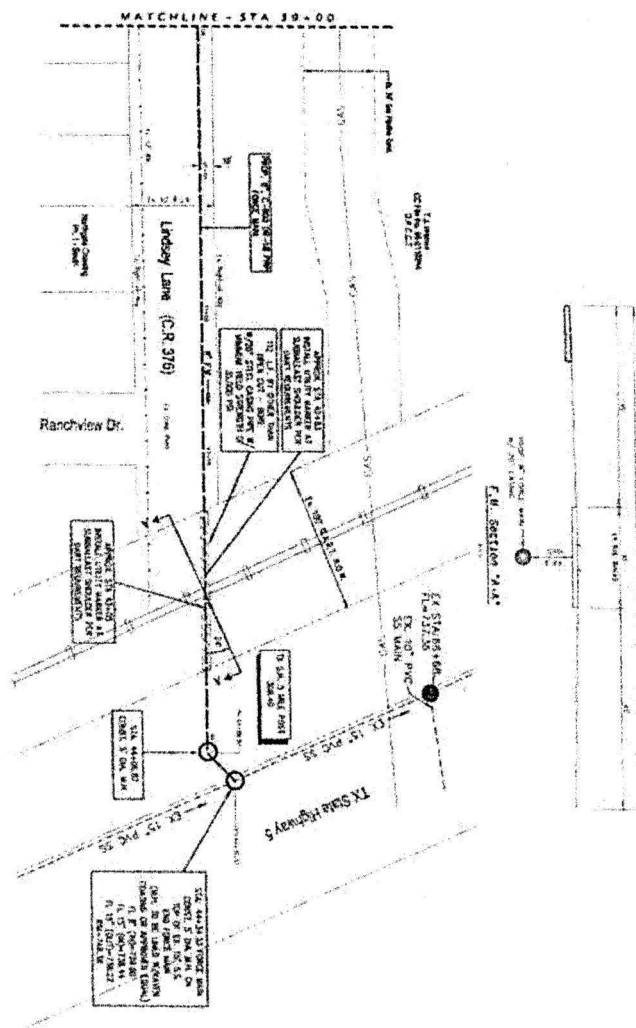
BY: _____

Printed Name: _____

Title: _____

Date: _____

- [illegible]



LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority created, organized, and existing pursuant to Chapter 452, Texas Transportation Code, with offices at 1401 Pacific Avenue, Dallas, Texas 75202, and CITY OF ANNA (“Licensee”), a Texas home rule municipal corporation located at P.O. Box 186, Anna Texas 75409.

Whereas, DART previously permitted the installation of Permitted Improvement (as defined below) with a separate entity in 2015.

Whereas, Licensee is taking on responsibilities and desires a new license agreement with DART.

DART and Licensee (individually referred to herein as a “Party” or collectively as “Parties”) agree as follows:

I. Definitions.

- 1.1 “Corridor” shall mean DART’s railroad corridor between Dallas and Sherman, Texas.
- 1.2 “Effective Date” shall mean the date this Agreement is last signed by a Party.
- 1.3 “Permitted Improvement” shall mean one (1) underground 8-inch PVC sanitary sewer line inside a 20-inch steel casing pipe, more particularly detailed in Exhibit A, attached to this Agreement and fully incorporated herein.
- 1.4 “Permitted Use” shall mean designing, constructing, installing, operating, reconstructing, maintaining, repairing, replacing, and removing the Permitted Improvement at the Property.
- 1.5 The “Property” where the Permitted Improvement is located shall mean the tract of right-of-way on the Corridor located at:
 - Mile Post 309.40
 - Latitude: 33.374902 / Longitude: -96.552812
 - Anna, Collin County, Texas
- 1.6 “Railroad” shall mean Dallas, Garland & Northeastern Railroad, Inc, which holds certain rights and obligations with respect to freight railroad operations on the Corridor, and any future freight operators, passenger operators, and entities providing passenger service or railroad maintenance on the Corridor during the term of this Agreement pursuant to an agreement with DART.

II. Consideration.

- 2.1 License Fee. Licensee shall pay ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) per annum. The License Fee shall be due on the Effective Date and then continuously thereafter on an annual basis. Licensee shall timely pay the License Fee regardless of whether Licensee receives an invoice or other reminder from DART.
- 2.2 Acceptance of License Fee. DART’s acceptance of any License Fee after termination of this Agreement shall not reinstate or continue the terms of this Agreement. Likewise, DART’s acceptance of the License Fee, or any portion of the License Fee, shall not affect any provision of this Agreement or constitute a

waiver of DART's right to enforce any term of this Agreement.

- 2.3 Late Fees. Any payment not received by DART by the 10th day after it is due, shall bear a late charge of \$50.00 to help offset the administrative cost involved in handling such late payment. For any payment not received by DART by the 15th day after it is due, such payment shall bear interest at the maximum rate permitted by law from the date it was due until it is paid, in addition to the late charge.
- 2.4 Annual Adjustment. The License Fee shall be adjusted annually: (a) by a three percent (3%) increase over the License Fee applicable to the prior year, or (b) in accordance with the Consumer Price Index ("CPI") described below, whichever is greater.
- a. The CPI shall be calculated as the percentage change in the CPI during the twelve months preceding the date of change according to the cost-of-living changes in the Consumer Price Index for All Urban Consumers ("CPI-U") for Dallas-Fort Worth, Texas, "All Items," as published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - b. If any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of the CPI, Licensor shall provide Licensee with an alternative nationally recognized cost-of-living index for the Dallas-Fort Worth area then issued and available, which is published by the U.S. Government.
- 2.5 Fair Market Value Adjustment. In addition to the annual adjustment described above, DART may, in its sole discretion and with written notice to Licensee, adjust the License Fee from time to time to account for increases in the fair market value of the Property.

III. Purpose and Term.

- 3.1 Permitted Improvement. DART hereby grants a license to Licensee for the Permitted Use so long as the Permitted Use does not interfere with the operations of DART or Railroad, and Licensee otherwise complies with the requirements of this Agreement.
- 3.2 Limitations. Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use, for the term of this Agreement, and in accordance with the conditions of this Agreement. This Agreement is not intended to convey and does not convey to Licensee any real property interest in the Property or any portion of the Corridor. This Agreement may not be recorded in the real property records. The license granted pursuant to this Agreement is non-exclusive and is subject to (a) any existing utility, drainage, or communication facility located in, on, under, or upon the Property; (b) all vested rights presently owned by any railroad, utility or communication company, or other entity located within the boundaries of the Property; and (c) any existing lease, license, easement, or other interest in the Property granted by DART or its predecessors in interest. The license granted by this Agreement is granted expressly subject and subordinate to DART's right to use the Property for any purpose whatsoever, except as expressly provided in this Agreement.
- 3.3 No Warranty. DART and Railroad make no representations as to the condition of the Property or its suitability for any particular purpose, including by example and not limitation, warranties regarding the Property's state of repair, use of the Property, access to the Property, or subsurface or aerial installations on or near the Property. The Property is available for Licensee's use on an "as is, where is, and with all faults" basis. Licensee shall, at its sole cost, conduct its own inspections of the Property and shall not rely on any information disclosed or not disclosed by DART, Railroad, or any of their respective employees, agents, or representatives.
- 3.4 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated in accordance with this Agreement.

IV. Design, Construction, Operation, and Maintenance of the Permitted Improvement.

- 4.1. Construction Plans. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans (“the Plans”) for the Permitted Improvement showing the exact location, type, depth of the construction, the working area, and any cathodic protection measures shall be submitted for written approval to DART. No work shall commence on the Property until the Plans have been approved in writing by DART, which approval shall not be unreasonably withheld. To the extent necessary for construction of the Permitted Improvement, Licensee shall also coordinate with Railroad and obtain Railroad’s approval of the Plans prior to the start of any work.
- 4.2. Safety. Licensee agrees to design, construct, and operate the Permitted Improvement in such a manner so as not to create a dangerous, unsafe, or otherwise hazardous condition on or near the Property. Licensee shall implement any cathodic protection, including stray current corrosion control measures, necessary to ensure the safety of the Permitted Improvement and maintain compliance with applicable laws, regulations, ordinances, and rules. If applicable to the Permitted Improvement, Licensee shall institute and maintain a continuous testing program to determine whether additional cathodic protection of its Permitted Improvement is needed.
- 4.3. Authority to Enter the Property. Licensee shall ensure that anyone working on the Property under Licensee’s control possesses authority to be on the Property and can readily demonstrate such authority, either through photo identification issued by Licensee or Licensee’s contractor (“Contractor”) or immediate confirmation by the worker’s on-site supervisor.
- 4.4. Foul Zone. Licensee shall not perform any activities, or permit Contractor to perform any activities, that could result in equipment, people, or materials entering within 25 feet of any railroad tracks (the “Foul Zone”) unless:
 - a. Flagger(s) qualified on DART and Railroad’s operating and safety rules are present; and
 - b. Anyone working under Licensee’s control and engaged in an activity that necessitates flaggers has, within the last 365 calendar days from the date the Work is to be performed, attended a creditable Roadway Worker Protection course, successfully passed all required examinations associated with that course, and can provide proof of course completion upon request from DART or Railroad. DART and Railroad shall determine whether the Roadway Worker Protection course is creditable.Licensee shall pay all costs associated with flaggers and Roadway Worker Protection courses.
- 4.5. Maintenance. Licensee shall maintain the Property and Permitted Improvement in a good, clean, and safe condition. Licensee shall use diligent care to avoid damaging any existing structures, equipment, and/or vegetation on or about the Property and any adjacent property. If Licensee, Contractor, or anyone under Licensee’s control causes damage to the Property or an adjacent property, Licensee shall immediately replace or repair the damage at no cost or expense to DART or Railroad.
- 4.6. Costs and Reimbursement. Licensee agrees to pay for any damages, costs, or expenses that DART incurs by reason of Licensee’s use of the Property. If Licensee fails to repair or replace damage to the Property or fails to properly maintain the Property or Permitted Improvement, DART and/or Railroad shall notify Licensee of such noncompliance with this Agreement. In the event Licensee has not remedied the failure within ten (10) days from the date of such notice, DART and Railroad, individually or collectively, shall have the right, but not the obligation, to remedy such failure at the sole cost and expense of Licensee. Licensee shall immediately reimburse DART and/or Railroad, as applicable, for all costs resulting from Licensee’s failure to repair, replace, or maintain the Property and/or Permitted Improvement in accordance with this Agreement.

- 4.7. As-builts. Licensee shall provide certified final construction drawings (“As-Builts”), signed and sealed by a Texas professional engineer, to DART within ninety (90) days after the last date of construction work on the Property. The Parties agree that DART will suffer damages if As-Builts are not timely provided by Licensee and it is impossible to determine the amount of such damages in advance. Accordingly, the Parties agree, not as a penalty but as a measure of reasonable damages, that a fee of \$500 per month (prorated as applicable) until As-Builts are provided represents reasonable compensation for DART’s actual damages suffered by the delay. DART shall comply with state and local laws, including Chapter 251 of the Texas Utilities Code, before performing work around the Permitted Improvement and shall not exclusively rely on As-Builts provided by Licensee pursuant to this Agreement.
- 4.8. Electrically Powered Equipment. DART and Railroad may, in compliance with applicable state and federal safety regulations, use electrically powered equipment on the Property or adjoining properties, which could result in live electrical current in proximity to the Permitted Improvement and produce corrosive effects to the Permitted Improvement. **Licensee WAIVES any claim against DART or Railroad arising from the use of electrically powered equipment pursuant to this paragraph.**
- 4.9. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for obtaining any licenses, permits, or other approvals from any federal, state, or local agencies required to carry on any activity on the Property permitted by this Agreement.
- 4.10. Other Required Agreements. Prior to the start of any construction work on the Property, Licensee or Contractor, as applicable, shall execute any additional agreements that DART or Railroad determine are necessary in connection with such work, including but not limited to a contractor’s right-of-entry agreement. Licensee shall be responsible for ensuring Contractor complies with the terms and conditions of this Agreement and any contractor’s right-of-entry agreement or other agreement related to the Permitted Use. Licensee shall be responsible for obtaining a copy of any such agreement entered into by Contractor pursuant to this section.
- 4.11. Mechanic’s Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and, to the extent permitted by law, shall not permit or suffer any mechanic’s or materialmen’s liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property on behalf of Licensee. In the event a lien is attached to the Property, Licensee shall (at DART’s option) immediately seek removal of the lien or provide a bond that discharges the lien in accordance with Texas law. Licensee shall pay all costs associated with such removal, including reasonable attorney’s fees.
- 4.12. Compliance with Laws and Regulations. Licensee agrees to abide by all laws, ordinances, and regulations of any governmental entity or regulatory agency with jurisdiction over the Property and/or Licensee. Licensee shall also abide by all rules, policies, and operating procedures established by DART or Railroad that are communicated to Licensee in advance, so long as such rules, policies, or operating procedures do not conflict with any rules or guidance promulgated by a regulatory agency and applicable to Licensee.

V. Insurance

- 5.1. Required Insurance. Prior to entry onto the Property, Licensee shall procure and maintain, at its sole cost and expense, commercial general liability insurance in the following form and amount:
- Per occurrence limit of at least \$5,000,000
 - Primary and non-contributory endorsement

- c. Endorsement naming DART, Railroad, and their respective directors, officers, representatives, contractors, agents, and employees as additional insureds with respect to ongoing and completed operations without qualifications or restrictions
- d. Endorsement waiving the issuing insurance company's rights of recovery against DART and Railroad, whether by way of subrogation or otherwise
- e. Endorsement removing exclusions for operations within fifty (50) feet of a railroad or, alternatively, purchase of a Railroad Protective Policy
- f. Endorsement removing exclusions for XCU hazards
- g. The form of coverage and insurer(s) must be satisfactory to DART.

5.2. Proof of Insurance. Licensee shall furnish Certificates of Insurance and copies of required endorsements to DART as evidence of the coverages required. Upon DART's request, Licensee shall also provide any additional documentation necessary to demonstrate the insurance coverage required. Licensee's insurance shall be primary and non-contributory coverage in all instances.

5.3. Notice of Cancellation or Nonrenewal. Licensee shall provide written notice to DART within fifteen (15) days of learning (through notice from Licensee's insurer or other means) that an insurance policy required by this Agreement will be cancelled, non-renewed, or modified in a manner that will result in Licensee's noncompliance with the terms of this Agreement.

VI. Environmental Protection

6.1. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state, or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA"), and the Clean Air Act ("CAA").

6.2. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee, Contractor, or any other person under Licensee's control.

6.3. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment. To the extent that the laws of the State of Texas establish a meaning for "hazardous substance," "release," "solid waste," or "disposal," that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

VII. Termination and Relocation.

7.1. Methods of Termination. This Agreement shall terminate and be of no further force and effect: (a) if Licensee discontinues or abandons the use of the Permitted Improvement for ninety (90) days or more; (b) if either Party materially breaches this Agreement and fails to cure such breach within thirty (30) days' after receiving written notice of the breach (provided, however, if the breach cannot be cured within 30 days, the period to cure shall be extended so long as the breaching Party is promptly and diligently pursuing the cure to completion); (c) if Licensee relocates the Permitted Improvement from the Property; or (d) if DART determines, in its sole discretion, that relocation of the Permitted Improvement is necessary or useful for

DART or Railroad's use of the Property and provides written notice to Licensee.

- 7.2. Restoration of the Property. Upon termination of this Agreement, Licensee shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed on the Property by Licensee, unless otherwise directed or permitted by DART. Licensee shall restore the Property to a condition satisfactory to DART at its sole cost (unless otherwise provided by this Agreement).
- 7.3. Relocation of the Permitted Improvement. If DART elects to terminate this Agreement by providing written notice to Licensee that relocation of the Permitted Improvement is necessary or useful for DART or Railroad's use of the Property (as addressed above), DART shall work collaboratively with Licensee to identify another property site that, in DART's sole discretion, is suitable for the relocation of the Permitted Improvement. If the Parties determine a mutually-acceptable property site owned by DART for the relocation of the Permitted Improvement, the Parties shall execute a new license agreement comprised of either the same terms and conditions contained in this Agreement or such other new terms and conditions agreed-to by the Parties at that time. Licensee shall promptly and diligently remove or relocate the Permitted Improvement within the period of time provided in DART's relocation/termination notice (which shall be no shorter than 90 days).
- 7.4. Relocation Costs. Licensee shall pay all costs and expenses associated with any relocation of the Permitted Improvement. Licensee hereby **WAIVES** any claim that it may have regarding the payment of relocation benefits, including claims arising under Chapter 460 of the Texas Transportation Act.

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- 9.9. No Waiver of Governmental Immunity. By entering into this Agreement, DART does not waive or diminish any immunities, protections, or defenses available to it, including by example and without limitation, governmental immunity and statutory caps on damages, except as provided by Chapter 271 of the Texas Local Government Code.
- 9.10. Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

(Signatures on following page)

DALLAS AREA RAPID TRANSIT:

BY: _____
Caitlin Holland
Vice President, Real Estate & Economic Development
Development Department

Date: _____

LICENSEE:

CITY OF ANNA

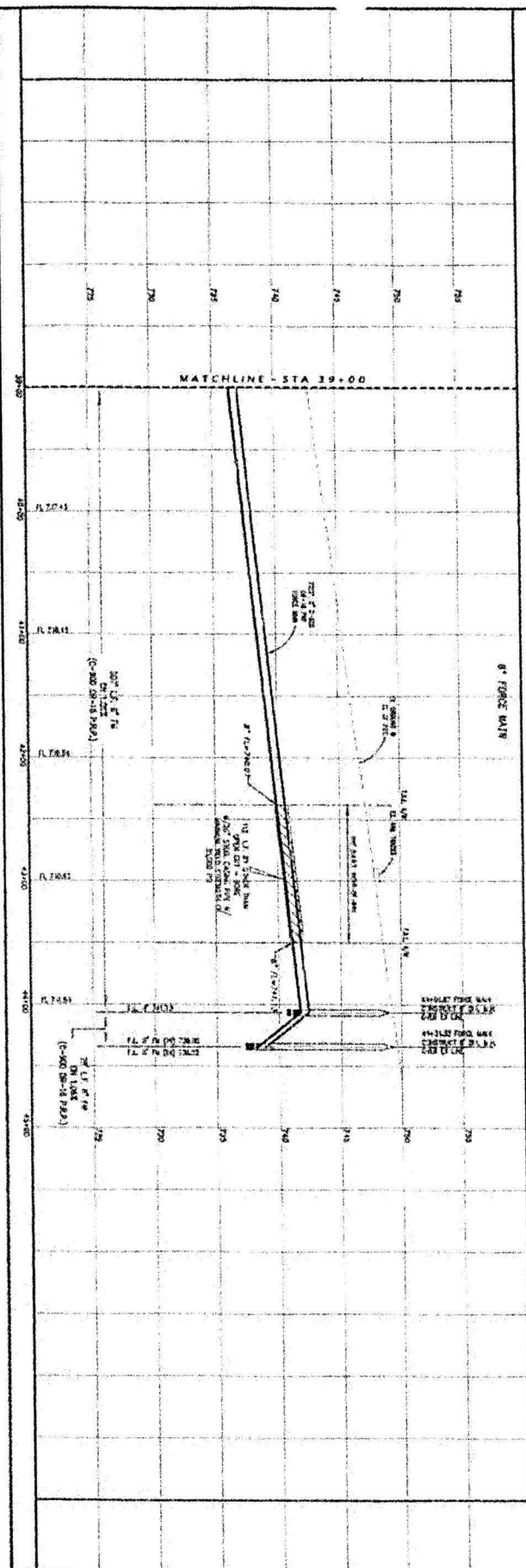
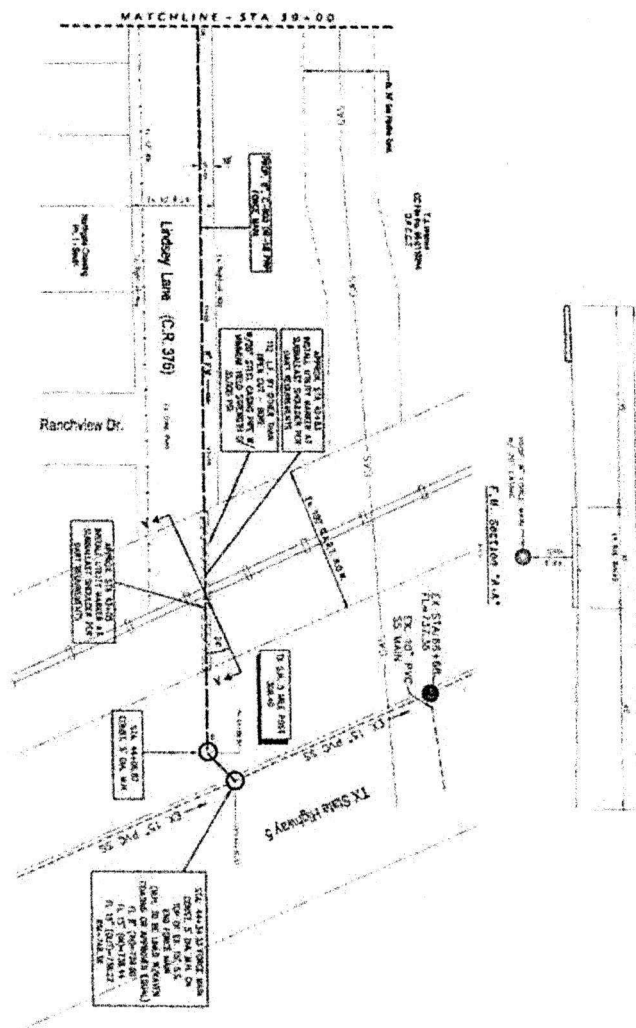
BY: _____

Printed Name: _____

Title: _____

Date: _____

- [illegible]





Item No. 5.e.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve an Ordinance abandoning a 20' alley deemed unnecessary for use by the public and authorizing the Mayor to execute a Quitclaim Deed to transfer the property to the adjacent landowner in a form approved by the City Attorney. (Planning Manager Lauren Mecke)

SUMMARY:

The property owner is requesting to abandon the 20' alley adjoining Original Town of Anna, Block 12, Lots 1–16.

Staff recommends approval as submitted.

STAFF RECOMMENDATION:

This is associated with the Sherley Avenue Addition, Block A, Lot 1, Final Plat, approved by the Planning & Zoning Commission at their meeting on May 5, 2025.

History

"Original Donation" surveys were typically created and recorded with the County Clerk's office during the 1840s - 1870s. Many traditional Texas downtowns and their immediate areas were platted in this manner. Since Anna was established as a town in 1883 and then incorporated as a city in 1913, it is likely that the Original Town of Anna surveys were created during that time.

The property consists of 16 lots and adjacent public alleys within Block 12. Over time, the lots within this block have been acquired under single ownership. The property owner is requesting to abandon the 20' alley adjoining Original Town of Anna, Block 12, Lots 1–16, in order to replat the property into one lot.

Except for the historic Sherley Brothers Building, the surrounding lots that once contained structures with a shared public alley are now gone and these alleys now serve no purpose. Staff and the surveyor have been unable to find record of these alleys being formally abandoned in the past.

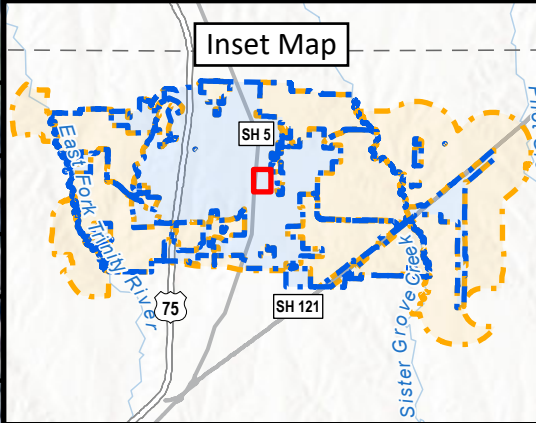
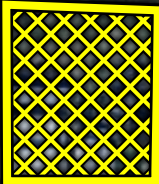
ATTACHMENTS:

1. Locator - Original Town of Anna Block 12
2. Ordinance - Original Town of Anna BL 12 Alley Abandon
3. Exhibit A - Original Town of Anna BL 12 Alley Abandon
4. Exhibit B (QUITCLAIM DEED) - Original Town of Anna BL 12 Alley Abandon

Original Town of Anna, Block 12
Alley Abandonment

HACKBERRY DR
W FIRST ST
W SECOND ST
W THIRD ST
W FOURTH ST
W FIFTH ST
N POWELL PKWY
N INTERURBAN ST
N RIGGINS ST
S RIGGINS ST

N SHERLEY AVE
E FIRST ST
E SECOND ST
E THIRD ST
E FIFTH ST
E SEVENTH ST
NIEASTON DR
WORTHAM ST



THE CITY OF
Anna

N

0 150 300 600 Feet

April 2

Subject Property

City Limits

ETJ

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY IN THE MARTIN MOORE SURVEY, ABSTRACT NO. 649 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND BEING PART OF COUNTY ROAD 369; DECLARING THAT THE PROPERTIES ARE UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; PROVIDING FOR SEVERABILITY OF THE ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Anna, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City recognizes the need to vacate and abandon the alley within Original Town of Anna, Block 12, as more fully described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (said portion being hereinafter referenced as the "Right-of-Way"); and

WHEREAS, the City Council, after careful study and consideration, has determined that the Right-of-Way is no longer required for use by the general public, nor convenient to the public in general and, therefore, constitute a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment; and

WHEREAS, in association with the City's abandonment of the Right-of-Way, the City desires to execute a quitclaim deed releasing all of the City's right, title and interest in a certain portion of the Right-of-Way.

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. Abandonment

The Right-of-Way, as further described in the attached Exhibit "A," said Right-of-Way being heretofore held by the City of Anna, Texas in the public's trust is hereby vacated and abandoned.

Section 3. Quitclaim Deed Authorization

The Mayor of the City is hereby authorized and empowered to execute, on behalf of the City, a quitclaim deed releasing to an abutting property owner(s) all of the City's right, title and

interest of a certain portion the Right-of-Way, said portion being further described in a Quitclaim Deed, the form of which is attached hereto as Exhibit "B."

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. 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 27th day of May 2025.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

LEGAL DESCRIPTION

BEING a 20' Alley across Block No. 12 of the Original Town of Anna as shown on the Map or Plat thereof recorded in Volume 21, Page 368 of the Deed Records of Collin County, Texas and being more particularly described in metes and bounds as follows;

BEGINNING in the north Right-of-Way (ROW) of 4th Street at a 1/2" iron rod with plastic cap stamped "4613" found for the southeast corner of Lot 1, Block No. 12 of said Original Town of Anna;

THENCE N 00°50'46" E a distance of 250.00' to a 1/2" iron rod with plastic cap stamped "4613" found in the south ROW line of 3rd Street for the northeast corner of Lot 10, Block No. 12 of said Original Town of Anna;

THENCE S 89°09'14" E with the south ROW line of 3rd Street a distance of 20.00' to a 1/2" iron rod with plastic cap stamped "4613" found for the northwest corner of Lot 11, Block No. 12 of said Original Town of Anna;

THENCE S 00°50'46" W a distance of 115.00' to a 1/2" iron rod with plastic cap stamped "4613" found for the southwest corner of Lot 11, Block No. 12 of said Original Town of Anna;

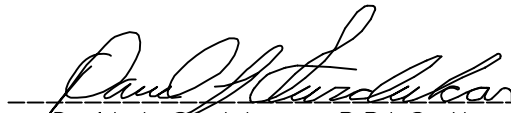
THENCE S 89°09'14" E a distance of 100.00' to a 1/2" iron rod with plastic cap stamped "4613" found for the southeast corner of Lot 12, Block No. 12 of said Original Town of Anna;

THENCE S 00°50'46" W a distance of 20.00' to a 1/2" iron rod with plastic cap stamped "4613" found for the northeast corner of Lot 13, Block No. 12 of said Original Town of Anna;

THENCE N 89°09'14" W a distance of 100.00' to a 1/2" iron rod with plastic cap stamped "4613" found for the northwest corner of Lot 16, Block No. 12 of said Original Town of Anna;

THENCE S 00°50'46" W a distance of 115.00' to a 1/2" iron rod with plastic cap stamped "4613" found in the north ROW line of 4th Street for the southwest corner of Lot 16, Block No. 12 of said Original Town of Anna;

THENCE N 89°09'14" W with the north ROW line of 4th Street a distance of 20.00' to the POINT OF BEGINNING, and containing 7,000 Square Feet or 0.161 acres of land.


David J. Surdukan R.P.L.S. No. 4613

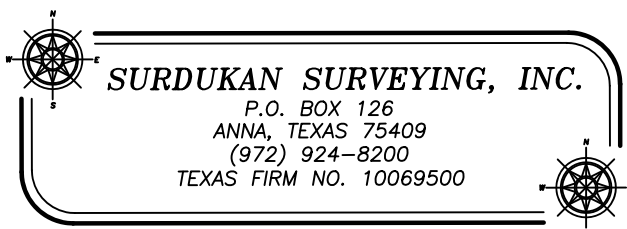
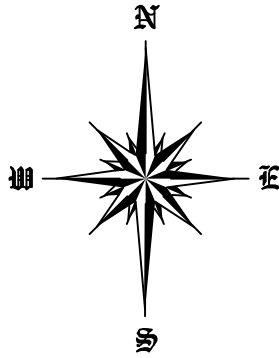


EXHIBIT "A"
20' ALLEY ABANDONMENT
BLOCK NO. 13
ORIGINAL TOWN OF ANNA
CITY OF ANNA
COLLIN COUNTY, TEXAS

BLOCK NO. 11



NORTH
SCALE 1" = 60'

LEGEND

R.M. = REFERENCE MONUMENT

CIRF = CAPPED 1/2" IRON ROD FOUND

IRF = IRON ROD FOUND

IPF = IRON PIPE FOUND

D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS

O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SHERLEY AVE/F.M. 2862

20' ALLEY ABANDONMENT
7,000 SQ. FT. or 0.161 ACRES

3rd STREET
80' RIGHT-OF-WAY

1" PIPE
R.M.

CIRF
"4613"
R.M.

CIRF
"4613"

CIRF
"4613"

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

BLOCK 12
ORIGINAL TOWN OF ANNA
VOLUME 21, PAGE 368
D.R.C.C.T.

LOT 1

X CUT
FOUND

CIRF
"4613"
R.M.

L8

CIRF
"4613"

L7

LOT 16

LOT 15

LOT 14

LOT 13

BLOCK 12
ORIGINAL TOWN OF ANNA
VOLUME 21, PAGE 368
D.R.C.C.T.

CIRF
"4613"

L6

L4

CIRF
"4613"

CIRF
"4613"

CALLLED 1.403 ACRES
CHAYSON HOMES LLC
INSTRUMENT NO. 20150814001021740
O.P.R.C.C.T.

CIRF
"4613"

L2

L3

LOT 11

LOT 12

BLOCK 12
ORIGINAL TOWN OF ANNA
VOLUME 21, PAGE 368
D.R.C.C.T.

4th STREET
80' RIGHT-OF-WAY

1" PIPE
R.M.

BLOCK NO. 13

1/2" IRF

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°50'46" E	250.00'
L2	S 89°09'14" E	20.00'
L3	S 00°50'46" W	115.00'
L4	S 89°09'14" E	100.00'
L5	S 00°50'46" W	20.00'
L6	N 89°09'14" W	100.00'
L7	S 00°50'46" W	115.00'
L8	N 89°09'14" W	20.00'

The basis of bearings, are derived from ALLTERRA
CENTRAL RTK Network, Texas State Plane Coordinates
System, Nad83, North Central Zone, Nad 83
(CORS96) Epoch 2002.0.



SURDUKAN SURVEYING, INC.

P.O. BOX 126
ANNA, TEXAS 75409

(972) 924-8200

TEXAS FIRM NO. 10069500



EXHIBIT "A"

20' ALLEY ABANDONMENT
BLOCK NO. 13
ORIGINAL TOWN OF ANNA
CITY OF ANNA
COLLIN COUNTY, TEXAS

QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Anna, Texas ("Grantor") located at 120 W. Seventh Street, Anna, Texas 75409, Collin County, Texas, does hereby bargain, sell, convey and forever quitclaim unto: Marquin J. Hunn and Mendel Kunkle ("Grantee"), property owner of a parcel of land situated in the Original Town of Anna, Block 12, in the City of Anna, Collin County, Texas 75409 in a deed recorded in Volume 21, Page 368 of the Collin County deed records, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes and any and all of Grantee's legal representatives, successors or assigns, all of Grantor's right, title, and interest in save and except that such portions are hereby reserved by Grantor as public utility easements and Grantee consents and agrees to said reservation.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described land unto the said Grantee, its successors and assigns forever, so that neither Grantor nor Grantor's legal representatives, successors or assigns shall have, claim or demand any right or title to the aforesaid land, premises or appurtenances or any part thereof, save and except that such rights-of-way and easements are hereby reserved by the City of Anna as public utility easements.

EXECUTED this ____ day of _____, 2025 by the Mayor of the City of Anna in accordance with the authority granted him by the City Council of the City of Anna through passage of City of Anna Ordinance No. _____.

CITY OF ANNA, TEXAS

By: _____
Pete Cain, Mayor

Before me on this day personally appeared Pete Cain, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of Anna, Texas, he acted on and by the authority of the City Council and executed this deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public in and for the State of Texas

Agreed and accepted:

Marquin J. Hunn, Grantee

Before me on this day personally appeared Marquin J. Hunn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed this deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

Agreed and accepted:

Mendel Kunkle, Grantee

Before me on this day personally appeared Mendel Kunkle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed this deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas



Item No. 5.f.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:

Approve a Resolution regarding Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008) (Planning Manager Lauren Mecke)

SUMMARY:

The applicant is requesting a waiver from the minimum cul-de-sac length requirement for three streets (Merion Drive, Bermuda Drive, and Brookhollow Lane) within their Preliminary Plat.

At the May 5, 2025, Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend approval of the Preliminary Plat subject to City Council approval of a waiver from Subdivision Regulations Sec. 9.02.081(p) Maximum and Minimum Length of Cul-De-Sac Streets.

STAFF RECOMMENDATION:

33 Mixed Density lots, 215 Single-Family-6.0 lots, 147 Single-Family-7.2 lots, 59 Single-Family-8.4 lots, and 24 Homeowners' Association lots on 140± acres on the north side of County Road 368, 1,700± feet west of S. Central Expressway (US Highway 75). Zoned Planned Development/Single Family Residential 8.4/ Single Family Residential 7.2/ Single Family Residential 6.0/Mixed Density/Multi-Family Residential/Local Commercial/Regional Commercial/Mixed Use/Light Industrial/Heavy Industrial/(PD/SF-8.4/SF-7.2/SF-6.0/MD/MF/C-1/C-2/I-1/I-2) (Ord. No. 1111-2024-08)

The applicant is requesting a waiver from:

Sec. 9.02.081 (p) Maximum and Minimum Length of Cul-De-Sac Streets

A cul-de-sac street shall not be longer than 600 feet and be a minimum of 400 feet, and at the closed end a cul-de-sac shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 100 feet. The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the center point of the cul-de-sac bulb.

The proposed cul-de-sacs comply with the approved Liberty Hills concept plan.

Staff recommends approval as submitted.

ATTACHMENTS:

1. Locator Map - Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008)
2. Resolution - Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008)
3. Exhibit A - Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008)
4. Waiver Request - Liberty Hills, Phases 1 and 2, Preliminary Plat (PP 25-0008)

Liberty Hills, Phases 1 and 2,
Preliminary Plat (PP 25-0008)

COUNTY ROAD 222

N US HIGHWAY 75
N CENTRAL EXPY

COUNTY ROAD 374

COUNTY ROAD 373

COUNTY ROAD 230

COUNTY ROAD 372

COUNTY ROAD 371

FAIRWAY LN

LINDSEY LN

JACINTHE DR
ROWAN RD
GINGKO DR
GROCKETT WAY
CHLOE LN

BOONE DR

RUSTIC WAY

OZARK HILLS LN
TAGOMA WAY
WILLIE RAY ST
SUE ELLEN ST
STINNET ST
HAMPTON ST
EUGENE ST
SABLE TRACE LN

N FERGUSON PKWY

N BUDDY HAYES BLVD

W ROSAMOND PKWY

COUNTY ROAD 368

HURRICANE CREEK CIR

URBAN WAY

CROSSING DR

WILLOW TERRACE LN

RUNNING SPRINGS DR

STOCKPORT DR

ASHBROOK LN

TIMBER RIDGE DR

GREEK MEADOW DR

LN

Inset Map

SH 5

SH 121

THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 500 1,000 2,000 Feet

April 2025

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING LIBERTY HILLS, PHASES 1 AND 2, PRELIMINARY PLAT (PP 25-0008)

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, PH Land Holdings, LLC has submitted an application for the approval of Liberty Hills, Phases 1 and 2, Preliminary Plat; and

WHEREAS, the applicant requests a waiver from Article 9.02 (Subdivision Regulations) regarding the Adequacy of Streets and Thoroughfares, Street Dedications, and Maximum and Minimum Length of Block or Street Segments for three cul-de-sacs less than 400 feet in length; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Development Plat

The City Council hereby approves Liberty Hills, Phases 1 and 2, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the City Engineer along with the waiver of Adequacy of Streets and Thoroughfares, Street Dedications, and Maximum and Minimum Length of Block or Street Segments for Merion Drive, Bermuda Drive, and Brookhollow Lane to be less than 400 feet in length.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 27th day of May, 2025.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

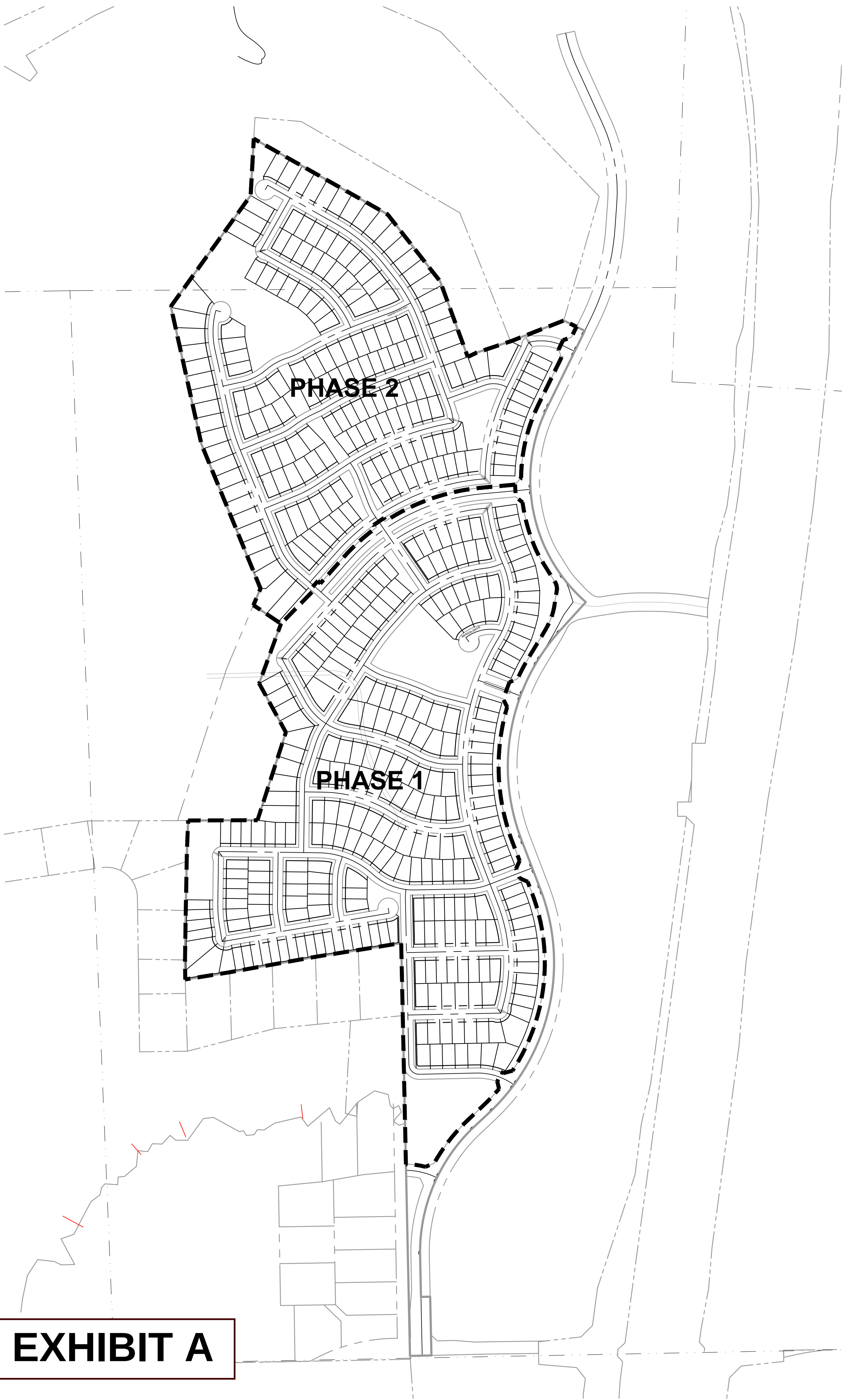
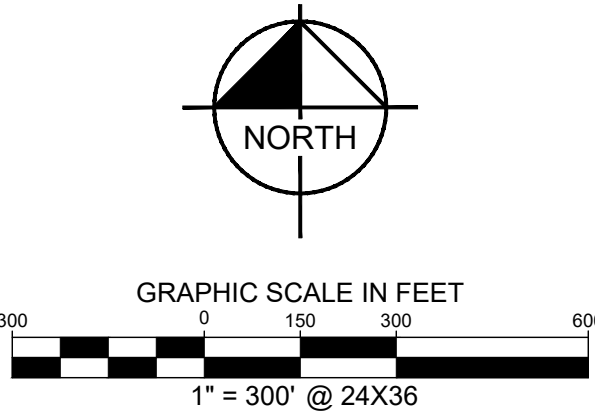
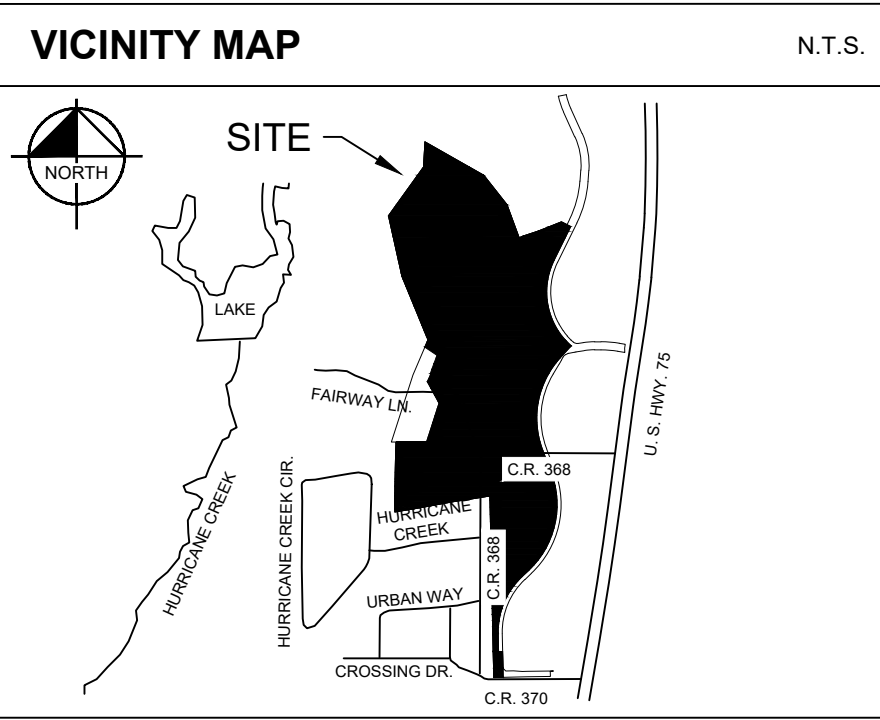
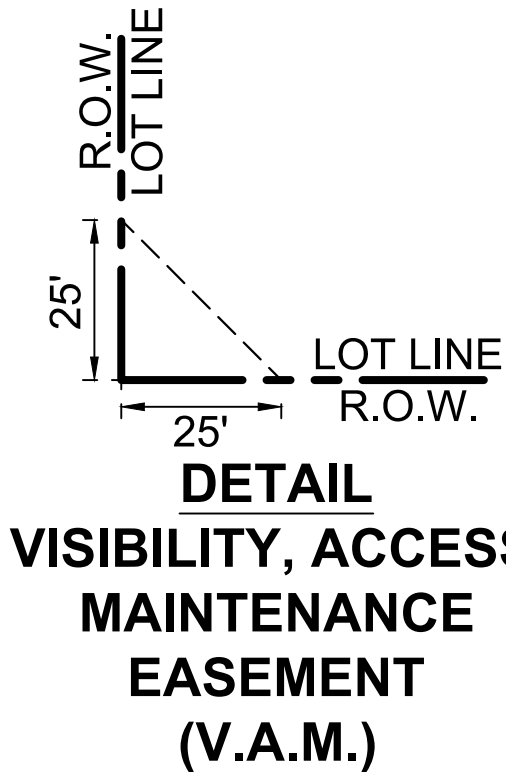
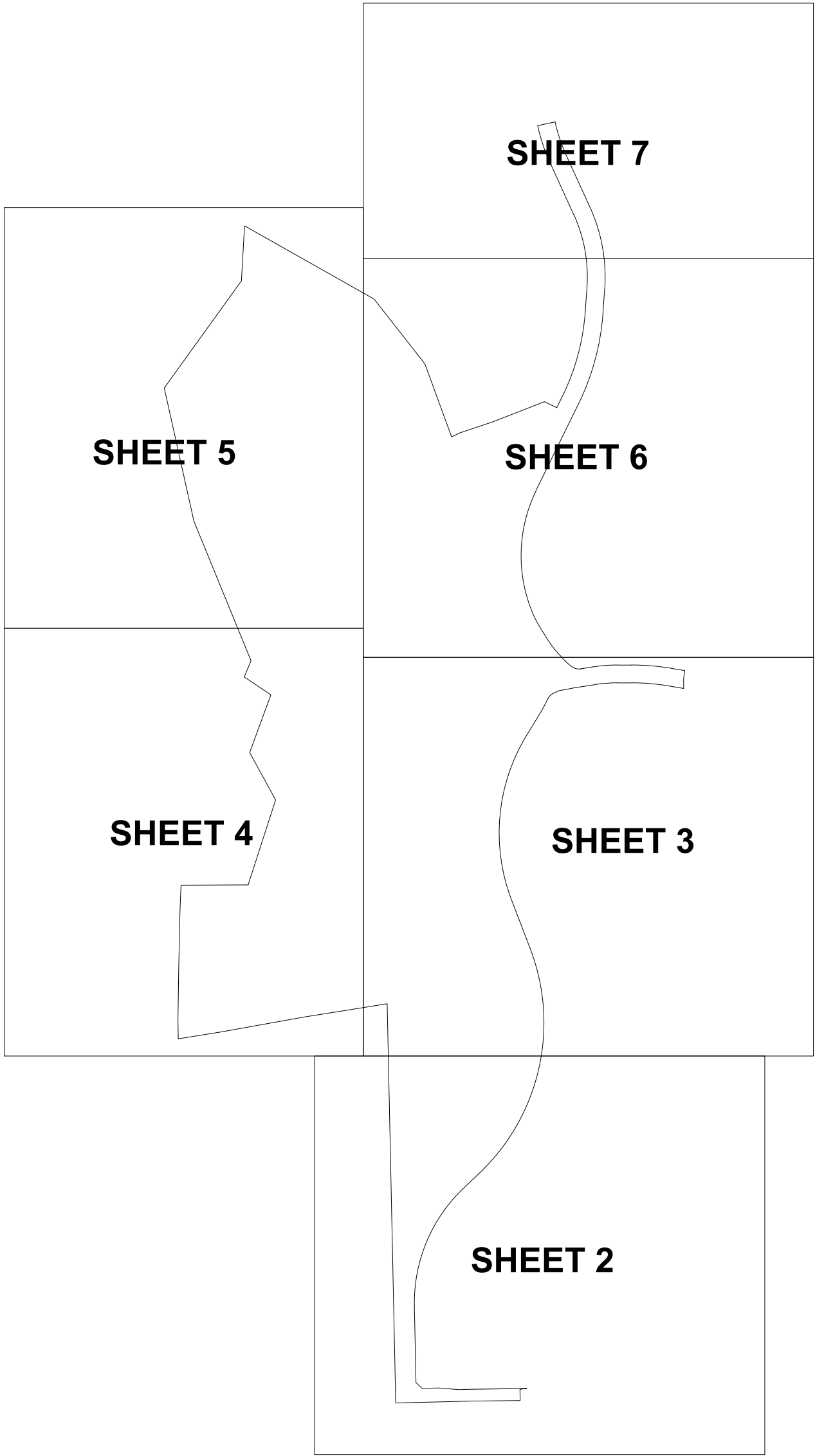


EXHIBIT A



LEGEND	
---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	IRFC IRON ROD FOUND
---	IRFC IRON ROD FOUND WITH CAP
---	IRSC IRON ROD SET WITH CAP
---	INST. NO. INSTRUMENT NUMBER
---	NTS NOT TO SCALE
---	FND. FOUND
---	B.L. BUILDING LINE
---	P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS
---	O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
---	XS "X" CUT IN CONCRETE SET
---	XF "X" CUT IN CONCRETE FOUND
---	P.O.B. POINT OF BEGINNING

PP 25-0008
PRELIMINARY PLAT
**LIBERTY HILLS,
PHASES 1 AND 2**
33 RESIDENTIAL LOTS - MD
215 RESIDENTIAL LOTS - SF 6.0
147 RESIDENTIAL LOTS - SF 7.2
59 RESIDENTIAL LOTS - SF 8.4
24 HOA LOTS

139.983 ACRES
OUT OF THE
HENRY SMITH SURVEY,
ABSTRACT NO. 822 &
JONAS WHITAKER SURVEY,
ABSTRACT NO. 981
CITY OF ANNA, COLLIN COUNTY, TEXAS
APRIL 2025

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	JCC	KHA	APRIL 2025	068517166	1 OF 9

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 731-3814
Contact: Thomas G. Coppin, P.E.

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 335-3580
Contact: Michael Marx, RPLS

OWNER:
PH Land Holdings, LLC
3200 Southwest Freeway, Suite 2800,
Houston, Texas 77027
Ph: (772) 625-3881
Contact: Kyle Kooda

OWNER:
LH Residential Development, LLC
14455 Dallas Parkway, Suite 1000,
Addison, Texas 75001

OWNER:
SH Dev Liberty Hills Anna, LLC
2400 Dallas Parkway, Suite 460,
Plano, Texas 75093

NOTES:

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.

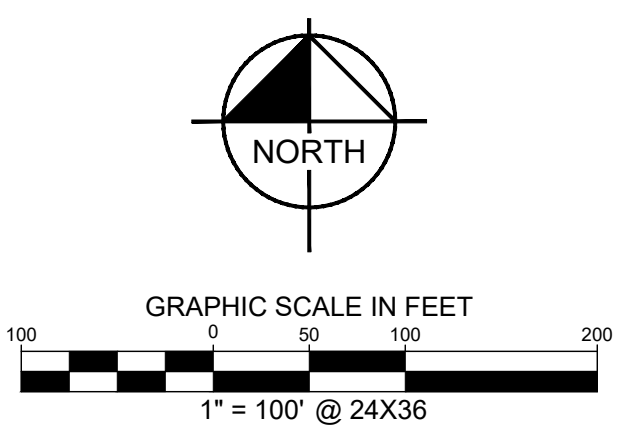
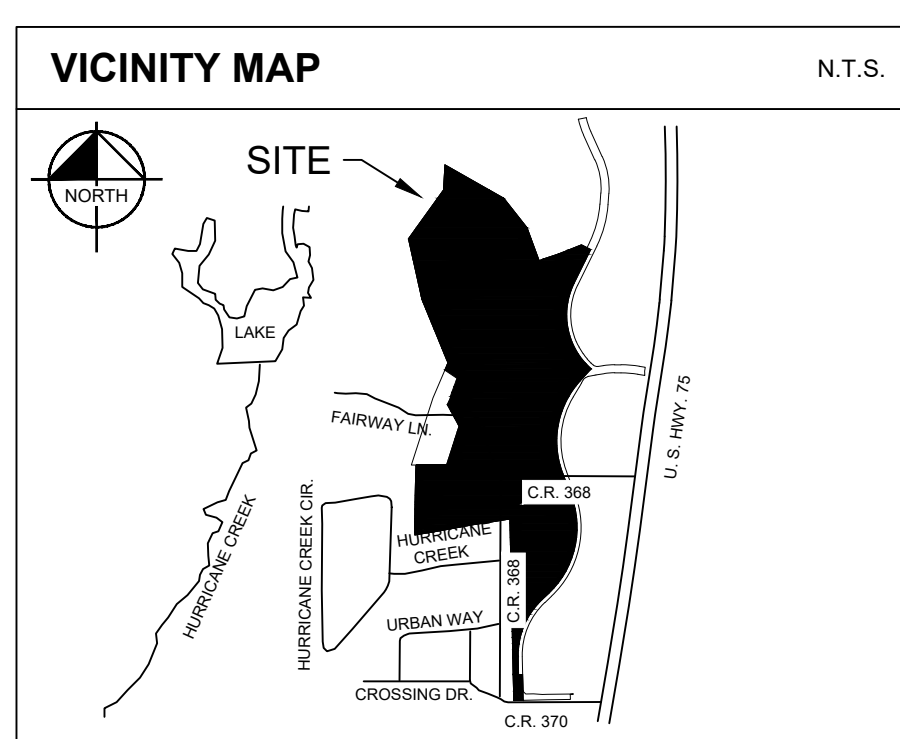
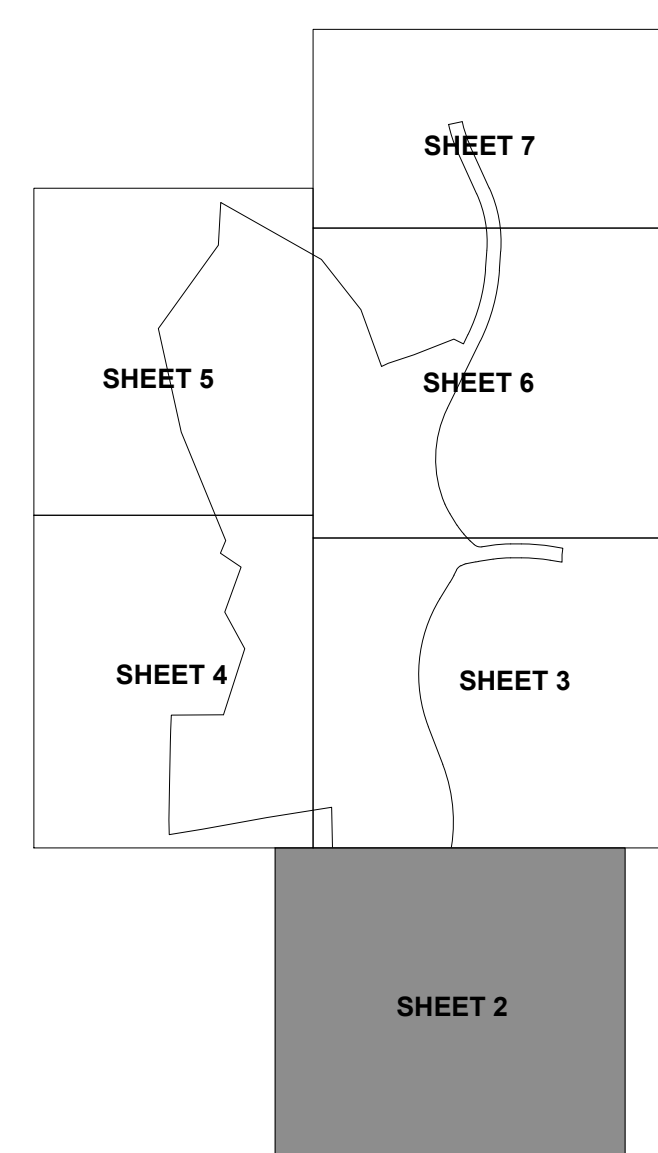
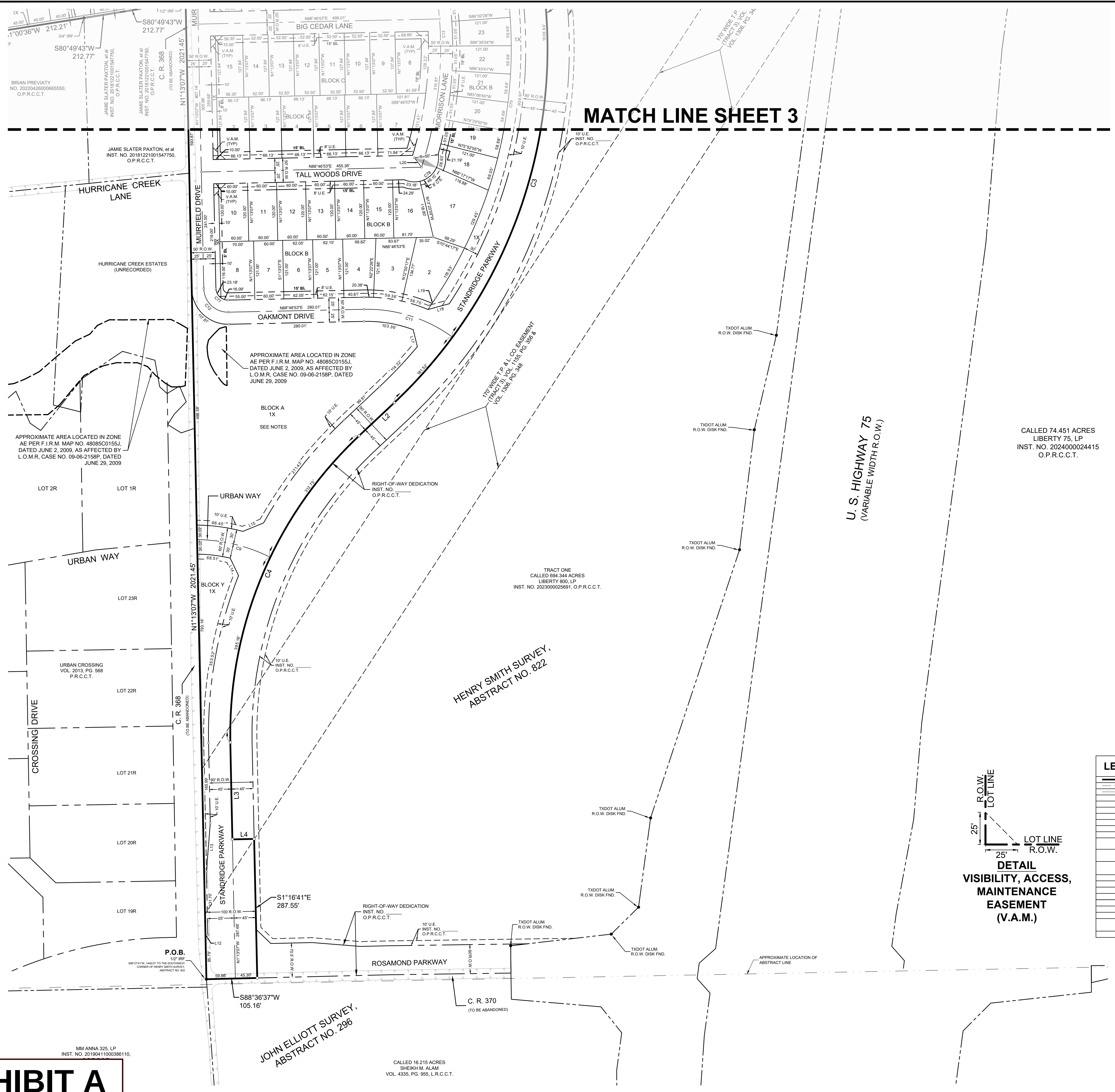
Line & curve table on sheet 8.

Trees within Lot 1X, Block A are subject to tree preservation in accordance with the Liberty Hills Development Agreement

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0160J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

EXHIBIT A



NOTES:

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Line & curve table on sheet 8.

Trees within Lot 1X, Block A are subject to tree preservation in accordance with the Liberty Hills Development Agreement.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, as affected by Letter of Map Revision, Case No. 09-06-2158P, dated June 29, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

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

PP 25-0008
PRELIMINARY PLAT
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APRIL 2025

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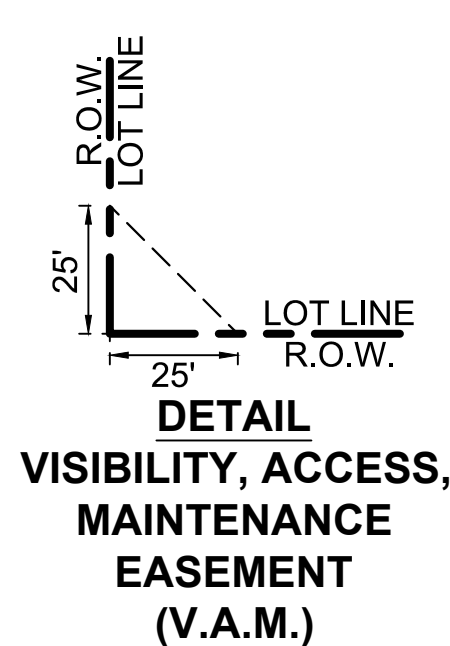
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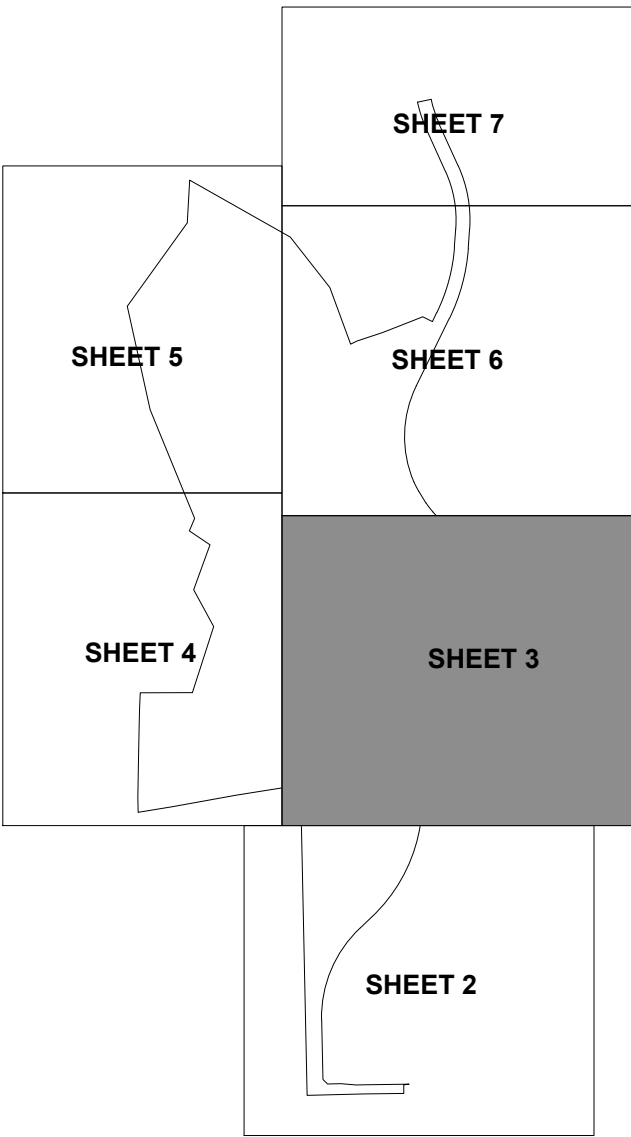
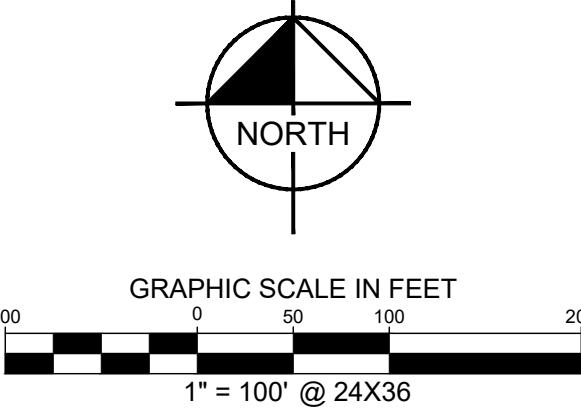
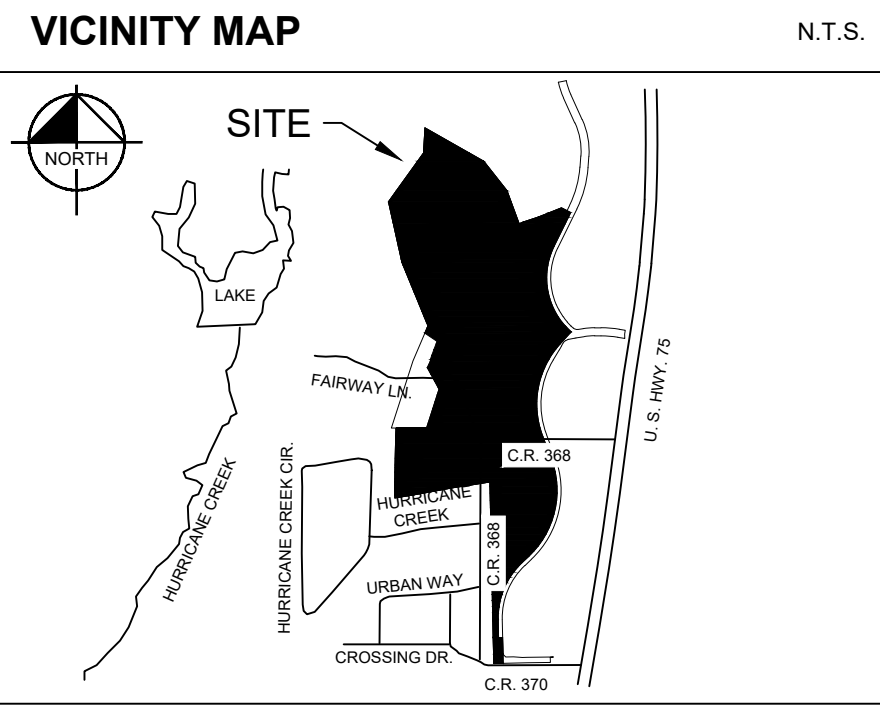
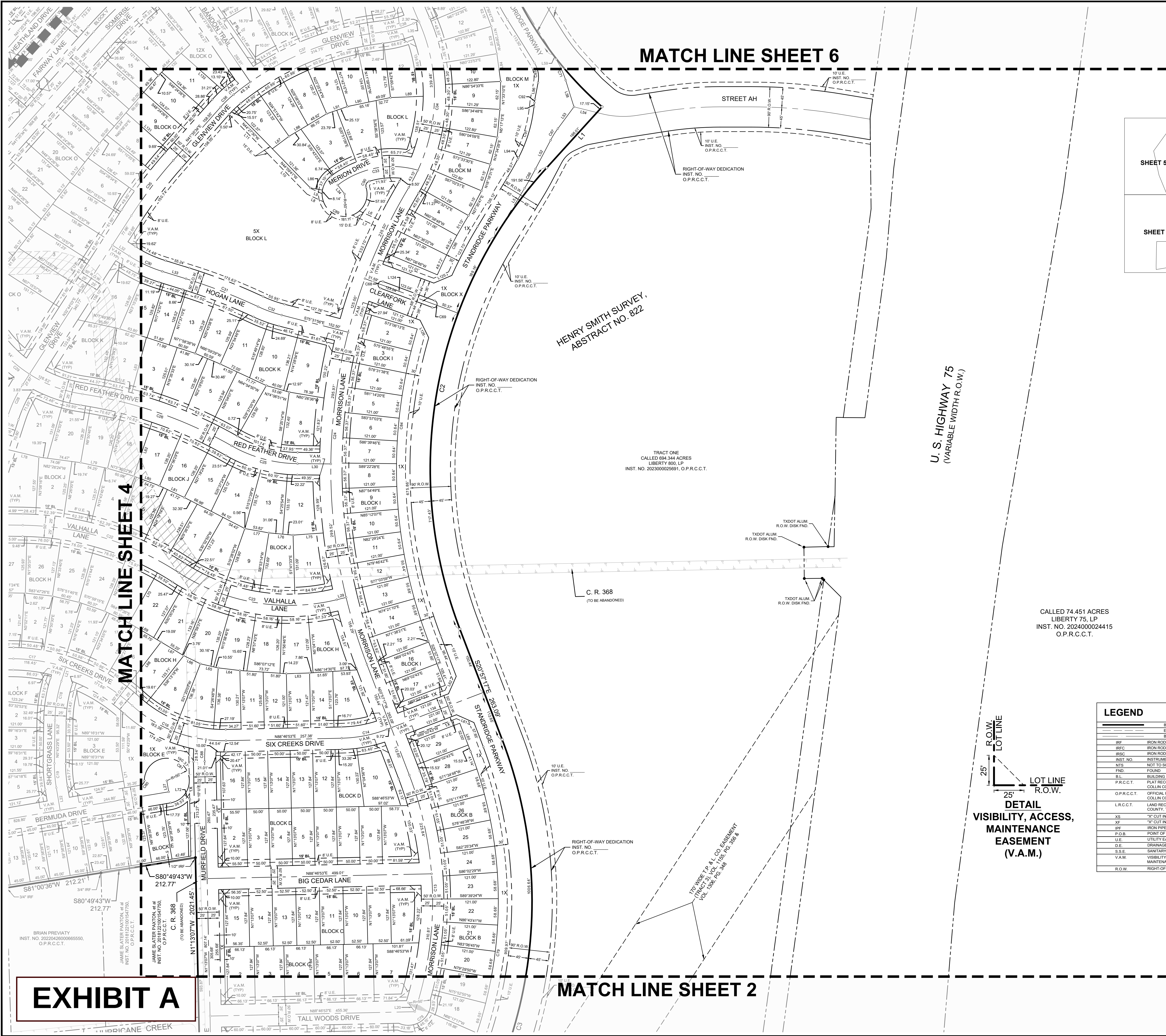
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---	IPF
---	IRON PIPE FOUND
---	P.O.B.
---	POINT OF BEGINNING
---	U.E.
---	UTILITY EASEMENT
---	D.E.
---	DRAINAGE EASEMENT
---	S.S.E.
---	SANITARY SEWER EASEMENT
---	V.A.M.
---	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
---	R.O.W.
---	RIGHT-OF-WAY



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33 RESIDENTIAL LOTS - MD
215 RESIDENTIAL LOTS - SF 6.0
147 RESIDENTIAL LOTS - SF 7.2
59 RESIDENTIAL LOTS - SF 8.4
24 HOA LOTS

139.983 ACRES
OUT OF THE
HENRY SMITH SURVEY,
ABSTRACT NO. 822 &
JONAS WHITAKER SURVEY,
ABSTRACT NO. 981
CITY OF ANNA, COLLIN COUNTY, TEXAS
APRIL 2025

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	APRIL 2025	061315006	3 OF 9

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 731-3814
Contact: Thomas G. Coppin, P.E.

OWNER:
PH Land Holdings, LLC
3200 Southwest Freeway, Suite 2800,
Houston, Texas 77027
Ph: (972) 625-3881
Contact: Kyle Kooda

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 335-3580
Contact: Michael Marx, RPLS

OWNER:
LH Residential Development, LLC
15455 Dallas Parkway, Suite 1000,
Addison, Texas 75001

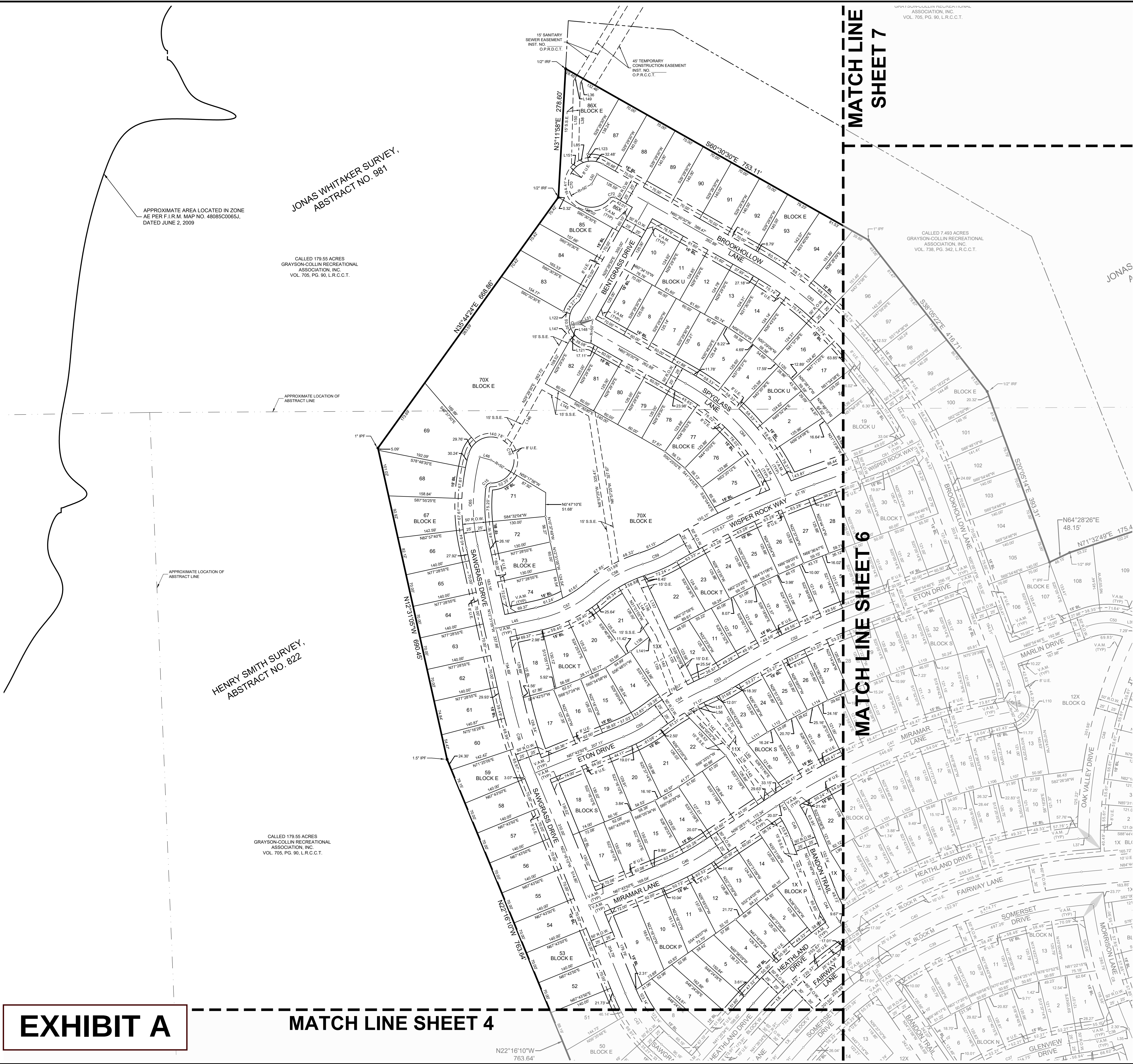
OWNER:
SH Dev Liberty Hills Anna, LLC
2400 Dallas Parkway, Suite 460,
Plano, Texas 75093

EXHIBIT A

MATCH LINE SHEET 2

MATCH LINE SHEET 6

MATCH LINE SHEET 4



VICINITY MAP

N.T.S.

SITE

LAKE
FAIRWAY LN
HURRICANE CREEK CDR
WILKINSON CREEK
C.R. 368
C.R. 370
CROSSING DR
U.S. HWY. 75

NORTH

GRAPHIC SCALE IN FEET

1" = 100' @ 24X36

NOTES:

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.

Line & curve table on sheet 8.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0155J, for Collin County, Texas and incorporated areas, dated June 2, 2009, as affected by Letter of Map Revision, Case No. 09-06-2158P, dated June 29, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)".

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LEGEND

BOUNDARY LINE	BOUNDARY LINE
EASEMENT LINE	EASEMENT LINE
BUILDING LINE	BUILDING LINE
IRON ROD FOUND	IRON ROD FOUND
IRON ROD FOUND WITH CAP	IRON ROD FOUND WITH CAP
IRON ROD SET WITH CAP	IRON ROD SET WITH CAP
INSTRUMENT NUMBER	INSTRUMENT NUMBER
NOT TO SCALE	NOT TO SCALE
FOUND	FOUND
BOUNDING LINE	BOUNDING LINE
PLAT RECORDS OF COLLIN COUNTY, TEXAS	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T.	LAND RECORDS OF COLLIN COUNTY, TEXAS
X" CUT IN CONCRETE SET	X" CUT IN CONCRETE SET
X" CUT IN CONCRETE FOUND	X" CUT IN CONCRETE FOUND
IRON PIPE FOUND	IRON PIPE FOUND
POINT OF BEGINNING	POINT OF BEGINNING
UTILITY EASEMENT	UTILITY EASEMENT
DRAINAGE EASEMENT	DRAINAGE EASEMENT
SANITARY SEWER EASEMENT	SANITARY SEWER EASEMENT
MAINTENANCE EASEMENT	MAINTENANCE EASEMENT
RIGHT-OF-WAY	RIGHT-OF-WAY

PP 25-0008
PRELIMINARY PLAT
LIBERTY HILLS,
PHASES 1 AND 2
33 RESIDENTIAL LOTS - MD
215 RESIDENTIAL LOTS - SF 6.0
147 RESIDENTIAL LOTS - SF 7.2
59 RESIDENTIAL LOTS - SF 8.4
24 HOA LOTS

139.983 ACRES
OUT OF THE
HENRY SMITH SURVEY,
ABSTRACT NO. 822 &
JONAS WHITAKER SURVEY,
ABSTRACT NO. 981
CITY OF ANNA, COLLIN COUNTY, TEXAS
APRIL 2025

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	APRIL 2025	061315006	5 OF 9

APPLICANT:
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Ph: (972) 335-3580
Contact: Michael Marx, RPLS

OWNER:
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15455 Dallas Parkway, Suite 1000,
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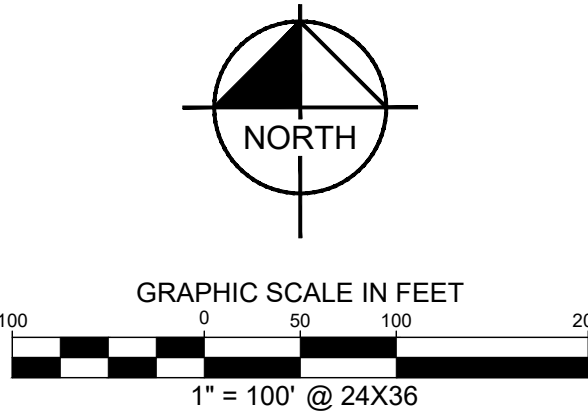
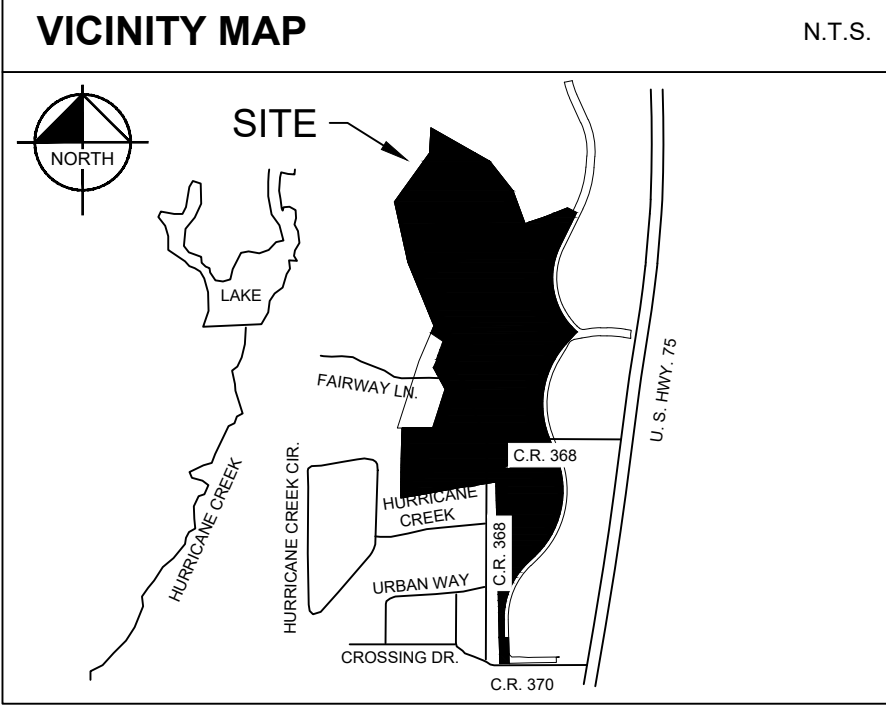
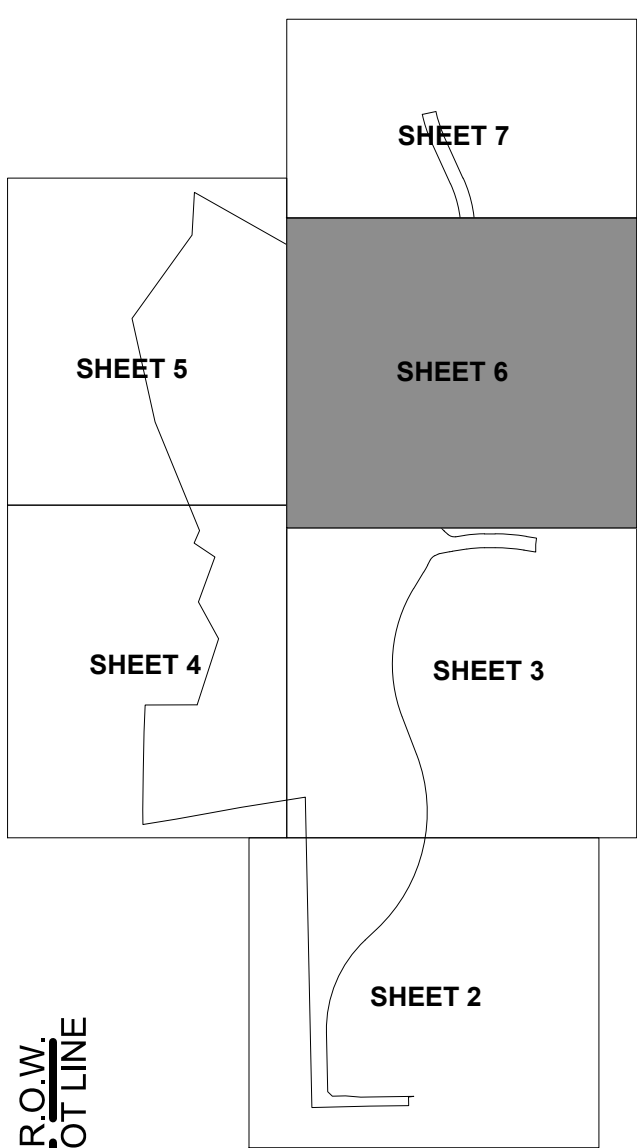
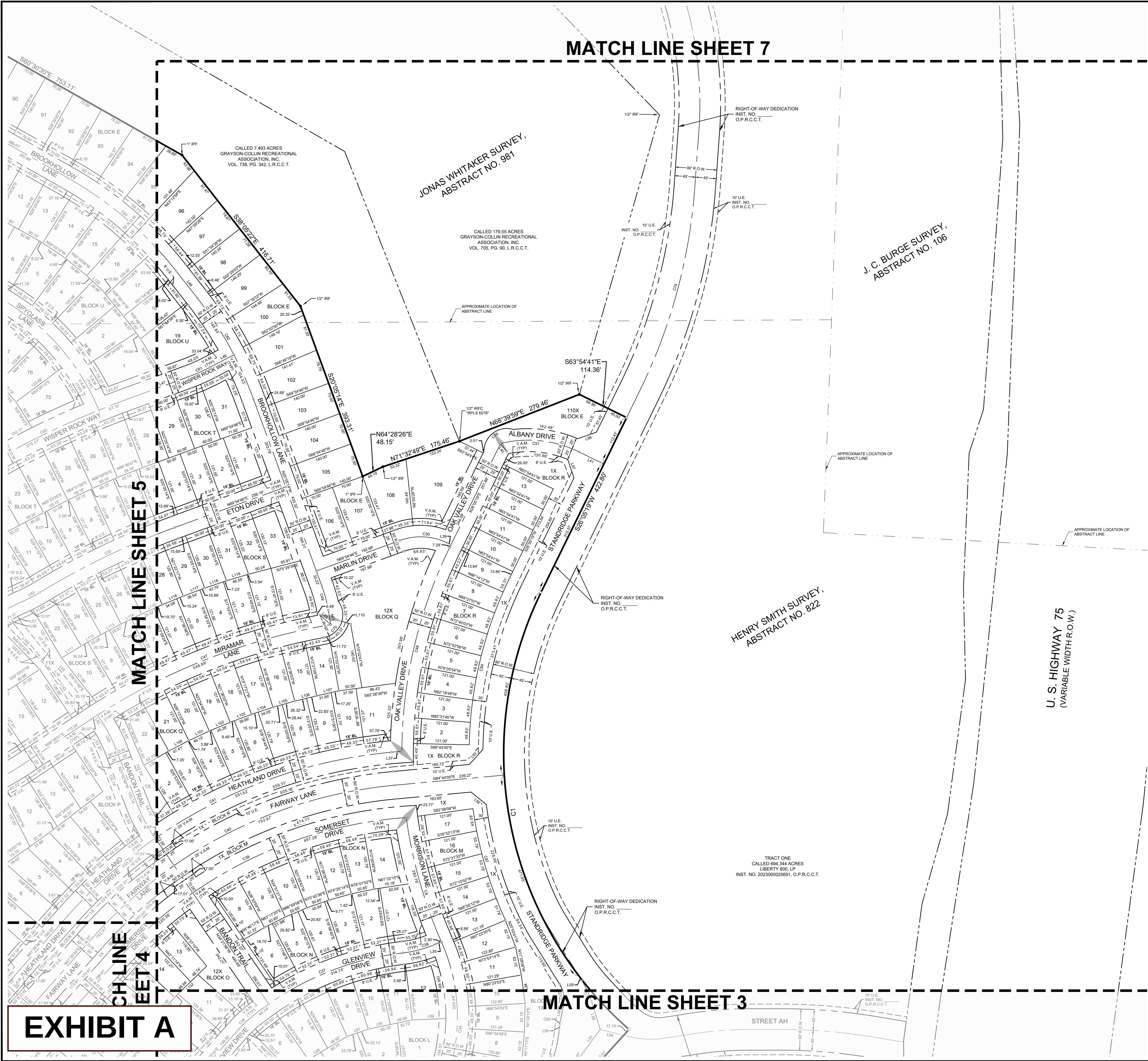
OWNER:
SH Dev Liberty Hills Anna, LLC
2400 Dallas Parkway, Suite 460,
Plano, Texas 75093

EXHIBIT A

MATCH LINE SHEET 4

MATCH LINE SHEET 6

MATCH LINE SHEET 7



25' R.O.W.
25' LOT LINE
25' R.O.W.
**DETAIL
VISIBILITY, ACCESS,
MAINTENANCE
EASEMENT
(V.A.M.)**

NOTES:

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Line & curve table on sheet 8.

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PP 25-0008
PRELIMINARY PLAT
**LIBERTY HILLS,
PHASES 1 AND 2**
33 RESIDENTIAL LOTS - MD
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APRIL 2025

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	APRIL 2025	061315006	6 OF 9

LEGEND	
BOUNDARY LINE	BOUNDARY LINE
EASEMENT LINE	EASEMENT LINE
IRON ROD FOUND	IRON ROD FOUND
IRON ROD SET WITH CAP	IRON ROD SET WITH CAP
IRON ROD SET WITH CAP	IRON ROD SET WITH CAP
NOT TO SCALE	NOT TO SCALE
FOUND	FOUND
POINT OF BEGINNING	POINT OF BEGINNING
UTILITY EASEMENT	UTILITY EASEMENT
DRAINAGE EASEMENT	DRAINAGE EASEMENT
SANITARY SEWER EASEMENT	SANITARY SEWER EASEMENT
V.A.M. VISIBILITY, ACCESS & MAINTENANCE EASEMENT	V.A.M. VISIBILITY, ACCESS & MAINTENANCE EASEMENT
R.O.W. RIGHT-OF-WAY	R.O.W. RIGHT-OF-WAY

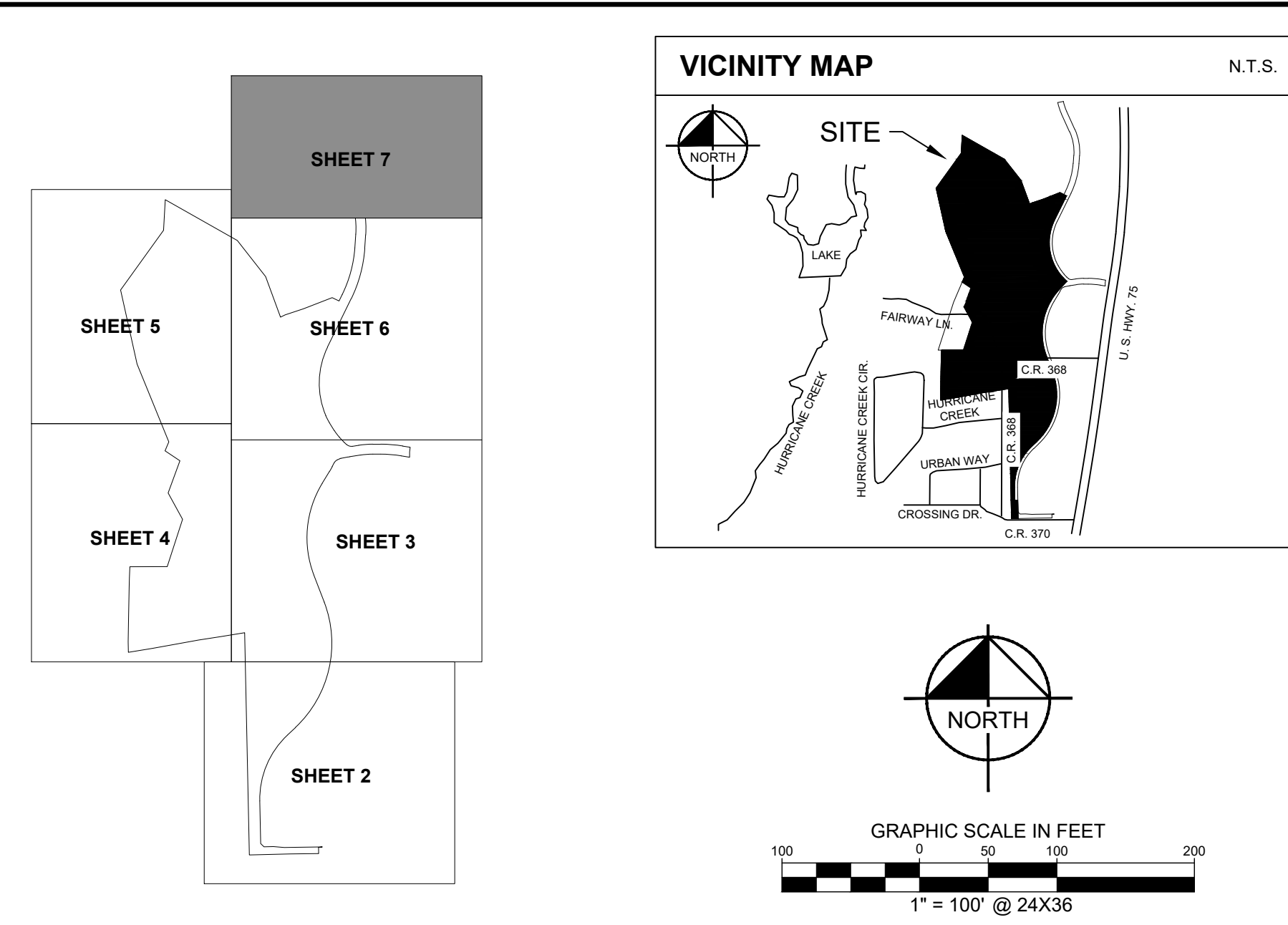
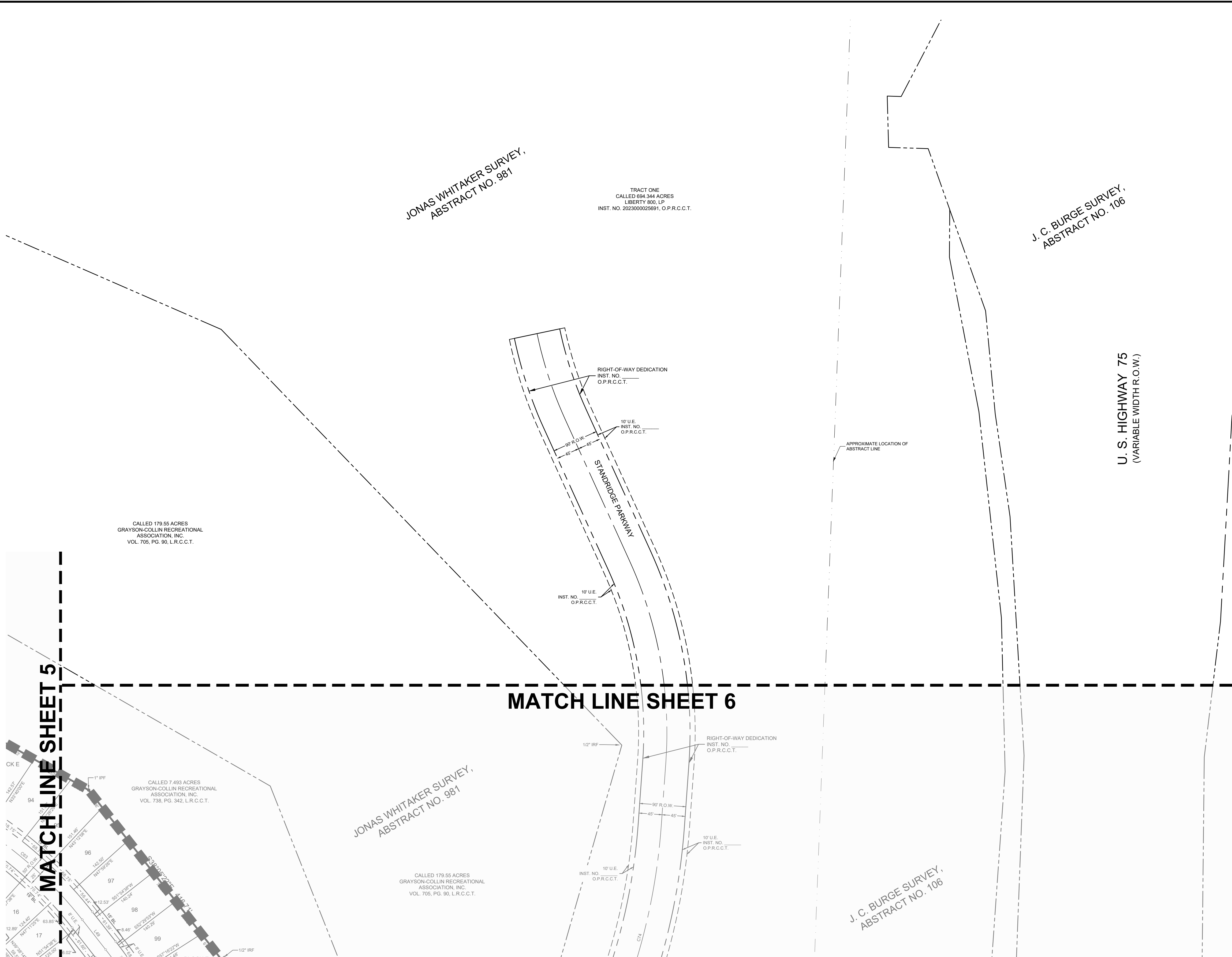
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NOTES:

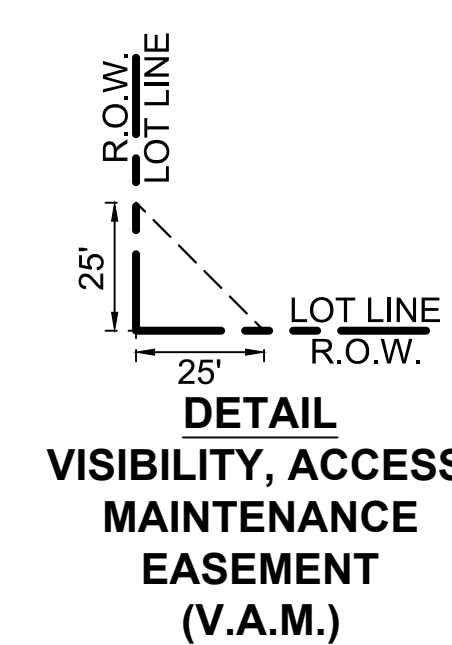
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LEGEND	
---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
N.T.S.	NOT TO SCALE
FND.	FOUND
B.L.	BUILDING LINE
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T.	LAND RECORDS OF COLLIN COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
V.A.M.	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
R.O.W.	RIGHT-OF-WAY

PP 25-0008
PRELIMINARY PLAT
**LIBERTY HILLS,
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EXHIBIT A

LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE				LOT TABLE							
LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING	LOT NO.	ACRES	SQ. FT.	ZONING				
BLOCK A LOT 1X	2.970	129,363	SF 7.2	BLOCK C LOT 15	0.165	7,204	SF 6.0	BLOCK E LOT 28	0.144	6,265	MD	BLOCK F LOT 72	0.193	8,395	SF 7.2	BLOCK F LOT 6	0.206	8,967	SF 6.0	BLOCK H LOT 27	0.212	9,251	SF 7.2	BLOCK K LOT 6	0.198	8,625	SF 7.2	BLOCK N LOT 5	0.158	6,890	SF 6.0	BLOCK P LOT 10	0.225	9,815	SF 7.2	BLOCK S LOT 5	0.143	6,250	SF 6.0	BLOCK T LOT 16	0.182	7,918	SF 7.2
BLOCK B LOT 1X	0.735	31,997	SF 6.0	BLOCK D LOT 1X	0.059	2,562	SF 6.0	BLOCK E LOT 29	0.137	5,952	MD	BLOCK E LOT 73	0.179	7,800	SF 7.2	BLOCK F LOT 7	0.173	7,531	SF 6.0	BLOCK I LOT 1X	0.682	29,728	SF 6.0	BLOCK K LOT 7	0.235	10,240	SF 7.2	BLOCK N LOT 6	0.173	7,542	SF 6.0	BLOCK P LOT 11	0.219	9,557	SF 7.2	BLOCK S LOT 6	0.143	6,249	SF 6.0	BLOCK T LOT 17	0.229	9,954	SF 7.2
BLOCK B LOT 2	0.266	11,575	SF 7.2	BLOCK D LOT 2	0.163	7,095	SF 6.0	BLOCK E LOT 30	0.147	6,398	SF 6.0	BLOCK E LOT 74	0.211	9,211	SF 7.2	BLOCK F LOT 8	0.164	7,139	SF 6.0	BLOCK I LOT 2	0.149	6,474	SF 6.0	BLOCK K LOT 8	0.240	10,457	SF 7.2	BLOCK N LOT 7X	0.056	2,421	SF 6.0	BLOCK P LOT 12	0.204	8,885	SF 7.2	BLOCK S LOT 7	0.143	6,249	SF 6.0	BLOCK T LOT 18	0.222	9,670	SF 7.2
BLOCK B LOT 3	0.207	9,013	SF 7.2	BLOCK D LOT 3	0.147	6,392	SF 6.0	BLOCK E LOT 31	0.148	6,435	SF 6.0	BLOCK E LOT 75	0.223	9,698	SF 7.2	BLOCK F LOT 9	0.164	7,139	SF 6.0	BLOCK I LOT 3	0.149	6,474	SF 6.0	BLOCK K LOT 9	0.262	11,407	SF-8.4	BLOCK N LOT 8	0.159	6,934	SF 6.0	BLOCK P LOT 13	0.183	7,967	SF 7.2	BLOCK S LOT 8	0.143	6,249	SF 6.0	BLOCK T LOT 19	0.209	9,121	SF 7.2
BLOCK B LOT 4	0.181	7,871	SF 7.2	BLOCK D LOT 4	0.147	6,392	SF 6.0	BLOCK E LOT 32	0.149	6,477	SF 6.0	BLOCK E LOT 76	0.189	8,231	SF 7.2	BLOCK F LOT 10	0.195	8,476	SF 6.0	BLOCK I LOT 4	0.149	6,474	SF 6.0	BLOCK K LOT 10	0.233	10,152	SF-8.4	BLOCK N LOT 9	0.152	6,605	SF 6.0	BLOCK P LOT 14	0.168	7,328	SF 7.2	BLOCK S LOT 9	0.143	6,249	SF 6.0	BLOCK T LOT 20	0.207	9,019	SF 7.2
BLOCK B LOT 5	0.173	7,520	SF 7.2	BLOCK D LOT 5	0.147	6,392	SF 6.0	BLOCK E LOT 33	0.201	8,743	SF 6.0	BLOCK E LOT 77	0.189	8,231	SF 7.2	BLOCK G LOT 1	0.191	8,328	SF 6.0	BLOCK I LOT 5	0.149	6,474	SF 6.0	BLOCK K LOT 11	0.193	8,404	SF 7.2	BLOCK N LOT 10	0.152	6,605	SF 6.0	BLOCK Q LOT 1X	0.134	5,830	SF 6.0	BLOCK S LOT 10	0.161	7,004	SF 6.0	BLOCK T LOT 21	0.194	8,438	SF 7.2
BLOCK B LOT 6	0.172	7,508	SF 7.2	BLOCK D LOT 6	0.147	6,392	SF 6.0	BLOCK E LOT 34	0.142	6,185	SF 6.0	BLOCK E LOT 78	0.182	7,948	SF 7.2	BLOCK G LOT 2	0.156	6,811	SF 6.0	BLOCK I LOT 6	0.149	6,474	SF 6.0	BLOCK K LOT 12	0.185	8,063	SF 7.2	BLOCK N LOT 11	0.152	6,605	SF 6.0	BLOCK Q LOT 2	0.144	6,291	SF 6.0	BLOCK S LOT 11X	0.359	15,627	SF 6.0	BLOCK T LOT 22	0.242	10,537	SF 7.2
BLOCK B LOT 7	0.167	7,260	SF 7.2	BLOCK D LOT 7	0.147	6,392	SF 6.0	BLOCK E LOT 35	0.139	6,050	SF 6.0	BLOCK E LOT 79	0.172	7,500	SF 7.2	BLOCK G LOT 3	0.156	6,811	SF 6.0	BLOCK I LOT 7	0.149	6,474	SF 6.0	BLOCK K LOT 13	0.185	8,079	SF 7.2	BLOCK N LOT 12	0.152	6,605	SF 6.0	BLOCK Q LOT 3	0.144	6,289	SF 6.0	BLOCK S LOT 12	0.178	7,670	SF 7.2	BLOCK T LOT 23	0.176	7,670	SF 7.2
BLOCK B LOT 8	0.194	8,446	SF 7.2	BLOCK D LOT 8	0.147	6,392	SF 6.0	BLOCK E LOT 36	0.182	7,926	SF 6.0	BLOCK E LOT 80	0.172	7,500	SF 7.2	BLOCK G LOT 4	0.139	6,049	SF 6.0	BLOCK I LOT 8	0.149	6,474	SF 6.0	BLOCK K LOT 14	0.151	6,594	SF 6.0	BLOCK N LOT 13	0.152	6,605	SF 6.0	BLOCK Q LOT 4	0.144	6,289	SF 6.0	BLOCK S LOT 13	0.180	7,822	SF 7.2	BLOCK T LOT 24	0.177	7,707	SF 7.2
BLOCK B LOT 8X	0.053	2,300	SF 7.2	BLOCK D LOT 9	0.211	9,210	SF 6.0	BLOCK E LOT 37	0.356	15,493	SF-8.4	BLOCK E LOT 81	0.172	7,500	SF 7.2	BLOCK G LOT 5	0.156	6,817	SF 6.0	BLOCK I LOT 9	0.149	6,474	SF 6.0	BLOCK K LOT 15	0.165	7,209	SF 6.0	BLOCK N LOT 14	0.198	8,622	SF 6.0	BLOCK Q LOT 5	0.144	6,289	SF 6.0	BLOCK S LOT 14	0.191	8,318	SF 7.2	BLOCK T LOT 25	0.177	7,707	SF 7.2
BLOCK B LOT 10	0.165	7,200	SF 7.2	BLOCK D LOT 10	0.254	11,069	SF 6.0	BLOCK E LOT 38	0.273	11,887	SF-8.4	BLOCK E LOT 82	0.168	7,314	SF 7.2	BLOCK G LOT 6	0.186	8,122	SF 6.0	BLOCK I LOT 10	0.149	6,474	SF 6.0	BLOCK K LOT 16	0.258	11,245	MD	BLOCK N LOT 15	0.400	17,403	SF 7.2	BLOCK Q LOT 6	0.144	6,288	SF 6.0	BLOCK S LOT 15	0.195	8,513	SF 7.2	BLOCK T LOT 26	0.177	7,707	SF 7.2
BLOCK B LOT 11	0.165	7,200	SF 7.2	BLOCK D LOT 11	0.162	7,069	SF 6.0	BLOCK E LOT 39	0.263	11,475	SF-8.4	BLOCK E LOT 83	0.268	11,677	SF-8.4	BLOCK G LOT 7	0.196	8,536	MD	BLOCK I LOT 11	0.149	6,474	SF 6.0	BLOCK K LOT 17	0.267	11,638	SF 7.2	BLOCK N LOT 16	0.211	9,184	SF 7.2	BLOCK Q LOT 7	0.144	6,288	SF 6.0	BLOCK S LOT 16	0.185	8,072	SF 7.2	BLOCK T LOT 27	0.177	7,707	SF 7.2
BLOCK B LOT 12	0.165	7,200	SF 7.2	BLOCK D LOT 12	0.147	6,392	SF 6.0	BLOCK E LOT 40	0.238	10,351	SF-8.4	BLOCK E LOT 84	0.260	11,305	SF-8.4	BLOCK G LOT 8	0.146	6,355	MD	BLOCK I LOT 12	0.149	6,474	SF 6.0	BLOCK K LOT 18	0.209	9,097	SF 7.2	BLOCK N LOT 17	0.203	8,861	SF 7.2	BLOCK Q LOT 8	0.144	6,288	SF 6.0	BLOCK S LOT 17	0.215	9,372	SF 7.2	BLOCK T LOT 28	0.175	7,612	SF 7.2
BLOCK B LOT 13	0.165	7,200	SF 7.2	BLOCK D LOT 13	0.147	6,392	SF 6.0	BLOCK E LOT 41	0.211	9,170	SF-8.4	BLOCK E LOT 85	0.247	10,768	SF-8.4	BLOCK G LOT 9	0.139	6,065	MD	BLOCK I LOT 13	0.149	6,479	SF 6.0	BLOCK K LOT 19	0.210	9,151	SF 7.2	BLOCK N LOT 18	0.196	8,538	SF 7.2	BLOCK Q LOT 9	0.145	6,303	SF 7.2	BLOCK S LOT 18	0.221	9,622	SF 7.2	BLOCK T LOT 29	0.174	7,560	SF 7.2
BLOCK B LOT 14	0.165	7,200	SF 7.2	BLOCK D LOT 14	0.147	6,392	SF 6.0	BLOCK E LOT 42	0.281	12,250	SF-8.4	BLOCK E LOT 86X	0.507	22,066	SF-8.4	BLOCK G LOT 10	0.134	5,858	MD	BLOCK I LOT 14	0.149	6,479	SF 6.0	BLOCK K LOT 20	0.200	8,721	SF 7.2	BLOCK N LOT 19	0.189	8,216	SF 7.2	BLOCK Q LOT 10	0.146	6,345	SF 6.0	BLOCK S LOT 19	0.191	8,321	SF 7.2	BLOCK T LOT 30	0.174	7,563	SF 7.2
BLOCK B LOT 15	0.165	7,200	SF 7.2	BLOCK D LOT 15	0.147	6,392	SF 6.0	BLOCK E LOT 43	0.271	11,802	SF-8.4	BLOCK E LOT 87	0.228	9,936	SF-8.4	BLOCK G LOT 11	0.134	5,858	MD	BLOCK I LOT 15	0.148	6,460	SF 6.0	BLOCK K LOT 21	0.188	8,205	SF 6.0	BLOCK N LOT 20	0.188	8,205	SF 7.2	BLOCK Q LOT 11	0.198	8,611	SF 6.0	BLOCK S LOT 20	0.198	8,615	SF 7.2	BLOCK T LOT 31	0.212	9,249	SF 7.2
BLOCK B LOT 16	0.187	8,129	SF 7.2	BLOCK D LOT 16	0.163	7,091	SF 6.0	BLOCK E LOT 44	0.211	9,178	SF-8.4	BLOCK E LOT 88	0.225	9,800	SF-8.4	BLOCK G LOT 12	0.134	5,858	MD	BLOCK I LOT 16	0.143	6,244	SF 6.0	BLOCK K LOT 22	0.160	6,960	SF 6.0	BLOCK N LOT 21	0.181	7,868	SF 7.2	BLOCK Q LOT 12X	0.867	37,753	SF 6.0	BLOCK S LOT 21	0.211	9,171	SF 7.2	BLOCK U LOT 1	0.268	11,659	SF 7.2
BLOCK B LOT 17	0.337	14,683	SF 7.2	BLOCK E LOT 1X	1.777	77,387	MD	BLOCK E LOT 45	0.211	9,170	SF-8.4	BLOCK E LOT 89	0.225	9,800	SF-8.4	BLOCK G LOT 13	0.164	7,135	MD	BLOCK I LOT 17	0.143	6,244	SF 6.0	BLOCK K LOT 23	0.156	6,805	SF 6.0	BLOCK N LOT 22	0.177	7,711	SF 7.2	BLOCK Q LOT 13	0.157	6,854	SF 6.0	BLOCK S LOT 22	0.210	9,162	SF 7.2	BLOCK U LOT 2	0.192	8,367	SF 7.2
BLOCK B LOT 18	0.161	7,025	SF 6.0	BLOCK E LOT 2	0.259	11,271	SF 6.0	BLOCK E LOT 46	0.211	9,170	SF-8.4	BLOCK E LOT 90	0.225	9,800	SF-8.4	BLOCK H LOT 1	0.188	8,183	SF 6.0	BLOCK J LOT 1	0.264	11,485	SF 7.2	BLOCK K LOT 24	0.155	6,732	SF 6.0	BLOCK N LOT 23	0.171	7,454	SF 7.2	BLOCK Q LOT 14	0.143	6,222	SF 6.0	BLOCK S LOT 23	0.139	6,067	SF 6.0	BLOCK U LOT 3	0.188	8,198	SF 7.2
BLOCK B LOT 19	0.152	6,639	SF 6.0	BLOCK E LOT 3	0.149	6,474	SF 6.0	BLOCK E LOT 47X	0.902	39,288	SF-8.4	BLOCK E LOT 91	0.225	9,800	SF-8.4	BLOCK H LOT 2	0.160	6,990	SF 6.0	BLOCK J LOT 2	0.197	8,582	SF 7.2	BLOCK K LOT 25	0.153	6,662	SF 6.0	BLOCK N LOT 24	0.172	7,490	SF 7.2	BLOCK Q LOT 15	0.144	6,251	SF 6.0	BLOCK S LOT 24	0.142	6,203	SF 6.0	BLOCK U LOT 4	0.188	8,186	SF 7.2
BLOCK B LOT 20	0.152	6,639	SF 6.0	BLOCK E LOT 4	0.206	8,994	SF 6.0	BLOCK E LOT 48	0.366	15,928	SF-8.4	BLOCK E LOT 92	0.225	9,800	SF-8.4	BLOCK H LOT 3	0.162	7,054	SF 6.0	BLOCK J LOT 3	0.196	8,551	SF 7.2	BLOCK K LOT 26	0.155	6,754	SF 6.0	BLOCK N LOT 25	0.169	7,347	SF 7.2	BLOCK Q LOT 16	0.144	6,251	SF 6.0	BLOCK S LOT 25							

OWNERS' CERTIFICATE

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

WHEREAS PH LAND HOLDINGS, LLC (an undivided 53.498% interest), SH DEV LIBERTY HILLS ANNA, LLC (an undivided 25.456% interest), and LH RESIDENTIAL DEVELOPMENT, LLC (an undivided 21.046% interest), are the sole owners of a tract of land situated in the Henry Smith Survey, Abstract No. 822 and the Honas Whitaker Survey, Abstract No. 981, City of Anna, Collin County, Texas, and being a portion of a called 139.983 acre tract of land described in, a Special Warranty Deed to PH Land Holdings, LLC, (an undivided 53.498% interest), recorded in Instrument No. 2024000150141, a Special warranty Deed to SH Dev Liberty Hills Anna, LLC, (an undivided 25.456% interest), recorded in Instrument No. 2024000151576, and a Special Warranty Deed to LH Residential Development, LLC (an undivided 21.046% interest), recorded in Instrument No. 2024000160359, all of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the intersection of County Road 370, an apparent public use right of way, no record found, with County Road 368, an apparent public use right of way, no record found, same being the southwest corner of said 139.983-acre tract, and the northwest corner of a tract of land, described in a deed to Sheikh M. Alam, as recorded in Volume 4335, Page 955 of the Land Records of Collin County, Texas;

THENCE North 01°13'07" West, along a westerly line of said 139.983-acre tract and generally along said County Road 368, a distance of 2,021.45 feet to a 1/2-inch iron rod found for the northeast corner of a tract of land, described in a deed to Jamie Slater Paxton, et al, as recorded in Instrument No. 2018122100154750 of the Official Public Records of Collin County, Texas;

THENCE South 80°49'43" West, along a southerly line of said 139.983-acre tract and the north line of said Paxton tract, a distance of 212.77 feet to a 3/4-inch iron rod found for the northwest corner of said Paxton tract and the northeast corner of a tract of land, described in a deed to Brian Prevaily, as recorded in Instrument No. 20220426000665550 of the Official Public Records of Collin County, Texas;

THENCE South 81°00'36" West, continuing along a southerly line of said 139.983-acre tract and along the north line of said Prevaily tract, a distance of 212.21 feet to a 3/4-inch iron rod found for the northwest corner of said Prevaily tract and the northeast corner of a tract of land, described in a deed to Patrick and Cathy Malone, as recorded in Instrument No. 20180405000421810 of the Official Public Records of Collin County, Texas;

THENCE South 79°47'15" West, continuing along a southerly line of said 139.983-acre tract and along the north line of said Malone tract, a distance of 215.44 feet to a 3/4-inch iron rod found for the northwest corner of said Malone tract and the northeast corner of a tract of land, described in a deed to Bill L. Miller, et ux, as recorded in County Clerk's File No. 97-0050914 of the Land Records of Collin County, Texas;

THENCE South 79°47'48" West, continuing along a southerly line of said 139.983-acre tract and along the north line of said Miller, Sr., tract, a distance of 211.79 feet to a 2-inch iron pipe found in concrete for the northwest corner of said Miller, Sr., tract and the northeast corner of a tract of land, described in a deed to Ronald R. Brown II, et al, as recorded in Instrument No. 20160307000268360 of the Official Public Records of Collin County, Texas;

THENCE South 80°49'08" West, continuing along a southerly line of said 139.983-acre tract and along the north line of said Brown II, tract, a distance of 220.18 feet to a 3/4-inch smooth iron rod found for a southwest corner of said 139.983-acre tract and the northwest corner of said Brown II, tract, same being on the east line of a tract of land, described in a deed to the Jerry & Gail Purkape Revocable Trust, as recorded in Instrument No. 20150409000396420 of the Official Public Records of Collin County, Texas;

THENCE North 00°47'59" West, along a westerly line of said 139.983-acre tract and the east line of said Jerry & Gail Purkape Revocable Trust tract, a distance of 95.58 feet to a 3/4-inch smooth iron rod found for the northeast corner of said Jerry & Gail Purkape Revocable Trust tract and the southeast corner of a tract of land, described in a deed to Christopher Scott Cooper, et ux, as recorded in Instrument No. 20151015001306200 of the Official Public Records of Collin County, Texas;

THENCE North 00°53'28" East, continuing along a westerly line of said Tract One 139.983-acre tract and along the east line of said Cooper tract, a distance of 242.29 feet to a 3/4-inch smooth iron rod found for the northeast corner of said Cooper tract and the southeast corner of a tract of land, described in a deed to Jayme & Todd R. Hawthorne, as recorded in Volume 5697, Page 1310 of the Land Records of Collin County, Texas;

THENCE North 01°07'11" East, continuing along a westerly line of said 139.983-acre tract and along the east line of said Hawthorne tract, passing the northeast corner of said Hawthorne tract and the southeast corner of a tract of land, described in a deed to Michael and Jamie May, as recorded in County Clerk's File No. 94-0027890 of the Land Records of Collin County, Texas, continuing along the easterly line of said May tract, a total distance of 264.57 feet to a 1/2-inch iron rod with a plastic cap, stamped "RPLS 6578" found for corner;

THENCE North 01°48'05" East, continuing along a westerly line of said 139.983-acre tract and the east line of said May tract, a distance of 76.54 feet to a 1/2-inch iron rod with a plastic cap, stamped "RPLS 6578" found for corner;

THENCE North 02°27'54" East, continuing along a westerly line of said 139.983-acre tract and the east line of said May tract, a distance of 99.20 feet to a 1/2-inch iron rod with a plastic cap, stamped "RPLS 6578" found for the northeast corner of said May tract, common to an angle point in the westerly line of said 139.983-acre tract;

THENCE North 89°45'34" East, continuing along the westerly line of said 139.983-acre tract, a distance of 339.45 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 17°53'59" East, continuing along the westerly line of said 139.983-acre tract, a distance of 452.04 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 28°38'55" West, continuing along the westerly line of said 139.983-acre tract, a distance of 272.83 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 20°05'05" East, continuing along the westerly line of said 139.983-acre tract, a distance of 311.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 55°59'25" West, continuing along the westerly line of said 139.983-acre tract, a distance of 162.63 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the easterly line of a called 179.55-acre tract of land, described in a Warranty Deed to Grayson-Collin Recreational Association, Inc., as recorded in Volume 705, Page 90 of the Land Records of Collin County, Texas;

THENCE North 22°16'10" West, continuing along the westerly line of said 139.983-acre tract and along the easterly line of said 179.55-acre tract, a distance of 763.64 feet to a 1.5-inch iron pipe found for corner;

THENCE North 12°31'05" West, continuing along the easterly line of said 179.55-acre tract and the westerly line of said 139.983-acre tract, a distance of 690.45 feet to a 1-inch iron pipe found for corner;

THENCE North 35°44'24" East, continuing along the easterly line of said 179.55-acre tract and the westerly line of said 139.983-acre tract, a distance of 668.86 feet to a 1/2-inch iron rod found for corner;

THENCE North 03°11'58" East, continuing along the easterly line of said 179.55-acre tract and the westerly line of said 139.983-acre tract, a distance of 278.60 feet to a 1/2-inch iron rod found for westerly, southwest corner of a called 7.493-acre tract of land, described in a deed to Grayson-Collin Recreational Association, Inc., as recorded in Volume 738, Page 342 of the Land Records of Collin County, Texas;

THENCE South 60°30'30" East, along a southwesterly line of said 7.493-acre tract and a northerly line of said 139.983-acre tract, a distance of 753.11 feet to a 1-inch iron pipe found for corner;

THENCE South 38°05'22" East, continuing along a southwesterly line of said 7.493-acre tract and a northerly line of said 139.983-acre tract, a distance of 416.71 feet to a 1/2-inch iron rod found for corner;

THENCE South 20°05'14" East, continuing along a southwesterly line of said 7.493-acre tract and a northerly line of said 139.983-acre tract, a distance of 393.31 feet to a 1-inch iron pipe found for southerly, southwest corner of said 7.493-acre tract;

THENCE North 64°28'26" East, along a southerly line of said 7.493-acre tract and a northerly line of said 139.983-acre tract, a distance of 48.15 feet to a 1/2-inch iron rod found for corner;

THENCE North 71°32'49" East, continuing along a southerly line of said 7.493-acre tract and a northerly line of said 139.983-acre tract, a distance of 175.46 feet to a 1/2-inch iron rod with a plastic cap, stamped "RPLS 6578" found for the

southeast corner of said 7.493-acre tract and a southwest corner of aforesaid 179.55-acre tract;

THENCE North 68°39'59" East along a southerly line of said 179.55-acre tract and a northerly line of said 139.983-acre tract, a distance of 279.46 feet to a 1/2-inch iron rod found for corner;

THENCE South 63°54'41" East, departing the southerly line of said 179.55-acre tract and continuing along a northerly line of said 139.983-acre tract, a distance of 114.36 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 139.983 acre tract;

THENCE South 26°05'19" West, along the easterly line of said 139.983-acre tract, a distance of 422.80 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left with a radius of 795.00 feet, a central angle of 74°57'53", and a chord bearing and distance of South 11°23'38" East, 967.55 feet;

THENCE in a southerly direction, continuing along the easterly line of said 139.983-acre tract, with said tangent curve to the left, an arc distance of 1,040.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 42°16'53" West, continuing along the easterly line of said 139.983-acre tract, a distance of 183.16 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left with a radius of 995.00 feet, a central angle of 63°14'10", and a chord bearing and distance of South 10°39'48" West, 1,043.26 feet;

THENCE in a southerly direction, continuing along the easterly line of said 139.983-acre tract, with said tangent curve to the left, an arc distance of 1,098.16 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 20°57'17" East, continuing along the easterly line of said 139.983-acre tract, a distance of 263.09 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the right with a radius of 1,005.00 feet, a central angle of 67°44'16", and a chord bearing and distance of South 12°54'51" West, 1,120.16 feet;

THENCE in a southerly direction, continuing along the easterly line of said 139.983-acre tract, with said tangent curve to the right, an arc distance of 1,188.16 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 46°46'59" West, continuing along the easterly line of said 139.983-acre tract, a distance of 99.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°00'06", and a chord bearing and distance of South 22°46'56" West, 687.41 feet;

THENCE in a southerly direction, continuing along the easterly line of said 139.983-acre tract, with said tangent curve to the left, an arc distance of 707.93 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 01°13'07" East, continuing along the easterly line of said 139.983-acre tract, a distance of 200.49 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 88°46'53" East, continuing along the easterly line of said 139.983-acre tract, a distance of 45.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 01°16'41" East, continuing along the easterly line of said 139.983-acre tract, a distance of 287.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set in aforesaid County Road 370, for the southeast corner of said 139.983 acre tract, same being the northerly line of aforesaid Sheikh M. Alam tract;

THENCE South 88°36'37" West, along the southerly line of said 139.983-acre tract, the north line of said Alam tract and generally along the centerline of said County Road 370, a distance of 105.16 feet to the POINT OF BEGINNING and containing 139.983 acres (6,097,664 square feet) of land, more or less.

VAM EASEMENTS:

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

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT PH LAND HOLDINGS, LLC, SH DEV LIBERTY HILLS ANNA, LLC, & LH RESIDENTIAL DEVELOPMENT, LLC, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as LIBERTY HILLS, an addition to the City of Anna, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. 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, my hand at _____, this the _____ day of _____, 20_____.

PH LAND HOLDINGS, LLC.

By: _____

(Print Name and Title)

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

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

SH DEV LIBERTY HILLS ANNA, LLC.

By: _____

(Print Name and Title)

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

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

LH RESIDENTIAL DEVELOPMENT, LLC.

By: _____

(Print Name and Title)

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this subdivision is true and correct; was prepared from an actual and accurate survey of the land, according to the standards of practice of the Texas Board of Professional Surveyors; and that all previously existing property monuments are sufficiently described on this document as found and all set monuments meets or exceeds the requirements of Section 137.87, The State of Texas, Texas Engineering and Land Surveying Practice Acts and Rules concerning Practice and Licensure.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

PRELIMINARY

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, 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

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

PP 25-0008
PRELIMINARY PLAT
LIBERTY HILLS,
PHASES 1 AND 2
33 RESIDENTIAL LOTS - MD
215 RESIDENTIAL LOTS - SF 6.0
147 RESIDENTIAL LOTS - SF 7.2
59 RESIDENTIAL LOTS - SF 8.4
24 HOA LOTS

139.983 ACRES

OUT OF THE
HENRY SMITH SURVEY,
ABSTRACT NO. 822 &
JONAS WHITAKER SURVEY,
ABSTRACT NO. 981
CITY OF ANNA, COLLIN COUNTY, TEXAS
APRIL 2025

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	APRIL 2025	061315006	9 OF 9

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 731-3814
Contact: Thomas G. Coppin, P.E.

OWNER:
PH Land Holdings, LLC
3200 Southwest Freeway, Suite 2800,
Houston, Texas 77027
Ph: (972) 629-3881
Contact: Kyle Kooda

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Ph: (972) 335-3580
Contact: Michael Marx, RPLS

OWNER:
LH Residential Development, LLC
16455 Dallas Parkway, Suite 1000,
Addison, Texas 75001

OWNER:
SH Dev Liberty Hills Anna, LLC
2400 Dallas Parkway, Suite 460,
Plano, Texas 75093

EXHIBIT A



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

Re: Waiver Request – Liberty Hills Phases 1 & 2 Preliminary Plat

Commission and Council Members:

As the applicant, I have submitted the preliminary plat on behalf of my client, Perry Homes, for consideration by the City of Anna Planning & Zoning Commission and City Council at upcoming hearings. I respectfully request that the Liberty Hills Phases 1 and 2 preliminary plat be approved with a waiver to the following requirement:

- **9.02.081 (p) Minimum length of cul-de-sac streets.** A cul-de-sac street shall be a minimum of 400 feet.

I am requesting that this requirement be modified to allow the use of shorter cul-de-sacs. This waiver is requested for the following reasons:

- A. Due to the unique shape and configuration of our property, the cul-de-sacs allow us to access and utilize the available property for development.
- B. The topographic constraints of the property, as well as limitations placed on our development by the adjacent Hurricane Creek golf course require a land planning solution that places detention basins and open spaces at historical outfall locations and necessitates the need for shorter cul-de-sacs to access and develop the remaining portions of the property.
- C. The proposed cul-de-sac lengths are consistent with the proposed concept plan for the Liberty Hills project.
- D. The proposed cul-de-sac lengths are consistent with cul-de-sacs currently in use in adjacent developments within the City of Anna (Hurricane Creek Subdivision) which are also shorter than 400'.

I appreciate your consideration of this waiver request and approval of the preliminary plat.

Sincerely:
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Thomas G. Coppin".

Thomas G. Coppin, P.E.



Item No. 5.g.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Dalan Walker

AGENDA ITEM:

Approve Resolution authorizing the City Manager to execute a Professional Services Project Order with Project Advocates for a Survey and Plat of Slayter Creek Park (Park Planning & Development Manager Dalan Walker)

SUMMARY:

A proposal for professional services has been received from North Texas Surveying that will create a survey of the entire 85-acres of Slayter Creek Park. The survey will include boundary verification, topography, easements, ROW, utilities, structures, infrastructure and all trees will a caliper 6" or greater. The project is a significant undertaking and will take two months to complete. In addition, a plat will be developed which was never done previously.

Project Advocates is assisting the City with project management of several small to mid-sized projects at Slayter Creek Park under a Master Services Agreement (MSA). The survey will be included in Professional Services Project Order #2 (PSPO) amending the MSA. The PSPO includes Project Advocate's fee for project management services.

FINANCIAL IMPACT:

Funding for the Slayter Creek Park Facility Improvements project was appropriated in the FY2025 Capital Improvement Program budget in the amount of \$2.2 million from the 2021 Bond Program Proposition C - Parks, Trails, Recreation and Sports. The estimated cost of Professional Services Project Order #2 (PSPO) is \$173,442.

BACKGROUND:

Through the years, Slayter Creek Park has been improved in several areas, adding many new amenities. Each time a new amenity was added, only the area proximate to the improvement was surveyed. Combined with an original grading plan that was not ideal, soil movement and erosion have created significant drainage issues at multiple locations within the park. In order to develop a comprehensive solution to worsening drainage problems, and to facilitate future projects at the park, a proposal for a survey of the entire 85-acre park has been received. A plat of the property, which will encompass the three tracts that make up Slayter Creek Park, has been included in the proposal.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution for PSPO#PA2 052725 Project Advocates
2. Proposal - Project Advocates - Slayter Creek Park City of Anna Revised 5-9-25
3. Professional Service Project Order - PA2 - Project Advocates - Slayter Survey
Signed

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING A PROFESSIONAL SERVICE PROJECT ORDER TO AMEND A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH PROJECT ADVOCATES, LLC. TO PROVIDE PROFESSIONAL SERVICES, INCLUDING SURVEYING, PLATTING AND PROJECT MANAGEMENT.

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds Professional Service Project Order #PA2 with Project Advocates, LLC. is instrumental and necessary for the creation of a survey and plat for Slayter Creek Park; and

WHEREAS, the City Council considers the completion of a survey necessary to facilitate drainage improvements and other projects planned in Slayter Creek Park; and

WHEREAS, the City Council considers the completion of projects planned in the current Park CIP to be beneficial to the neighbors of Anna, Texas, meeting several goals and objectives set forth in the Strategic Plan adopted by City Council; and

WHEREAS, the City Council approves the proposed Professional Service Project Order #PA2 with Project Advocates, LLC, thereby amending the Master Agreement for Professional Services.

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves Professional Service Project Order #PA2 with Project Advocates, LLC. and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce Professional Service Project Order #PA2 with Project Advocates, LLC.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 27th day of May 2025.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain



North Texas Surveying

May 9 2025

Michael B. Arthur. R.P.L.S. (President), North Texas Surveying L.L.C.
1010 W. University Dr., McKinney, TX 75069, Direct: (214) 504-0933 - Mobile: (214) 543-4373

Jim Teters
Project Advocates
OMAHA | KANSAS CITY | DALLAS
Cell: 214-282-9080

RE: Topographic Design survey on Slater Creek Park located at 425 W Rosamond Pkwy
Anna, TX 75409

Jim:
Thank you for the opportunity to submit this proposal for professional surveying services!

Scope:

Topographic Design Survey

- Establish horizontal and vertical control points.
- Locate boundary of subject property utilizing existing deeds of record.
- Set control points, based on city control if it exists. If not, datum will be on state plane..
- Perform a field survey to identify and locate existing visible topographic elements within depicted scope including, but not limited to the following:
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Visible utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and marked franchise utilities.
 - Traffic signal poles, cabinets, and other signal equipment
 - Buildings and permanent structures with FF elevations.
 - Fence limits and material types
- Prepare a final topographic drawing in digital format including 1' contours and break lines.

Platting

- NTS will prepare a Final Plat/Replat on the 85 acre subject property which consist of three parcels. well as the city – NTS will prepare said plat adhering the City of Anna requirements (check list).
 - After the plat has been approved, NTS will then make another trip to the site and set all monuments required by the city for property corners.
 - NTS will address all city comments in a timely manner in order to not hold up the development process.
 - NTS will provide all necessary copies as required by the city for plat submission.
- The quoted amount does not cover city fees, submittals, meetings, acquiring signatures, or obtaining tax certificates.
- Assumptions:
- Permission to enter property will be granted prior to the survey being conducted.

Fees are based on:

One three-man field crew @ \$1750 per day + drafting (additional crews will be added to expedite when available)

Drafting - \$950 per day

Fee Schedule -

Boundary Verification – 2 days + Drafting & Analyzation - **\$4,800**

Topographic Design Survey of 42 acres+/- 23.5 field days/4 drafting days **\$44,925**

14 Acres west of creek – 5 field days/1 drafting days - **\$9,700**

Locate trees 6” and larger – 7 field days/2 drafting days - **\$14,150**

(City project - no tax is included)

Additional 25 Acres south section. (Extremely dense trees and creek)

Boundary Verification – 2 days + Drafting & Analyzation - **\$2,000**

Topographic Design Survey of 25 acres+/- 23.0 field days/4 drafting days **\$44,100**

Locate trees 6” and larger – 11 Acres of dense trees plus creek -12 field days/4 drafting days – **\$23,500**

Platting of 85 Acre subject tracts - **\$14,500**

(City project - no tax is included)

Payment will be due upon completion of each task prior to delivery.

When you are ready to proceed, please sign below and return to our office via fax (214-504-0938) or scan and email. Our crew will be scheduled upon receipt of the completed contract. Thank you again for the opportunity to provide these services!

PLEASE REFER TO SCOPE AREA EXHIBIT ON PAGES 3 AND 4

Sincerely,

Michael B. Arthur, R.P.L.S. President

North Texas Surveying L.L.C.

AGREED to on this _____ day of _____, 2025.

Signature: _____

Printed Name: _____

Title: _____





EXHIBIT 2

Professional Service Project Order #PA2

Pursuant to and subject to the referenced Master Professional Services Agreement (Master PSA), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this Professional Services Project Order (PSPO).

MPSA# 2025-2030	MASTER PSA CATEGORY: Program, Project Management, Owner Representation ANNA PROJECT CODE:
---------------------------	---

FIRM NAME	Project Advocates, LLC
Project Name:	Slayter Creek Park Survey and Plat
# Of Consecutive Business Days to Complete Project:	90
Original Project Fee:	\$173,442 (includes 10% fee for project management services)

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's Purchase Order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ☐ No ☒

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Attn: Joanna Golleher City of Anna 120 W 7 th St Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The PSPO DOCUMENTS as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

- A. Master Professional Services Agreement 2025-2030 effective December 17, 2024; and
- B. Proposal from North Texas Surveying dated May 9, 2025, attached as Exhibit A; and
- C. This Professional Services Project Order (PSPO) # PA2.

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, the Proposal, this PSPO or each other, the provisions of the Master PSA, then the provisions of the Slayter Creek Park Survey and Plat Proposal, then the provisions of this PSPO shall prevail in that order.

Scope of Services: Survey and Plat of Slayter Creek Park and project management services for same.

Schedule of Work and Completion Deadline(s): Work will take approximately 3 months.

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS

PROJECT ADVOCATES, LLC



Signature

Signature

Ryan Henderson, City Manager
Printed Name & Title

Phil Miller, Principal
Printed Name & Title

Date

5.21.2025
Date



Item No. 5.h.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute purchase orders in the amount not to exceed \$567,000 with Garney Companies, Incorporated for the pre-construction and procurement services required for the 4 million gallon per day phase at the Hurricane Creek Wastewater Treatment Plant. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is for the approval of a proposal from Garney Companies, Incorporated, for pre-construction and procurement services for the 4-million gallon per day phase of the Hurricane Creek Regional Wastewater Treatment Plant.

FINANCIAL IMPACT:

Funding for the Hurricane Creek Regional Wastewater Treatment project began in 2022 with the issuance of \$65 million in Certificates of Obligation, which funded the 2 million gallons per day phase. Notice of Intention to issue an additional \$55 million in Certificates of Obligation to complete the 4 million gallons per day phase was approved at the May 13, 2025 City Council meeting. The estimated cost of this item is \$567,000.

BACKGROUND:

The City of Anna publicly advertised a request for proposal process for the selection of a Construction Manager At-Risk for the Hurricane Creek Regional Wastewater Treatment Plant. Proposals were opened on June 29, 2023. The City Council awarded the project to Garney Companies, Incorporated, by approving Resolution 2023-07-1495 on July 25, 2023.

The original request for proposal process identified a need for up to a 4-million gallon per day treatment facility, with future expansions up to a maximum of 16 million gallons per day. Garney has completed the construction of the temporary treatment plant, and is currently constructing the 2 million gallons per day phase. Due to the continued growth and development in and around the City of Anna, it has become clear that the City needs to prepare to expand the plant to 4 million gallons per day soon after completion of the 2 million gallons per day phase.

Garney has performed extremely well on the project thus far, and is meeting project deadlines. As such, it is in the best interest of the City to have Garney continue to work with the City to design and construct the plant up to the full 4 million gallons per day size originally contemplated in the request for proposal process. Approval of this item will

allow Garney to work with the City and the design team on scoping, equipment selection, value engineering, and cost planning for the growth of the plant to 4 million gallons per day.

Staff recommends approval of this item.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution -Garney Proposal 4MGD

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED FIVE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS (\$567,000.00) TO GARNEY COMPANIES, INCORPORATED FOR THE PRECONSTRUCTION AND PROCUREMENT SERVICES REQUIRED FOR THE 4-MILLION GALLON PER DAY PHASE AT THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hurricane Creek Regional Wastewater Treatment project is identified as a Community Investment Program construction project in the City of Anna; and,

WHEREAS, the City completed a publicly advertised request for proposal process for Construction Manager At Risk Services for the Hurricane Creek Regional Wastewater Treatment Plant project, and opened the proposals on June 29, 2023; and,

WHEREAS, Council awarded the contract to Garney Companies, Incorporated to represent the City of Anna as the Construction Manager At Risk for the project in Resolution 2023-07-1495 on July 25, 2023; and,

WHEREAS, funding for the project, including the above packages, is included in the adopted Fiscal Year 2024-25 Budget, as shown in the City of Anna Capital Improvement Plan; and,

WHEREAS, Garney Companies, Incorporated will perform pre-construction and procurement services required to complete the full 4-million gallon per day phase, as advertised in the original request for proposal advertisement.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute a purchase order in the amount not to exceed \$567,000 to Garney Companies, Incorporated for the pre-construction and procurement services identified in Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of May 2025.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A



1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Steven Smith
Director of Public Works
The City of Anna
120 W Seventh St.
Anna, Texas 75409

5/5/2025

RE: HCRWRF 4 MGD Expansion — Pre-Construction and Procurement Services Proposal

Mr. Smith,

Garney Companies, Inc ("Garney") is excited to begin the next phase of the HCRWRF project and is pleased to provide the following proposal to add the Pre-Construction and Procurement Services for the HCRWRF 4 MGD Expansion to Garney's existing CMAR Contract.

Pre-Construction Services Fee in the amount of \$415,000.00. This includes all costs and expenses in accordance with the Contract Documents as described in section 01 01 01 "Construction Manager at Risk Services" sub-section 2.0 Pre-Construction Services.

Procurements Services Fee in the amount of \$152,000.00. This includes all costs and expenses in accordance with the Contract Documents as described in section 01 01 01 "Construction Manager at Risk Services" sub-section 3.0 Procurement Services.

Pre-Construction services shall include coordination with Kimley-Horn and The City of Anna, procurement planning and initial rough order of magnitude estimate, consultation during design development. Constructability reviews, schedule development, and full cost estimates will be done at 60% and 90% design levels.

In the event the construction of the "HCRWRF 4 MGD Expansion" can be added to Garney's contract via an Amendment through the change order process in lieu of being solicited via a public advertisement, the above Procurement Services Fee can be waived.

Garney is excited about the continued opportunity to work with The City of Anna for all your needs for the development of the HCRWRF 4 MGD Expansion. The proposal price is valid for 30 calendar days.

Sincerely,

GARNEY COMPANIES, INC.

A handwritten signature in blue ink, appearing to read "Jeremy Miller".

Jeremy Miller
Project Manager

Cc: Patrick Vidonish - Garney
Mark Miner - Garney
Kyle Kubista - Kimley-Horn
Riley Dunn - Kimley-Horn
Greg Peters - City of Anna



Item No. 5.i.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a project specific agreement with Kimley-Horn Incorporated for the design and construction phase services required for the 4 million gallon per day phase at the Hurricane Creek Wastewater Treatment Plant. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is for a project specific agreement with Kimley-Horn, Incorporated, for design and construction phase services on the expansion of the Hurricane Creek Regional Wastewater Treatment Plant project to achieve the future 4 million gallons per day capacity.

FINANCIAL IMPACT:

Funding for the Hurricane Creek Regional Wastewater Treatment project began in 2022 with the issuance of \$65 million in Certificates of Obligation, which funded the 2 million gallons per day phase. Notice of Intention to issue an additional \$55 million in Certificates of Obligation to complete the 4 million gallons per day phase was approved at the May 13, 2025 City Council meeting. The estimated cost of the tasks identified for fiscal year 2024-2025 is approximately \$1 million. An additional \$6.425 million in future tasks will be incorporated into future fiscal year budgets for City Council consideration over the next three to five years, and future funding for this agreement may include Wastewater Impact Fees.

BACKGROUND:

Kimley-Horn was selected as the engineer for the design of the Hurricane Creek Regional Wastewater Treatment Plant project, and has been working with the City of Anna and Garney Companies throughout the design and construction of the temporary package plant and the 2 million gallon per day phase currently under construction. Kimley-Horn has performed at a high level on the project, and has worked with the City to ensure the project is meeting deadlines and cost-control measures are in place to ensure the City is receiving the best value for the project.

This item includes specific engineering and construction phase tasks for the expansion of the plant to 4 million gallons per day, which will take place over the next 3 to 5 years. Funding for the scope of work in fiscal year 2025 is available through the current CIP budget for the project. Funding for the work performed in future years will be identified and incorporated into future fiscal year budgets as a part of the City's annual Capital Improvement Plan update process.

Staff recommends approval.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution and Proposal-Kimley Horn 4MGD

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH KIMLEY-HORN, INCORPORATED FOR THE ENGINEERING AND CONSTRUCTION PHASE SERVICES REQUIRED FOR THE 4-MILLION GALLON PER DAY PHASE AT THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hurricane Creek Regional Wastewater Treatment project is identified as a Community Investment Program construction project in the City of Anna; and,

WHEREAS, the City selected Kimley-Horn, Incorporated as the design engineer for the Hurricane Creek Regional Wastewater Treatment Plant project; and,

WHEREAS, the City is seeking to move forward with the next phase of design to expand the treatment plant's capacity to 4 million gallons per day; and,

WHEREAS, the proposed project specific agreement includes a scope of services which will take place over the next three to five years; and,

WHEREAS, funding for the proposed project specific agreement, is included in the adopted Fiscal Year 2024-25 Budget, and shall be included in future fiscal year budgets in accordance with the City of Anna Capital Improvement Plan, to fund the completion of the project to achieve the 4 million gallons per day intended capacity; and,

WHEREAS, Kimley-Horn, Incorporated will perform engineering and construction phase services required to complete the full 4-million gallon per day phase.

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

Section 1. Recitals Incorporated

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

Section 2. **Authorization of Payment and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute a project specific agreement to Kimley-Horn, Incorporated for the engineering and construction phase services identified in Exhibit A.

That funding for the tasks identified in the project specific agreement shall come from Utility Bond Funds, the Utility Infrastructure Investment Fund, and Wastewater Impact Fees.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of May 2025.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain

Exhibit A

INDIVIDUAL PROJECT ORDER NUMBER 064512928

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Anna, Texas (the Client or City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated July 27th, 2021, which is incorporated herein by reference.

Identification of Project:

Project Name: Hurricane Creek Regional Water Reclamation Facility 4 MGD Expansion
Project Number: 064512928

Project Understanding

Kimley-Horn originally completed preliminary design on 4 million gallons per day (MGD) facility in May 2023. During design the City requested a modification to the project to break the project into phases of 0.5 MGD temporary treatment, a 2.0 MGD expansion and an expansion to 4.0 MGD. Kimley-Horn completed design on the 2 MGD facility. The City of Anna has requested Kimley-Horn to design an expansion to the Hurricane Creek Regional Water Reclamation Facility from 2.0 MGD to 4.0 MGD (excluding the 0.5 MGD temporary treatment plant). Kimley-Horn will utilize the original design to develop an expansion of this facility using the pre-selected equipment previously selected by the City of Anna staff. The expansion design will include:

- 2 MGD MBR basin,
- Lift Station equipment upgrades
- Administration building
- UV equipment upgrades
- Aerobic digesters
- Site improvements

Kimley-Horn will assist the City of Anna in obtaining a minor amendment to their current discharge permits. Kimley-Horn will work alongside the CM@R, Garney Construction, for the identified design meetings and construction progress meetings.

Specific scope of basic Services:

Task 1 – Preliminary Design

The Consultant will perform the following professional services:

- 1. Rough Order of Magnitude (ROM) Cost Estimate**
 - a. The Consultant will coordinate with the CM@R to answer questions in support of the CM@R developing the rough order of magnitude cost for the 4 MGD MBR Expansion.
 - b. Provide review of CM@R's deliverable.
 - c. Coordinate with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
 - d. Develop preliminary design layouts based on value engineering items provided by the CM@R.
 - e. Meetings:
 - i. Prepare for one and attend (1) ROM cost estimate meeting organized by the CM@R.
 - f. Deliverables:
 - i. None
 - g. Services/Deliverables provided by the City:

- i. Participate in ROM cost estimating meeting
- 2. 60% Design**
 - a. Design Survey
 - i. Perform a horizontal and vertical survey of the current WWTP site to locate visible topographic features. A boundary survey will not be performed as part of this task.
 - b. The Consultant will incorporate the original 4 MGD MBR design and perform preliminary civil, mechanical, structural, and electrical design for the following:
 - i. Yard piping
 - ii. Paving
 - iii. Site grading
 - iv. MBR treatment basin
 - v. Influent lift station
 - vi. Evaluate connecting temporary treatment plant to permanent lift station
 - vii. Aerobic digesters
 - viii. Solids pumping systems
 - ix. UV disinfection
 - x. Hydraulic analysis
 - xi. Preliminary instrumentation incorporating previous 2.0 MGD facility
 - b. The Consultant will collaborate with the CM@R to answer questions about the preliminary design.
 - c. Meetings:
 - i. Prepare for and conduct up to three (3) design review meetings
 - d. Deliverables
 - i. None
 - e. Services/Deliverables provided by the City
 - i. Participate in preliminary design meeting
- 3. 60% Plans and Technical Specifications**
 - a. Prepare engineering plan sheets and technical specifications for the 60% design. It is assumed that there will be no more than 1 submittal package for the 60% design phase.
 - b. The 60% engineering plan sheet and technical specifications will include:
 - i. Civil Sheets
 - 1. General notes
 - 2. Overall site plan
 - 3. Yard piping plan and profile
 - 4. Paving plan
 - 5. Grading plan
 - 6. Process flow diagrams
 - 7. Hydraulic profile
 - 8. Demolition plan
 - 9. Details
 - ii. Mechanical Sheets
 - 1. General notes
 - 2. Lift station equipment layouts and sections
 - 3. Membrane treatment basin equipment layouts and sections
 - 4. Aerobic digester equipment layouts and sections
 - 5. UV disinfection equipment layouts and sections
 - iii. Structural Sheets
 - 1. General notes
 - 2. Site plans

- 3. Foundation plans
 - 4. Excavation plan
 - 5. Sections
- iv. Electrical Sheets
 - 1. Site plan
 - 2. Electrical plan
 - 3. Grounding plan
 - 4. One-line diagrams
 - 5. Conduit and wiring plan
 - 6. Lighting plan
 - 7. SCADA/instrumentation layout
 - 8. Site security plan
- v. Instrumentation
 - 1. Piping and instrumentation diagrams
- c. Submit the plans and specifications to the City and the CM@R for review.
- d. Provide review of the CM@R's deliverable.
- e. Coordinate with the CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
- f. Meetings:
 - i. Prepare for and conduct up to two (2) 60% plans and technical specifications review workshops.
- g. Deliverables
 - i. Five (5) copies of 60% 11"x17" plans and specifications and .pdf electronic copies.
- h. Services/Deliverables provided by the City:
 - i. Participate in progress meetings
 - ii. Review and comment on the 60% plans and specifications
 - iii. Participate in the 60% design review workshop

4. Collin County and City Permitting

- a. Floodplain Study Update
 - i. The Consultant will update the previously approved Floodplain Study to reflect the final site plan and proposed grading for the 4 MGD expansion at the City of Anna HCRWRF.
 - ii. The Consultant will prepare a Floodplain Study for submittal to the County for review and approval. The submittal is anticipated to include the following:
 - 1. Narrative;
 - 2. Flood Study Admin Review Checklist;
 - 3. FEMA FIRM;
 - 4. FEMA Effective LOMRs;
 - 5. Floodplain Workmaps;
 - 6. HEC-RAS Output; and
 - 7. Digital Files.
 - iii. The Consultant will address one round of County comments under this task. No FEMA submittals are included with this task. The Consultant assumes any project-related fees will be paid directly by the Client.
- b. City of Anna Preliminary and Final Plat Submittal
 - i. The Consultant will prepare and submit a Preliminary Plat, Checklist, and Application to the City of Anna for review.

- ii. The Consultant will prepare and submit a Final Plat, Checklist, and Application to the City of Anna for review.
- c. Meetings
 - i. The Consultant will attend one meeting with review staff and, if required, one public hearing at which the item is considered for approval.
- d. Deliverables
 - i. Five (5) copies of Preliminary and Final plat and a .pdf copy.
- e. Services/Deliverables provided by the City:
 - i. Participate in review meetings

Task 2 – Final Design

The Consultant will perform the following professional services:

1. Final Design

- a. Upon the City approval of the 60% design and value engineering, the Consultant will incorporate value engineering items and perform final civil, mechanical, structural, and electrical design for the following:
 - i. Yard piping
 - ii. Paving
 - iii. Site grading
 - iv. MBR treatment basin
 - v. Influent lift station
 - vi. Evaluate connecting temporary treatment plant to permanent lift station
 - vii. Aerobic Digesters
 - viii. UV disinfection
 - ix. Hydraulic analysis
 - x. Equipment tagging
 - xi. Final instrumentation incorporating previous 2.0 MGD facility
- b. The Consultant will collaborate with the CM@R to answer questions about the final design.
- c. Meetings:
 - i. Prepare for and conduct up to two (2) final design meetings.
- d. Deliverables:
 - i. None
- e. Services/Deliverables provided by the City:
 - i. Participate in final design meetings

2. Final Engineering Report

- a. The Consultant shall prepare a Final Engineering Report. The Consultant shall perform the following tasks:
 - i. Finalize the size of each treatment unit. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
 - ii. Develop a process flow diagram for the water reclamation facility.
 - iii. Develop hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.
 - iv. Develop a biological model to determine the operating parameters of the biological treatment units.
 - v. Prepare a solids balance with the biological model
 - vi. Prepare the Preliminary Engineering Report Document including:
 - 1. Types of units proposed and their capacities
 - 2. Detention times, surface loadings and weir loadings for each unit

3. Plot of the hydraulic gradient at peak flow conditions
 4. The recommended operation mode
 5. Organic and volumetric loadings pertinent to each treatment unit
 6. Preliminary site plan
 7. Site access and security
 8. Flood protection
 9. Emergency power
- b. Meetings:
 - i. Prepare for and conduct one (1) Final Engineering Report review meeting
 - c. Deliverables:
 - i. Five (5) copies of the Final Engineering Report and .pdf electronic copy
 - d. Services/Deliverables provided by the City:
 - i. Participate in the Final Engineering Report review meeting

3. Final Plans and Specifications

- a. Once the 60% design has been approved by the Client, The Consultant will prepare 90% engineering plan sheets and specifications in accordance with the final engineering report. The plans will include:
 - i. Civil sheets:
 1. General notes
 2. Overall site plan
 3. Yard piping plan and profiles
 4. Paving plan
 5. Grading plan
 6. Process flow diagrams
 7. Hydraulic profile
 8. Demolition plan
 9. Details
 - ii. Mechanical sheets:
 1. General notes
 2. Lift station equipment layouts and sections
 3. Membrane treatment equipment layouts and sections
 4. Aerobic digester equipment layouts and sections
 5. UV disinfection equipment layouts and sections
 - iii. Structural sheets:
 1. General notes
 2. Site plans
 3. Foundation plans
 4. Sections
 - iv. Electrical sheets:
 1. Site electrical plan
 2. Grounding plans
 3. One-line diagrams
 4. Conduit and wiring plan
 5. Lighting plans
 6. SCADA/instrumentation layout
 7. Site security plan
 - v. Instrumentation
 1. Piping and instrumentation diagrams
- b. Address 90% comments and prepare final design plans and specifications.
- c. Coordinate with the CM@R on constructability and GMP bid packaging.

- d. Submit the following to TCEQ:
 - i. Summary Transmittal Letter
 - 1. Contact information
 - 2. Project identification information
 - 3. Overall site plan
 - 4. Description of variance (if any)
 - ii. Final Engineering Report
 - iii. Final Plans and Specifications
 - iv. Respond to comments or technical questions received from TCEQ Applications and Review Team.
 - v. Submit plans and specifications to TDLR and respond to comments.
- e. Meetings:
 - i. Prepare for and conduct up to three (3) meetings for 90% design progress review
 - ii. Prepare for and conduct a 90% plan and specification review workshop
 - iii. Attend two (2) meetings with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
- f. Deliverables:
 - i. Five (5) copies of 90% 11"x17" plans and specifications and .pdf electronic copies.
 - ii. Five (5) copies of 100% 11"x17" plans and specifications and .pdf electronic copies.
- g. Services/Deliverables provided by the Client:
 - i. Participate in progress meetings
 - ii. Review and comment on the 90% plans and specifications
 - iii. Participate in the 90% design review workshop

Task 3 – Administrative Building Design

The Consultant will perform the following professional services:

1. Preliminary Design

- a. The Consultant will use the previous preliminary design to prepare engineering plan sheets and technical specifications for the Administrative, lab, and SCADA building. It is assumed there will be no more than one (1) submittal packages for the 60% design phase. The Consultant will collaborate with the CM@R on project phasing to determine a submittal plan that adheres to the overall project schedule.
- b. Meetings:
 - i. Prepare for and conduct up to three (3) preliminary design review meetings.
 - ii. Attend two (2) meetings with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
- c. Deliverables
 - i. none
- d. Services/Deliverables provided by the Client
 - i. Participate in progress meetings
 - ii. Participate in preliminary design review meeting

2. 60% Plans and Specifications

- a. The consultant will prepare 60% engineering plan sheets and specifications. The plans will include:
 - i. Civil Sheets
 - 1. General notes
 - 2. Overall site plan
 - 3. Yard piping plan

- 4. Parking and paving plan
- ii. Landscape Sheets
 - 1. Planting plan
 - 2. Irrigation plan
- iii. Structural
 - 1. General Notes
 - 2. Site Plans
 - 3. Foundation Plans
- iv. Electrical Sheets
 - 1. Site Plan
 - 2. One-Line Diagram
 - 3. SCADA/Instrumentation layout
 - 4. Site Lighting and Security Plan
- v. Architectural Sheets
 - 1. General notes
 - 2. Site plans
 - 3. Floor plans
 - 4. Roof plans
 - 5. HVAC plan
 - 6. Irrigation plan
- vi. Plumbing Sheets
 - 1. Onsite water service plan
 - 2. Onsite sewer service plan
- vii. Meetings:
 - 1. Prepare for and conduct up to two (2) 60% Plan review workshops
 - 2. Attend two (2) meetings with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
- viii. Deliverables:
 - 1. Five (5) copies of 60% 11"x17" plans and specifications and .pdf electronic copies.
- ix. Services/Deliverables provided by the Client:
 - 1. Participate in progress meetings
 - 2. Review and comment on the 60% plans and specifications
 - 3. Provide access to site for TDLR accessibility review

3. Final Plans and Specifications

- a. Once the 60% design has been approved by the Client, The Consultant will prepare 90% engineering plan sheets and specifications. The plans will include:
 - i. Civil Sheets
 - 1. General notes
 - 2. Overall site plan
 - 3. Yard piping plan
 - 4. Parking and paving plan
 - ii. Landscape Sheets
 - 1. Planting plan
 - 2. Hardscape Plan
 - 3. Irrigation plan
 - iii. Structural
 - 1. General Notes
 - 2. Site Plans
 - 3. Foundation Plans
 - iv. Electrical Sheets

1. Site Plan
2. One-Line Diagram
3. SCADA/Instrumentation layout
- v. Architectural Sheets
 1. General notes
 2. Site plans
 3. Floor plans
 4. Roof plans
 5. HVAC plan
 6. Irrigation plan
- vi. Plumbing Sheets
 1. Onsite water service plan
 2. Onsite sewer service plan
- vii. Provide Review of the CM@R's Conceptual Deliverable.
- viii. Meetings:
 1. Prepare for and conduct up to two (2) final design plan review workshops.
- ix. Deliverables:
 1. Five (5) copies of 90% 11"x17" plans and specifications and .pdf electronic copies.
- x. Services/Deliverables provided by the Client:
 1. Participate in progress meetings
 2. Review and comment on the 90% plans and specifications
 3. Provide access to site for TDLR accessibility review

Task 4 – Minor Permit Amendment

The Consultant will perform the following professional services:

1. The Consultant will prepare a minor amendment application to TCEQ for the existing wastewater discharge permit (WWDP). The Consultant shall prepare the following tasks in support of a Minor Amendment:
 - a. Prepare a WWDP Minor Amendment Application for the Project. For the purposes of this scope, it is assumed that the following application components will be required:
 - i. Domestic Administrative Report (TCEQ Form 10053);
 - ii. Domestic Technical Report (TCEQ Form 10054);
 - iii. Core Data Form (TCEQ 10400).
 - b. Prepare supporting documents required for the WWDP Minor Amendment Application, including the following:
 - i. USGS Discharge Route Exhibit;
 - ii. Treatment Process Flow Diagram;
 - iii. Treatment Unit Dimensions Summary;
 - iv. Design flow calculations;
 - v. Treatment unit capacity calculations.
 - c. The Consultant does not represent that the permit will be approved and issued by the TCEQ, the consultants fees are not contingent on any approval or issuance of the permit.

Task 5 – Letter of Map Revision

The Consultant will perform the following professional services:

1. The Consultant will prepare a Letter of Map Revision (LOMR) application for the subject reach of the East Fork Trinity River. Once construction is complete within the floodplain area, field survey of the as-built construction will be required. The field survey will be performed under Task 5. The Consultant will review the as-built survey of the floodplain modifications to confirm the floodplain grading was constructed in accordance with the plan presented in the Floodplain Study. The Consultant will prepare a LOMR request for submittal to the County and FEMA for review and approval. The submittal is anticipated to include the following:
 - a. Narrative;
 - b. FEMA FIRM;
 - c. Annotated FEMA FIRM;
 - d. Floodplain Workmaps;
 - e. As-Built Topographic Workmap;
 - f. HEC-RAS Output;
 - g. FEMA MT-2 Forms;
 - h. Draft Newspaper Notification; and
 - i. Digital Files.
2. The Consultant will address one round of County comments and two rounds of FEMA comments under this task. The online FEMA LOMR fee is currently \$8,000. This fee, newspaper notification fee, and all other potential review, submittal, or project related fees will be paid directly by the Client. This task is for one LOMR. If the phasing of construction requires multiple LOMRs for the different tracts, an amendment to this Agreement will be required.

Task 6 – Bidding

The Consultant will perform the following professional services for this project phase:

1. Coordinate with CM@R to develop up to five (5) bid packages for CM@R to bid the project.
2. Consultant will provide updated bid packages to CM@R.
3. Provide plans and specifications in .PDF format to CM@R.
4. Answer contractor questions during bidding of each bid package.
5. Issue addenda as required.
6. Prepare for and attend a Pre-bid conference.
7. Attend bid opening, review bid submittals, and score each bid package submittal.

Task 7 – Construction Phase Services

The construction phase services are anticipated to extend the current construction phase services contract by 24 months according to the construction schedule provided by the CM@R.

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Prepare for and conduct up to fifty-two (52) construction progress meetings with the City and CM@R on site. Meetings will also be considered site visits.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of CM@R's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgement.
 - c. Based on information obtained during site visits, Consultant will determine if CM@R's work is generally proceeding in accordance with the Contract

Documents, and Consultant will keep City informed of the general progress of the work.

3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that CM@R's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, Consultant believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject CM@R's work without a recommendation from the Consultant.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of CM@R's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the CM@R.
6. Shop Drawings and Samples
 - a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CM@R is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to three hundred thirty (330) shop drawings.
7. Substitutes and "or-equal"
 - a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CM@R in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - b. Provide recommendations to City
8. Inspections and Tests
 - a. Review certificates of inspections and tests within Consultant's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and CM@R
 - a. As necessary, Consultant will, with reasonable promptness, render initial written decision on all claims of City and CM@R relating to the acceptability of CM@R's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the CM@R's work. In rendering such decisions, Consultant will be fair and not show partiality to City or CM@R and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the Consultant shall be required as a condition precedent to mediation

or litigation of any claim arising prior to the date final payment is due to the CM@R, unless thirty (30) days have passed after a claim has been referred to the Consultant with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with CM@R and City to determine if the completed work of CM@R is generally in accordance with the Contract Documents. The Consultant will prepare for and participate in up to five (5) final walkthrough's with the CM@R.
 - i. Limitation of Responsibilities: The Consultant will not be responsible for the acts or omissions of any CM@R, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. Consultant will not have the authority or responsibility to stop the work of any CM@R.
- b. Compile punch list from information gathered during final walkthrough with City and CM@R.

11. System Start-Up and Equipment Training

- a. The Consultant will prepare for and participate in up to twenty-five (25) site visits during equipment and system start-up.
- b. The Consultant will keep City informed of general progress and quality of trainings when necessary.

12. Resident Project Representative. Consultant's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist Consultant in observing progress and quality of the work.

- a. The duties and responsibilities of the RPR are limited to those of Consultant in the Agreement with the CITY and in the Contract Documents, and are further limited and described as follows:
 - i. General
 - a) RPR is the Consultant's agent at the Site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding RPR's actions
 - b) RPR's dealings in matters pertaining to a CM@R's work in progress shall in general be with the Consultant and CM@R, keeping CITY advised as necessary
 - c) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CM@R
 - d) RPR shall generally communicate with CITY with the knowledge of and under the direction of the Consultant
 - ii. Schedules
 - a) Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by CM@R and consult with Consultant concerning acceptability
 - iii. Conferences and Meetings
 - a) Attend meetings with CM@R, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof
 - iv. Liaison
 - a) Serve as Consultant's liaison with CM@R, working principally through CM@R's superintendent, and assist in providing information regarding the intent of the Contract Documents
 - b) Assist Consultant in serving as CITY 's liaison with CM@R when CM@R's operations affect CITY 's on-site operations
 - c) Assist in obtaining from CITY additional details or information, when required for proper execution of the Work

- v. Interpretation of Contract Documents
 - a) Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to CM@R clarifications and interpretations as issued by Consultant
- vi. Shop Drawings and Submittals
 - a) Maintain Shop Drawing and Submittal Record log
 - b) Advise Consultant and CM@R of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by Consultant
- vii. Modifications.
 - a) Consider and evaluate CM@R's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to CM@R in writing decisions as issued by Consultant
- viii. Review of Work and Rejection of Defective Work
 - a) Conduct on-Site observations of CM@R's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents
 - b) Report to Consultant whenever RPR believes that any part of CM@R's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
- ix. Inspections, Tests, and System Start-ups
 - a) Consult with Consultant in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY 's personnel, and that CM@R maintains adequate records thereof
 - c) Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Consultant
- x. Records
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to CM@R, and other Specific Project-related documents

- b) Prepare a daily report or keep a diary or logbook, recording CM@R's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant
 - c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all CM@Rs, subcontractors, and major suppliers of materials and equipment
 - d) Maintain records for use in preparing project documentation
 - e) Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Consultant
- xi. Reports
 - a) Furnish to Consultant periodic reports, as required, of progress of the Work and of CM@R's compliance with the progress schedule and schedule of Shop Drawing and submittals
 - b) Draft and recommend to Consultant proposed Change Orders and Field Orders. Obtain backup material from CM@R
 - c) Furnish to Consultant and CITY copies of all inspection, test, and system startup reports
 - d) Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern
- xii. Payment Request
 - a) Review Applications for Payment with CM@R for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work
 - b) Certificates, Operation and Maintenance Manuals
 - c) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by CM@R are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to CITY prior to payment for that part of the Work
- xiii. Completion
 - a) Participate in a final inspection in the company of Consultant, CITY, and CM@R and prepare a final list of items to be completed and deficiencies to be remedied
 - b) Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work
- xiv. Resident Project Representative shall not:
 - a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
 - b) Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents
 - c) Undertake any of the responsibilities of a CM@R, subcontractors, suppliers, or a CM@R's superintendent

- d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the CM@R's work unless such advice or directions are specifically required by the Contract Documents
- e) Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of CITY or CM@R
- f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant
- g) Accept Shop Drawings or submittals from anyone other than CM@R
- h) Authorize CITY to occupy a Specific Project in whole or in part
- i) Through such observations of CM@R's work in progress and field checks of materials and equipment by the RPR, Consultant shall endeavor to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, Consultant shall not, during such visits or as a result of such observations of CM@R's work in progress, supervise, direct, or have control over CM@R's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by CM@R, for safety precautions and programs incident to CM@R's work, nor for any failure of CM@R to comply with laws and regulations applicable to CM@R's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any CM@R nor assumes responsibility for any CM@R's failure to furnish and perform its work in accordance with the Contract Documents.

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

- Environmental assessment of the property
- Coordination with additional stakeholders during the design or construction phases of the project
- Offsite Roadway Improvements
- Start-up assistance beyond the services identified in the scope
- Redesign to reflect project scope changes requested by the Client, required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Design of any offsite collection system improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.

- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The CONSULTANT will assist the Client on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Performance of miscellaneous and supplemental services related to the project as requested by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases SWPPP inspections / coordination
- Any services not listed in the Scope of Services

Terms of compensation:

Hurricane Creek Regional Water Reclamation Facility

Task 1 – Preliminary Design	\$ 2,300,000	(Lump Sum)
Task 2 – Final Design	\$ 2,200,000	(Lump Sum)
Task 3 – Administration Building	\$ 450,000	(Lump Sum)
Task 4 – Minor Permit Amendment	\$ 20,000	(Lump Sum)
Task 5 – LOMR	\$ 55,000	(Lump Sum)
Task 6 – Construction Phase Services	\$ 1,800,000	(Reimbursable)
Resident Project Representation	\$ 600,000	(Reimbursable)
Subtotal	\$ 7,425,000	(Estimated)

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly tasks will be performed on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF ANNA

KIMLEY-HORN AND ASSOCIATES, INC.

BY:


BY: Kyle Kubista, P.E.

TITLE:

TITLE: Vice President

DATE:

DATE: 5/16/2025



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding a request for a Specific Use Permit for a Commercial Radio, TV, or Microwave Operations (Telecommunications) Tower on Urban Crossing, Block A, Lot 19R (HOA Common Area Lot) (SUP 25-0003)(Planning Manager Lauren Mecke)

SUMMARY:

This Item requires a Public Hearing.

Public Hearing Note: At the time and place of the public hearing, all persons who desire will have an opportunity to be heard in opposition to or in favor of the ordinance, application, or other proposed items.

The Applicant's Representative is requesting approval of a Specific Use Permit (SUP) for a 120'-height monopole Telecommunications Tower.

At the May 5, 2025 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend approval to the City Council.

Staff have not received any responses in regard to the SUP request. At the May 5, 2025, Planning & Zoning Commission Meeting, two people chose not to speak but submitted opinion forms in favor of the request, five people spoke in favor of the request, and two people spoke in opposition of the request.

STAFF RECOMMENDATION:

STORY

2007 - Property annexed

2008 - Original subdivision plat recorded

2013 - Entire subdivision replatted to amend the front building line

November 13, 2024 - The Board of Adjustment approved an appeal of the Director of Development Services' interpretation of the Zoning Ordinance, regarding Urban Crossing, Block A, Lot 19R (DIRINT24-0001). The BOA found that while the HOA common area lot is a residentially platted lot in nature, the property has not been used for that purpose and a telecommunications tower is an allowable use on the property under the Zoning Ordinance.

April 23, 2025 - The Board of Adjustment approved a variance from Zoning Ordinance

Sec. 9.04.037(b)(4)(G)(il) that provides that support structures must be set back a minimum of 125 percent of the support structure height from public rights-of-way. The support structure will be 120 feet in height with a required setback of 150 feet. The BOA approved a variance of 46 feet, or a setback of 104 feet-three inches from the Rosamond Parkway right-of-way.

CASE OVERVIEW

The property is a common area lot within the Urban Crossing subdivision. The applicant is proposing to construct a Commercial Radio, TV, or Microwave Operations (Telecommunications) Tower designed as a 120-foot monopole. The property currently has a 60-foot tall, self-supporting lattice tower.

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

Surrounding Land Use and Zoning

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	SF-E	Estate Residential
East	Vacant	Planned Development (Liberty Hills)	Regional Activity Center
South	Vacant	Planned Development (Villages of Hurricane Creek - North)	Suburban Living
West	Single-family detached dwelling	SF-E	Estate Residential

A site plan (Exhibit B) has been submitted with this application. The applicant has also provided a SUP justification letter, full plan set and a fall radius letter.

An additional exhibit is attached to illustrate the developable area within the lot (exclusive of easements and building setbacks).

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. Use-specific Standards are provided in Section 9.04.037(b) of the Zoning Ordinance.

CONCLUSION

This property is located within an existing single-family subdivision. The associated Site Plan is in conformance with the SF-E district.

The applicant is proposing a six-foot tall iron fence screen around the perimeter of the site. Under Zoning Ordinance Sec. 9.04.037(6)(B)(iii), ground-mounted support buildings and equipment screened by a wrought iron fence must be used in conjunction with a landscape screen. A landscape plan will be required as part of the site plan application.

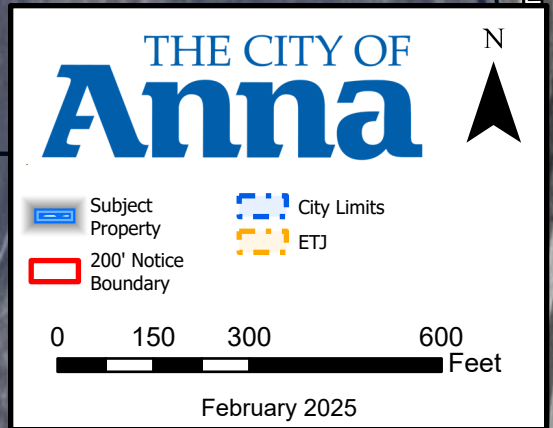
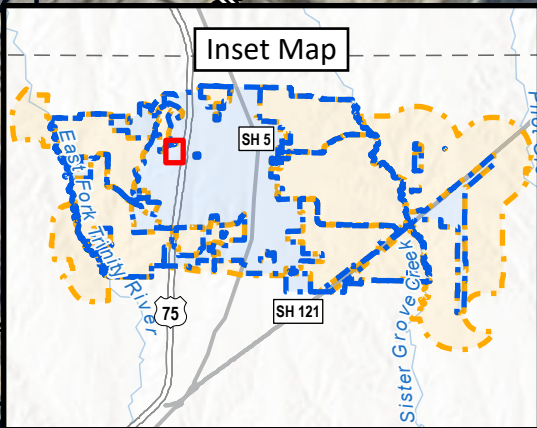
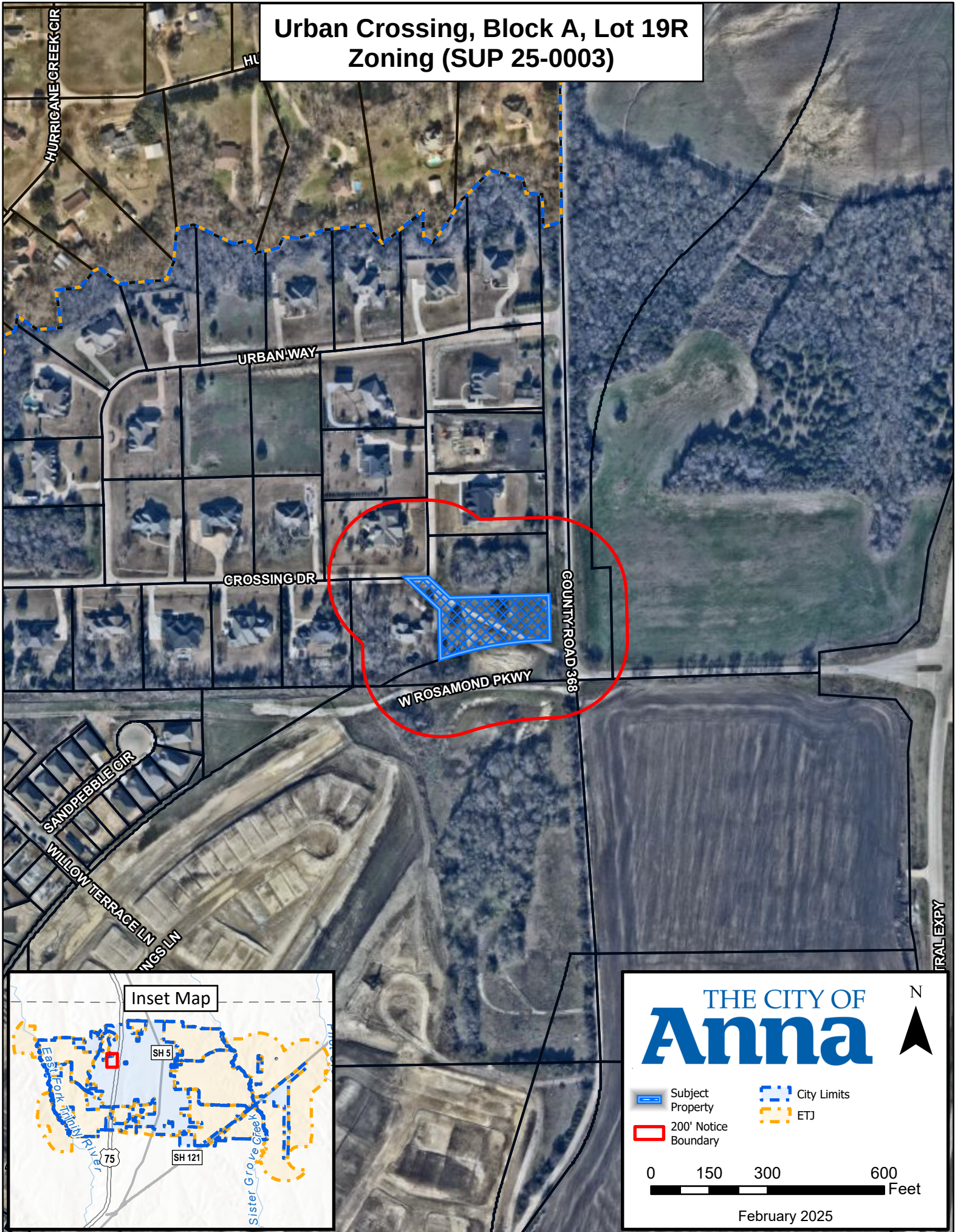
The Planning & Zoning Commission recommends approval of the Commercial Radio, TV, or Microwave Operations (Telecommunications) Tower subject to the following conditions:

1. Site Shall develop in accordance with the Site Plan shown in Exhibit B.
2. The tower shall be a monopole design with a maximum support structure height of 120'.
3. The tower shall be designed to accommodate at least four (4) providers.
4. There shall be no lighting installed on the tower except as required by law.
5. The site shall be constructed and operated in accordance with the approved drawings.
6. The antennas from the internet service provider currently operating on this parcel shall be accommodated on this tower only after removal their existing 60' self-supporting lattice tower.

ATTACHMENTS:

1. Locator Map - Urban Crossing, Block A, Lot 19R (HOA Common Area Lot) (SUP 25-0003)
2. Ordinance - Urban Crossing, Block A, Lot 19R (SUP 25-0003)
3. Exhibit A (Metes & Bounds Legal Description) - Urban Crossing, Block A, Lot 19R (SUP 25-003)
4. Exhibit B (Site Plan) - Urban Crossing, Block A, Lot 19R (SUP 25-0003)
5. SUP Justification - Urban Crossing, Block A, Lot 19R (SUP 25-0003)
6. Full Plan Set - Urban Crossing, Block A, Lot 19R (SUP 25-0003)
7. Fall Radius Letter - Urban Crossing, Block A, Lot 19R (SUP 25-0003)
8. Developable Area - Urban Crossing, Block A, Lot 19R (SUP 25-003)

Urban Crossing, Block A, Lot 19R
Zoning (SUP 25-0003)



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the northwest corner of Rosamond Parkway & County Road 368 [future Standridge Boulevard])

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 ("Site Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property is zoned SF-E Single-Family Residential – Large Lot and is generally located at the northwest corner of Rosamond Parkway & County Road 368 (future Standridge Boulevard); 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 approving a Specific Use Permit for Commercial Radio, TV, or Microwave Operations (Telecommunications) Tower for the property described as Urban Crossing, Block A, Lot 19R, as described in Exhibit A and depicted in Exhibit B with the additional restrictions as follows:

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

2. The tower shall be a monopole design with a maximum support structure height of 120'.
3. The tower shall be designed to accommodate at least four (4) providers.
4. There shall be no additional lighting installed on the tower except as required by law.
5. The site shall be constructed and operated in accordance with the approved drawings.
6. The antennas from the internet service provider currently operating on this parcel shall be accommodated on this tower only after removal their existing 60' self-supporting lattice tower.

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 27th day of May 2025.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor

METES & BOUNDS LEGAL DESCRIPTION

LEASE AREA

All that tract or parcel of land lying and being in the Henry Smith Survey, Abstract 822, City of Anna, Collin County, Texas, and being a portion of the lands of Hurricane Manor, Inc, as recorded in Instrument 20070329000424310, Collin County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 12-inch open top pipe found at the southwest corner of said Hurricane lands, and a point on the western right-of way line of County Road 368 and the northern right-of-way line of County Road 370; having a variable width right of way, said pipe having a Texas Grid North (NAD83) North Central zone value of N=7184220.94233 E=2552337.1322;

thence running along said right-of-way line, South 88°53'38" West, 14.78 feet to a point;

thence, along the arc of a curve to the left, having a radius of 860.00 feet and being scribed by a chord bearing, South 87°44'01" West, 35.83 feet to a point and the true POINT OF BEGINNING;

thence, North 65°47'18" West, 165.62 feet to a point;

thence, North 24°12'42" East, 15.00 feet to a point on the Lease Area;

thence running along the Lease Area, North 65°47'18" West, 15.00 feet to a point and the true POINT OF BEGINNING;

Thence running, North 88°48'14" East, 60.00 feet to a point;

Thence, South 01°11'46" East, 55.00 feet to a point;

Thence, North 65°47'18" West, 66.42 feet to a point;

Thence, North 01°11'46" West, 26.50 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD83, North Central Zone.

Said tract contains 0.0561 acres (2,445 square feet), more or less, as shown in a survey prepared for Hemphill, LLC by POINT TO POINT LAND SURVEYORS, INC. dated May 3, 2024, last revised May 8, 2024.

30' INGRESS-EGRESS & UTILITY EASEMENT

Together with a 30 foot wide Ingress-Egress and Utility Easement (lying 15 feet each side of centerline) lying and being in the Henry Smith Survey, Abstract 822, City of Anna, Collin County, Texas, and being a portion of the lands of Hurricane Manor, Inc, as recorded in Instrument 20070329000424310, Collin County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a 12-inch open top pipe found at the southwest corner of said Hurricane lands, and a point on the western right-of way line of County Road 368 and the northern right-of-way line of County Road 370; having a variable width right of way, said pipe having a Texas Grid North (NAD83) North Central zone value of N=7184220.9423 E=2552337.1322;

thence running along said County Road 370 right-of-way line, South 88°53'38" West, 14.78 feet to a point;

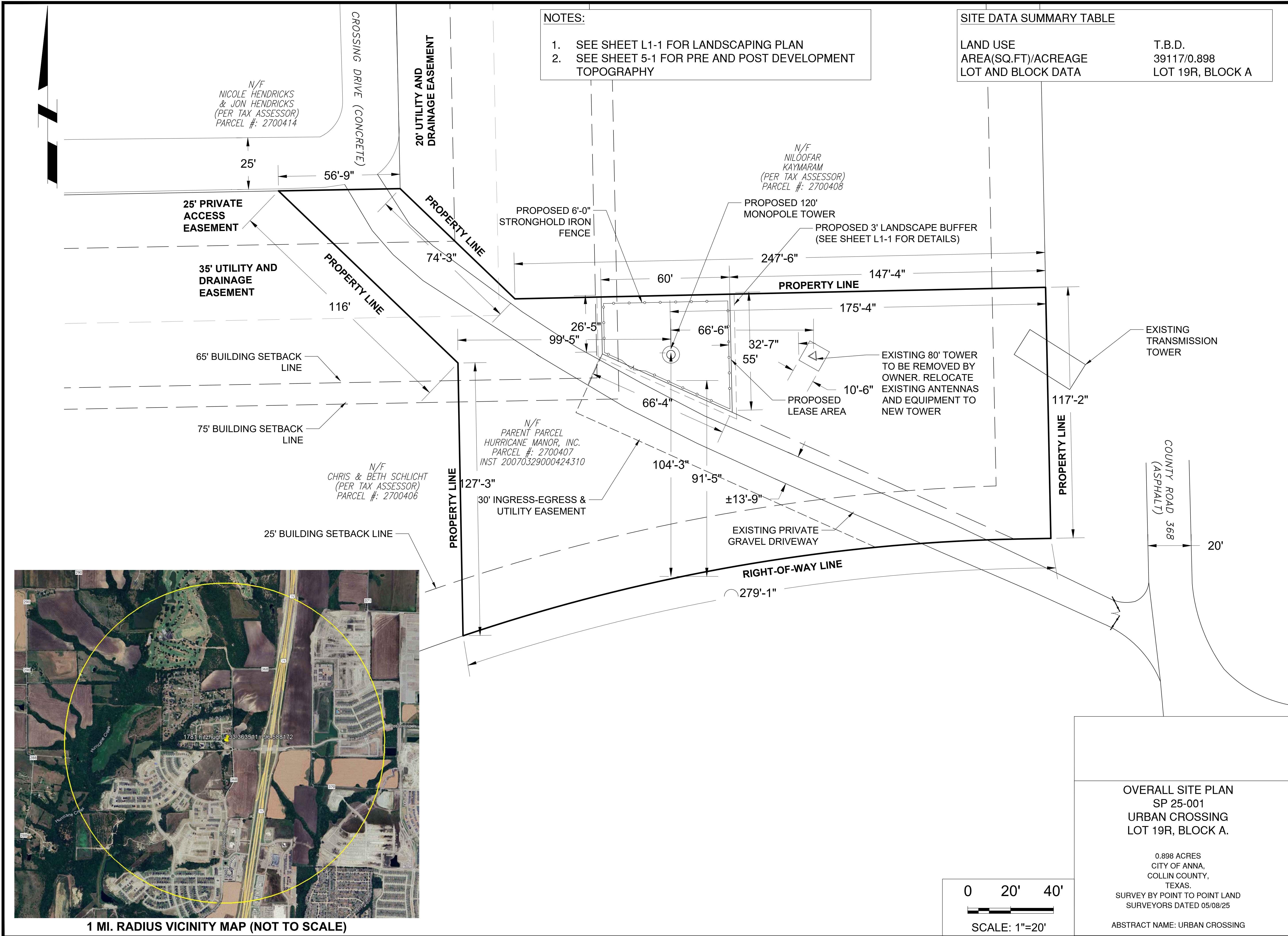
thence, along the arc of a curve to the left, having a radius of 860.00 feet and being scribed by a chord bearing, South 87°44'01" West, 35.83 feet to a point and the true POINT OF BEGINNING;

Thence, North 65°47'18" West, 165.62 feet to a point;

Thence, North 24°12'42" East, 15.00 feet to the ENDING at a point on the Lease Area;

Bearings based on Texas Grid North, NAD83, North Central Zone.

As shown in a survey prepared for Hemphill, LLC by POINT TO POINT LAND SURVEYORS, INC. dated May 3, 2024, last revised May 8, 2024.





HEMPHILL®

1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200



SPECIALTY TELECOMMUNICATIONS SERVICES, LLC

13431 BROADWAY EXT., SUITE 120.
OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT NO: 1781

PROJECT NAME: FITZHUGH

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA

OWNER ADDRESS: PO BOX 384 ANNA, TX 75409-00384

OWNER CONTACT NAME: STEVE S.

OWNER PHONE #: 214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

1"=20'

OVERALL SITE PLAN

SHEET NUMBER: **C1-4**

REVISION: **0**

SPECIFIC USE PERMIT JUSTIFICATION

Application: Specific Use Permit

Applicant: Hemphill, LLC

Hemphill Site Name: 1781 Fitzhugh

Project: 120' monopole commercial antenna support structure

SUP Project Area: A 2,445 sq ft (.0561 acre) leased portion of Lot 19, Block A of the Urban Crossing Plat

Property Address: 3019 Crossing Drive, Anna, TX 75409

Property ID: 2700407

Geographic ID: R-9650-00A-019R-1

Property Owner: Urban Crossing Homeowners Association

Introduction

Hemphill, LLC is proposing a 120' monopole commercial antenna support structure that will accommodate Verizon Wireless and 3 additional providers on a portion of Lot 19, Block A of the Urban Crossing Plat leased from the Urban Crossing Homeowners Association ("HOA"). The leased project area is 2,445 sq ft (.0561 acre). This parcel is addressed as 3019 Crossing Drive, Anna, TX 75409. The Property ID is 2700407 and the Geographic ID is R-9650-00A-019R-1. Lot 19, Block A is designated on the plat as a Common Area dedicated to and maintained by the HOA (See Exhibit C). Section 5.17 of the Urban Crossing "Declaration of Covenants, Conditions and Restrictions" dated September 5, 2022 specifically allows for HOA approval of a tower on the HOA lot (See Exhibit D). The HOA voted 25-2 to approve this project on the parcel at an HOA meeting on February 20, 2024 (See Exhibit E).

The only current uses of the parcel are utility and communications uses. There is a Texas Power & Light Company (TXU Energy) utility easement with a transmission tower and lines on the parcel. There is also a high-speed internet provider serving the Urban Crossing neighborhood from an existing 60' lattice tower on the parcel. Please see the Google Street View provided as Exhibit A.

This parcel is zoned SF-E Single-Family Residential Estate – Large Lot under the previous zoning ordinance. City of Anna Code of Ordinances Section 9.04.03(b)(4)(E) indicates that "commercial antennas and antenna support structures are prohibited in residential districts on lots used or platted for single-family, two-family, or single-family attached dwelling purposes". On November 13, 2024, the City of Anna Board of Adjustment found that this prohibition did not apply to the subject parcel because the lot is not used or platted for residential purposes and that the applicant is not prohibited from seeking this SUP. Board of Adjustment Order 2024-002 is provided as Exhibit F.

Need for Site

This site is needed to address urgent community need for better service from both coverage and capacity standpoints. Residents of the Urban Crossing subdivision testified to the Board of Adjustment regarding the poor service in their homes and the difficulties in personal and business communication as well as their concern for their safety in emergency situations. This concern is backed up by information provided by Verizon Wireless. Plots from Verizon's Radiofrequency Engineer Steve Nies are provided as Exhibit G. The following plots are included:

Coverage Plots

- Current coverage without site
- Coverage @ proposed 120' antenna centerline

- Coverage @ 55' antenna centerline

Best Server Plots

- Current best server without site
- Best server @ proposed 120' antenna centerline
- Best server @ 55' antenna centerline

The 55' antenna centerline was chosen for comparison because a 60' tower height is the dividing line between height allowed by right and height requiring a Specific Use Permit under the current ordinance.

The coverage plots show the signal strength with and without the site. The first coverage plot showing "Current coverage without site" clearly depicts the gap in signal strength in this area. By comparison, the next coverage plot "Coverage at proposed 120' RAD center" clearly shows how the proposed site fills in the signal gap. By comparison, the third coverage plot, "Coverage at 55' RAD center" is insufficient to fill the signal gap and will leave many parts of this area uncovered.

The best-server plots show the service footprint of each location. The first best-server plot "Current best server without site" shows how the target area is currently served by adjacent sites to the east and west. Those sites are too far away to provide strong enough signal for in-building coverage in the target area. They are also handling growing amounts of traffic and, when they are unable to handle the traffic load, users not in the immediate site area will be dropped or unable to access the system because of overcapacity.

The second best-server plot "Best server at proposed 120' RAD center" shows the new footprint served by each sector of the proposed new site. Within this new footprint, users previously served by adjacent sites will have strong signal from the new site and because they are no longer overloading the adjacent sites, those sites will also have additional capacity freed up to handle future growth. The third best-server plot "Best server at 55' RAD center" shows how small the service footprint would be at a 55' antenna centerline. It would not have the necessary footprint to adequately serve this area or provide significant capacity relief to adjacent sites.

Also, keep in mind that the proposed site will not just address Verizon's service to this community, it will also be essential infrastructure for future providers to serve this community as well. As shown on Sheet C3-1 of the drawings provided, the proposed tower is designed to accommodate three additional future providers at centerlines of 108', 96', and 84'.

Site Details

The lease area for the proposed site is situated on the parcel to avoid the Texas Power & Light Company (TXU Energy) utility easement to the east and the future extension of Rosamond Parkway (see Sheets C1-1 of the drawings provided). The proposed facility includes a 120' monopole with 10' lightning rod. As shown in the elevation view on Sheet C3-1 of the drawings provided, the proposed tower is designed to accommodate three additional future providers at centerlines of 108', 96', and 84' as well as antennas from the nearby internet service provider tower to be removed.

Details regarding the tower location, the removal of the existing tower, and measurements to property lines are on Sheet C1-4 of the drawings provided. The closest property line is to the north with a measurement from tower center of 26'6". To ensure no impact across property lines, the tower will be designed so that, in the unlikely event of failure, it will buckle on itself and have a 0' engineered fall radius as detailed in the fall radius letter provided as Exhibit H.

No lighting is proposed (not required by the FAA and taller transmission towers are already in the vicinity). The base of the tower will be surrounded by an iron fence as detailed on Sheet C6-1 as well as landscaping screening with Nellie R. Stevens Holly spaced 5.5 feet apart and at least 5 feet tall at planting as shown on Sheets L1-1 and L1-2 of the drawings provided.

Community Benefit

As pointed out in the above section regarding the need for the site, there is a current need for better coverage and additional capacity in this area. Residents in the neighborhood are unable to get the service they need for daily communication needs as well as for working or learning at home. Improved wireless service in this area is not just a matter of convenience, it is critical to public health, safety, and general welfare. The service provided by this facility will provide emergency information such as amber alerts, weather alerts, radar information and other information and instructions during emergencies. It will support 911 calls (most of which are made from wireless devices) in the event of accident, health crisis, fire, natural disaster, or other emergency.

Compatibility

This project is actively supported by the neighborhood in which it is located. The parcel, Lot 19, Block A, is designated as a "Common Area" on the Urban Crossing Plat (See [Exhibit C](#)). Note 5 on the Plat states:

"5. Lot 19, Block A is dedicated to and maintained by the homeowners association."

Section 5.17 of the Urban Crossing "Declaration of Covenants, Conditions and Restrictions" dated September 5, 2022 specifically allows for HOA approval of a tower on the HOA lot (See [Exhibit D](#)). The HOA voted 25-2 to approve this project on the parcel at an HOA meeting on February 20, 2024 (See [Exhibit E](#)). This project also received active support from nearby property owners at the Board of Adjustment meeting interpreting the ordinance to allow a Specific Use Permit application to move forward.

The proposed use is consistent with current uses of the parcel for utility and communications uses. A Texas Power & Light Company (TXU Energy) utility easement with a transmission tower and lines and a high-speed internet provider 60' lattice tower are already on this parcel (See [Exhibit A](#)). The internet service provider will remove its tower and its antennas will be accommodated on the proposed tower, consolidating the communication use into a single structure.

During the day, the proposed monopole will not significantly increase the visual impact from the transmission towers and lines already present. The site will be dark at night. The FAA does not require lighting on this monopole and no lighting is proposed.

Consistent with the wishes of the Urban Crossing HOA, the base of the tower will be surrounded by an iron fence as detailed on Sheet C6-1 as well as landscaping screening with Nellie R. Stevens Holly spaced 5.5 feet apart and at least 5 feet tall at planting as shown on Sheets L1-1 and L1-2 of the drawings provided.

Conclusion

Based on the information above, the supporting exhibits provided, and the support from the neighborhood this site will serve, applicant respectfully requests approval of a Specific Use Permit for this project.

Respectfully submitted,

A handwritten signature in cursive script, reading "Ralph Wyngarden", written over a horizontal line.

Date: 2/4/2025

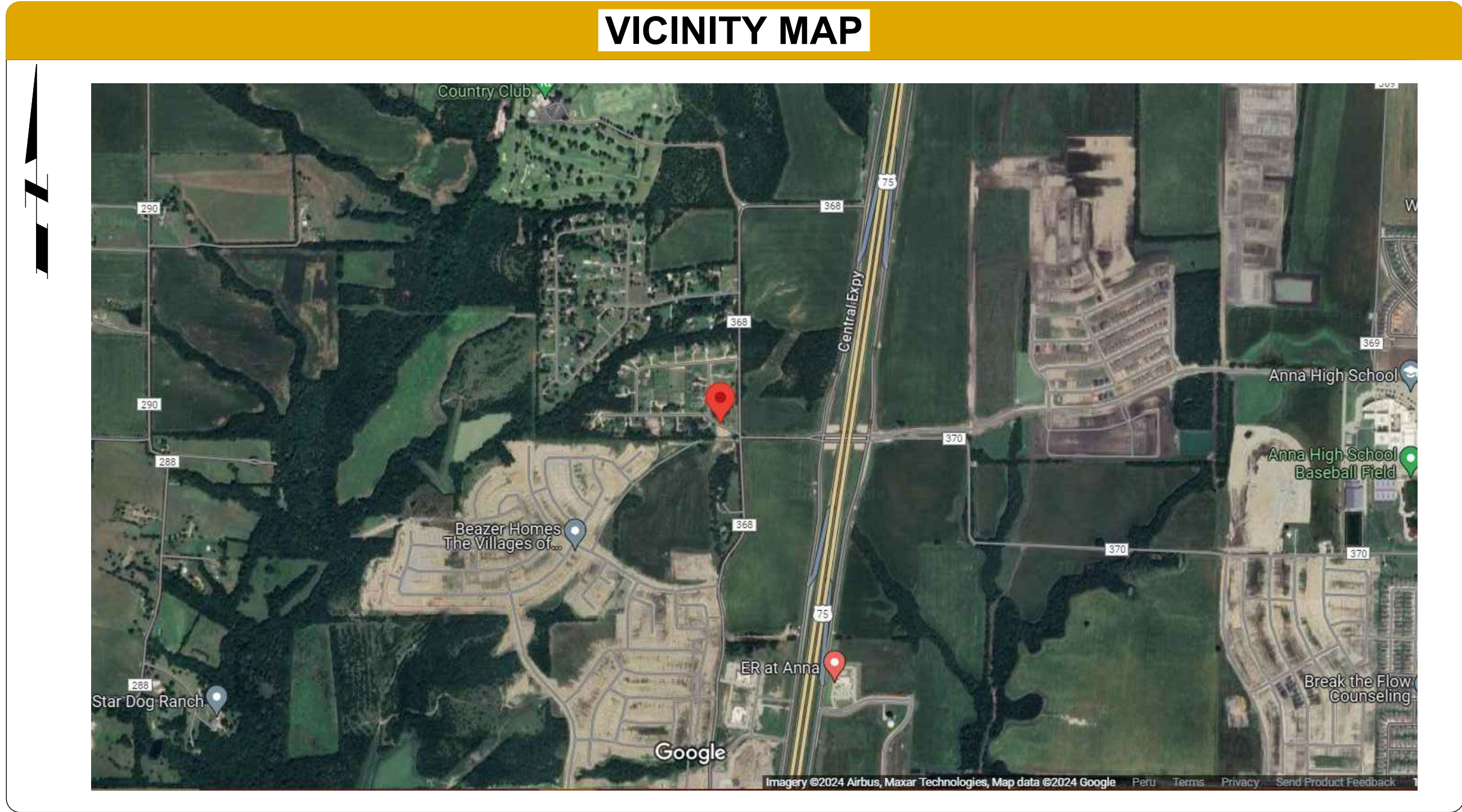
Faulk & Foster, by Ralph Wyngarden, for Applicant Hemphill, LLC

FITZHUGH

SITE: 1781

120' MONOPOLE TOWER

FOR MULTIPLE WIRELESS CARRIERS



DIRECTIONS

FROM TULSA, OKLAHOMA. DRIVE WEST I-244W. KEEP LEFT TO CONTINUE ON US-75 S, FOLLOW SING FOR GLENPOOL/OKMUGLCEE, IN 48.1MI. KEEP LEFT TO CONTINUE ON OK-375, IN 11.6MI. KEEP LEFT TO STAY ON OK-375, IN 29.8MI. USE THE RIGHT LANE TO MERGE ONTO US-69 S VIA THE RAMP TO ATOKA/DALLAS, IN 86.4MI. CONTINUE ONTO US-75 S, IN 32.7MI. TAKE THE 48 EXIT, IN 0.2MI. MERGE ONTO CENTRAL EXPY/N US HWY 75, IN 0.4MI. TURN RIGHT ONTO W COUNTY RD 370, IN 0.2MI. TURN RIGHT ONTO CO RD 368, IN 36FT. TURN LEFT, IN 276FT. SIDE WILL BE ON THE RIGHT.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODE ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

• 2018 INTERNATIONAL BUILDING CODE

• 2018 INTERNATIONAL FIRE CODE

• 2017 NATIONAL ELECTRIC CODE

CONSULTING ENGINEER

SPECIALTY TELECOMMUNICATIONS SERVICES, LLC
FIRM NO.: F-16740
13431 BROADWAY EXT., SUITE 120.
OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT DATA	
SITE NUMBER	1781
SITE NAME	FITZHUGH
SITE ADDRESS	TBD CR 368, ANNA, TX 75409
COUNTY	COLLIN
ZONING CLASS	
POWER COMPANY	GRAYSON/COLLIN ELECTRIC
CONTACT NAME	
TELEPHONE	903-482-5231
TELCO COMPANY	AT&T
CONTACT NAME	
TELEPHONE	800-331-05-00
PROPERTY OWNER	URBAN CROSSING HOA (STEVE S)
TELEPHONE	214-244-1541
HEMPHILL CONTACT	MATT KLINE
TELEPHONE	918-884-7756
SURVEY CONTACT	POINT TO POINT LAND SURVEYORS
TELEPHONE	678-565-4440
2C COORDINATES	
LAT: 33° 21' 48.68" LONG: -96° 35' 17.42"	
(DEC. DEG.: 33.363511, -96.588172)	
SURVEY AND 2C PROVIDED BY POINT TO POINT LAND SURVEYORS AND INCLUDED IN THIS SET OF DRAWINGS FOR REFERENCE ONLY.	

ONE CALL SYSTEM

BEFORE YOU DIG, CALL TEXAS LINE LOCATION FOR LOCATION OF UNDERGROUND UTILITIES. CALL 811

TITLE SHEET
SP 25-0001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND SURVEYORS DATED 05/08/25
ABSTRACT NAME: URBAN CROSSING

HEMPHILL®
1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200

DRAFTING SERVICES
9 E 4TH ST. SUITE C-4
TULSA, OK 74103
918-215-7575

PROJECT NO: 1781

PROJECT NAME: FITZHUGH

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA

OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384

OWNER CONTACT NAME: STEVE S.

OWNER PHONE #: 214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

N.T.S.

TITLE SHEET

SHEET NUMBER: TS

REVISION: 0



HEMPHILL®

1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200

POINT TO POINT LAND
SURVEYORS
100 GOVERNORS TRACE,
STE. 103 PEACHTREE
CITY, GA 30269
678-565-4440

PROJECT NO: 1781

PROJECT NAME: FITZHUGH

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER URBAN CROSSING HOA
OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME STEVE S.
OWNER PHONE # 214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

SCALE

1"=50'

SITE SURVEY

SHEET NUMBER: REVISION:

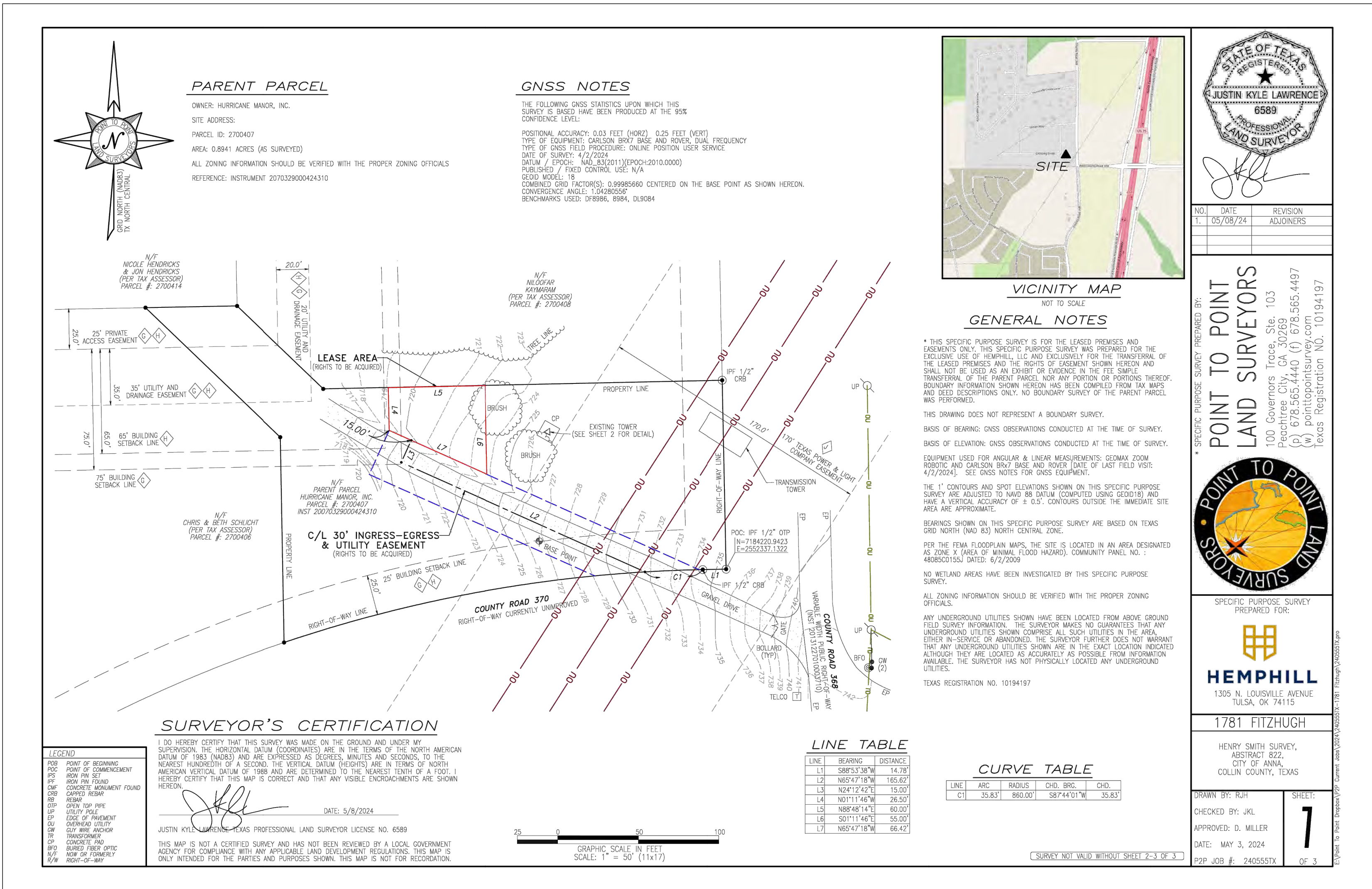
C1-1

0

SITE SURVEY
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING





SURVEY PROVIDED BY:

PROJECT NO: 1781

PROJECT NAME:	FITZHUGH
---------------	----------

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER	URBAN CROSSING HOA
----------------	--------------------

OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384

OWNER CONTACT NAME	STEVE S.
--------------------	----------

OWNER PHONE # 214-244-1541

ISSUED FOR:

APPROVAL



SCALE

$$1'' = 10'$$

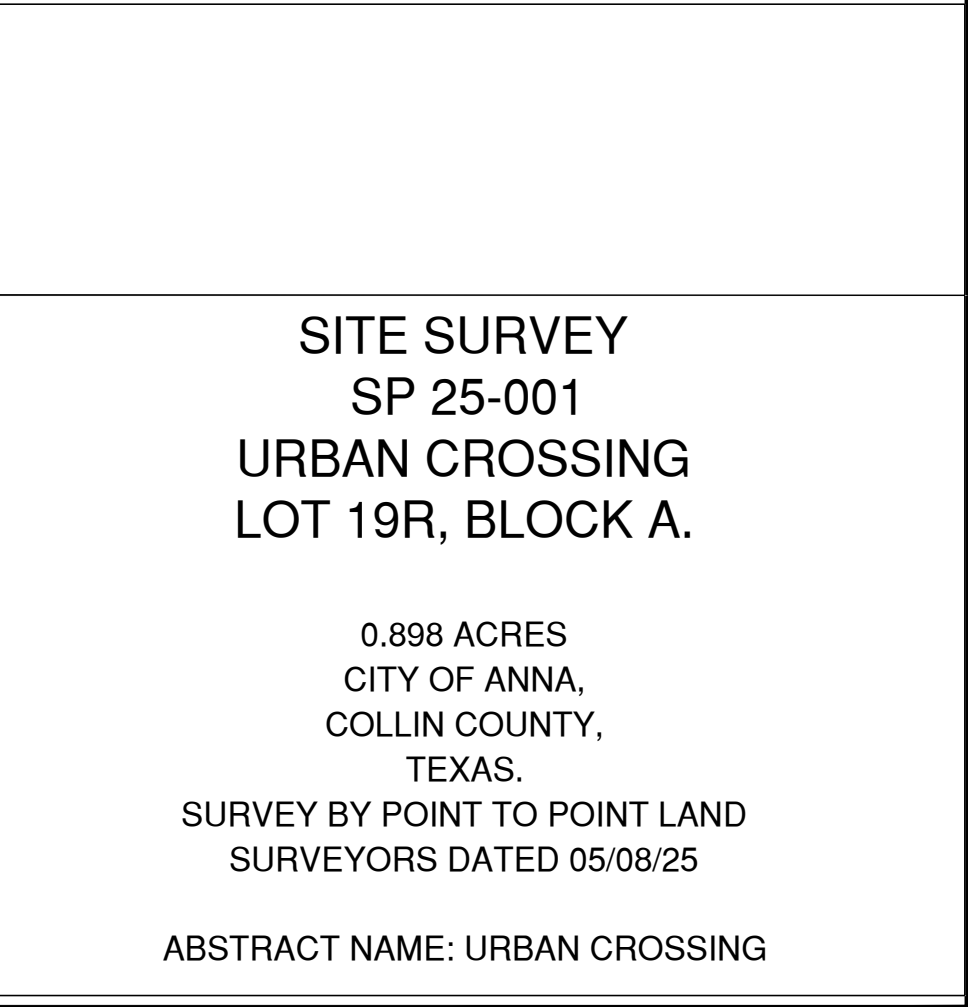
SITE SURVEY

SHEET NUMBER:

REVISION:

C1-2

O





HEMPHILL®

1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200

SURVEY PROVIDED BY:

POINT TO POINT LAND
SURVEYORS
100 GOVERNORS TRACE,
STE. 103 PEACHTREE
CITY, GA 30269
678-565-4440

PROJECT NO: 1781

PROJECT NAME: FITZHUGH

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER URBAN CROSSING HOA
OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME STEVE S.
OWNER PHONE # 214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

SCALE

N.T.S.

SITE SURVEY

SHEET NUMBER: REVISION:

C1-3

0

SITE SURVEY
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING

LEGAL DESCRIPTION SHEET

PARENT PARCEL

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 01-24013840
BEING LOT 19R, BLOCK A, REPLAT/AMENDED PLAT OF URBAN CROSSING, AN ADDITION TO THE
CITY OF ANNA, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN
VOLUME 2013, PAGE 568, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 30 FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 15 FEET EACH SIDE OF CENTERLINE) LYING AND
BEING IN THE HENRY SMITH SURVEY, ABSTRACT 822, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS
OF HURRICANE MANOR, INC. AS RECORDED IN INSTRUMENT 20070328000424310, COLLIN COUNTY RECORDS, AND BEING MORE
PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 12-INCH OPEN TOP PIPE FOUND AT THE SOUTHWEST CORNER OF SAID
HURRICANE LANDS, AND A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 368 AND THE NORTHERN RIGHT-OF-WAY
LINE OF COUNTY ROAD 370, HAVING A VARIABLE WIDTH RIGHT OF WAY, SAID PIPE HAVING A TEXAS GRID NORTH (NAD83) NORTH
CENTRAL ZONE VALUE OF N=7184220.84233 E=2552337.1322;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 88°53'38" WEST, 14.78 FEET TO A POINT;

THENCE, ALONG THE ARC OF A CURVE, TO THE LEFT, HAVING A RADIUS OF 860.00 FEET AND BEING SCRIBED BY A CHORD BEARING,
SOUTH 87°44'01" WEST, 35.83 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 62°47'18" WEST, 165.62 FEET TO A POINT;

THENCE, NORTH 24°12'42" EAST, 15.00 FEET TO THE ENDING AT A POINT ON THE LEASE AREA;

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

LEASE AREA

ALL THAT TRACT OR PARCELS OF LAND LYING AND BEING IN THE HENRY SMITH SURVEY, ABSTRACT 822, CITY OF ANNA, COLLIN
COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF HURRICANE MANOR, INC. AS RECORDED IN INSTRUMENT
20070328000424310, COLLIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 12-INCH OPEN TOP PIPE FOUND AT THE SOUTHWEST CORNER OF SAID
HURRICANE LANDS, AND A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 368 AND THE NORTHERN RIGHT-OF-WAY
LINE OF COUNTY ROAD 370, HAVING A VARIABLE WIDTH RIGHT OF WAY, SAID PIPE HAVING A TEXAS GRID NORTH (NAD83) NORTH
CENTRAL ZONE VALUE OF N=7184220.84233 E=2552337.1322;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 88°53'38" WEST, 14.78 FEET TO A POINT;

THENCE, ALONG THE ARC OF A CURVE, TO THE LEFT, HAVING A RADIUS OF 860.00 FEET AND BEING SCRIBED BY A CHORD BEARING,
SOUTH 87°44'01" WEST, 35.83 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 62°47'18" WEST, 165.62 FEET TO A POINT;

THENCE, NORTH 24°12'42" EAST, 15.00 FEET TO A POINT ON THE LEASE AREA;

THENCE RUNNING ALONG THE LEASE AREA, NORTH 62°47'18" WEST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING, NORTH 88°48'14" EAST, 60.00 FEET TO A POINT;

THENCE, SOUTH 01°11'40" EAST, 55.00 FEET TO A POINT;

THENCE, NORTH 62°47'18" WEST, 66.42 FEET TO A POINT;

THENCE, NORTH 01°11'40" WEST, 26.50 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.0561 ACRES (2,445 SQUARE FEET), MORE OR LESS.

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY, EFFECTIVE DATE OF
MARCH 21, 2024, BEING CLT NO. 01-24013840, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS
OF EXISTING TITLE EXCEPTIONS:

G. THE FOLLOWING, ALL ACCORDING TO PLAT RECORDED IN VOL 2008 PAGE 501, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS:

25 FOOT BUILDING LINE EASEMENT ALONG THE (EASTERN AND SOUTHERN PROPERTY LINE(S)).

75 FOOT BUILDING LINE EASEMENT ALONG A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

35 FOOT UTILITY AND DRAINAGE EASEMENT ALONG A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

25 FOOT PRIVATE ACCESS EASEMENT ALONG THE A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, LEASE AREA, AND ACCESS EASEMENT AND IS PLOTTED HEREON.]

H. THE FOLLOWING, ALL ACCORDING TO PLAT RECORDED IN VOL 2013 PAGE 568, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS:

25 FOOT BUILDING LINE EASEMENT ALONG THE (EASTERN AND SOUTHERN PROPERTY LINE(S)).

65 FOOT BUILDING LINE EASEMENT ALONG A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

35 FOOT UTILITY AND DRAINAGE EASEMENT ALONG A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

25 FOOT PRIVATE ACCESS EASEMENT ALONG THE A PORTION OF NORTHWEST PROPERTY PORTION OF THE PROPERTY.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, LEASE AREA, AND ACCESS EASEMENT, AND IS PLOTTED HEREON.]

I. EASEMENT EXECUTED BY W.B. LUSCOMB AND AUDREY LUSCOMB, TO COLLIN COUNTY SOIL CONSERVATION DISTRICT OF COLLIN COUNTY, TEXAS,
DATED JANUARY 12, 1997, FILED SEPTEMBER 12, 1997, RECORDED IN/JUNDER VOL. 532 PAGE 390, OF THE REAL PROPERTY RECORDS OF COLLIN
COUNTY, TEXAS.

[THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE DESCRIPTION OF THE EASEMENT IS
ILLEGIBLE AND THEREFORE, WE ARE NOT ABLE TO ASCERTAIN THE EXACT LOCATION THEREOF.]

J. GRANT OF EASEMENT EXECUTED BY LOUIS L. ROBERTS, TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 17, 1970, FILED APRIL 1,
1970, RECORDED IN/JUNDER VOL. 754 PAGE 253, OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND ACCESS EASEMENT, AND IS PLOTTED HEREON.]

K. EASEMENT FOR EQUIPMENT SHEDD EXECUTED BY HURRICANE MANOR, INC. TO SOUTHWESTERN BELL TELEPHONE, L.P., O/B/A KAT TEXAS,
DATED AUGUST 28, 2008, FILED AUGUST 28, 2008, RECORDED IN/JUNDER 20080828001042190, OF THE REAL PROPERTY RECORDS OF COLLIN
COUNTY, TEXAS.

[THIS ITEM NOT APPLICABLE TO THE PARENT PARCEL BECAUSE IT IS LOCATED ON AN ADJACENT PROPERTY.]



NO.	DATE	REVISION
1	05/08/24	ADDITIONS

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30028
(770) 565-4440
(w) pointtopointsurvey.com
Texas Registration NO. 10194197



SPECIFIC PURPOSE SURVEY
PREPARED FOR:



1305 N. LOUISVILLE AVENUE
TULSA, OK 74115

1781 FITZHUGH

HENRY SMITH SURVEY,
ABSTRACT 822,
CITY OF ANNA,
COLLIN COUNTY, TEXAS

DRAWN BY: RGH

CHECKED BY: JKL

APPROVED: D. MILLER

DATE: MAY 3, 2024

PPP JOB #: 2405555TX

SHEET:

3

OF 3

[SURVEY NOT VALID WITHOUT SHEET 1-2 OF 3]

NOTES:

1. Bearings are referenced to 45,001-acre tract, as described in in Clerks File No. 2007032600424310 the Deed Records of Collin County, Texas.
2. 1/2" iron rods with "DAL-TECH" set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted
3. D.E. - Drainage Easements
B.L. - Building Line
C.M. - Controlling Monuments
U.E. - Utility Easements
H.O.A. - Homeowners Association
RF - Iron Rod Found
WLE - Water Line Easement
4. "Notice: 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".
5. Lot 19 Block A, is dedicated to and maintained by the homeowners association.

6. All streets within this development are private and are not dedicated for general public use and shall be maintained by the Home Owners Association. The access easements are private and emergency access only.

7. All lots must utilize alternative type On-Site Sewage Facilities.
The existing OSSFs on Lots 3R, 4R and 7R are all alternative systems, suitable for the site and existing structure. Any changes to the existing structures must be reviewed by CCDS prior to construction for compliance with OSSF regulations.
The P.E. As-Built submitted with the plat shows all OSSF components for Lots 3R, 4R and 7R to be completely within the boundaries of the Lots. If any of the OSSF components are actually over the any of the lot lines and continue onto another parcel, the entire system(s) must be replaced with an approved alternative system (after review and permitting through CCDS).

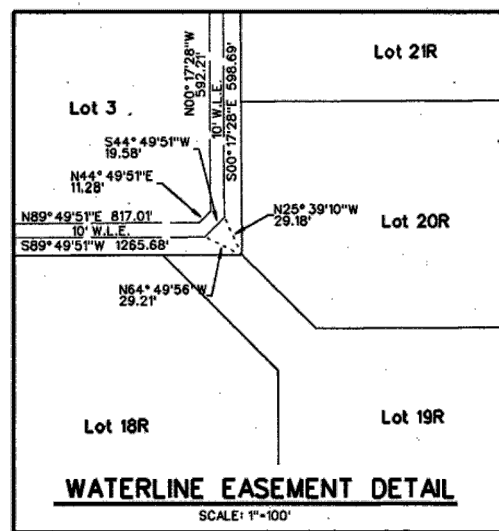
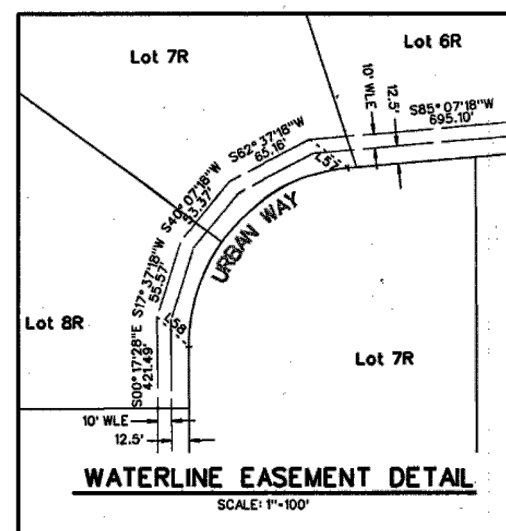
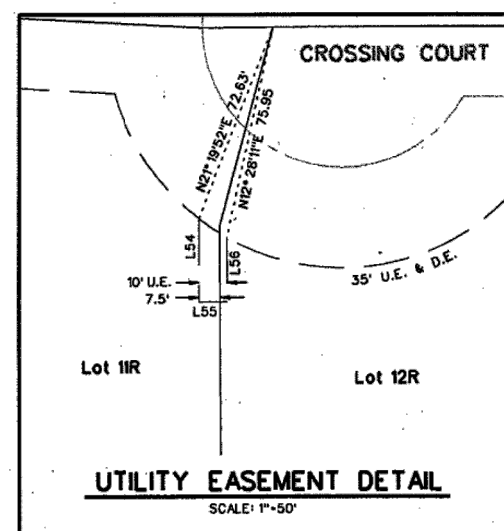
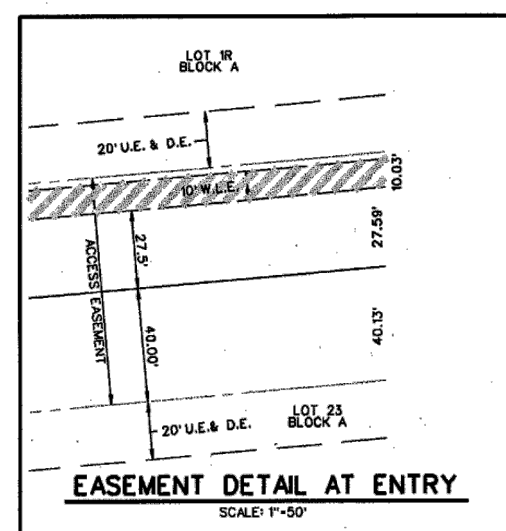
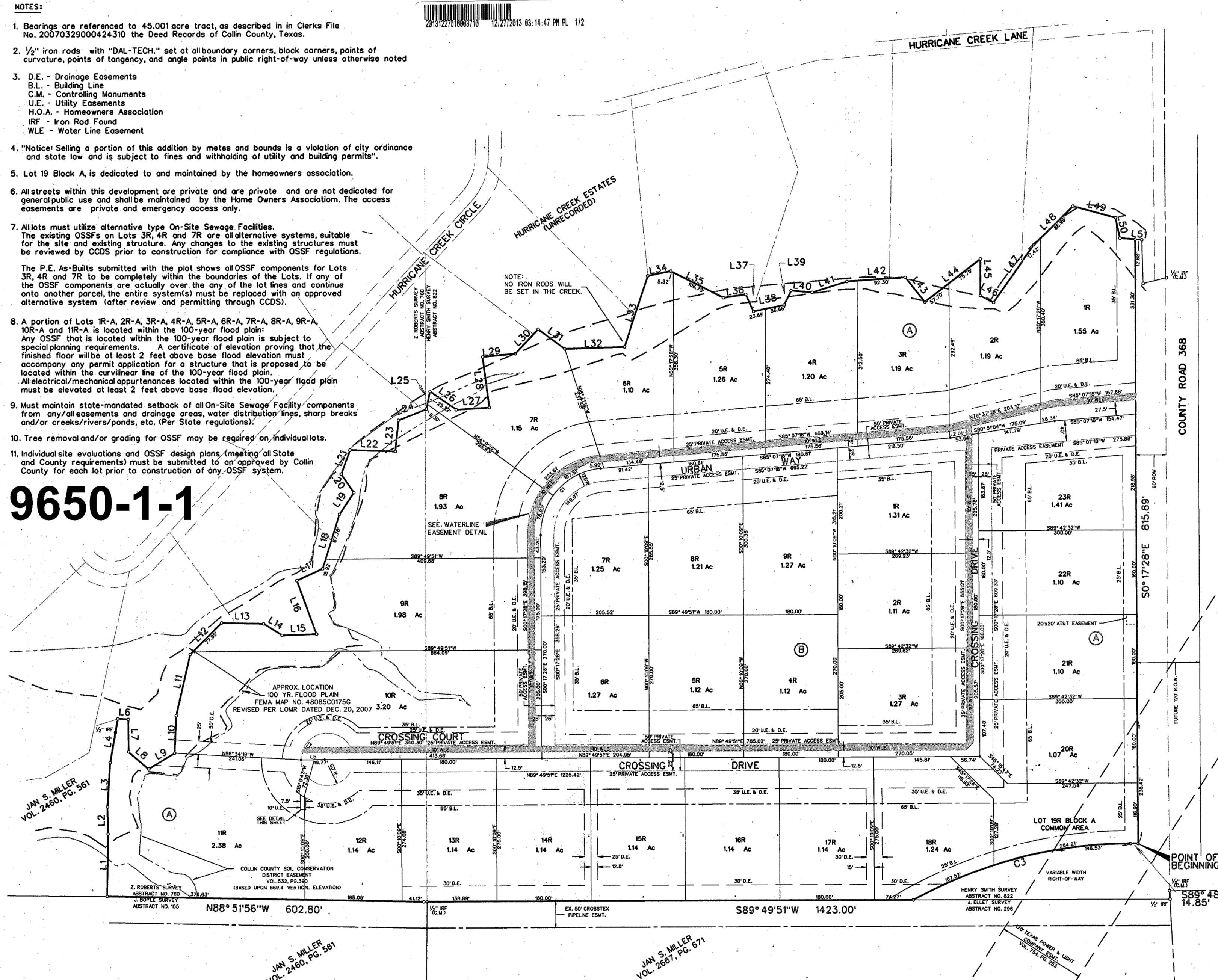
8. A portion of Lots 1R-A, 2R-A, 3R-A, 4R-A, 5R-A, 6R-A, 7R-A, 8R-A, 9R-A, 10R-A and 11R-A is located within the 100-year flood plain.
Any OSSF that is located within the 100-year flood plain is subject to special planning requirements. A certificate of elevation proving that the finished floor will be at least 2 feet above base flood elevation must accompany any permit application for a structure that is proposed to be located within the curvilinear line of the 100-year flood plain.
All electrical/mechanical/appliances located within the 100-year flood plain must be elevated at least 2 feet above base flood elevation.

9. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/streams/ponds, etc. (Per State regulations).

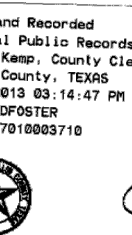
10. Tree removal and/or grading for OSSF may be required on individual lots.

11. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

9650-1-1



TOTAL ACRES 42.684
TOTAL LOTS 31



S9650

RE-PLAT / AMENDING PLAT

URBAN CROSSING
TO CHANGE FRONT BUILDING
LINES FROM 75' TO 65'

OUT OF THE
HENRY SMITH SURVEY ABSTRACT NO. 822
Z. ROBERTS SURVEY ABSTRACT NO. 760

IN THE
CITY OF ANNA
COLLIN COUNTY, TEXAS
OWNER
HURRICANE MANOR, INC.
115 RICHARDSON COURT
ALLEN, TEXAS 75002
214-455-8100

PREPARED BY
DAL-TECH ENGINEERING, INC.
17400 DALLAS PARKWAY, SUITE 110
DALLAS, TEXAS 75287
972-250-2727

MAY 2013

SHEET 1 OF 2

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 00°50'59" E	118.62'
2.	N 01°11'00" W	52.66'
3.	N 03°46'35" E	86.46'
4.	N 09°59'07" E	83.99'
5.	N 89°28'04" E	45.00'
6.	S 87°24'50" E	20.06'
7.	S 00°29'11" E	61.69'
8.	S 49°30'21" E	49.91'
9.	N 58°53'43" E	57.81'
10.	N 02°29'27" E	70.98'
11.	N 12°49'38" E	118.95'
12.	N 44°53'48" E	84.68'
13.	S 88°47'24" E	80.28'
14.	S 57°53'29" E	41.96'
15.	N 88°12'19" E	55.53'
16.	N 20°18'44" W	108.54'
17.	N 65°20'15" E	54.21'
18.	N 17°15'58" E	106.68'
19.	N 34°03'08" E	49.38'
20.	N 34°29'24" E	42.48'
21.	N 20°00'59" E	48.50'
22.	S 88°00'07" E	86.61'
23.	N 05°43'50" E	59.19'
24.	N 68°19'39" E	57.00'
25.	N 11°08'48" E	34.52'
26.	S 54°48'52" E	61.05'
27.	N 66°24'52" E	52.96'
28.	N 07°46'37" E	97.00'
29.	N 84°36'01" E	62.89'
30.	N 43°26'25" E	63.19'
31.	S 53°53'43" E	63.07'
32.	N 88°10'36" E	113.32'
33.	N 18°37'26" E	141.56'
34.	N 78°31'09" E	44.63'
35.	S 63°14'39" E	112.10'
36.	N 81°23'03" E	42.64'
37.	S 24°34'27" E	35.19'
38.	N 78°32'17" E	60.35'
39.	N 26°02'10" E	30.00'
40.	S 85°22'57" E	40.23'
41.	N 72°37'22" E	69.15'
42.	N 85°57'59" E	111.89'
43.	S 38°31'29" E	59.93'
44.	N 52°15'30" E	133.45'
45.	S 00°06'42" E	69.85'
46.	S 63°24'50" E	28.00'
47.	N 35°05'02" E	134.08'
48.	N 45°28'31" E	104.38'
49.	S 74°53'41" E	83.89'
50.	S 12°00'57" E	39.56'
51.	S 85°40'20" E	28.95'

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	85°24'46"	125.00'	186.34'	115.37'	169.56'	S42°24'55"W
2.	60°00'00"	50.00'	261.80'	50.00'	50.00'	S00°09'30"E
3.	28°45'48"	860.00'	451.73'	220.52'	427.21'	S75°26'04"E

PLAT MAP
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



HEMPHILL®

1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200



SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT NO: 1781

PROJECT NAME: FITZHUGH

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA

OWNER ADDRESS: PO BOX 384 ANNA, TX 75409-00384

OWNER CONTACT NAME: STEVE S.

OWNER PHONE #: 214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

SCALE

N.T.S.

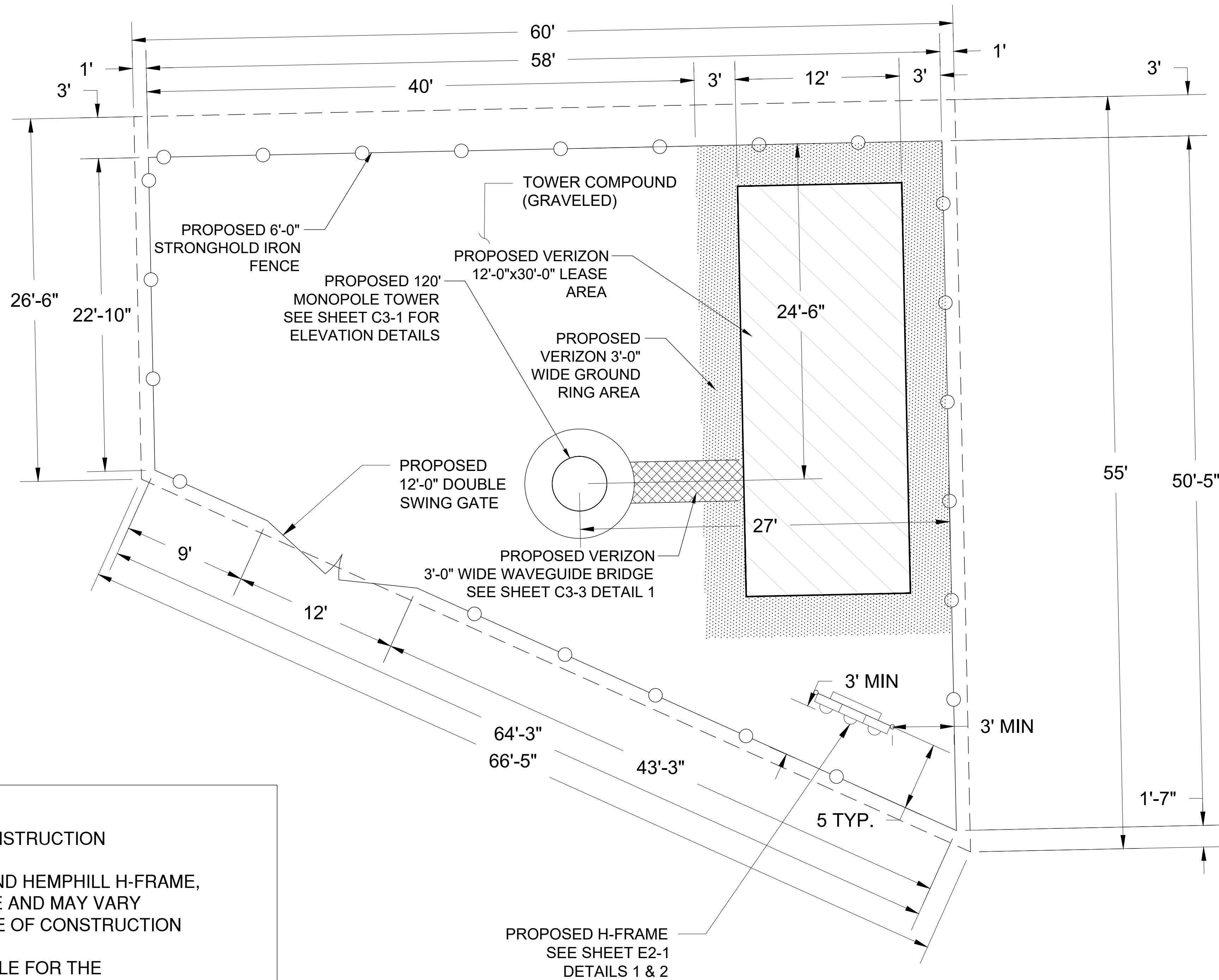
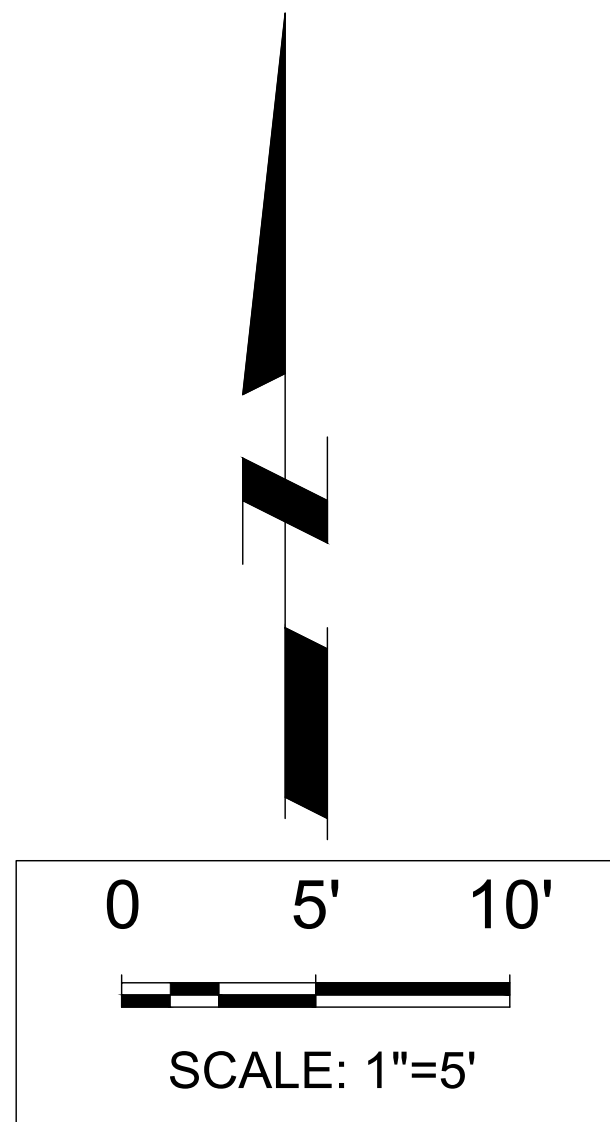
PLAT MAP

SHEET NUMBER:

C1-5

REVISION:

0



- NOTES:
1. ALL COMPONENTS SHOWN ARE NEW CONSTRUCTION
 2. PLACEMENT OF VERIZON LEASE AREA, AND HEMPHILL H-FRAME, WITHIN THE COMPOUND IS APPROXIMATE AND MAY VARY DEPENDING ON SITE CONDITIONS AT TIME OF CONSTRUCTION
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF APPROPRIATE EROSION CONTROL MEASURES, INCLUDING SILT FENCES, ON THE DOWN SLOPE SIDES OF ALL SOIL DISTURBING ACTIVITIES. SEE SHEET C4-1 DETAIL 3
 4. (SELF SUPPORT TOWERS ONLY): TOWER TO BE CONSTRUCTED WITH ONE FACE PARALLEL TO COMPOUND FENCE / LEASE AREA

COMPOUND LAYOUT
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25
ABSTRACT NAME: URBAN CROSSING

**HEMPHILL®**
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TULSA, OK 74115
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**SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC**
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT NO: 1781
PROJECT NAME: FITZHUGH
911 ADDRESS: TBD CR 368, ANNA, TX 75409
DRAWN BY: RS
CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA
OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME: STEVE S.
OWNER PHONE #: 214-244-1541

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
1'=5'

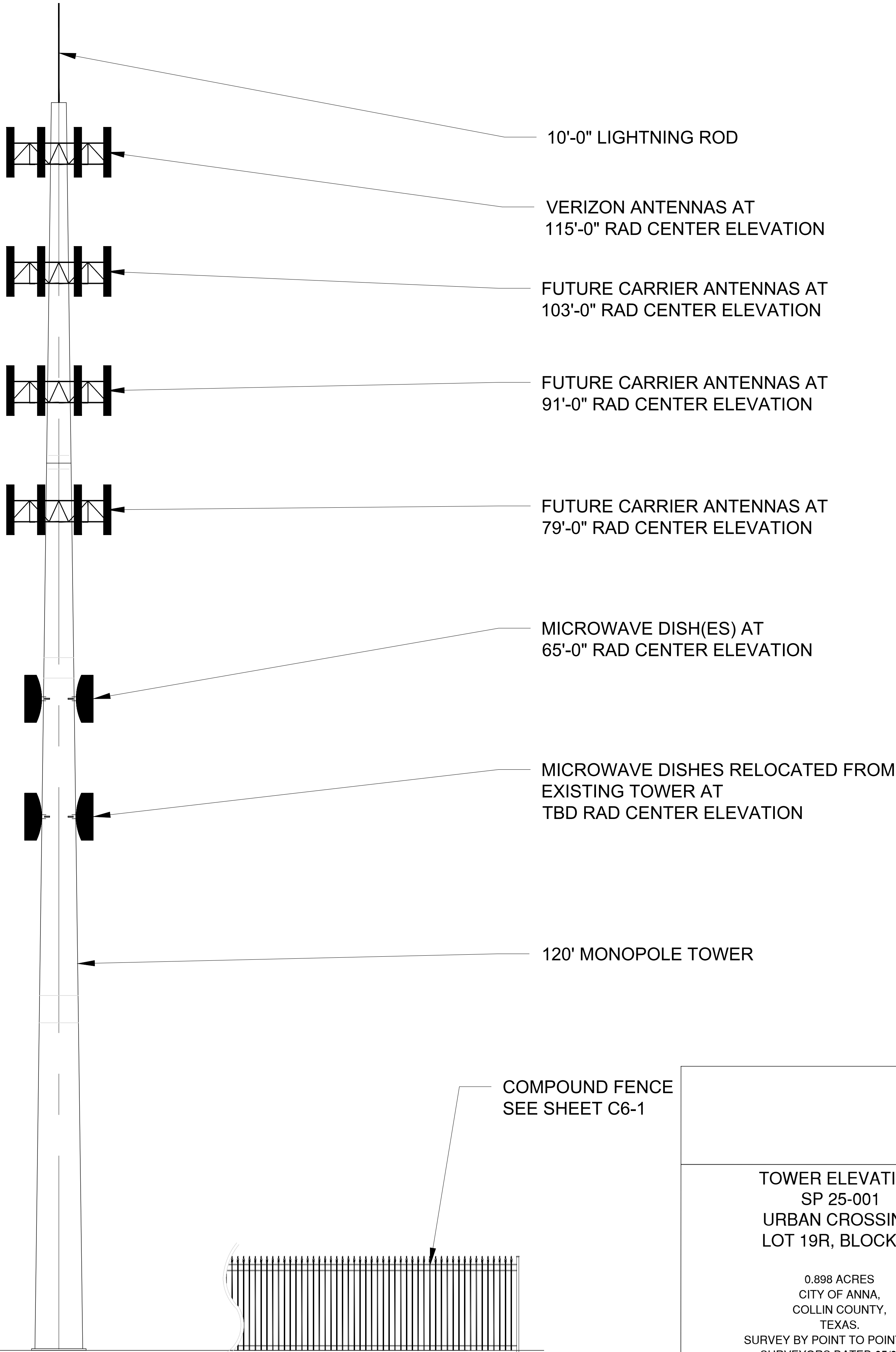
COMPOUND LAYOUT

SHEET NUMBER: **C2-1** REVISION: **0**

130'-0" TOTAL HEIGHT WITH APPURTENANCES

120'-0" TOP OF TOWER

THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS.



TOWER ELEVATION
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



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**SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC**
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY. OK 73114
405-753-7167

PROJECT NO: 1781
PROJECT NAME: FITZHUGH
911 ADDRESS: TBD CR 368, ANNA, TX 75409
DRAWN BY: RS
CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA
OWNER ADDRESS PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME: STEVE S.
OWNER PHONE #: 214-244-1541

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

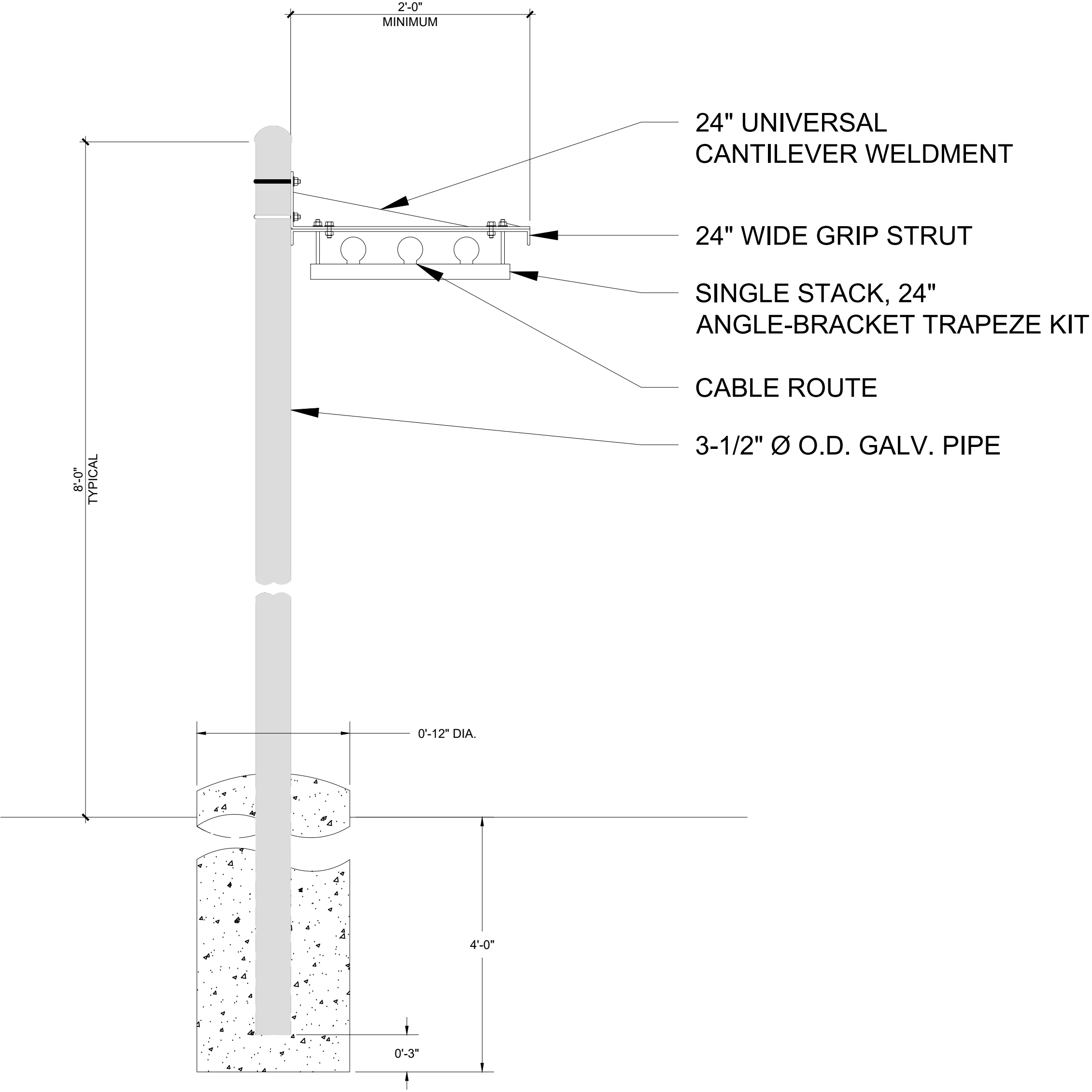
ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

TOWER ELEVATION

SHEET NUMBER: **C3-1** REVISION: **0**

POSTS TO BE SPACED MINIMUM 4'-0" O.C. AND MAXIMUM 10'-0" O.C.



WAVEGUIDE BRIDGE DETAIL

SCALE: N.T.S.

1
C3-3

GROUND EQUIPMENT DETAILS
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



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13431 BROADWAY EXT., SUITE
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PROJECT NO:	1781
PROJECT NAME:	FITZHUGH
911 ADDRESS:	TBD CR 368, ANNA, TX 75409
DRAWN BY:	RS
CHECKED BY:	RGH/MK/SLT

PROPERTY OWNER	URBAN CROSSING HOA
OWNER ADDRESS	PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME	STEVE S.
OWNER PHONE #	214-244-1541

ISSUED FOR:
APPROVAL

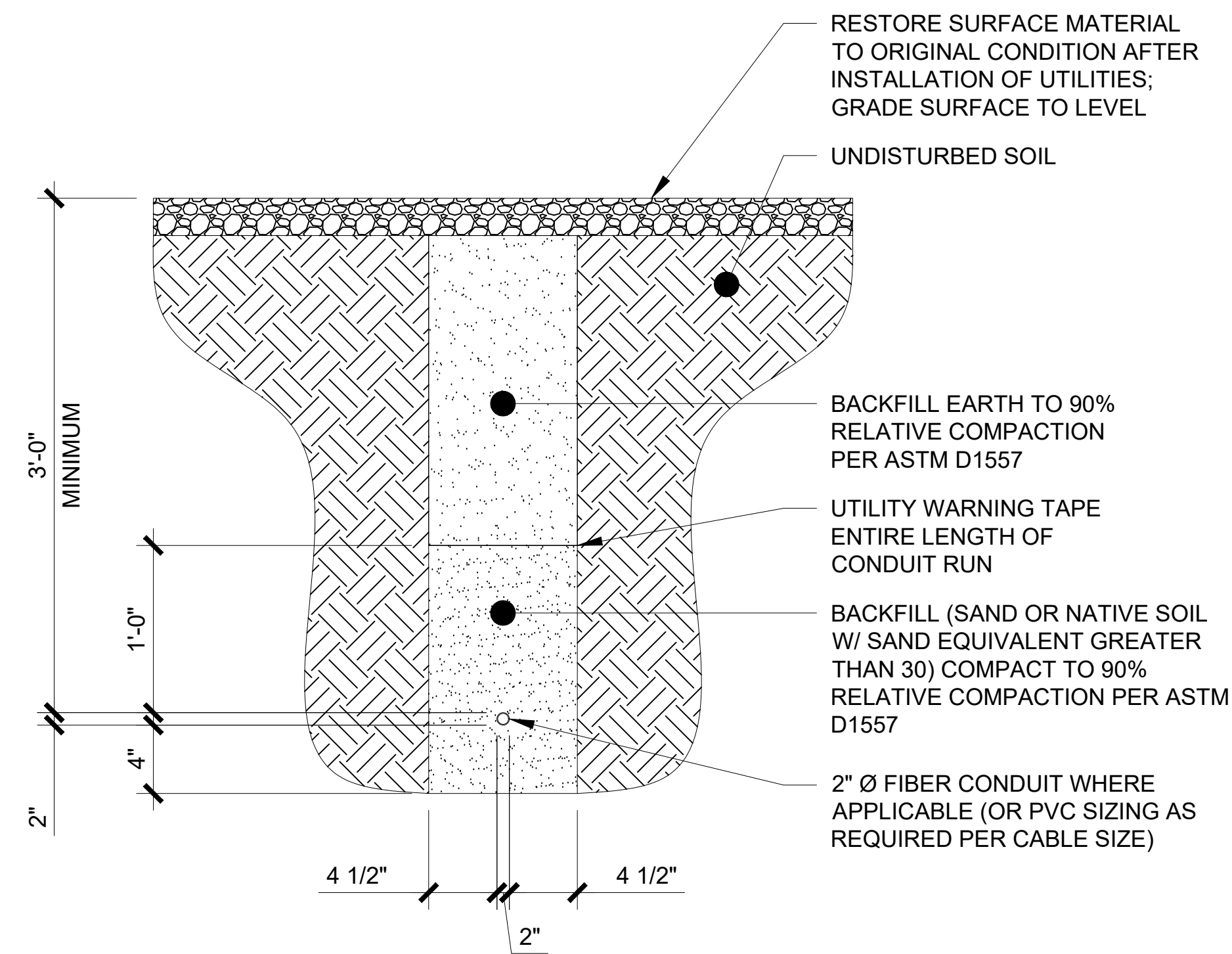
REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

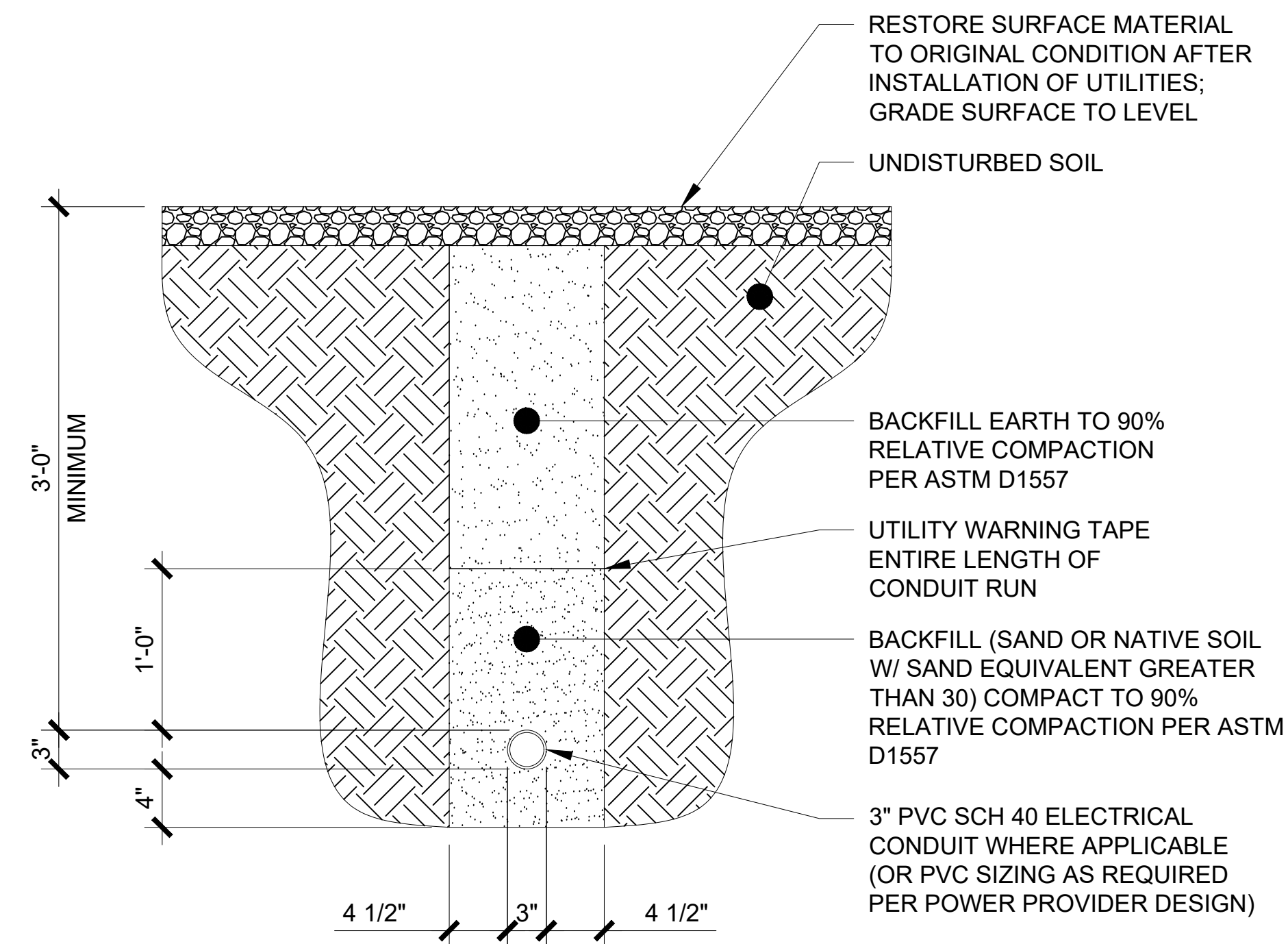
**GROUND
EQUIPMENT DETAILS**

SHEET NUMBER:	REVISION:
C3-3	0



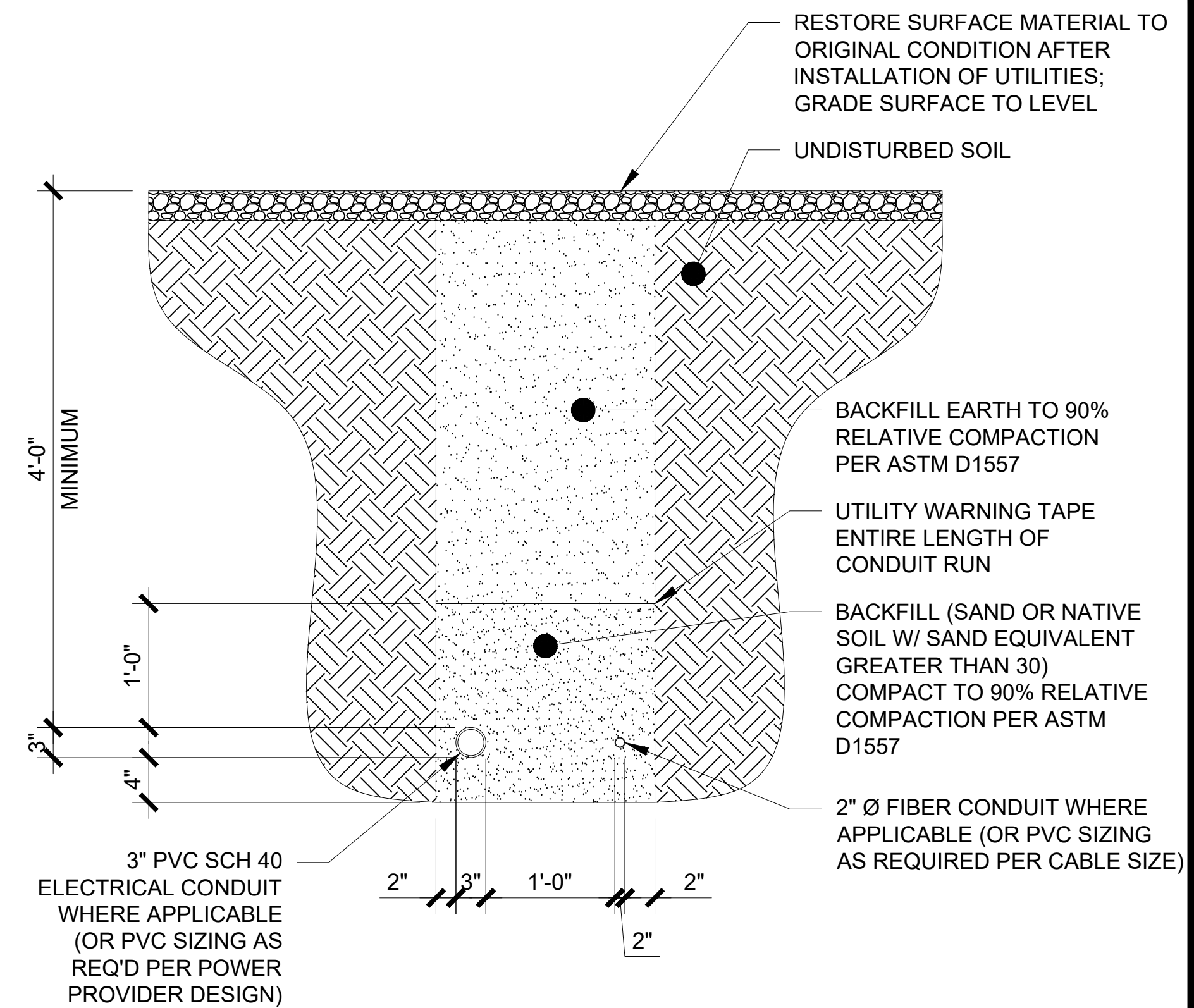
FIBER TRENCH DETAIL

SCALE: N.T.S.



ELECTRICAL TRENCH DETAIL

SCALE: N.T.S.



DUAL TRENCH DETAIL

SCALE: N.T.S.

**HEMPHILL®**

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TULSA, OK 74115
(918) 834-2200**



**SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY. OK 73114
405-753-7167**

PROJECT NO: 1781

PROJECT NAME:	FITZHUGH
---------------	----------

911 ADDRESS: TBD CR 368, ANNA, TX 75409

DRAWN BY: RS

CHECKED BY: RGH/MK/SLT

PROPERTY OWNER	URBAN CROSSING HOA
OWNER ADDRESS	PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME	STEVE S.
OWNER PHONE #	214-244-1541

ISSUED FOR:

APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

N.T.S.

TRENCHING DETAILS

SHEET NUMBER:

C3-6

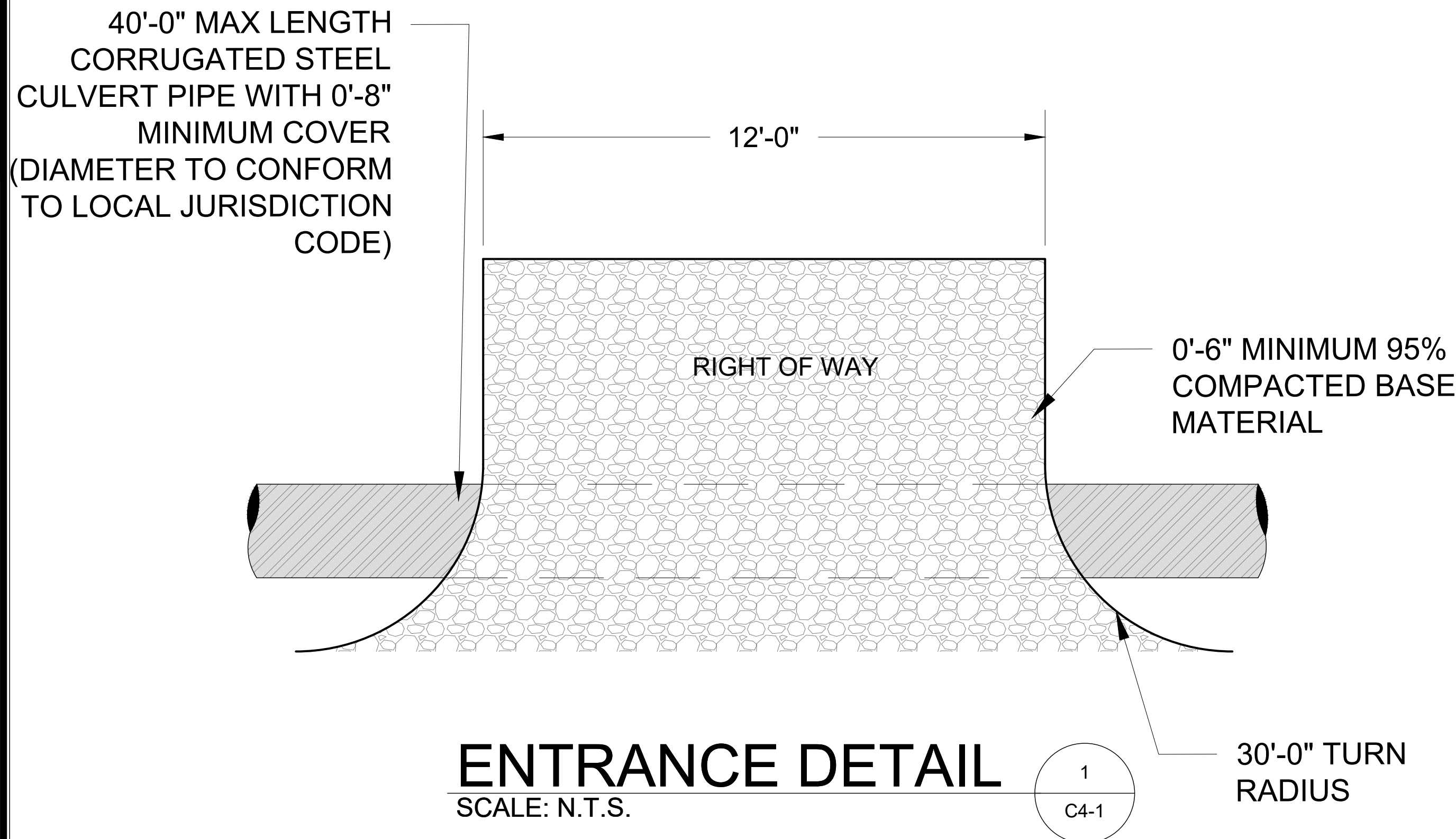
REVISION:

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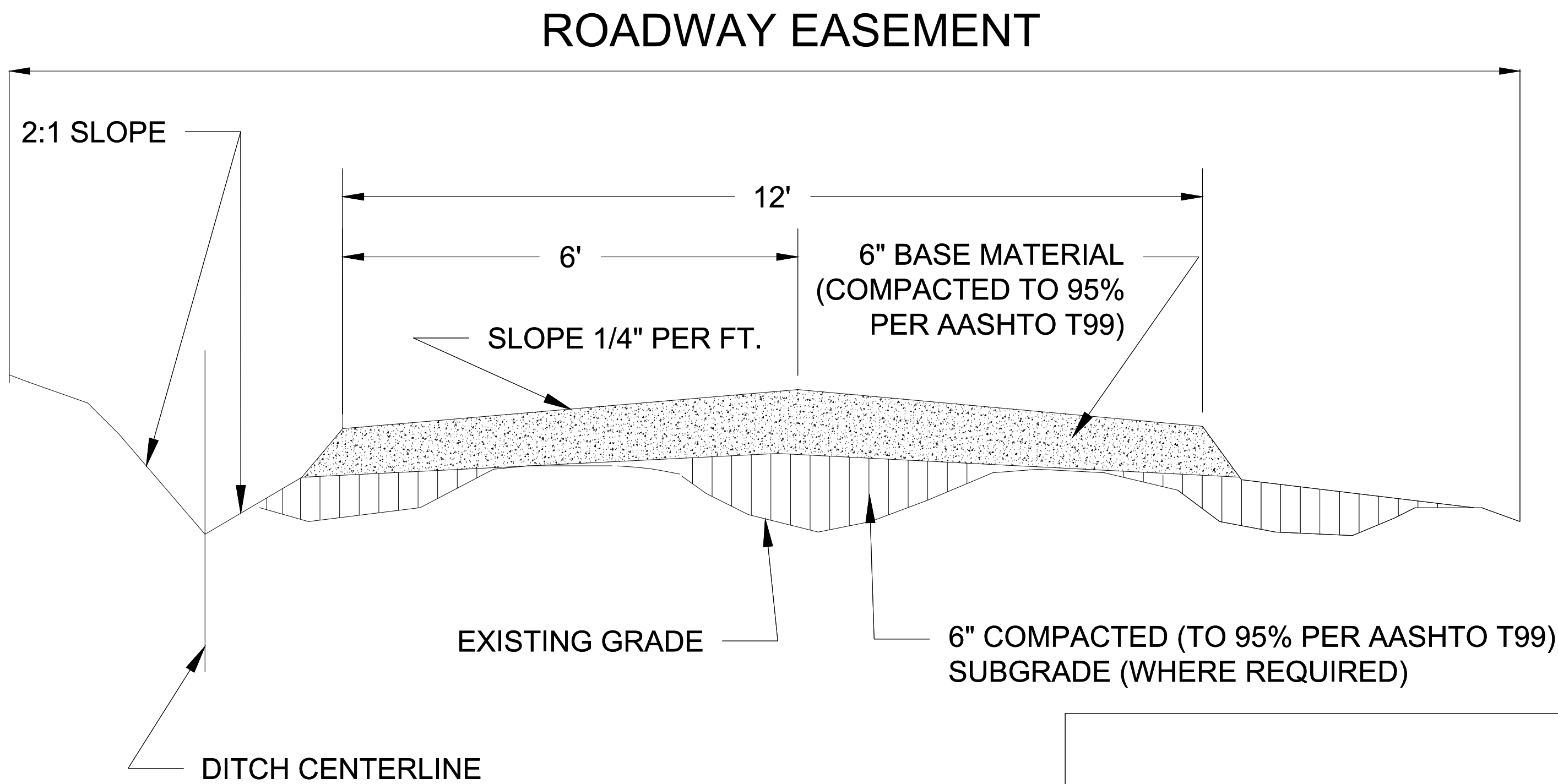
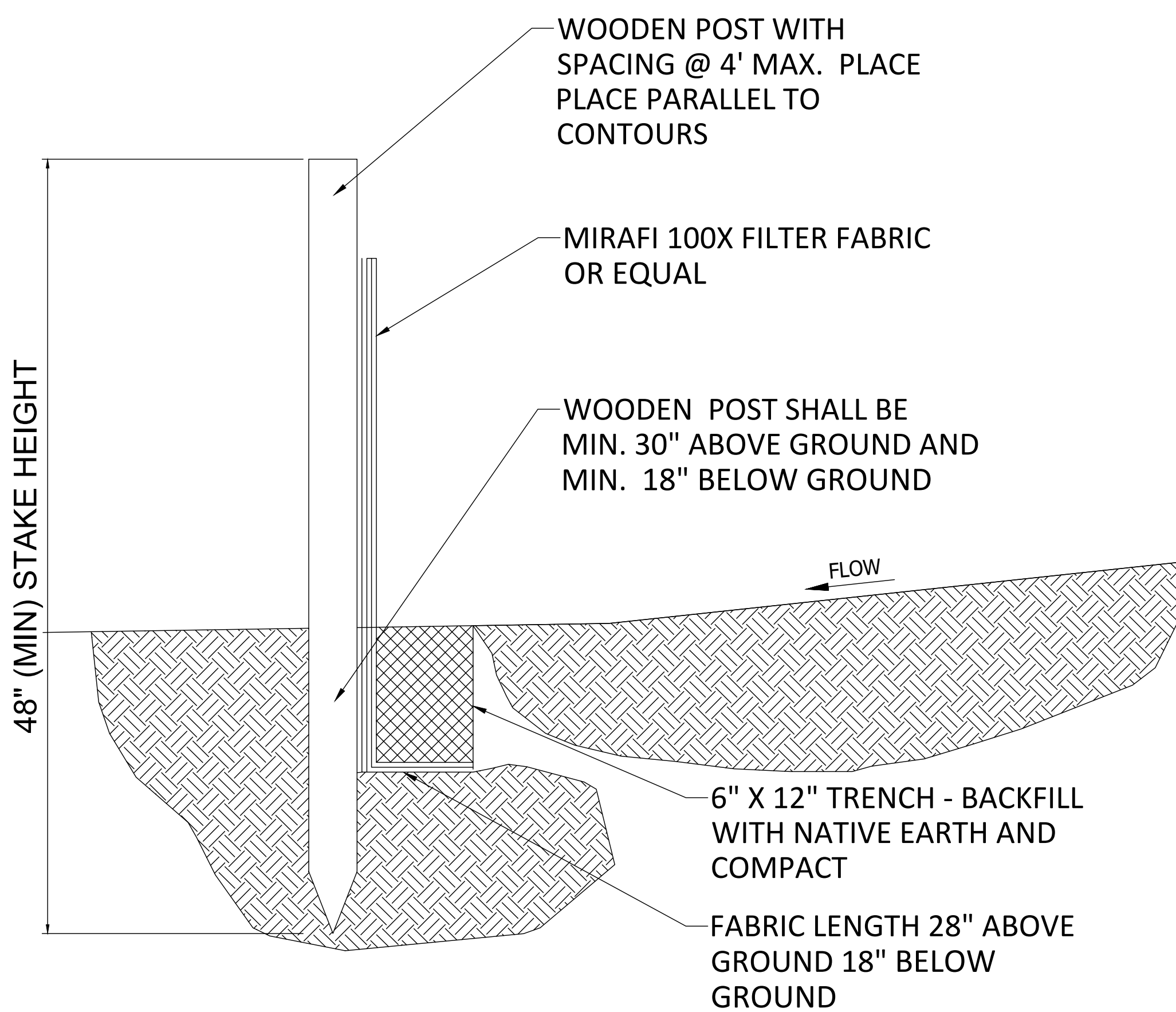
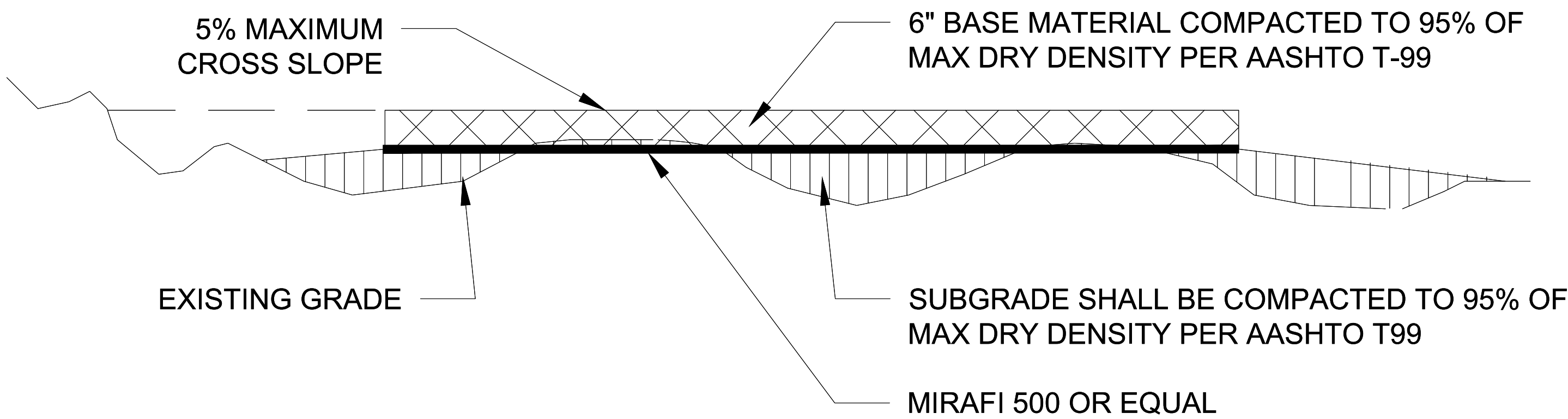
TRENCHING DETAILS
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS TO ENSURE THAT THE ENTRANCE MEETS ALL GOVERNING SPECIFICATIONS.



CONSTRUCTION SEQUENCE

- 1- INSTALLATION OF SILT FENCE - PRIOR TO ANY EARTH MOVING OPERATIONS, AS REQUIRED.
- 2- INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE.
- 3- STRIPPING AND STOCK PILING OF TOPSOIL AND ROUGH GRADING. TEMPORARY STABILIZATION WITHIN 15 DAYS.
- 4- CONSTRUCTION OF UNDERGROUND IMPROVEMENTS.

ROADWAY AND
COMPOUND DETAILS
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
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ABSTRACT NAME: URBAN CROSSING



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1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200



**SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC**
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT NO: 1781
PROJECT NAME: FITZHUGH
911 ADDRESS: TBD CR 368, ANNA, TX 75409
DRAWN BY: RS
CHECKED BY: RGH/MK/SLT

PROPERTY OWNER: URBAN CROSSING HOA
OWNER ADDRESS: PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME: STEVE S.
OWNER PHONE #: 214-244-1541

ISSUED FOR:
APPROVAL

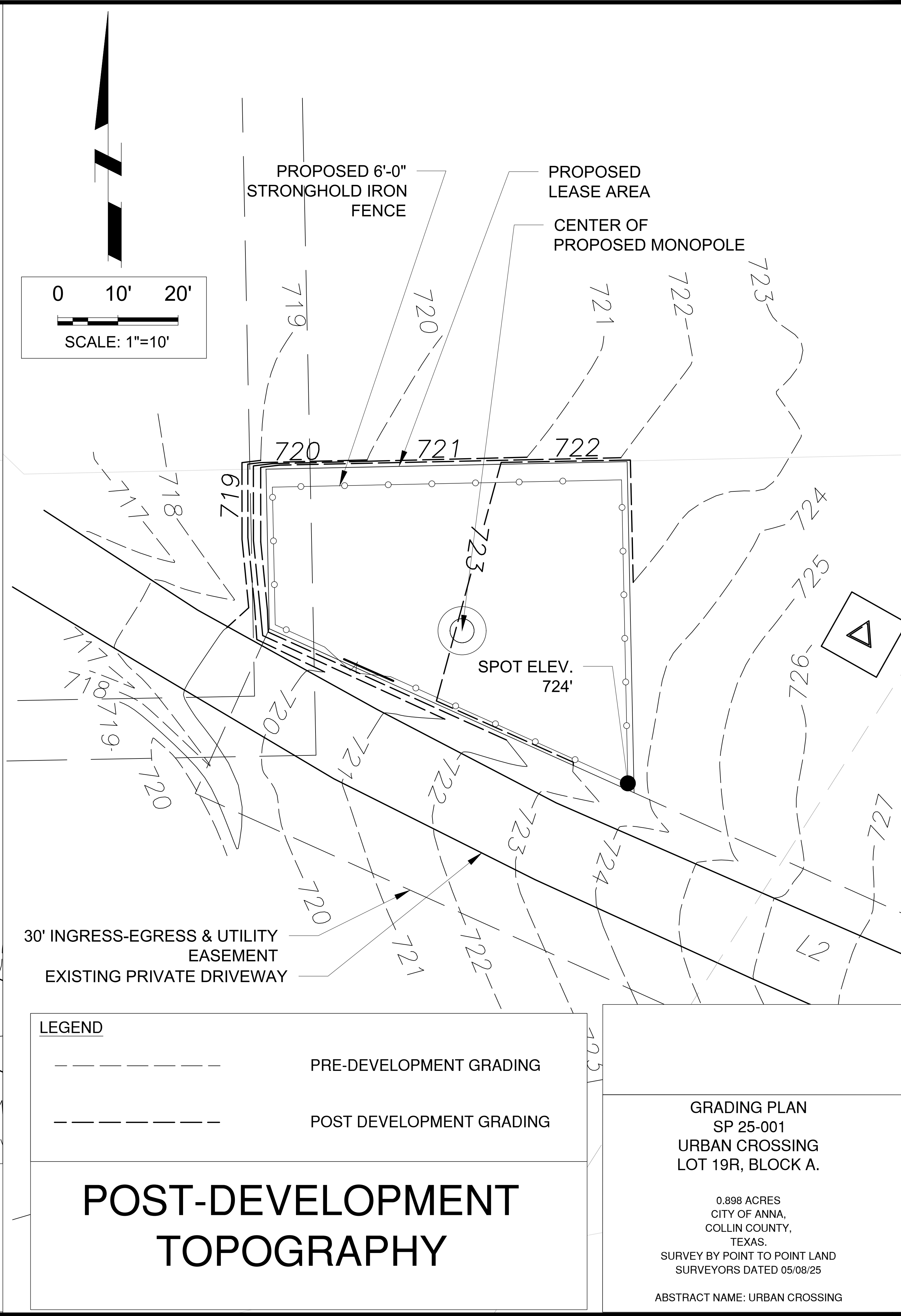
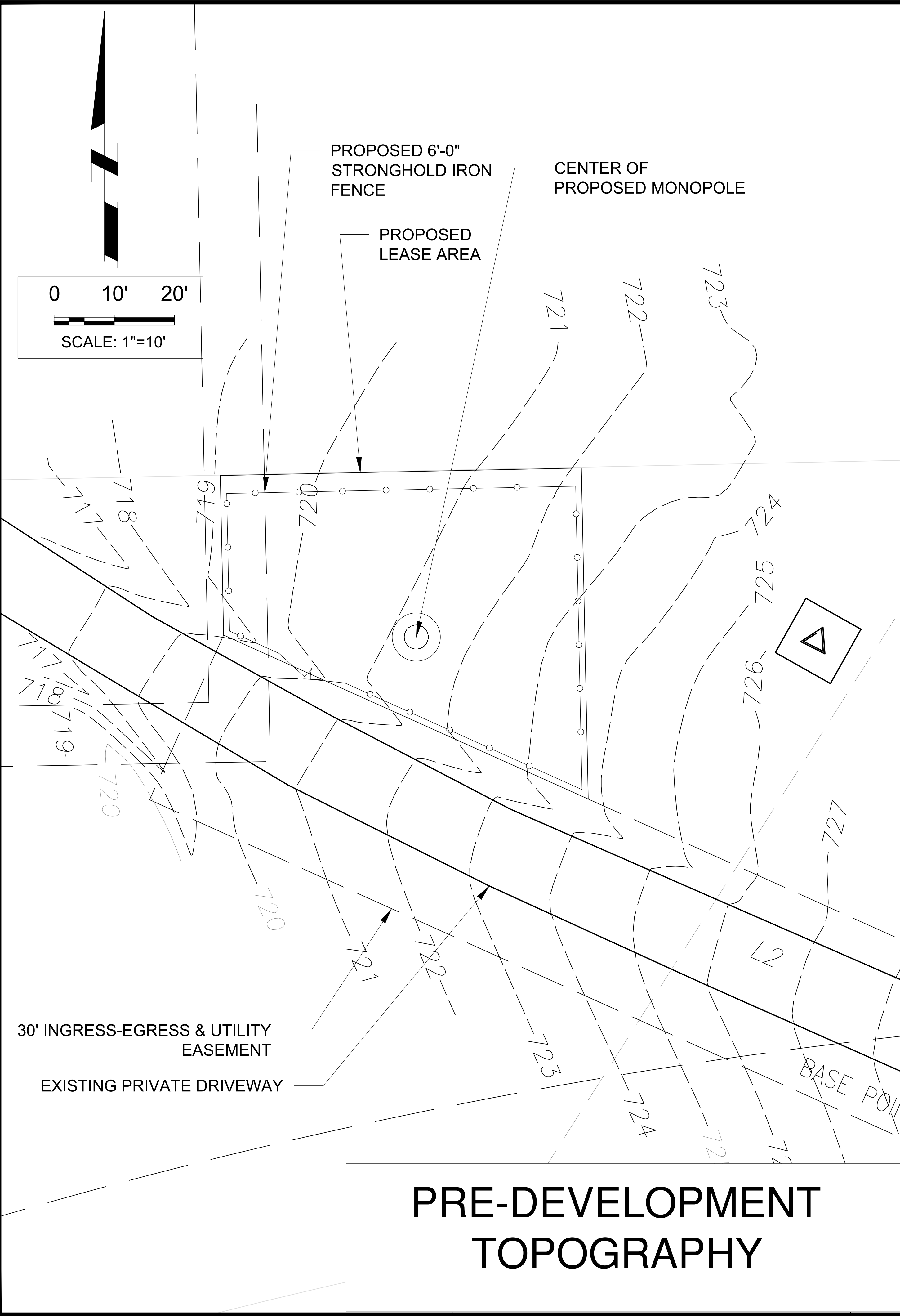
REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

**ROADWAY AND
COMPOUND DETAILS**

SHEET NUMBER: **C4-1** REVISION: **0**





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FIRM NO.: F-16740

SCALE

1"=10'

GRADING PLAN

SHEET NUMBER:	REVISION:
C5-1	0

LEGEND

PRE-DEVELOPMENT GRADING

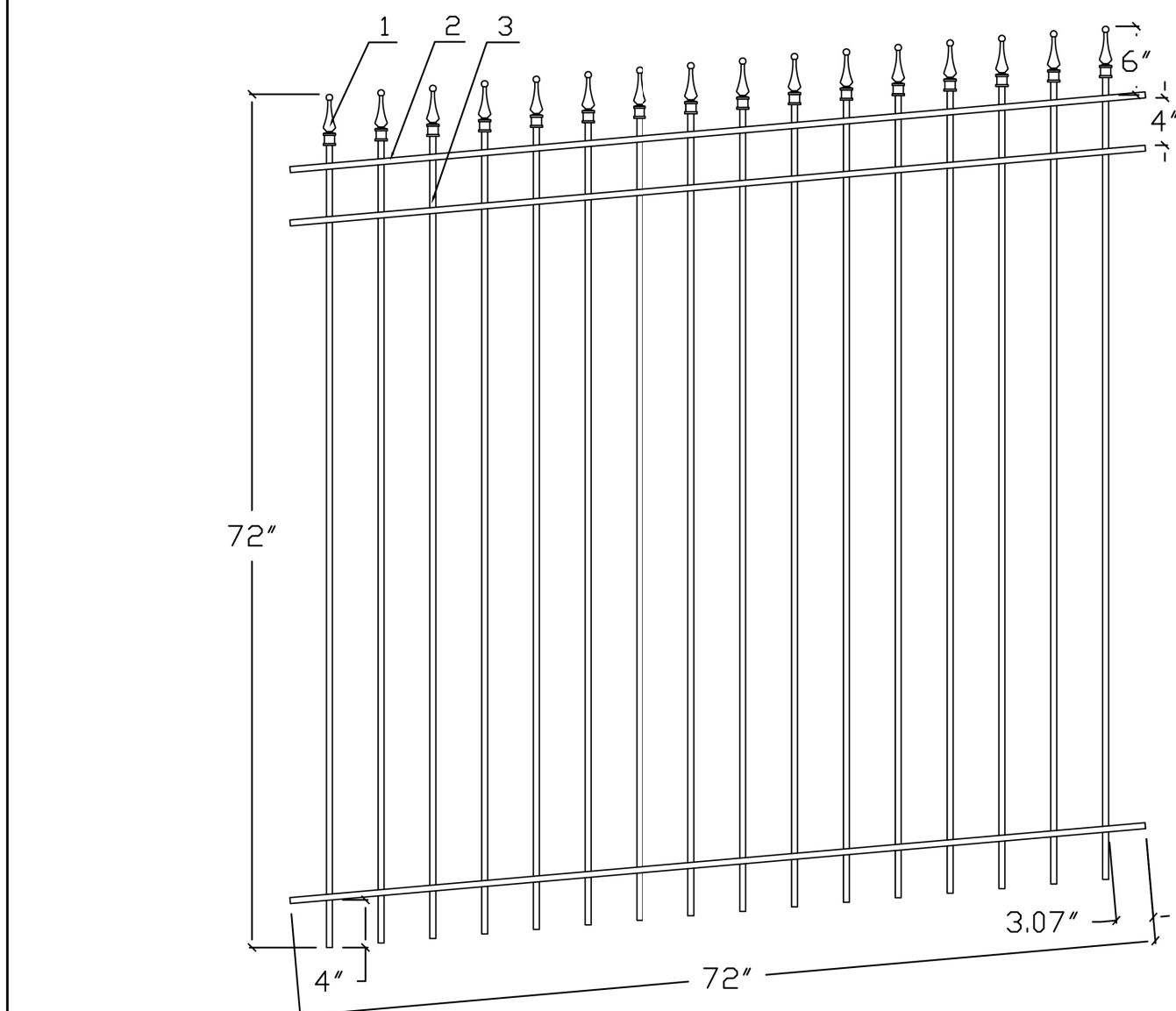
POST DEVELOPMENT GRADING

POST-DEVELOPMENT TOPOGRAPHY

GRADING PLAN
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25
ABSTRACT NAME: URBAN CROSSING

6'H X 6'W STRONGHOLD IRON RACKABLE FENCE PANEL
TRADITIONAL GRADE - STYLE #1: CLASSIC

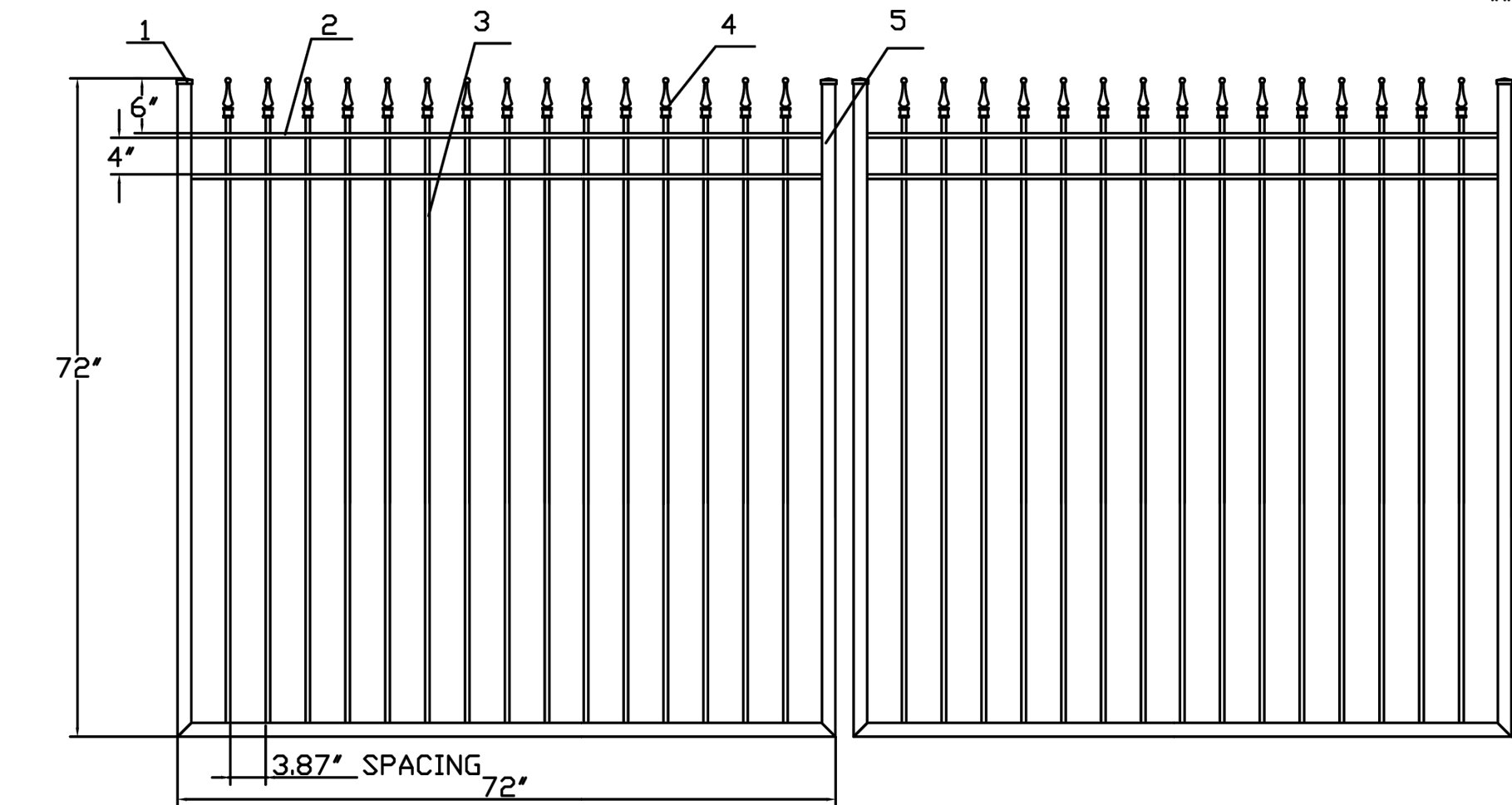


NO.	MATERIAL	QTY
1	CAST IRON FINIAL	16
2	1"X1/2"X1/8"	3
3	1/2"X1/2"X18ga	16

PERIMETER FENCING
**IRON • FENCE
SHOP**
ESTATE GATES
www.ironfenceshop.com
(800) 261-2729

TP0606BI-3R

6'H X 12'W STRONGHOLD IRON DOUBLE WALK GATE
TRADITIONAL GRADE - STYLE #1: CLASSIC



NO.	MATERIAL	QTY
1	CAST IRON CAP	4
2	1"X1/2"X1/8"	4
3	1/2"X1/2"X18ga	30
4	CAST IRON FINIAL	30
5	1-1/2"X1-1/2"X14ga	6

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TP0606-RGD

- STRONGHOLD IRON FENCE PARTS AND MATERIALS
SPECIFICATIONS -

PART 1.01: MATERIALS

- STEEL:** All steel material for the fence and gate system shall conform to the requirements of ASTM A-787 and ASTM A653 with minimum yield strength of 50,000 psi. All components are galvanized inside and out for superior rust protection.
- CAST IRON:** All iron components are made of ductile iron for superior strength (versus standard grey iron) and are galvanized prior to powder coating for extra rust protection. All iron pieces will be sand-cast.

PART 1.02: FENCE PANELS

1.02A - SIGNATURE GRADE FENCE PANELS

- HORIZONTAL RAILS:** Rail members will be constructed of 1 1/2" x 1/2" x 1/8" (11 gauge) cold rolled bar channel. Number of rails per piece will vary by panel style. Rails will be punched for picket pass-through and welding from underneath.
- PICKETS:** Material for the pickets will be 3/4" x 3/4" x 16 gauge square tubing.
- PICKET SPACING:** Standard pickets will have a 3.875" air gap in-between. Double or puppy pickets will have a 1.56" to 1.69" air gap.

- FINIALS:** Finial tips will be 6" tall x 2" wide and are sand-cast from ductile iron with a safety ball top as part of the casting. All cast iron finial tips will be welded to the picket.

PART 1.04A: SIGNATURE GRADE ESTATE DRIVEWAY GATES

- FRAME:** All estate gates will match fence panel styles and be framed with 2" x 2" x 11 gauge square tubing mitered and welded.
- HORIZONTAL RAILS:** Rail members will be constructed of 1 1/2" x 1/2" x 1/8" (11 gauge) cold rolled bar channel. Rails will be punched for picket pass-through and welding. Center horizontal rail provided for extra strength and easy automatic closer installation.

- PICKETS:** Material for the pickets will be 3/4" x 3/4" x 16 gauge square tubing.

- PICKET SPACING:** Standard pickets will have a 3.875" air gap in-between. Double or puppy pickets will have a 1.56" to 1.69" air gap.

- FINIALS:** Finial tips will be 6" tall x 2" wide and are sand-cast from ductile iron with a safety ball top as part of the casting. All cast iron finial tips will be welded to the picket.

PART 1.05: POSTS AND STANDARD HARDWARE

- STANDARD STEEL POSTS:** All posts used for hanging fence panels and walks gates will be 14 gauge and offered in a 2 1/2", 2 3/4", 3" and 4" square tube size. Lengths include 5 1/2', 6', 7', 8', and 9' with availability varying by post diameter.
- STEEL FLANGE POSTS:** Posts with a welded foot for mounting to surfaces will be 14 gauge and offered in a 2 1/2" square tube size. Lengths offered are 3', 4', 5' and 6'. Welded flange foot will be 3" square with a 1/2" hole in each corner for hardware.
- ESTATE GATE POSTS:** All heavy-duty estate gate posts will be 3/16" thick (7 gauge) and offered in a 4" and 6" square tube size. Available in 8' and 9' lengths.
- POST CAPS:** All post caps are comprised of sand-cast ductile iron. Offered in standard and ball style to match all available post sizes.
- SIGNATURE GRADE FENCE PANEL BRACKET:** Brackets are comprised of sand-cast ductile iron. The bracket has a 1.5" wide x 1/2" tall x 1" deep inner diameter (ID) and a 1.875" wide x 1" tall x 1" deep outer diameter (OD). A 3/4" tab with opening for a #14 hex head screw hangs below the bottom.

STRONGHOLD IRON FENCE FABRICATION

PART 2.01 - ASSEMBLY

- RAILS:** All horizontal rails will be cold rolled and punched at approximately 4 1/2" on center to provide an air gap of 3.875".
- PICKET TO RAIL WELDING:** All items will be firmly positioned square in a jig fixture and MIG welded with the use of an inert shielding gas to reduce splatter and insure good penetration. Each picket will be welded on at least two sides at the juncture of every rail. All weld spots are then coated in a zinc rich primer for extra rust protection.
- PICKET SPACING:** Standard pickets will have a 3.875" air gap in-between. Double or puppy pickets will have a 1.56" to 1.69" air gap.
- FINIAL TO PICKET WELDING:** Finials will be placed on top of pickets and then MIG welded on all four sides with the use of an inert shielding gas to reduce splatter and insure good penetration. All welds are then cleaned for appearance and coated in a zinc rich primer for extra rust protection.
- WALK AND DRIVE GATES:** All Gate frames are miter cut in the corners and MIG welded with the use of an inert shielding gas to reduce splatter and insure good penetration. Using gate jigs, the picket and rail components are then MIG welded to the frame. All welds are then cleaned for appearance and coated in a zinc rich primer for extra rust protection.

STRONGHOLD IRON FENCE FINISHING

PART 3.01 - FINISHING

- CLEANING:** All finished pieces are inspected for weld spatter and wire brushed accordingly. The inspected pieces then go through a 4-stage pretreatment and wash cycle to remove any impurities from handling and the manufacturing process.
- POWDER COATING:** A satin black polyester-based TGIC powder coating is electrostatically applied to a minimum 2.5 mils to all finished pieces. The powder contains a UV fade inhibitor to help resist fading of the finish.



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PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

N.T.S.

**COMPOUND
FENCE DETAILS**

COMPOUND FENCE DETAILS
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING

SHEET NUMBER: REVISION:

C6-1

0



0 5' 10'



SCALE: 1"=5'

PROPOSED 6'-0"
STRONGHOLD IRON
FENCE

PROPOSED 120'
MONOPOLE TOWER
SEE SHEET C3-1 FOR
ELEVATION DETAILS

PROPOSED H-FRAME

NOTES:

1. FOR ADDITIONAL INFORMATION
REFERENCE C2-1
2. COMPLETION OF ELECTRICAL SERVICE
SHALL BE PERFORMED BY LICENSED
ELECTRICAL CONTRACTOR

ELECTRIC, LIGHTNING
SP 25-001
AND TELCO PLAN
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
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REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

1"=5'

**ELECTRIC, LIGHTNING
AND TELCO PLAN**

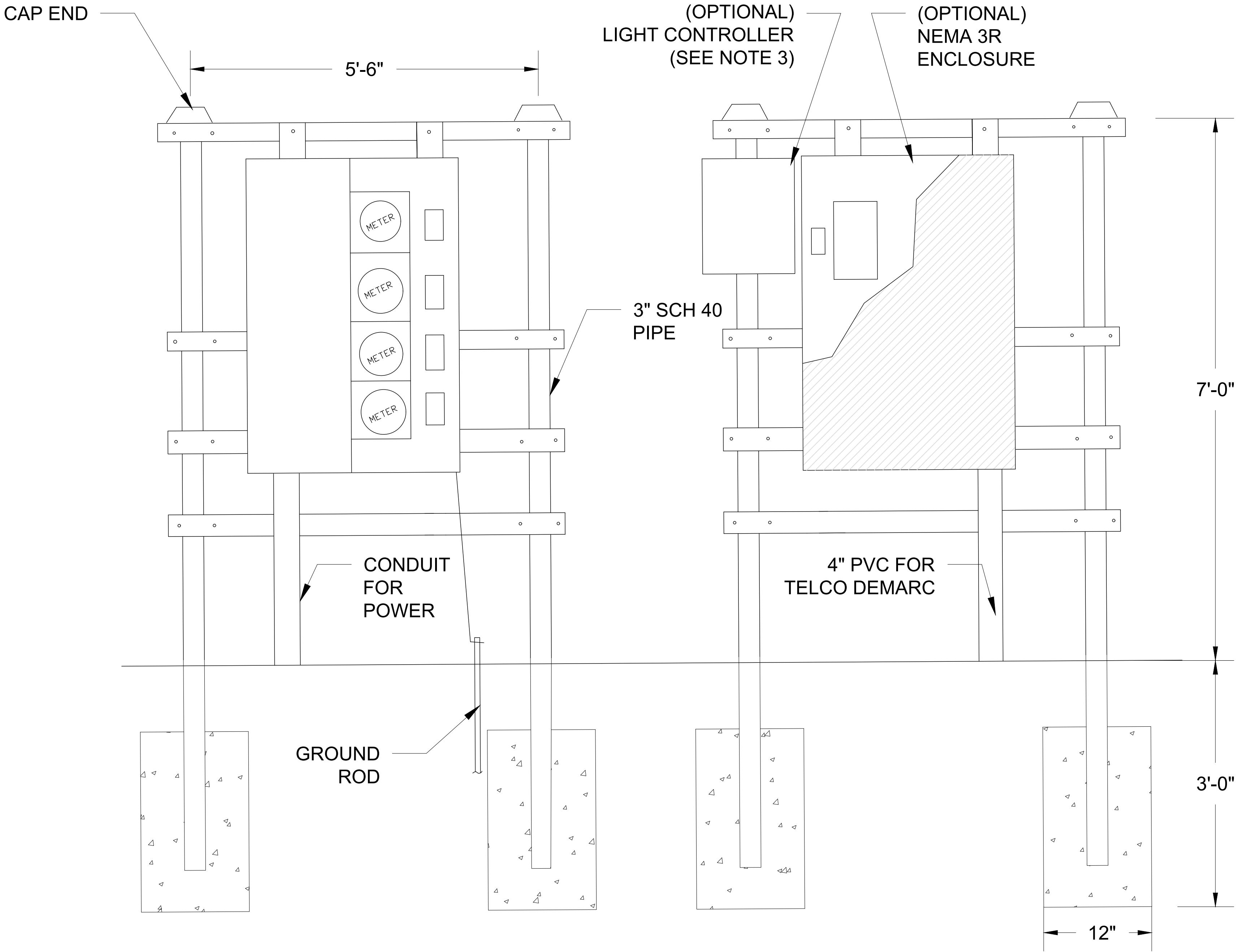
SHEET NUMBER: REVISION:

E1-1

0

NOTES

- 1 CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN, 120/240V, 400A, NEMA 3R WITH FOUR METER SOCKETS. METER CENTER SHALL BE FURNISHED WITH 200A METER AND 200A CIRCUIT BREAKER. CIRCUIT BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.
- 2 SHOULD CLIENT REQUEST A TELCO DEMARCATION BOX, CONTRACTOR SHALL PROVIDE AND INSTALL TELCO DEMARCATION BOX TO INCLUDE 48" X 48" X 12" NEMA 3R ENCLOSURE WITH BACKPLATE AND GFI RECEPTACLE (120V, 5A).
- 3 TOWER LIGHTING SHALL BE REQUIRED ON ALL TOWERS EXCEEDING 200' IN HEIGHT OR AS OTHERWISE REQUIRED BY FAA.
- 4 DIMENSIONS SHOWN ARE APPROXIMATE AND MAY BE ALTERED IN THE FIELD TO BETTER SUIT ACTUAL CONDITIONS OR EQUIPMENT RECEIVED.
- 5 ALL CONDUIT SHALL BE SCH. 40 PVC UNDERGROUND.
- 6 ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND BY THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING ENTITIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS AS ESTABLISHED BY ANSI, NEMA, NSFU, AND "UL" LISTED.
- 7 ALL CONDUIT SHALL HAVE A PULL STRING.
- 8 THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC, AND APPLICABLE CODES.
- 9 UNDERGROUND AND/OR OVERHEAD LINES SHALL BE OF THE SIZE AND MATERIAL NECESSARY TO MEET THE LOCAL CODE REQUIREMENTS.
- 10 ALL FRAME MEMBERS TO BE 1-5/8" X 1-5/8" P1000 UNISTRUT (EXCEPT FOR LEGS). CONNECT TO LEGS WITH U BOLTS



FRONT VIEW

SCALE: N.T.S.

1

E2-1

REAR VIEW

SCALE: N.T.S.

2

E2-1

COMPOUND LAYOUT
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
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TEXAS.
SURVEY BY POINT TO POINT LAND
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FIRM NO.: F-16740

SCALE

N.T.S.

ELECTRICAL
DETAILS

SHEET NUMBER:

E2-1

REVISION:

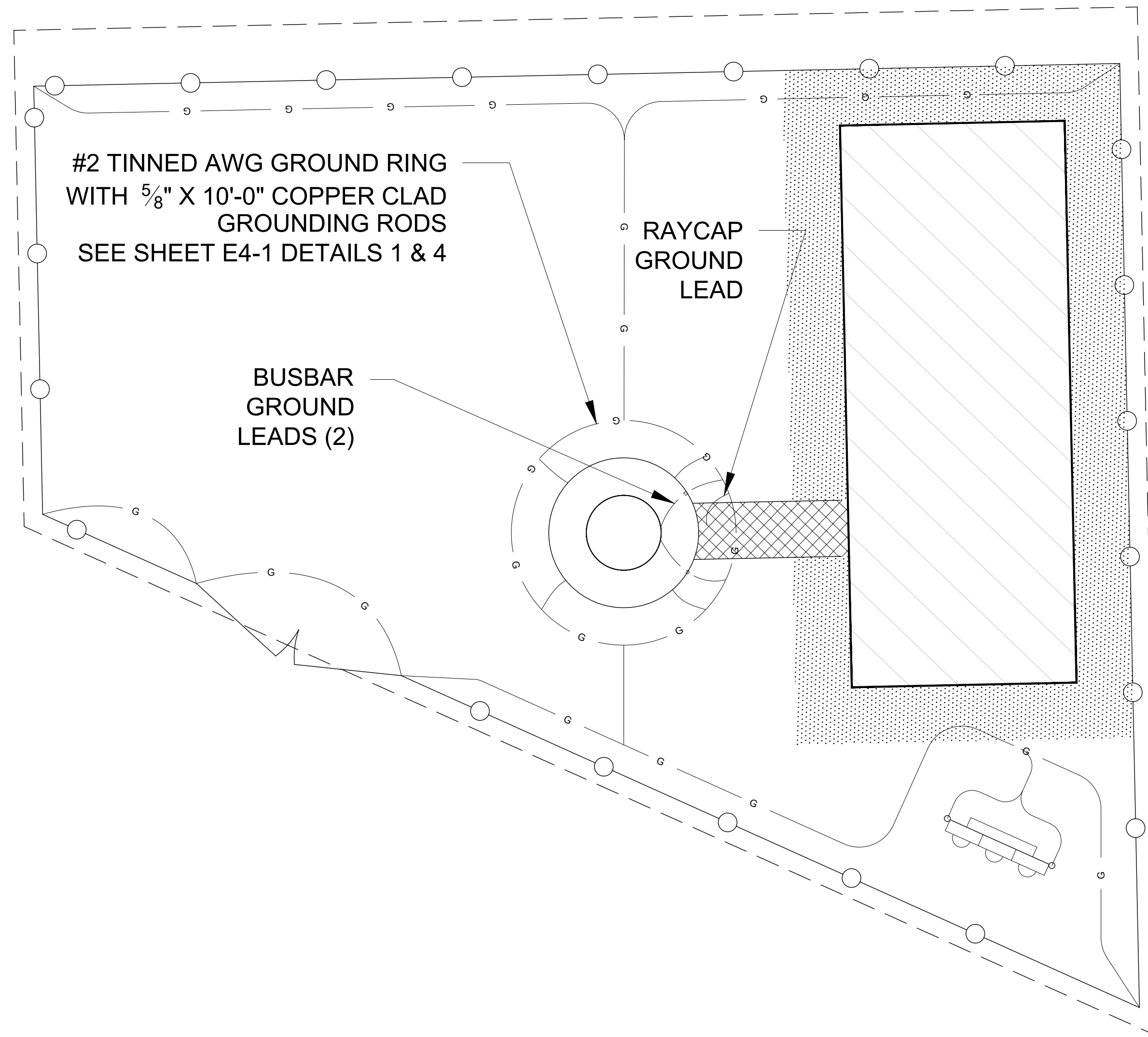
0



0 5' 10'



SCALE: 1"=5'



NOTES:

1. INFORMATION SHOWN IS FOR INFORMATION PURPOSES ONLY. DESIGN AND FINAL CONFIGURATION OF GROUNDING SYSTEM MAY VARY DEPENDING ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION.
2. GROUND RODS SHOULD BE NO CLOSER THAN 2FT TO TOWER FOUNDATION
3. TOWER GROUND RODS SHALL BE PLACED 20FT APART AT MINIMUM FOR TOWER GROUND RING, AND 8FT APART AT MINIMUM FOR ALL OTHER GROUND LEADS
4. REFERENCE SHEET C2-1 FOR ADDITIONAL INFORMATION

THIS PLAN IS PROPOSED CONSTRUCTION FOR THE SUBJECT SITE.

GROUNDING PLAN
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
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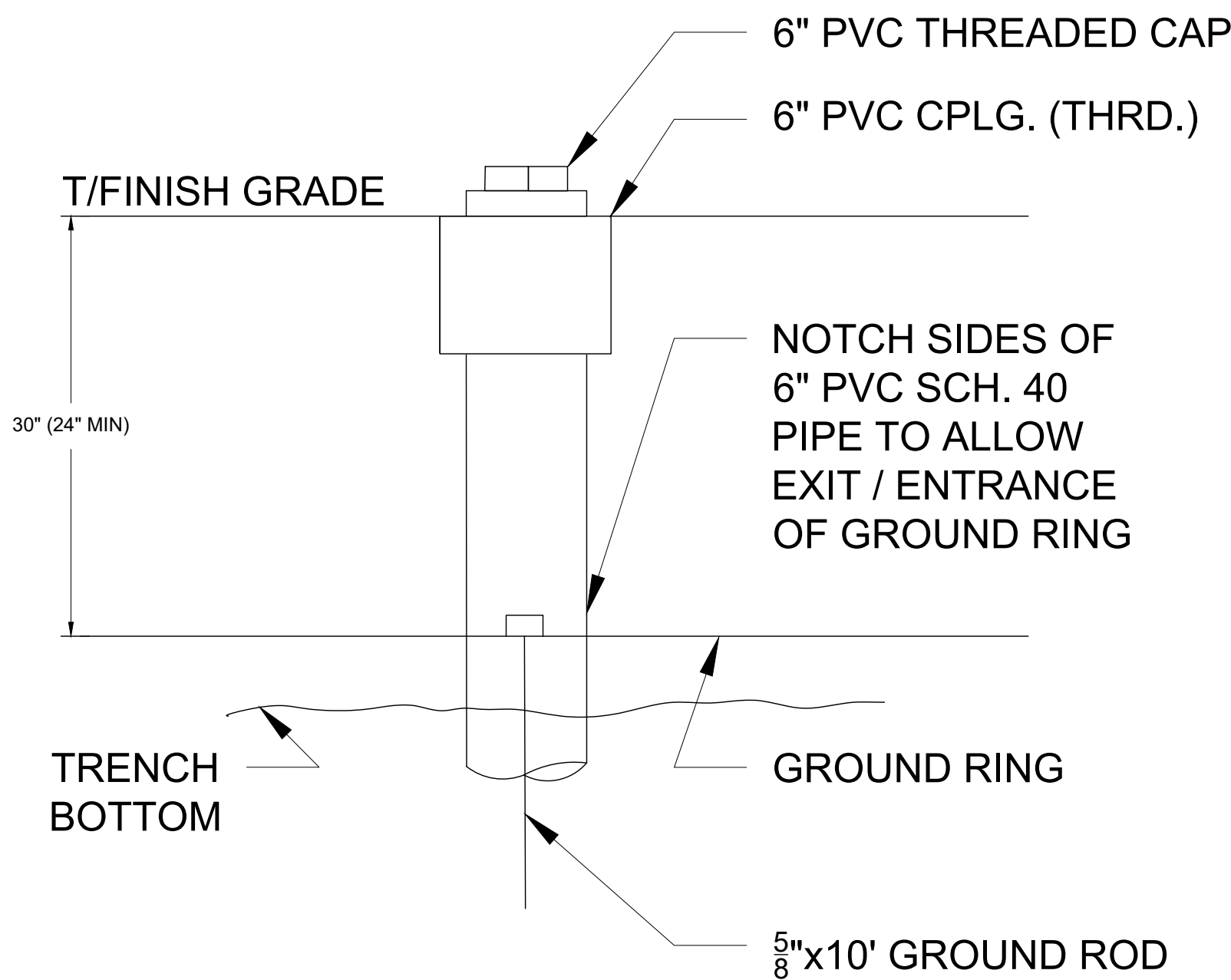
1"=5'

GROUNDING PLAN

SHEET NUMBER: REVISION:

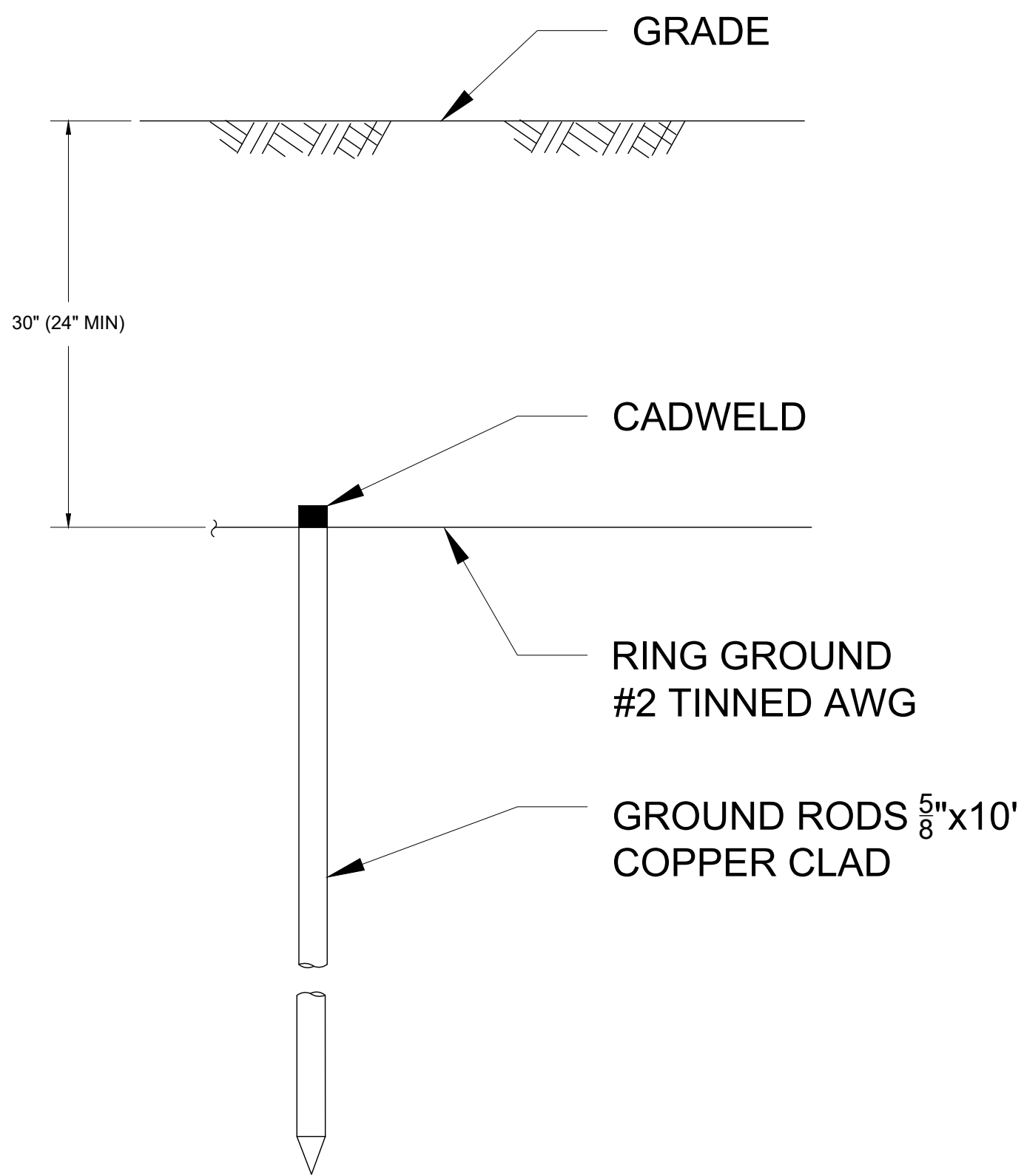
E3-1

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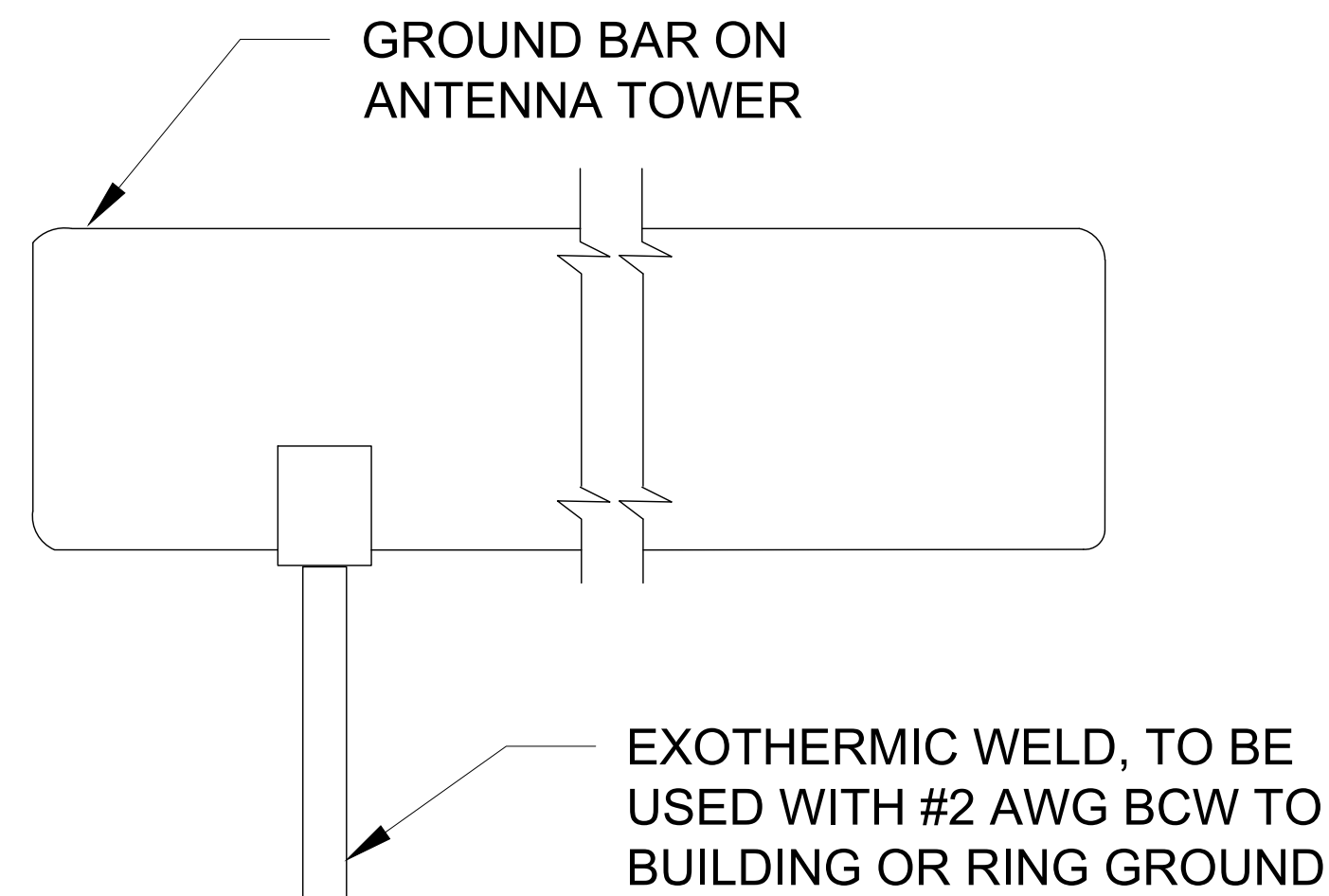
GROUNDING WELL
SCALE: N.T.S.

1
E4-1



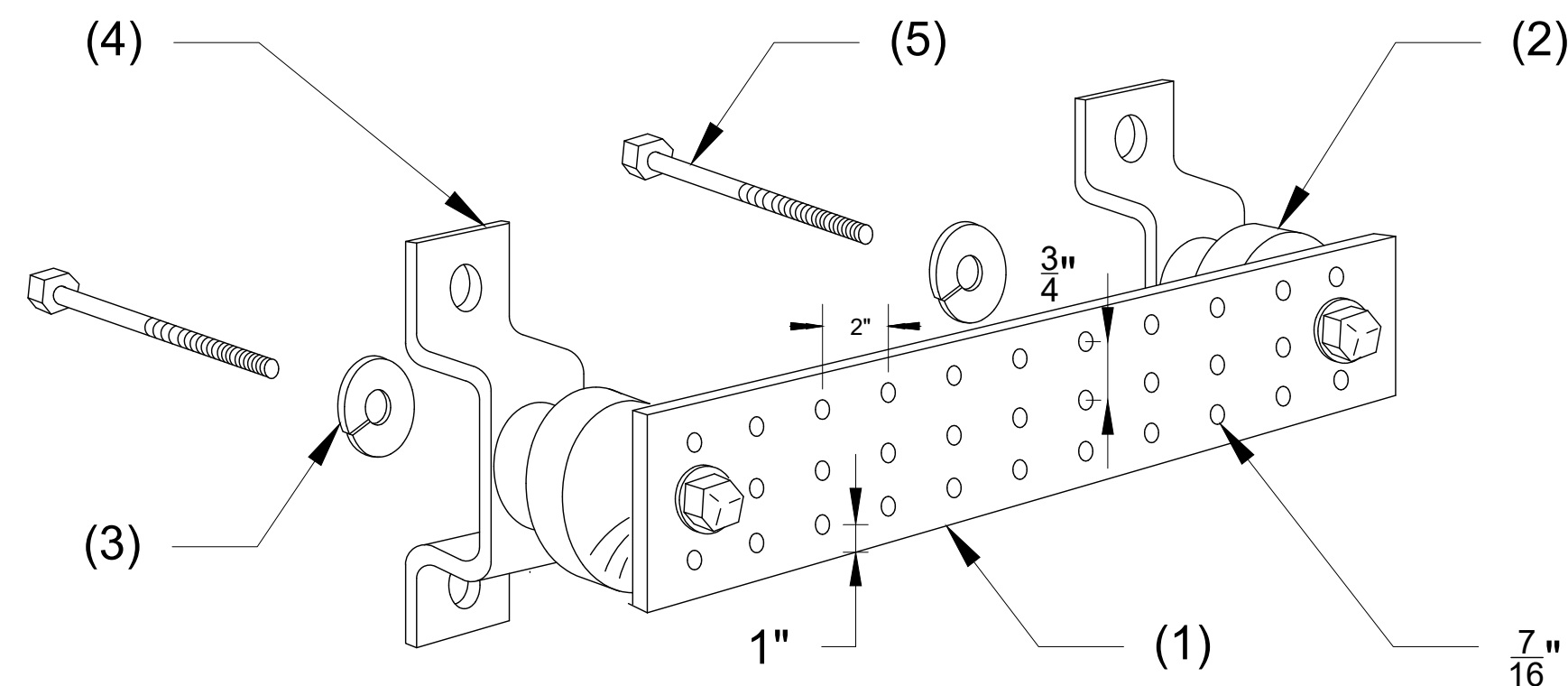
ROD AND RING GROUNDING
SCALE: N.T.S.

4
E4-1



INSTALLATION OF GROUND
WIRE TO GROUND BAR
SCALE: N.T.S.

2
E4-1

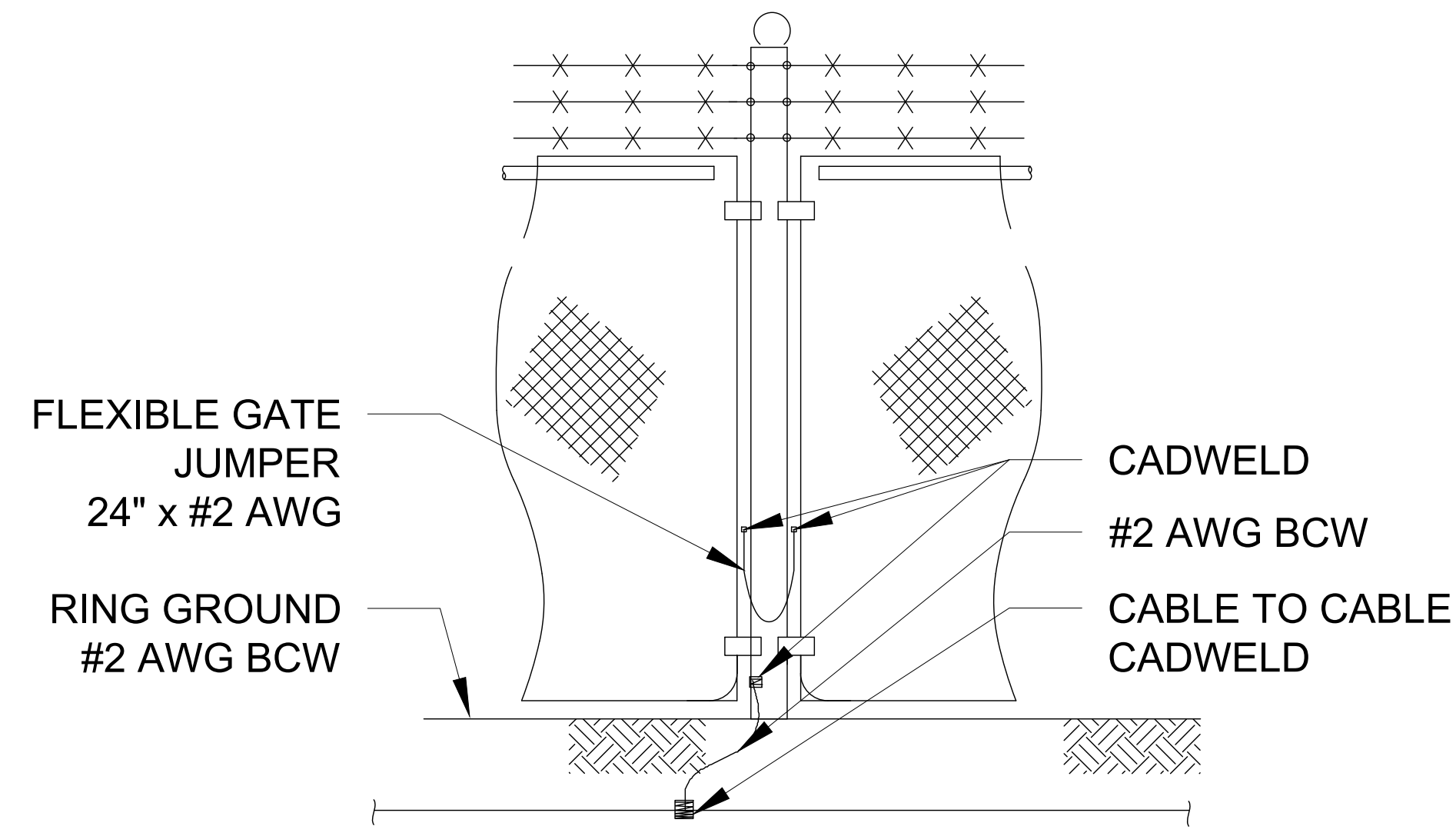


LEGEND

- (1) COPPER GROUND BAR, $\frac{1}{4}$ "x4"x20". HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
- (2) INSULATORS
- (3) $\frac{5}{8}$ " LOCKWASHERS
- (4) WALL MOUNTING BRACKET
- (5) $\frac{5}{8}$ -11x1" H.H.C.S. BOLTS

GROUND BAR DETAIL
SCALE: N.T.S.

5
E4-1



1. THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE
2. VERTICAL POST SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM, ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FEET
3. INSTALLATION OF FLEXIBLE GATE JUMPERS IS REQUIRED FOR ALL COMPOUND ACCESS GATES

FENCE GROUNDING
SCALE: N.T.S.

3
E4-1

COMPOUND LAYOUT
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

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SCALE
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GROUNDING
DETAILS

SHEET NUMBER: REVISION:

E4-1

0

CONSTRUCTION

GENERAL

General construction, electrical, tower and foundation drawings are interrelated. In performance of the work each contractor must refer to all drawings. Coordination is the responsibility of the general contractor.

SITE WORK

PART 1 - GENERAL

1. Work included: See Site Plan
2. Access road, turnaround areas and sites are constructed to provide a well-drained, easily maintained, even surface for material and equipment deliveries and maintenance personnel access.

3. SEQUENCING

- A. Confirm survey stakes and set elevation stakes prior to any construction.
- B. Grub the complete road (if applicable) and site area prior to foundation construction or placement of backfill or subbase materials.
- C. Construct temporary construction zone along access drive.
- D. Bring the site area to subbase course elevation and bring the access road to base course elevation prior to forming foundation.
- E. Soil stabilizer shall be Mirafi - 500X or equal.
- F. Grade, seed, fertilize and mulch disturbed areas immediately after bringing site and access road to base course elevation.
- G. Remove gravel from temporary construction zone to an authorized area or as directed by the owner's representative.

4. SUBMITTALS

- A. Before construction:

i. If landscaping is applicable to contract, submit two copies of the landscape plan under nursery letterhead. If a landscape allowance was included in the contract, provide an itemized listing of proposed costs on nursery letterhead (refer to plans for landscaping requirements).

5. WARRANTY

- A. In addition to the warranty on all construction covered in the contract documents, the contractor shall repair all damage and restore area as close to original condition as possible at site and surroundings.
- B. Disturbed area will reflect growth of new grass cover prior to final inspection.

PART 2 - PRODUCTS

1. MATERIALS

- A. Road and site materials shall conform to DOT specifications fill material - acceptable select fill shall be in accordance with State Department of Highway and Transportation standard specifications and approved by the owner's representative.
- B. Soil stabilizer shall be Mirafi - 500X or equal.

PART 3 - EXECUTION

1. INSPECTIONS

Local building inspectors shall be notified no less than 24 hours in advance of concrete pours, unless otherwise specified by jurisdiction.

2. PREPARATION

- A. Clear trees, brush and debris from site area and access road right-of-way.
- B. Prior to other excavation and construction, grub organic material to a minimum of six (6) inches below grade.
- C. Prior to placement of fill or base materials, roll the soil.
- D. Where unstable soil conditions are encountered, line the areas with stabilizer mat prior to placement of fill or base material.

3. INSTALLATION

- A. The site and turnaround areas shall be at the subbase course elevation prior to forming foundation. Grade or fill the site and access road as required in order that upon distribution of spoils resulting from foundation excavations, the resulting grade will correspond with said subbase course, elevations are to be calculated from finished grades or slopes indicated.
- B. Clear excess spoils, if any, from job site and do not spread beyond the limits of project area unless authorized by the owner's representative and agreed to by landowner.
- C. Bring the access road to base course elevations prior to use to permit construction and observation during construction of the site.
- D. Avoid creating depressions where water may pond.
- E. The contract shall include grading, banking and ditching, unless otherwise indicated.
- F. When improving an existing access road, grade the existing road to remove any organic matter and smooth the surface before placing fill or stone.
- G. Place fill or stone in six inch maximum lifts and compact before placing next lift.
- H. The top surface course shall extend a minimum of six inches beyond the site fence and shall cover the area as indicated.
- I. Apply riprap gravel to the slopes of all fenced areas and parking areas and all other slopes greater than 2:1.
- J. Apply seed, fertilizer and straw cover to all other disturbed areas, ditches, drainage and swales not otherwise ripped.
- K. Apply seed and fertilizer to surface conditions which will encourage rooting. Rake areas to be seeded to even the surface and loosen the soil.
- L. Sow seed in two directions to twice the quantity recommended by the seed producer.

4. PROTECTION

- A. Protect seeded areas from erosion by spreading straw to a uniform loose depth of 1 - 2 inches, stake and tie down as required. Use of erosion control mesh or mulch net will be an acceptable alternate.
- B. Protect all exposed areas against washouts and soil erosion, place straw bales at the inlet approaches to all new or existing culverts. Where the site or road areas have been elevated immediately adjacent to the rail line, stake erosion control fabric full length in the swale to prevent contamination of the rail ballast.

5. The required structural fill operation to the grades indicated for PCS equipment shelters shall be performed as follows:

- A. The structural fill material shall be placed in lifts not exceeding six inches in loose thickness.
- B. Each layer of structural fill material placed shall be compacted to a minimum of 95° of maximum density obtainable by ASTM compaction test designation D-337-66T for cohesive fill or 75% relative as determined by ASTM D-2049-64T for cohesionless fill, whichever is greater.
- C. The final grade of structural fill for all footings shall be capable of supporting the design soil bearing pressure load of 3,000 lbs. per square foot minimum.

FENCING AND GATE(S)

PART 1 - GENERAL

1. Work included: See plan for location of fence and gate(s).

2. QUALITY ASSURANCE

All steel materials utilized in conjunction with this specification will be galvanized or stainless steel. Weight of zinc coating of the fabric shall not be less than 12 ounces per square foot of material covered. Posts shall be hot-dipped galvanized.

3. SEQUENCING

If the site has been brought up to surface course elevation prior to the fence construction, fence post excavation spoils must be controlled to preclude contamination of said surface course.

4. SUBMITTALS

- A. Manufacturer's descriptive literature.
- B. Certificate or statement of compliance with the specifications.

PART 2 - PRODUCTS

1. FENCE MATERIAL

- A. All fabric wire, rails, hardware and other steel materials shall be hot-dipped galvanized.
- B. Fabric shall be six-foot height two-inch chain link mesh of No. 9 gauge wire. The fabric shall have a knuckled finish for the top selvages. Fabric shall conform to the specifications of ASTM A-392 Class 1.
- C. Barbed wire shall be double-strand, 12-1/2 gauge twisted wire strand with 14-gauge, 4-point round barbs spaced on five-inch centers, conforming to ASTM A121 Design # 12-4-5-14R Type 2.
- D. All posts shall be mechanical service pipe and shall be Type 1 ASTM F1083, High Strength (50 Ksi) Schedule 40 pipe, ASTM F1043 Group 1A, and of the following diameter (I.D. per fence industry standards).

Line2 inches

Corner3 inches

Gate4 inches
- E. Gate posts shall be extended 12 inches, including dome cap, to provide for attachment of barbed wire.
- F. All top and brace rails shall be 1-1/2" diameter mechanical service pipe. Frames shall have welded corners.
- G. Gate frame and braces shall be 1-5/8" diameter Schedule 40 mechanical service pipe. Frames shall have welded corners.
- H. Gate frame shall have a full height vertical brace and a full width horizontal brace, secured in place by use of gate brace clamps.
- I. Gate hinges shall be Merchants Metal Model 6-4386-hinge adapter with Model 6-409, 188 degree attachment.
- J. The quide (latch assembly) shall be heavy industrial gate latch. Master Halco #17221.
- K. Latches and stops shall be provided for all gates.
- L. All stops shall have keepers capable of holding the gate leaf in the open position.
- M. A No. 7 gauge zinc coated tension wire shall be used at the bottom of the fabric terminated with bank clips at corner and gateposts, conforming to ASTM A824 Type II.
- N. A six-inch by 1/2-inch diameter eyebolt to hold tension wire shall be placed at the line posts.
- O. Stretcher bars shall be 3/16-inch by 3/4-inch or have equivalent cross-sectional area, and conform to ASTM F626, having a minimum zinc coating of 1.2oz/sq-ft.
- P. All corner gate and panels shall have a 3/8-inch truss rod with turnbuckles.
- Q. All posts except gateposts shall have a combination cap and barbed wire supporting arm. Gateposts shall have a dome cap.
- R. Other hardware includes but may not be limited to the clips, band clips and tension band clips.
- S. Barbed wire gate guards shall be fitted with dome caps.
- T. Barbed wire support arms shall be cast iron with set bolt and lock wire in the arm.
- U. All caps shall be cast steel.
- V. Where the use of concertina has been specified, 24-inch diameter coil barbed tape, stainless steel, cyclone fence model gap to Type III shall be furnished. It shall be supported above the top rail by use of six wire barbed wire arms positioned atop each line/corner post.

GENERAL NOTES
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



HEMPHILL®
1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200



SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY, OK 73114
405-753-7167

PROJECT NO:	1781
PROJECT NAME:	FITZHUGH
911 ADDRESS:	TBD CR 368, ANNA, TX 75409
DRAWN BY:	RS
CHECKED BY:	RGH/MK/SLT

PROPERTY OWNER	URBAN CROSSING HOA
OWNER ADDRESS	PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME	STEVE S.
OWNER PHONE #	214-244-1541

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

GENERAL NOTES

SHEET NUMBER:	REVISION:
G1-1	0

PART 3 - EXECUTION

1. INSPECTION

To confirm proper depth and diameter of post hole excavations, all post holes will be excavated as per construction documents.

2. INSTALLATION

- A. Foundations shall have a minimum six-inch concrete cover under post.
- B. All fence posts shall be vertically plumb plus/minus one-quarter inch.
- C. At corner posts, gateposts and sides of gate frame, fabric shall be attached with stretcher and tension band-clips at fifteen inch intervals.
- D. At line posts, fabric shall be attached with band-clips at fifteen inch intervals.
- E. Fabric shall be attached to brace rails, tension wire and truss rods with tie clips at two foot intervals.
- F. A maximum gap of two inches will be permitted between the chain link fabric and the final grade.
- G. Gate shall be installed so locks are accessible from both sides.
- H. Gate hinge bolts shall have their threads peened or welded to prevent unauthorized removal.
- I. Concrete to be a minimum of 3,000 psi.

3. PROTECTION

Upon completion of erection, inspect fence material and paint field cuts or galvanizing breaks with zinc-based paint, color to match the galvanized metal.

Applicable Standards:

- ASTM-A120 Specification for pipe, steel black and hot-dipped, zinc coated (galvanized) welded and seamless.
- ASTM-A123 Zinc (hot-dipped galvanized) coated steel chain link fence fabric.
- ASTM-A153 Specification for zinc coating (hot-dip) on iron and steel hardware.
- ASTM-A392 Specification for zinc-coated steel chain link fence fabric.
- ASTM-A431 Specification for aluminum-coated steel chain link fence fabric.
- ASTM-A525 Standard specification for steel sheet zinc coated (galvanized) by the hot-dipped process.
- ASTM-A535 Specification for aluminum coated steel barbed wire.
- ASTM-A570 Specification for hot-rolled carbon steel sheet and strip, structural quality.
- Federal Specification RR-F-191 Fencing Wire and Post Metal (and Gates, Chain Link Fence Fabric and Accessories)

ELECTRICAL

1. Contractor shall review the contract documents prior to the ordering of the electrical equipment and starting the actual construction. Contractor shall issue a written notice of all findings to the architect listing any discrepancies or conflicting information.

2. Verify exact locations and mounting heights of electrical equipment with owner prior to installation.

3. All materials and equipment shall be new and in good working condition when installed and shall be of the best grade and of the same manufacturer throughout for each class or group of equipment. Materials shall be listed "J" where applicable. Materials shall meet with approval of all governing bodies having jurisdiction. Materials shall be manufactured in accordance with applicable standards established by ANSI, NEMA, NSFU and "UL" listed.

4. All conduit shall have a pull string.

5. Provide Project Manager with one set of complete electrical "As Installed" drawings at the completion of the job showing actual dimensions, routing and circuits.

6. The entire electrical installation shall be grounded as required by IBC, NEC and all applicable codes.

7. Patch, repair and paint any area that has been damaged in the course of the electrical work.

8. Wire and cable conductors shall be copper 600 amp, type THHN or THWN with a minimum size of #2 AWG color-coded. All rectifier drops shall be stranded to accept crimp connectors.

9. All chemical ground rods shall be "UL" approved.

10. Meter socket amperes, voltage, number of phases shall be as noted on the drawings, manufactured by Milbank or approved equal and shall be utility company approved.

11. CONDUIT

- A. Electrical metallic tubing shall have UL label; fitting shall be gland ring compression type.
- B. Flexible metallic conduit shall have UL listed label and may be used where permitted by code. Fittings shall be "Jake" or "Squeeze" type. All flexible conduits shall have full length ground wire.
- C. All underground conduit shall be PVC Schedule 40 with UV protection (unless noted otherwise) at a minimum depth of 24" below grade.

12. Contractor to coordinate with utility company for connection of temporary and permanent power to the site. The temporary power and all hookup costs are to be paid by the contractor.

13. All electrical equipment shall be labeled with permanent engraved plastic labels with white on blue background lettering (minimum letter height shall be 1/4"). Nameplates shall be fastened with stainless steel screws, not adhesive.

14. GROUNDING ELECTRODE SYSTEM

A. PREPARATION

- i. Surface Preparation:
All connections shall be made to bare metal. All painted surfaces shall be field inspected and modified to ensure proper contact. No washers are allowed between the items being grounded. All connections are to have a non-oxidizing agent applied prior to installation.
- ii. Ground Bar Preparation:
All copper ground bars shall be cleaned, polished and a non-oxidizing agent applied. No fingerprints or discolored copper will be permitted.
- iii. All grounding conductors shall run through seal tight wherever conductors run through walls, floors or ceilings. If conductors must run through EMT, both ends of conduit shall be grounded. Seal both ends of conduit with silicone caulk.

B. GROUND BARS

- i. All ground bars shall be 1/4" thick copper and of size indicated on drawings.

C. EXTERNAL CONNECTIONS

- i. All grounding connections shall be made by the exothermic weld process. Connections shall include all cable, splices, tee's, x's, etc. All cable to ground rods, ground rod splices and lightning protection systems are to be as indicated. All materials used (molds, welding metal, tools, etc.) shall be cadweld and installed per manufacturer's recommended procedures.

D. GROUND RODS

- i. All ground rods shall be 5/8" diameter by 10'-0" long "copperweld" or approved equal of the number and locations indicated.
Ground rods shall be driven full length vertically in undisturbed earth.

E. GROUND CONDUCTORS

- i. All ground conductors shall be standard tinned, solid bare copper, annealed and size indicated on drawings.

F. GROUND RING

- i. The external ground ring encircling the tower (if applicable) and future carrier shall be minimum size of No. 2 AWG solid tinned, bare copper conductor in direct contact with the earth at a depth specified on plan sheets and details. Conductor bends shall have a minimum bending radius of eight inches.
- ii. All external ground rings are to be joined together and all connections must be cadwelded. No lugs or clamps will be accepted.

G. FENCE / GATE

- i. Ground each gatepost, corner post and gate as indicated on drawing. Ground connections to fence posts and all other connections for the ground grid system shall be made by exothermic weld process and installed per manufacturer's recommendations and procedures and sprayed and cold-galvanized paint.

GENERAL NOTES
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



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SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC
13431 BROADWAY EXT., SUITE
120. OKLAHOMA CITY. OK 73114
405-753-7167

PROJECT NO:	1781
PROJECT NAME:	FITZHUGH
911 ADDRESS:	TBD CR 368, ANNA, TX 75409
DRAWN BY:	RS
CHECKED BY:	RGH/MK/SLT

PROPERTY OWNER	URBAN CROSSING HOA
OWNER ADDRESS	PO BOX 384 ANNA, TX 75409-00384
OWNER CONTACT NAME	STEVE S.
OWNER PHONE #	214-244-1541

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
0	03/13/25	FOR APPROVAL

ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

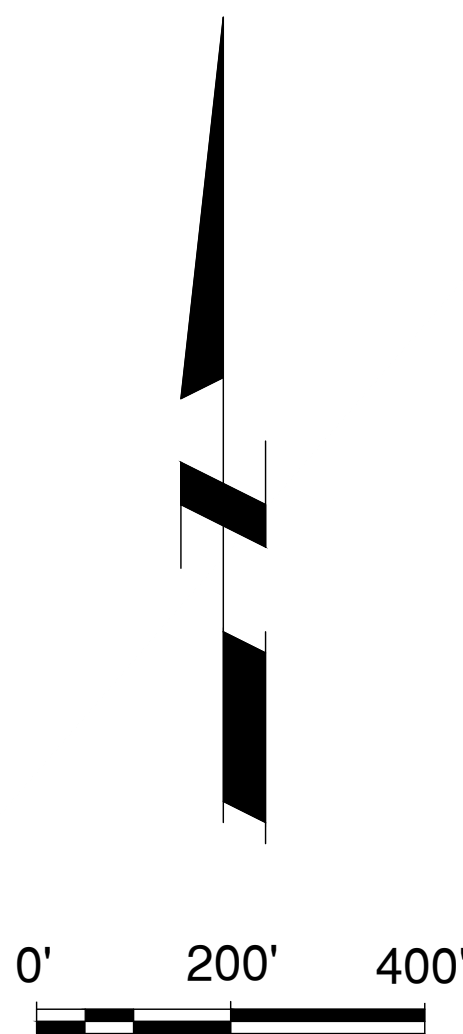
GENERAL NOTES

SHEET NUMBER:	REVISION:
G1-2	0



NOTES:

- (A) PROPERTY LINE (HOA)
- (B) PROPOSED 6'-0" STRONGHOLD IRON FENCE
- (C) PROPOSED 120' MONOPOLE TOWER
- (D) EXISTING TREE (TO REMOVE)
- (E) EXISTING TREE (TO REMAIN)
- (F) PROPOSED TOWER COMPOUND (GRAVELED)
- (G) PROPOSED LANDSCAPING NELLIE R STEVENS HOLLY
- (H) PROPOSED 12' DOUBLE SWING GATE
- (I) PROPOSED SITE ENTRANCE (GRAVELED)
- (J) PROPOSED 3'-0"x5'-0" WIDE LANDSCAPE SCREEN BUFFER



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405-753-7167

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PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE

1"=20'

LANDSCAPING PLAN
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
COLLIN COUNTY,
TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

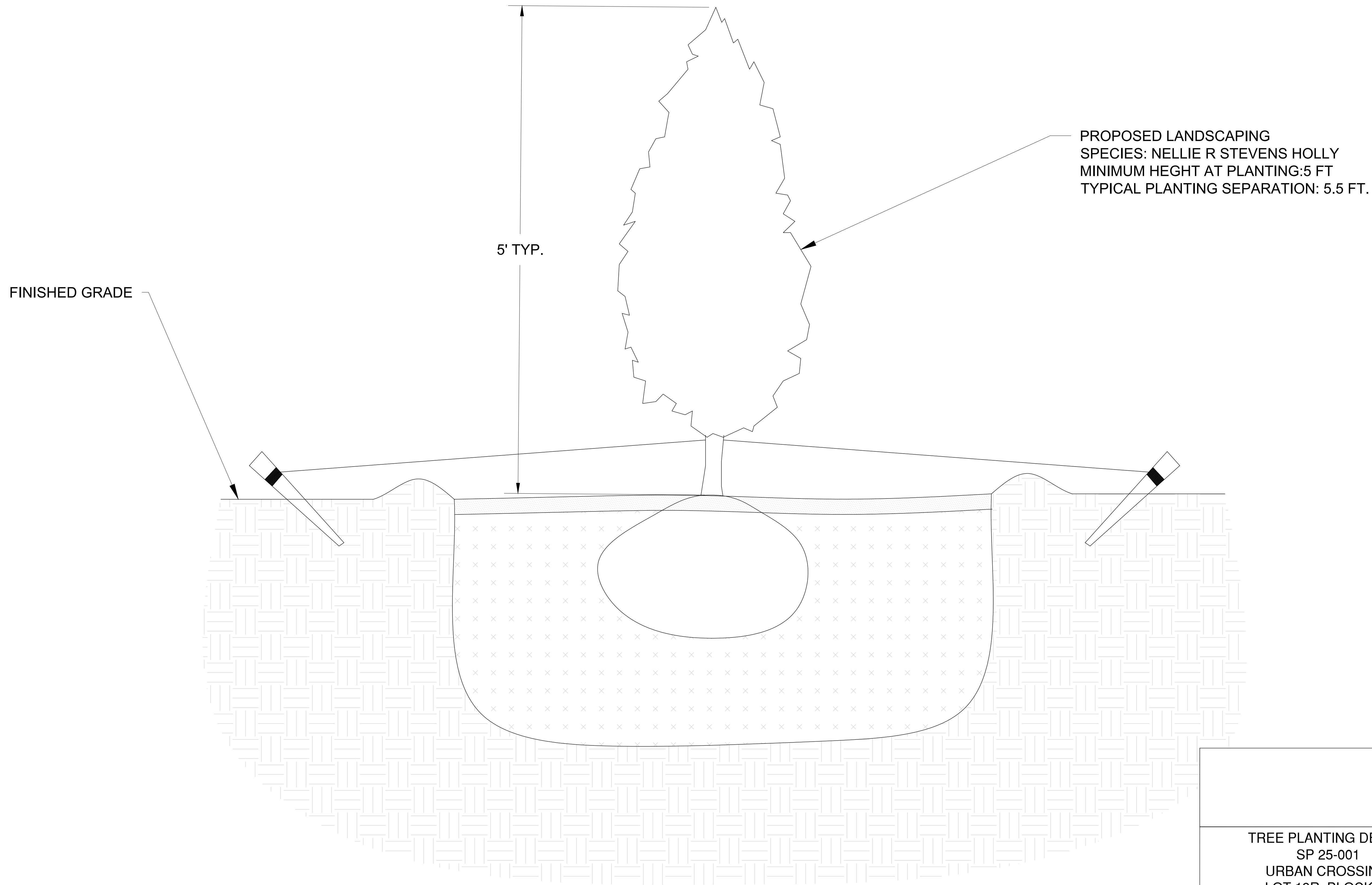
ABSTRACT NAME: URBAN CROSSING

LANDSCAPING PLAN

SHEET NUMBER: REVISION:

L1-1

0



TYPICAL PLANTING DETAIL
SCALE: N.T.S.

1
L1-2

TREE PLANTING DETAIL
SP 25-001
URBAN CROSSING
LOT 19R, BLOCK A.

0.898 ACRES
CITY OF ANNA,
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TEXAS.
SURVEY BY POINT TO POINT LAND
SURVEYORS DATED 05/08/25

ABSTRACT NAME: URBAN CROSSING



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APPROVAL

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ETHAN T. VAN METER
PROFESSIONAL ENGINEER - TEXAS
REGISTRATION NO.: 149870
FIRM NO.: F-16740

SCALE
N.T.S.

**TREE PLANTING
DETAIL**

SHEET NUMBER:	REVISION:
L1-2	1



1 Fairholm Avenue
Peoria, IL 61603 USA
Phone: (309)-566-3000
Fax: (309)-566-3079

March 18, 2025

Hemphill, LLC
1305 N. Louisville Ave.
Tulsa, OK 74115

Attn: Matt Kline

Reference: 120 FT Tapered Steel Pole
Fitzhugh, TX
Q25-10290-1

To Whom It May Concern,

The referenced Pole will be designed to meet the specified loading requirements in accordance with ANSI/TIA-222-H for a 106 mph 7-16 Ultimate Wind Speed with no ice and a 30 mph 3-second gust wind speed with 1.50 inches radial ice, Risk Category II, Exposure Category C, and Topographic Category 1.

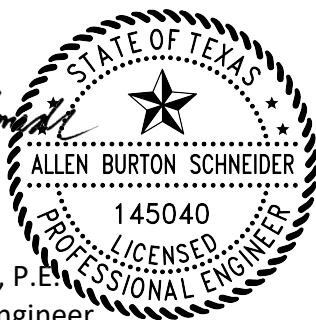
It is our understanding that the design of the referenced Pole requires consideration of a contained fall radius in the event that a catastrophic wind speed would result in collapse. Although the Pole will not be designed to fail, stronger sections where required by analysis will be provided in the lower sections of the Pole. This will result in an increased safety factor in the lower sections of the Pole. This design will enable the Pole to fail through a combination of bending and buckling in the upper portion of the Pole under a catastrophic wind loading. Failure in this manner would result in the upper portion of the Pole folding over the lower portion, resulting in a fall radius no greater than 0 feet.

Please contact us at your convenience should you have further questions concerning the safety of Pole structures or other aspects of Pole design.

Sincerely,

Allen Schneider

03/18/2025



Allen Schneider, P.E.
Senior Design Engineer

Products for a Growing World of Technology®

Survey map showing Lot 19R Block A Common Area, Lot 18R, and Lot 20R. The map includes bearings, distances, and area measurements. A 'POINT OF BEGINNING' is marked. The map also shows 'VARIABLE WIDTH RIGHT-OF-WAY' and '170' TEXAS POWER & LIGHT COMPANY ESMT. VOL. 754, PG. 253'.

Lot 19R Block A Common Area: 1.07 Ac

Lot 18R: 1.24 Ac

Lot 20R: 1.07 Ac

Point of Beginning

VARIABLE WIDTH RIGHT-OF-WAY

170' TEXAS POWER & LIGHT COMPANY ESMT. VOL. 754, PG. 253

Survey data:

- Bearings: S45°15'43"E, S45°17'28"E, S89°42'32"W, S89°48'14.85"
- Distances: 145.81', 56.74', 115.98', 107.48', 65' B.L., 160.00', 238.42', 116.90', 25' B.L., 264.21', 146.53', 167.52', 127.28', 127.28', 14.85'
- Area: 1.07 Ac, 1.24 Ac, 1.07 Ac
- Other: 35' U.E. & D.E., 65' B.L., 25' B.L., 25' PRIV., 70.05', 170' TEXAS POWER & LIGHT COMPANY ESMT. VOL. 754, PG. 253



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)(Planning Manager Lauren Mecke)

SUMMARY:

One residential lot located on 13.5± acres, 460± feet east of County Road 480, 1,500± feet north of W. Houston Street (FM 2862). Located in the ETJ.

The applicant is requesting to appeal the Planning & Zoning Commission's denial of a Development Plat with four waivers from Article 9.02 Subdivision Regulations.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

This is an appeal of the Planning & Zoning Commission's denial of the Development Plat.

At the May 5, 2025 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend denial of the requested waivers and the Development Plat to the City Council because the Development Plat is not in conformance with the following sections of Article 9.02 Subdivision Regulations:

- Sec. 9.02.087(b),
- Sec. 9.02.081(c)(1),
- Sec. 9.02.081(c)(6), and
- Sec. 9.02.081(o).

The property does not have frontage on County Road 480 or platted access easements. The property lies between Elm Grove Cemetery to the west and Elm Grove Creek to the east. Portions of the northern and southern property line and the entirety of the eastern property line abut the Collin County Adventure Camp. The property owner also owns one of the residential properties abutting the northern property line.

As illustrated on Exhibit A (Development Plat), the applicant is proposing to build eight dwelling units, three barns, and 14 accessory buildings on one lot. Per the Subdivision Regulations, the development of unplatted property in the ETJ requires the property to be platted by a Development Plat. The Development Plat must meet the City's Subdivision Regulations.

Waivers Requested

The applicant is requesting a waiver from:

Sec. 9.02.081(c) Adequacy of Streets and Thoroughfares -

(1) Responsibility for the adequacy of streets and thoroughfares.

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

The applicant is not proposing a new street within the development despite the large number of dwellings being proposed.

Sec. 9.02.081(c)(6) Street Dedications -

(A) Dedication of Right-of-Way

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

The applicant is not proposing a new street within the development. The applicant is proposing an access easement through the property that would exceed the Fire Department's maximum length without an approved turn-around.

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

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

The applicant is proposing an access easement within the tract that exceeds the 1,200-foot length even if it were to be a dedicated street.

Sec. 9.02.087(b) Lots -

(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.

The tract as it exists today does not front onto a public or private street nor does it have a platted road or access easement.

Staff Recommendation

Sec. 9.02.047(e) provides the Standards of Approval for Development Plats as follows:

The development plat shall not be approved until the following standards have been satisfied:

- (1) The proposed development conforms to all City plans, including but not limited to, the Comprehensive Plan, utility plans, and applicable capital improvements plans;
- (2) The proposed development conforms to the requirements of the Zoning Ordinance (if located within the City's corporate limits) and these subdivision regulations;
- (3) The proposed development is adequately served by public facilities and services, parks, and open space, to the extent necessary based on the nature of the development, and in conformance with City regulations;
- (4) The proposed development will not create a safety hazard on a public street (such as by not providing adequate on-site parking or vehicle maneuvering space for a restricted-access/gated entrance);
- (5) Appropriate agreements for acceptance and use of public dedications to serve the development have been tendered; and
- (6) The proposed development conforms to the design and improvement standards contained in these subdivision regulations and in the City's design standards, and to any other applicable codes or ordinances of the City that are related to development of a land parcel.

According to Sec. 9.02.002, the purpose for the adoption of the Subdivision Regulations includes, but is not limited to:

- To protect and provide for the public health, safety, and general welfare of the City.
- To ensure safety from fire, flood, and other danger and to prevent overcrowding of the land and undue congestion of the population.

The applicant is proposing to develop the site with eight small homes and associated accessory structures. The site can only be accessed by a private, unpaved driveway that goes through the applicant's property to the north. Additionally, there are no platted access easements from any surrounding property to the site to provide adequate access from the road to the site. Staff have recommended that the applicant build a road through his property fronting County Road 480 to the site and secure an emergency access easement from Elm Grove Cemetery to the west to obtain a required second point of access. The applicant has expressed that he has no intention of building a road to city standards but would construct a fire lane that exceeds the maximum length without an approved turn-around to ensure adequate public safety and trash removal access to the site. The development of this site as proposed would violate the purpose of the Subdivision Regulations, which is to protect the public safety and general welfare of the community.

Due to the number of proposed dwelling units on the tract and the limited access, staff recommended denial of the requested waivers and of the Development Plat.

STRATEGIC CONNECTIONS:

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

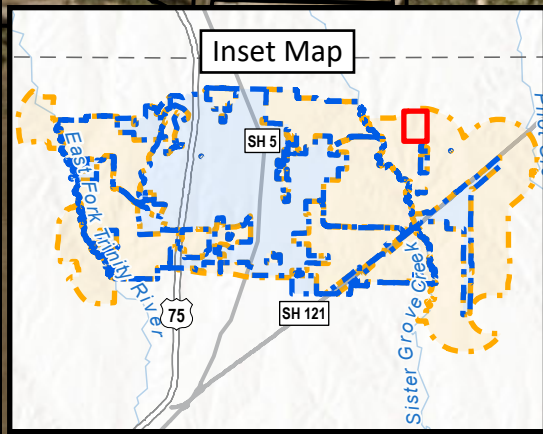
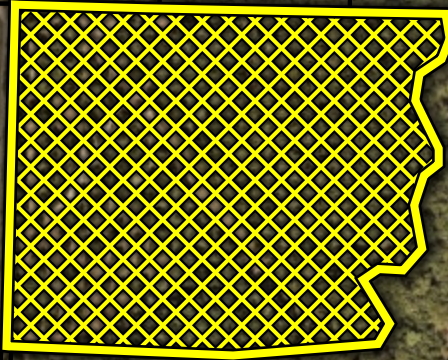
ATTACHMENTS:

1. Locator Map - Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)

2. Driveway Location Staff Exhibit-Surdukan City_Block A_Lot 1 Development Plat (DP 25-0002)
3. Resolution - Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)
4. Exhibit A - Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)
5. Waiver Request - Surdukan City, Block A, Lot 1, Development Plat (DP 25-0002)

**Surdukan City, Block A, Lot 1
Development Plat (DP 25-0002)**

COUNTY ROAD 480



THE CITY OF
Anna



Subject
Property



City Limits



ETJ

0 200 400 800
Feet

April 2025

Graphic Showing Proposed Driveway Extension
(Not to Scale - For illustrative Purposes Only)

Current Driveway to
Applicant's Homestead

COUNTY ROAD 480

13962

13820

13970

Proposed Driveway to Site

COUNTY ROAD 480

13813

13524

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS DENYING SURDUKAN CITY, BLOCK A, LOT 1, DEVELOPMENT PLAT (DP 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 of the Anna City Code of Ordinances; and

WHEREAS, David and Karen Surdukan have submitted an application for the approval of Surdukan City, Block A, Lot 1, Development Plat; and

WHEREAS, the applicant requests a waiver from Article 9.02 (Subdivision Regulations) regarding the Adequacy of Streets and Thoroughfares, Street Dedications, and Maximum and Minimum Length of Block or Street Segments; and

WHEREAS, at their May 5, 2025 meeting, the Planning & Zoning Commission provided City Council a recommendation for denial based on violations of § 9.02.081 & § 9.02.087 of the Subdivision Regulations; and

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

Section 1. Recitals Incorporated

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

Section 2. Basis for Denial

The application is denied based on the conclusion that the Applicant is not dedicating right-of-way, is not improving the existing access easement to city standards, the Property is on a street that exceeds the maximum block length, does not have frontage along a public street, and the Applicant has not provided proof of adequate wastewater service, this application does not comply with § 9.02.081 & § 9.02.087 of the Subdivision Regulations, specifically the following subsections:

§ 9.02.081 Streets

(c) Adequacy of streets and thoroughfares

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

(6) Street dedications.

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

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

§ 9.02.087 Lots

(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.

Section 4. Denial of Final Plat.

The City Council hereby denies the application for Surdukan City, Block A, Lot 1, Development Plat.

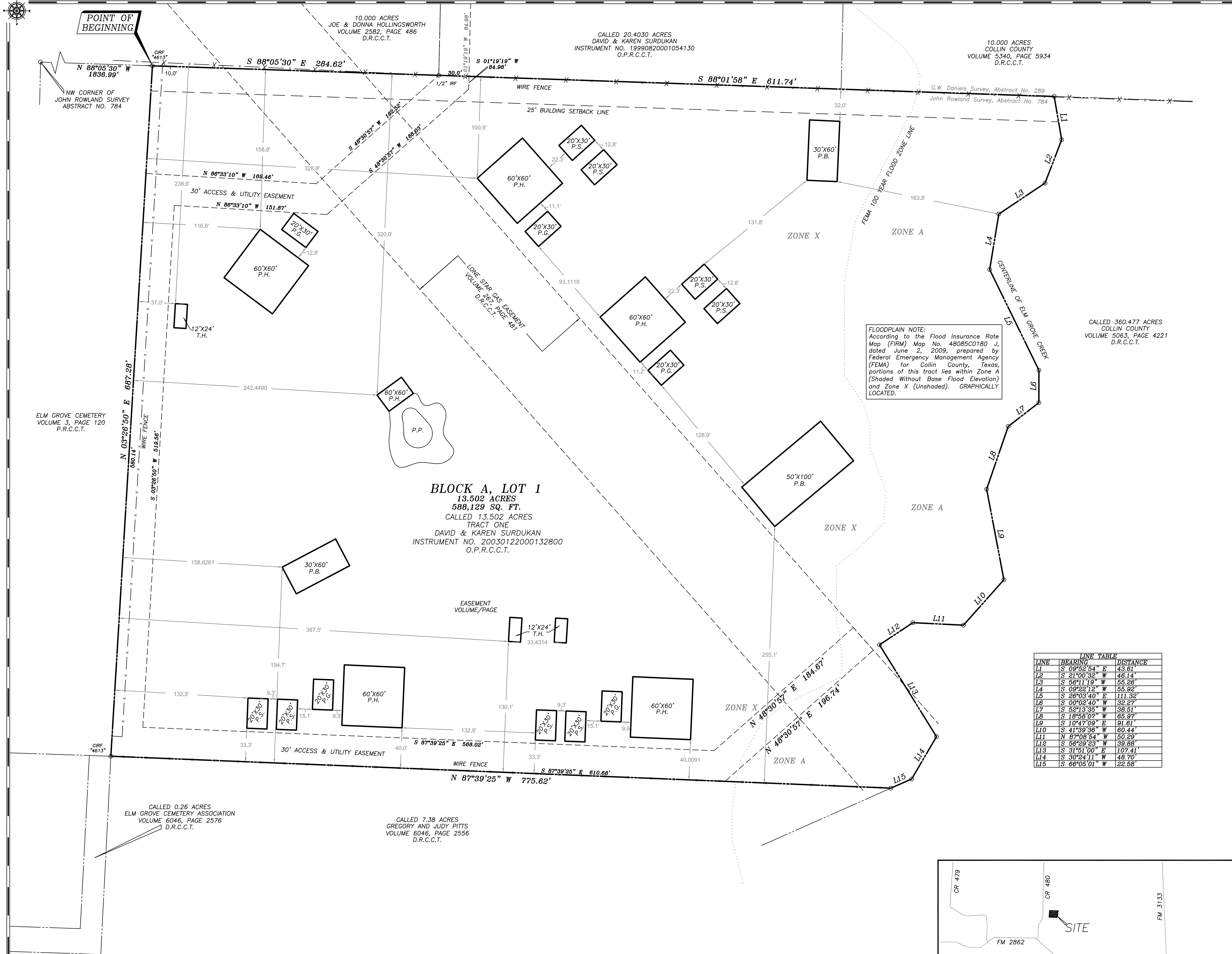
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 27th day of May, 2025.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Pete Cain



LEGEND

CRF = CAPPED 1/2" IRON ROD FOUND
IRF = IRON ROD FOUND
P.B. = PROPOSED BARN
P.G. = PROPOSED GARAGE
P.H. = PROPOSED HOUSE
P.P. = PROPOSED POOL
P.S. = PROPOSED SHED
T.H. = PROPOSED TINY HOME
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a tract of land situated in the John Rowland Survey, Abstract No. 784, Collin County, Texas, being all of a called 13.502 acre tract of land conveyed to David and wife, Karen Surdukan as recorded in Instrument No. 20030122000132800 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described in metes and bounds as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" found at the northwest corner of the called 13.502 acre tract of land and from which the northwest corner of the John Rowland Survey, Abstract No. 784 bears N 88°05'30" W a distance of 1836.99', said iron rod found being at the northeast corner of Elm Grove Cemetery as recorded in Volume 3, Page 120 of the Plat Records of Collin County, Texas (P.R.C.C.T.), and said iron rod found being in the south line of a called 10,000 acre tract of land conveyed to Joe and wife, Donna Hollingsworth as recorded in Volume 2582, Page 486 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE S 88°05'30" E with the south line of the called 10,000 acre tract of land for a distance of 284.62' to a 1/2" iron rod found for the southeast corner of the called 10,000 acre tract of land and said iron rod found being the southwest corner of a called 20,403.0 acre tract of land conveyed to David and wife, Karen Surdukan as recorded in Instrument No. 19990820001054130 of the O.P.R.C.C.T.;

THENCE S 88°01'58" E with the north line of the called 13.502 acre tract of land a distance of 611.74' to a point in the centerline of Elm Grove Creek;

THENCE with the centerline of Elm Grove Creek for the following (15) fifteen calls;

THENCE S 09°52'54" E a distance of 43.61' to a point for corner;
THENCE S 21°00'32" W a distance of 46.14' to a point for corner;
THENCE S 56°11'19" W a distance of 55.26' to a point for corner;
THENCE S 09°22'12" W a distance of 55.92' to a point for corner;
THENCE S 26°03'40" E a distance of 111.32' to a point for corner;
THENCE S 00°02'40" W a distance of 32.27' to a point for corner;
THENCE S 52°13'35" W a distance of 38.51' to a point for corner;
THENCE S 18°58'07" W a distance of 65.97' to a point for corner;
THENCE S 10°47'09" E a distance of 91.61' to a point for corner;
THENCE S 41°39'36" W a distance of 60.44' to a point for corner;
THENCE N 87°08'54" W a distance of 50.29' to a point for corner;
THENCE S 56°29'23" W a distance of 39.80' to a point for corner;
THENCE S 31°51'00" E a distance of 107.41' to a point for corner;
THENCE S 30°24'11" W a distance of 48.70' to a point for corner;
THENCE S 66°05'01" W a distance of 22.58' to a point for corner;

THENCE N 87°39'25" W departing Elm Grove Creek and with the south line of the called 13.502 acre tract of land for a distance of 775.62' to a 1/2" iron rod with yellow plastic cap stamped "4613" found at the southwest corner of the called 13.502 acre tract of land and said iron rod found being the southeast corner of said Elm Grove Cemetery;

THENCE N 03°26'50" E with the west line of Elm Grove Cemetery a distance of 687.28' to the POINT OF BEGINNING, and containing 588,129 Square Feet or 13.502 acres of land.

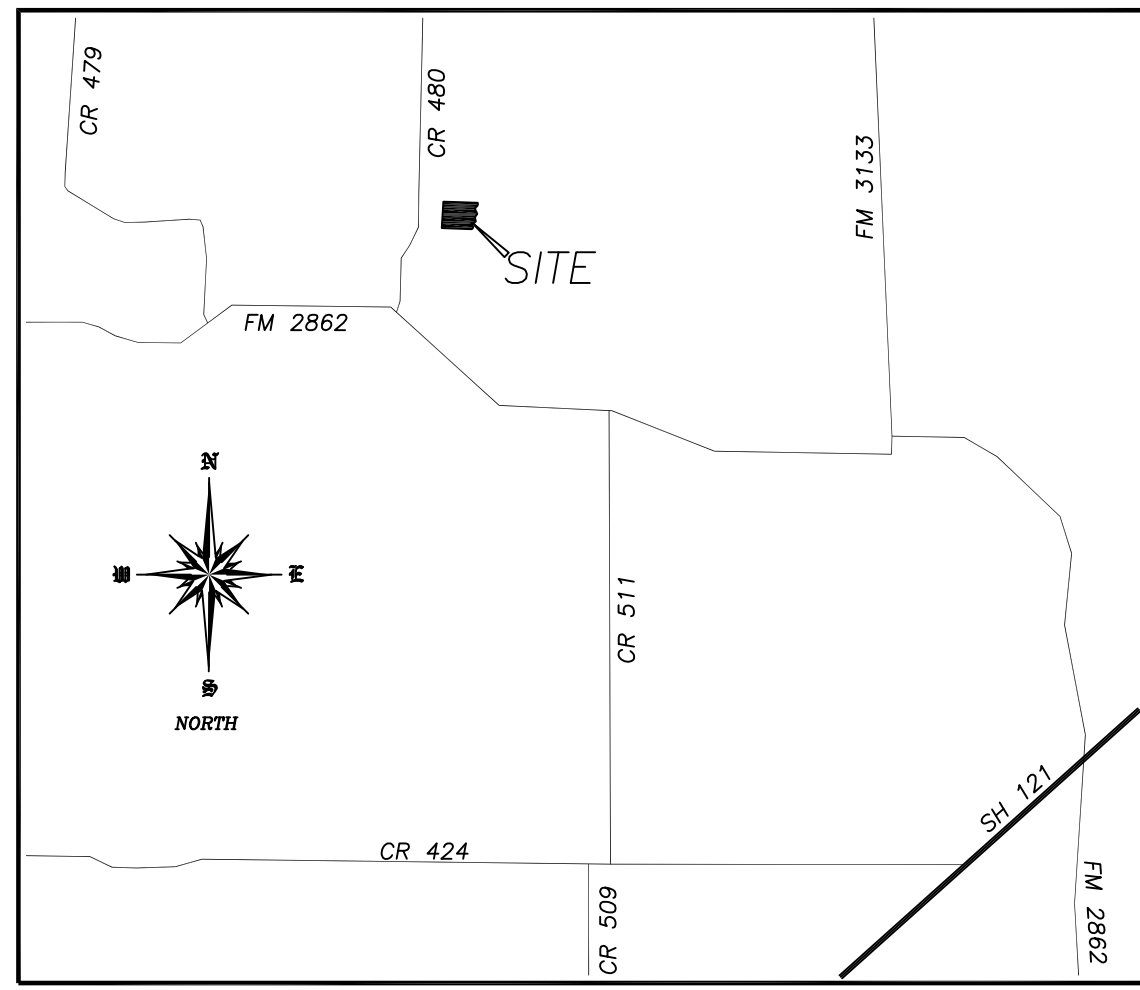
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 09°52'54" E	43.61'
L2	S 21°00'32" W	46.14'
L3	S 56°11'19" W	55.26'
L4	S 09°22'12" W	55.92'
L5	S 26°03'40" E	111.32'
L6	S 00°02'40" W	32.27'
L7	S 52°13'35" W	38.51'
L8	S 18°58'07" W	65.97'
L9	S 10°47'09" E	91.61'
L10	S 41°39'36" W	60.44'
L11	N 87°08'54" W	50.29'
L12	S 56°29'23" W	39.80'
L13	S 31°51'00" E	107.41'
L14	S 30°24'11" W	48.70'
L15	S 66°05'01" W	22.58'

- GENERAL NOTES:
- The surveyor has not abstracted subject property.
 - This survey is subject to all easements of record.
 - Copyright 2025, Surdukan Surveying, Inc.
 - The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
 - The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
 - Existing water service to this site is provided by the Westminister Water Supply Corp.
 - Sanitary Sewer will be provided by OSSF.
 - Existing electric is provided by Grayson-Collin Electric Company.
 - Solid waste will be provided through the Local Service.
 - Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

SURVEYOR'S CERTIFICATE

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure, as adopted by the Texas Board of Professional Engineers and Land Surveyors effective July 3, 2022. The property is subject to all easements of record.

David J. Surdukan R.P.L.S. No. 4613



CERTIFICATE OF APPROVAL

APPROVED THIS DAY _____ OF _____, 2025.
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

DEVELOPMENT PLAT
SURDUKAN CITY
BLOCK A, LOT 1
BEING 13.502 ACRES OUT OF THE
JOHN ROWLAND SURVEY
ABSTRACT NO. 784
CITY OF ANNA, ETJ
COLLIN COUNTY, TEXAS

OWNERS
DAVID & KAREN SURDUKAN
13970 COUNTY ROAD 480
ANNA, TEXAS 75409
(214) 557-6772

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

EXHIBIT A

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

Re: Waiver Request – Surdukan City Development Plat

Date: April 21, 2025

Commission and Council Members:

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

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

§ 9.02.081

(c) Adequacy of streets and thoroughfares.

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

(6) Street dedications.

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

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

This waiver is requested based on the following:

When we purchased our original property (Outlined in blue) our access was a 60' Access and Utility Easement (Outlined in green) that connected our 20 acre parcel to County Road 480. We purchase a 30' strip on the north side of Ms. Davis tract making all of our property having direct access to CR 480.

When Collin County purchased the property north, east and south of our property and they came to us for our property we worked out a deal to trade property we owned east of Willow Lake for the Surdukan City Parcel (Outlined in yellow). The Surdukan City Parcel joins and is contiguous with the remaining parcels which has frontage on County Road 480. I've included a map of the parcels owned by David and Karen Surdukan (Outlined in red).

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

Sincerely,



David Surdukan

Applicant and Owner



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving a Development Agreement with OPP-Oak Ridge, LP. (Director of Economic Development Bernie Parker)

SUMMARY:

Staff recommends approval of a Development Agreement with OPP-Oak Ridge, LP. regarding the Oak Ridge Project, a mixed-use, master-planned development located on 808 acres of land west of US 75. The agreement outlines responsibilities for public infrastructure, utility services, community amenities, financial obligations, and long-term development standards.

FINANCIAL IMPACT:

The development features 3,000 single-family homes, generating \$10.2 million in collected PID fees.

BACKGROUND:

OPP-Oak Ridge, LP will build a master planned community on 808 acres of land west of US 75 and it will be annexed into the City of Anna. Below is a list of key development terms associated with development:

Public Infrastructure

- Developer to fund, construct, and install all required public infrastructure (streets, utilities, lighting, drainage, parks, trails, signage) in accordance with City Regulations and with City Engineer approval.

Wastewater Improvements

- Developer to construct on-site and major off-site sewer improvements (Exhibit F).
- City is responsible for constructing 54" Trinity Line by January 1, 2029.

Water Improvements

- Developer to construct on-site and major water lines (Exhibit G).
- Developer reimbursed for City-requested oversizing from 12" to 16".

Community Amenities

- Developer to construct two amenity centers and four optional recreational amenities of the nine options listed in the agreement.
- Amenity Center #1: Minimum 4,000 sq. ft. building, pool, playground, open space by 250th permit.

Parkland and Trails

- Developer to dedicate open space and trails as shown in Exhibit J.
- Park dedication requirements waived if constructed and dedicated on schedule.

Impact Fees

- Impact Fees assessed per City rates at permit application.
- Developer reimbursed for eligible improvements via dedicated Impact Fee Account on a quarterly basis.

Public Site Dedications

- Developer to dedicate land for a municipal use and a school site per district specifications.

Phasing

- Project may be developed in multiple phases; each requires plat approval per City requirements.

PID and Bonds

- Developer to pay non-reimbursable City PID Fee per lot.
- PID Bonds may be issued subject to satisfaction of financial, regulatory, and infrastructure conditions.
- Amenity Center #1 must be completed for issuance of third PID Bond series.

TIRZ Creation

- City to create a 49-year Tax Increment Reinvestment Zone (TIRZ) within one year.

- TIRZ may include subzones for residential and commercial uses.

Annexation

- Developer to submit voluntary annexation petition within 90 days.

Institutional Rental Restriction

- Developer prohibited from selling more than 5% of detached lots to institutional investors.

STRATEGIC CONNECTIONS:

Goal 1: Sustainable Anna Community Through Planned Managed Growth

ATTACHMENTS:

1. (OPP) OAK RIDGE -- Development Agreement [COMPILED-DEV EXECUTED]

OAK RIDGE DEVELOPMENT AGREEMENT

This Oak Ridge Development Agreement (this “Agreement”) is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the “City”) and OPP-OAK RIDGE, LP, a Texas limited partnership and its successors and assigns (the “Developer”) (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, the Developer owns approximately 808.221 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, commercial and other mixed-use development constructed over multiple phases and is to be known and referred to as “Oak Ridge” (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 Developer intends 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 Developer desires and intends to design, construct and install and/or make financial contributions to certain Authorized Improvements to serve the Project; and

WHEREAS, in consideration of the Developer’s 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 one or more public improvement districts encompassing the Property to provide financing arrangements that will enable the Developer 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 Developer's agreements and promises contained herein, as allowed by law, the City agrees to exercise its powers under the TIRZ Act to create the TIRZ and to dedicate funds from the TIRZ as provided 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 Developer 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 any Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt one or more Assessment Ordinances (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 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 Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

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

WHEREAS, the City and the Developer agree and acknowledge that the Property may be developed and used in accordance with the Agreed Development Plan (as defined herein) set forth in 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 Developer 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 Developer 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 Developer, are identified on **Exhibit E**, and for which the Parties intend Developer 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 costs incurred by the Developer for the 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 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 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 by the Developer to the City in accordance with the established City PID Policy 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, if and only to the extent waived, on the Property in accordance with this Agreement.

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

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of the Developer executed contemporaneously with the issuance and sale of a series of PID Bonds.

Developer Improvement Account means each construction fund account created under an Indenture, if any, funded by the Developer, 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.

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

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

Fire Station Site means a tract of land of up to a maximum of five (5) acres (or such size as agreed to by the Developer and the City at the time of dedication).

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 any 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.

Impact Fee Reimbursements means payments made by the City to the Developer to reimburse the Developer for Capital Improvement Costs included in the Capital Improvements Plan.

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 each 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 purchases more than five (5) detached single-family lots within the Project with the plan, intent or desire to construct or cause to be constructed homes owned by such entity or individual thereon to be owned for rental or leasing purposes.

Local Improvements means PID Projects that benefit one or more Phases of the property in a PID but not the entire PID.

Major Improvements means those PID Projects that benefit all property within a PID.

Notice means any notice required by or described in 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 are being developed concurrently as finished lots.

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 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, each PID Resolution, the SAP, and the Assessment Ordinance(s).

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

PID Projects means all water, wastewater/sewer, drainage, roadway, park, trail, landscape, irrigation, hardscape, rights-of-way, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project and which shall be owned by the City and/or dedicated to the City by plat, deed, or 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 any PID.

PID Resolution means a resolution adopted by the Council creating a PID in accordance herewith, 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, including rights-of-way, necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to the City under this Agreement; provided, however, that the term shall not drainage detention facilities to the extent that such facilities are to be owned and maintained by an HOA or POA under this Agreement. The term includes the PID Projects.

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

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

Service and Assessment Plan ("SAP") means the service and assessment plan for the respective 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 approve all necessary documents, resolutions and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create one or more PIDs 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 for such Phase of the PID. Promptly following preparation and approval of a preliminary SAP acceptable to the City and the 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. The Developer 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. Concurrent with the levy of the Assessment applicable to a particular Phase of the Project, the Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by the 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. 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 Developer hereby acknowledges and accepts 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 Developer and the City and, if changed, shall be updated by the Developer 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 Cost 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, the PID Projects Cost, 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 Developer agrees to cause all Public Infrastructure to be constructed in a good and workmanlike manner. Upon request, the City shall provide “tax-exempt” letters to Developer 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 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 Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements and Public Infrastructure to the City.

(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 that an entity other than the City is required to maintain improvements in accordance with Section 5.4(c) or 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, the Developer shall provide all Public Infrastructure necessary to serve the Project, 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 Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. The 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 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 the 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 Developer's 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 the Developer from its responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure 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 Developer's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

4.6 Insurance. The Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of 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 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; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, the Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 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) Developer Obligations. Developer 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** (the “Major Sewer Improvements”), provided that the Developer 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. Subject to the City’s obligations under Section 5.20, the Developer 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.

(b) Timing of Developer’s Obligations. Except as otherwise provided herein, the Developer shall complete in a good and workmanlike manner all on-site wastewater/sanitary sewer improvements necessary to serve each Phase of the Project prior to the recordation of the final plat covering such Phase; provided that the 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) Sewer Lines; City Obligations. The portion of the Project east of Trinity Falls Parkway will be served by the existing Hurricane Creek Sanitary Sewer Line B as shown on the City’s Wastewater Master Plan. The remainder of the Project shall be served by the 54” line to be built in the east fork of Trinity River as shown on the City’s Master Plan (the “54” Trinity Line”), or such other line capable of serving such Phases. The City shall construct the 54” Trinity Line at its expense, and such 54” Trinity Line shall be operational such that it can serve all portions of the Project west of Trinity Falls Parkway by January 1, 2029 (the “Trinity Completion Deadline”). The City anticipates completing the easement acquisition for the 54” Trinity Line by January 1, 2027, and the construction plan submittal and approval process for the 54” Trinity Line is anticipated to be completed by October 1, 2027.

(d) If the City does not complete the 54” Trinity Line by the Trinity Completion Deadline, the City agrees to provide, at its sole cost, pump and haul service for sewage until such time as the 54” Trinity Line is complete, and the City shall approve plats and allow the issuance of building permits in the Development in accordance with Section 5.12 below; provided that the Developer may, at the Developer’s sole discretion, acquire easements and install the 54” Trinity Line and the Developer shall be reimbursed for the cost of such line by the City.

5.2 Water Facilities.

(a) Developer’s General Obligations. Developer is responsible for the design, installation, and construction of the on-site water improvements necessary to serve the Property. Subject to the provisions of Section 5.2(c) hereof, the Developer 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”). The design of water improvements shall be approved by the City in advance of the construction of same.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, the Developer shall complete in a good and workmanlike manner all on-site water improvements necessary to serve each Phase of the Project prior to the recordation of the final plat covering such Phase, provided that the 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. The Developer will construct the Major Water Improvements each as depicted on Exhibit G; provided that the Developer shall not be required to install a secondary looped water system until construction of the third Phase of the Development. Subject to the City's obligations under Section 5.20, the Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for Major Water Improvements, the size and extent of each such easement or other property interest to be approved by the City. The Major Water Improvements shall be constructed in the size shown on Exhibit G. It is agreed that the necessary size of the water lines shown as Pod 1 Major 16" Water Line and Pod 3 Major 16" Water Line for the needs of the Development is 12" and the oversizing of such waterlines from 12" to 16", respectively, has been requested by the City and the cost of such oversizing shall be reimbursed by the City in accordance with Section 5.5 hereof.

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 and wastewater 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 the Developer.

(b) 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 standard rates and charges as similar properties 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) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of all on-site roadway facilities required to serve the Property. The Developer is also responsible for design, installation, and construction of certain major road improvements as generally depicted on Exhibit H (the "Major Roadway Improvements"), except to the extent any such roadway is constructed and installed by the Texas Department of Transportation ("TxDOT"). The design of all roadway improvements shall be approved by the City in advance of the construction, except to the extent such roadways are constructed and installed by TxDOT. Subject to the City's obligations under Section 5.20, the Developer shall be

responsible for the acquisition of any easements and other property acquisitions necessary for Major Roadway Improvements, the size and extent of each such easement or other property interest to be approved by the City.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any Phase of the Project, the 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 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 Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof, and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Prior to the recordation of the final plat for any Phase of development, the Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such Phase provided that the 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; provided, however, that the HOA, POA, or other entity as applicable, will maintain and operate all drainage and detention facilities except to the extent expressly set forth to the contrary in this Agreement.

5.5 Infrastructure Oversizing. The Developer 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, or Assessments. If the Developer 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, or Assessments 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 lots, Developer will create, in a manner acceptable to the City, an HOA, which HOA, whether one or more, shall be required to levy and collect HOA fees (annually, quarterly or monthly) from home owners within the PID 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 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.

5.7 Illustrative Layout. 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. The Developer 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 Developer from applying directly to the City Council for approval of any Illustrative Layout revisions, including revisions greater than the percentages listed herein. If the Developer submits 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 Developer shall record a memorandum of the revised Illustrative Layout in the Real Property Records.

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

(a) The Developer shall be required to construct the following amenities:

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

(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, construction of which shall commence prior to issuance of the 1,750th building permit and be completed within eighteen (18) months of commencement of the construction of said second amenity center.

(b) The Developer further will (or will cause) the design, construction, maintenance, and operation of certain additional amenities in the Project. The Developer 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 park.

General depictions of a portion of the Community Amenities, which are provided as examples but are not binding on the Developer, 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. The Developer shall timely construct trails and dedicate such trails as outlined in this Section 5.9, and the 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 Developer causes such Trails and Open Space Acreage to be dedicated for such purposes, Developer 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 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. 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 Developer. For the avoidance of doubt, the Developer 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, Generally; Reimbursements.

(a) Impact Fees shall be assessed and collected on the Project 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 “Impact Fee Account”). Developer shall be entitled to full-dollar, like-kind Impact Fee Reimbursements (e.g., water improvement costs may only be offset by water Impact Fees and not by wastewater Impact Fees or roadway Impact Fees) for any Capital Improvement Costs incurred by the Developer in accordance with this Agreement. Impact Fee Reimbursements shall be paid quarterly to the Developer. At the conclusion of each annual quarter (January 1, April 1, July 1, and October 1), Developer may request Impact Fee Reimbursements—which shall be solely funded from funds in the Impact Fee Account—upon submittal by Developer of documentation satisfactory to the City demonstrating the Capital Improvement Costs actually incurred and paid by the Developer.

(b) CIP Projects. The City will consider the inclusion of the applicable projects eligible under Chapter 395 shown on Exhibit F, Exhibit G, and Exhibit H, to the extent such projects are not already on the City’s CIP, and any future roadway alignment for Cowan Road, FM 455, and Trinity Falls Parkway (collectively, the “Eligible CIP Projects”) in the CIP. If Developer incurs costs (such as and including, but without limitation, costs of construction, engineering, staking, material testing, geotechnical testing, inspections fees, and off-site easement acquisition) in connection with the Eligible CIP Projects before they are included in the CIP, and such costs would otherwise qualify as Capital Improvement Costs, Developer shall be entitled to Impact Fee Credits as described in Sections 5.10(a) and (b) and direct reimbursement from the applicable Impact Fee Account for those costs as if the Eligible CIP Projects were Capital Improvements as of the date Developer incurred such costs. In the event the City fails to add the Eligible CIP Projects to the CIP, or if any of Developer’s costs fail to qualify as Capital Improvement Costs, the City shall finance and/or reimburse Developer amounts up to the total cost of said facilities from sources other than those derived from PID Bonds, Assessments, or the TIRZ.

5.11 Dedication of Sites for Public Purposes.

(a) Fire Station Site. When the final plat for the Phase in which the Fire Station Site is located is filed, the Developer shall convey or dedicate the Fire Station Site to the City.

(b) School Site. At the request of Anna Independent School District, the Developer shall convey a site in a size and in the location requested by Anna Independent School District for use in the construction of a school within the development.

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 Developer has achieved fire safety. To assist in the determination as to whether building permits for any Phase of

development should be issued, the 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 54" Trinity Line is complete and pump and haul service is being provided pursuant to Section 5.1(d) 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 Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between the Illustrative Layout and the remainder of the Development Standards in Exhibit D, the remainder of the Development Standards in Exhibit D shall control. This Agreement shall govern all development and land use regarding the Property or any portion thereof, as applicable.

5.16 Phasing. The Property may be developed in phases and the 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 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 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 Developer or the 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 Property are issued to pay for the costs of the PID Projects and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

5.20 Eminent Domain. To the extent required, the Developer 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 being constructed by the Developer. To the extent required, the Developer agrees 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 the Developer. If, however, the 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 Developer's (if requested by the 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 Developer shall pay the costs of such appraisal. The 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 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 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 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. The Developer shall deposit or cause to be deposited the City PID Fee payable for a particular Phase of Development into an identifiable City-owned or controlled account as directed by the City no earlier than the date of levy of the Assessments levied to fund Local Improvements in such Phase and no later than the 30th day after the closing date of the PID Bonds issued to fund Local Improvements for such Phase and, after such deposit, the City may utilize such deposit of the City PID Fee for such Phase without restriction. The City

PID Fee applicable to each Phase for Local Improvements 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 PID Bonds issued to fund Local Improvements. 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.

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. The Developer may request issuance of PID Bonds by filing with the City a list of the PID Projects to be funded with the PID Bonds and the estimated costs of such PID Projects. Developer acknowledges that the City may require at that time a professional services agreement that obligates the 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) 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.

(e) 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.

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

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

(h) 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.

(i) 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.

(j) 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.

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

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

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

(n) 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 Developer to, at time of closing the PID Bonds, provide evidence of (i) available funds to the Developer or any corporate parent of the 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 Developer or any corporate parent of the Developer and made available to the 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 City. If so required by the City, and the Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the 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.

(o) 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.

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

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

(r) The gross tax equivalent rate for the annual installments of the Assessments shall be set at a tax rate equivalent as requested by the developer, provided, the maximum overlapping tax rate equivalent for parcels within the PID shall not exceed \$3.09 per \$100 assessed value when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the Service and Assessment Plan (the "Maximum Overlapping Tax Rate"), and after any applicable TIRZ offset, 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 value to lien ratio for any PID Bonds may be less than 2:1, in the discretion of the City in consultation with the City's financial advisor. The appraised value of the portion of the PID Property in the applicable Phase to the par amount of PID Bonds issued with respect to such Phase shall be confirmed by the retail lot value provided in an Independent Appraisal unless such requirement is waived by the City its sole discretion. Notwithstanding the foregoing, the value to lien ratio for Assessments shall be not less than 1:1.

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

(w) Amenity Center #1 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; provided that the City Manager may grant a waiver or extension of this provision without a requirement to amend this Agreement.

(x) Developer has submitted to the City a fully executed Written Request to Levy Assessments in the form attached hereto as **Exhibit K** (the "Levy Request") and the City Manager approves same in consultation with the City's financial advisor.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, the 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 Developer agrees, represents, and warrants that any information

provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to the 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 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 Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7

TAX INCREMENT REINVESTMENT ZONE; CHAPTER 380 GRANTS

7.1 Creation of Tax Increment Reinvestment Zone. Not later than the earlier of one year after the Effective Date of this Agreement and the date of the first levy of Assessments on any portion of the Property, the City will create a TIRZ coterminous with the boundaries of the Property, the term of which shall be forty-nine (49) years. 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.

7.2 TIRZ Project and Finance Plan. The City shall consider and adopt or approve the TIRZ Documents, including a Project and Finance Plan, that allows for up to 100% of the ad valorem tax increment generated by the TIRZ—subject to the percentage reduction and Developer's relinquishment of its rights as set forth in subsection (c), below—to be utilized for the purposes of (1) paying administrative Expenses of the TIRZ, (2) offsetting Assessments and (3) providing Chapter 380 Grants in accordance with the provisions set forth in this Section 7 and includes the provisions necessary to effectuate this Section 7.

7.3 Single-Family Subzone.

(a) Prior to the levy of Assessments to fund Local Improvements in any Phase in the Single-Family Subzone, funds generated from the TIRZ in such Phase in the Single Family

Subzone shall be used to provide a Chapter 380 Grant to the Developer of 100% of the ad valorem tax increment generated within such Phase of the Single-Family Subzone until the termination of the TIRZ; provided that no Chapter 380 Grant shall accrue and no payments of any Chapter 380 Grant in any Phase of the Single-Family Subzone shall be due to the Developer until such time as the Local Improvements for such Phase have been completed and accepted by the City.

(b) The Developer shall submit a Levy Request for the levy of Assessments in each Phase not later than thirty (30) days after completion of the applicable Local Improvements in such Phase (which shall be determined by City acceptance of the applicable Local Improvements) (the “Local Improvements Levy Request Deadline”). For any Phase of development, if the Developer does not submit a Levy Request by the Local Improvements Levy Request Deadline, the Chapter 380 Grant from the Single-Family Subzone for the applicable Phase and any future Phase on which Assessments have not been levied shall be terminated and the TIRZ participation shall be reduced to 0%; provided that the Developer shall no longer be required to submit a Levy Request for any subsequent Phase of development if the Developer has submitted a Levy Request under which the City has not levied Assessments and the Developer has exercised its rights under Section 9.3 hereof.

(c) After the levy of Assessments to fund Local Improvements in any Phase in the Single-Family Subzone, (1) the City TIRZ contribution with respect to such Phase will be reduced from 100% to 50%, which the City agrees to use within each Single-Family Subzone of the TIRZ (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 for Local Improvements on assessed parcels for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIRZ Act for a period ending not earlier than 31 years from the date of the levy of Assessments for Local Improvements in such Single-Family Subzone and (2) the Developer shall relinquish its rights to the Chapter 380 Grant in the applicable Phase of the Single-Family Subzone for which assessments to fund Local Improvements have been levied by execution of an appropriate instrument evidencing the same.

7.4 Single-Family Subzone Chapter 380 Agreements. Concurrently with the creation of the TIRZ, the City will enter into any separate Chapter 380 Agreement with the Developer necessary to effectuate the Chapter 380 Grant in the Single-Family Subzone described in this Agreement upon terms consistent with this Agreement. No Chapter 380 Grant to be provided pursuant to Section 7.3 shall be subject to any performance requirements other than annexation of the Property.

7.5 Commercial Subzone. The City agrees to use fifty percent (50%) of the ad valorem tax increment generated within any Commercial Subzone (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 Developer 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 Developer for the Chapter 380 Grant related to the Commercial Subzone upon terms mutually agreeable to the Developer and the City and consistent with this Agreement.

7.6 TIRZ Funds. The tax increment obtained from each of the TIRZ subzones shall be placed into separate accounts as appropriate and shall be used as described above and such provisions shall be incorporated into the Project and Finance Plan.

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 Developer 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 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 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 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 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 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. Not later than ninety (90) days after the Effective Date of this Agreement, the Developer shall submit a petition for voluntary annexation of the Property into the

City's corporate limits. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so along with additional documents reasonably necessary for the City complete the annexation..Should the City fail to complete the annexation of the Property within one year from the date the initial petition for voluntary annexation is delivered to the City, Developer shall have the right to remove the Property from the City's ETJ and terminate this Agreement with notice to the City and, upon such termination, the Property shall remain outside of the City's ETJ regardless of any change of law.

9.2 Agreed Development Plan. The Parties agree that the Illustrative Layout attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D**, together with the Governing Regulations, City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as of the Effective Date (collectively, the "Agreed Development Plan") and such rights to develop shall vest in the Property as of the Effective Date regardless of whether the City zones the Property. The Developer may amend the Illustrative Layout as provided in Section 5.7 hereof without amending this Agreement. The City shall not require the Developer to submit any application for zoning of the Property. Should the City Council, at any point in the future, approve zoning on any portion of the Property that is in any way more restrictive than the Agreed Development Plan without Developer consent, then Developer shall have the right to terminate this Agreement with respect to any portion of the Property not zoned in accordance with the Agreed Development Plan with notice to the City provided that such notice is provided in accordance with this Agreement within 60 days of such action by the City Council and, within 30 days following delivery of such termination notice, the City shall disannex the applicable Phase(s) of the Property from the City.

9.3 Consent to Creation of Municipal Utility District; Increase in TIRZ Contribution. In the event that the City fails to levy Assessments for any portion of the Property for which a Levy Request has been submitted within six (6) months of the Developer's delivery of the Levy Request as a result of any act or omission of the City, including the City's refusal to levy such Assessments, or as a result of any delay caused by a City-appointed consultant, and a period of sixty days to cure such non-occurrence has passed after the Developer provides written notice of such non-occurrence, then:

- (a) the City shall be deemed to have consented to the formation of 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 for which Assessments were not levied as described in this Section 9.3, as applicable, 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 or to effect the issuance of bonds by the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD; and
- (b) the City shall approve the inclusion of language indicating the MUD is expected to finance the applicable Authorized Improvements and Public Infrastructure on any

plat to be filed for the applicable Phase or Phases on which the MUD will be created.

For the purposes of this Section 9.3, the City finds and determines that, in the event of any failure or default by the City under this Section 9.3, the services and function to be provided by the MUD cannot be performed by the City, and that the existence of the MUD is in the best interests of the residents and property in the City and in the MUD.

9.4 Issuance of Bonds by Third-Party Issuer. In the event that the Developer has delivered to the City a written request to issue PID Bonds for any portion of the PID Property for which Assessments have previously been levied pursuant to a Levy Request, and the conditions and requirements set forth in Section 6.1 that are in the reasonable control of the Developer, which provisions shall solely include items (g), (q), (v), (w) and (x) set forth under Section 6.1, have been satisfied by the Developer and the City fails to adopt an ordinance approving the issuance of such requested PID Bonds within six (6) months of the Developer's delivery of the written request to issue PID Bonds, then the Developer may assign its reimbursement rights under a Reimbursement Agreement to a third-party issuer to facilitate the issuance of bonds to finance the applicable PID Projects for which the applicable Assessments have been levied. In the event that the Developer utilizes a third-party issuer to issue bonds secured by the Developer's rights under a Reimbursement Agreement, the Developer shall pay or reimburse the City for the costs incurred by the City from the reasonable hourly fees of the City's financial advisor, bond counsel, Administrator, and City Attorney (which costs shall be evidenced by an invoice reflecting the hourly charges and the work performed) charged in connection with the levy of the applicable Assessments. However, for the avoidance of doubt, no City PID Fee shall be due with respect to any portion of the property for which bonds are issued by a third-party issuer to finance PID Projects.

9.5 Survival. In the event the Developer terminates this Agreement with respect to a portion of the Property in accordance with this Section 9, the Developer's 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.

9.6 Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to and service plan for the Property and 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, but not limited to, water, sewer, police, fire, animal control, trash collection, and any other services currently provided by the City, and any other services which may be offered by the City in the future, without discrimination and at the same standard rates and charges as similar properties located within the City. The Developer is 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 Developer's 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. Except for the remedies set forth in Sections 9.1, 9.2, 9.3 and 9.4, which shall apply as provided in such sections, 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 the Developer does not deliver the Levy Request for the first levy of Assessments to fund PID Projects on or before December 31, 2030, 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 and a PID has been created, the owner of the Property must within thirty (30) days of such termination file or caused to be filed with the City an irrevocable petition by the owner 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. If this Agreement is terminated under this Section 10.3 and a TIRZ has been created, the City may, at sole its discretion, dissolve the TIRZ and retain and use the TIRZ Revenue and TIRZ Funds for any lawful purpose notwithstanding any provision of this Agreement. 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 the Developer 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 Developer 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 Developer or any principal of the Developer retains an ownership interest of at least fifty-one percent (51%), any subsidiary of the Developer, or any entity that is under common control with or controlled by

the Developer, or (iii) any lien holder on the Property. Each assignment shall be in writing executed by the Developer, and except for a collateral assignment for the purpose of a lending arrangement, shall be signed by 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 Developer shall release the Developer 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 Developer shall maintain written records of all assignments made by the Developer, 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 other than a collateral assignee 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 Developer (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 Developer 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 Developer 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 Developer 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 Developer's 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 Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's 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 Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; 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 Developer’s obligations shall terminate.

12.7 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS 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 AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT (TOGETHER, “CLAIMS”); **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** THE DEVELOPER 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 THE DEVELOPER AND THE CITY, THE DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER INCLUDING ITS 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, 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 DEVELOPER’S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE

CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

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

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

12.10 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 120 W. 7 th Street Anna, Texas 75409 E-mail: rhenderson@annatexas.gov
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 E-mail: cmccoy@wtmlaw.net
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, Texas 75201 E-mail: rsegura@mphlegal.com

To the Developer:

OPP-Oak Ridge, LP
Attn: Teague Griffin
1061 N. Coleman Street, Suite 90
Prosper, Texas 75078
E-mail: teague@bgrea.com

With copies to:

Greenberg Traurig, LLP
Attn: Drew Slone
2200 Ross Ave., Suite 5200
Dallas, Texas 75201
E-mail: drew.slone@gtlaw.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 the Developer 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 Developer 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

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. The Developer 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 Developer 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. The Developer 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 the Developer 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. The Developer 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. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. 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. The Developer 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 Developer 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 Developer 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 Developer 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 Developer; 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	Major Sewer Improvements
Exhibit G	Major Water Improvements
Exhibit H	Major Roadway Improvements
Exhibit I	Conceptual Amenity Depictions
Exhibit J	Trail and Open Space Improvements
Exhibit K	Form of Written Request to Levy Assessments
Exhibit L	PID Bond 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: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

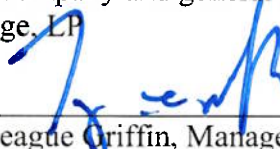
Approved as to form:

Clark McCoy, City Attorney

DEVELOPER:

OPP-OAK RIDGE, LP,
a Texas limited partnership

By: OPP-OR GP, LLC, a Texas limited liability company and general partner of OPP-Oak Ridge, LP

By: 
Teague Griffin, Manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this 21st day of May, 2025 by Teague Griffin, manager of OPP-OR GP, LLC, in its capacity as general partner of OPP-Oak Ridge, LP, on behalf of said limited partnership.

[S E A L]




Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of the Property

EXHIBIT A - LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the W. Garnett Survey, Abstract No. 355, the J. White Survey, Abstract No. 1015, the B. White Survey, Abstract No. 1016, R. Phalen Survey, Abstract No. 694, C. Bourland Survey, Abstract No. 39, and the J. Cahill Survey, Abstract No. 144, Collin County, Texas, and being all of a called 29.04 acre tract of land described in a deed to Daniel James Cahill and wife, Birgit Ortlepp Cahill, as recorded in Instrument No. 92-0075241 of the Official Public Records of Collin County, Texas, all of a called 14.803 acre tract of land described in a deed to Daniel James Cahill and Birgit O. Cahill, as recorded in Instrument No. 20060316000351960 of the Official Public Records of Collin County, Texas, all of a called 80.818 acre tract of land described in a deed to Annaland, Ltd., as recorded in Volume 5930, Page 1868 of the Deed Records of Collin County, Texas, all of a called 29.000 acre tract of land described in a deed to Annaland, Ltd., as recorded in Instrument No. 20060227000248840 of the Official Public Records of Collin County, Texas, remainder of a called 192.50 acre tract of land described in a deed to Annaland, Ltd., as recorded in Volume 5808, Page 1478 of the Deed Records of Collin County, Texas, all of a called 4.649 acre tract of land described in a deed to Annaland, Ltd., as recorded in Instrument No. 20090708000857040 of the Official Public Records of Collin County, Texas, and all of a called 187.62 acre tract of land described in a deed to Annaland, Ltd., as recorded in Volume 5806, Page 3203 of the Deed Records of Collin County, Texas, same being a portion of Lot 8 and all of Lots 6 and 7 of East Fork Estates, according to the plat thereof recorded in Cabinet C, Page 206 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 80.818 acre tract, common to the northeast corner of said East Fork Estates, same being on the southerly right of way line of F.M. Highway 455, an 80 foot wide right of way;

THENCE South 88°28'18" East, along the northerly line of said 80.818 acre tract and the southerly right of way line of said F.M. Highway 455, a distance of 515.28 feet to a 1/2 inch iron rod found for a northeast corner of said 80.818 acre tract, common to the northwest corner of a called 0.830 acre tract of land described in a deed to James C. Welch, as recorded in Volume 5799, Page 2562 of the Deed Records of Collin County, Texas;

THENCE South 01°53'27" East, departing the southerly right of way line of said F.M. Highway 455, continuing along the northerly line of said 80.818 acre tract and along the westerly line of said 0.830 acre tract, a distance of 91.34 feet to a 6 inch wooden fence post found for an ell corner of said 80.818 acre tract, common to the southwest corner of said 0.830 acre tract;

THENCE South 89°59'54" East, continuing along the northerly line of said 80.818 acre tract and along the southerly line of said 0.830 acre tract, a distance of 326.61 feet to a 1/2 inch iron rod found for an ell corner of said 80.818 acre tract, common to the southeast corner of said 0.830 acre tract;

THENCE North 15°04'51" East, continuing along the northerly line of said 80.818 acre tract and along the easterly line of said 0.830 acre tract, a distance of 130.66 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex 3689" found for a northwest corner of said 80.818 acre

tract, common to the northeast corner of said 0.830 acre tract, same being on the southerly line of a called 47-1/3 acre tract of land described as "The Kelly Place" in a deed to MJLA Adams, Ltd., as recorded in Instrument No. 20110505000462590 of the Official Public Records of Collin County, Texas;

THENCE South 88°44'32" East, continuing along the northerly line of said 80.818 acre tract and along the southerly line of said 47-1/3 acre tract, a distance of 240.00 feet to a 6 inch wooden post found for the northeast corner of said 80.818 acre tract, common to an ell corner of said 47-1/3 acre tract;

THENCE South 00°42'04" West, along the easterly line of said 80.818 acre tract and the westerly line of said 47-1/3 acre tract, a distance of 941.62 feet to a 6 inch wood fence post found for an ell corner of said 80.818 acre tract, common to the southernmost southwest corner of said 47-1/3 acre tract;

THENCE South 88°25'45" East, along the northerly line of said 80.818 acre tract and the southerly line of said 47-1/3 acre tract, a distance of 1,184.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the easternmost northeast corner of said 80.818 acre tract, common to the southeast corner of said 47-1/3 acre tract, same being on the westerly right of way line of aforesaid F.M. Highway 455, from which, a 1/2 inch iron rod found for witness bears South 84°10' East, 1.04 feet;

THENCE South 02°09'19" West, along the easterly line of said 80.818 acre tract and the westerly right of way line of said F.M. Highway 455, a distance of 604.27 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northernmost southeast corner of said 80.818 acre tract, common to the northeast the J.P. Harris Addition, according to the plat thereof recorded in Cabinet G, Page 65 of the Plat Records of Collin County, Texas;

THENCE North 87°49'20" West, departing the westerly right of way line of said F.M. Highway 455, along the southerly line of said 80.818 acre tract and the northerly line of said J.P. Harris Addition, a distance of 599.72 feet to an ell corner of said 80.818 acre tract, common to the northwest corner of said J.P. Harris Addition, same being in the meanders of a small branch;

THENCE along the easterly line of said 80.818 acre tract, the westerly line of said J.P. Harris Addition, and the meanders of said small branch, the following courses and distances:

South 68°00'20" East, a distance of 61.00 feet to a point for corner;

South 15°14'40" West, a distance of 177.00 feet to a point for corner;

South 30°40'40" West, a distance of 199.90 feet to a point for corner;

South 02°24'22" West, a distance of 92.08 feet to a point for corner;

North 88°07'20" West, a distance of 78.00 feet to a point for corner;

South 57°23'40" West, a distance of 79.00 feet to a point for corner;

South 28°45'19" West, a distance of 190.85 feet to the southernmost southeast corner of said 80.818 acre tract, common to the southwest corner of said J.P. Harris Addition, same being on the northerly line of aforesaid 187.62 acre tract;

THENCE South 88°27'14" East, along the northerly line of said 187.62 acre tract and the southerly line of said J.P. Harris Addition, a distance of 2.49 feet to a point for corner;

THENCE South 89°17'06" East, continuing along the northerly line of said 187.62 acre tract and the southerly line of said J.P. Harris Addition, a distance of 667.60 feet to a 1/2 inch iron rod found for the northernmost northeast corner of said 187.62 acre tract, common to the northwest corner of a called 0.99 acre tract of land described in a deed to Brandon J. Perry and Marybeth Esther Jirasek, as recorded in Instrument No. 20191022001325990 of the Official Public Records of Collin County, Texas;

THENCE South 02°25'50" West, departing the southerly line of said J.P. Harris Addition, along the easterly line of said 187.62 acre tract and the westerly line of said 0.99 acre tract, a distance of 187.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said 187.62 acre tract, common to the southwest corner of said 0.99 acre tract;

THENCE South 88°15'11" East, along the northerly line of said 187.62 acre tract and the southerly line of said 0.99 acre tract, a distance of 232.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southernmost northeast corner of said 187.62 acre tract, common to the southeast corner of said 0.99 acre tract, same being on the westerly right of way line of said F.M. Highway 455;

THENCE along the easterly line of said 187.62 acre tract and the westerly right of way line of said F.M. Highway 455, the following courses and distances:

South 02°13'19" West, a distance of 267.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 02°17'19" West, a distance of 524.10 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 02°48'19" West, a distance of 483.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 358.31 feet, a central angle of 02°31'24", and a chord bearing and distance of South 01°32'37" West, 15.78 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 15.78 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 01°32'37" West, departing the westerly right of way line of said F.M. Highway 455 and continuing along the easterly line of said 187.62 acre tract, a distance of 329.61 feet to a 3/8 inch iron rod found for the southeast corner of said 187.62 acre tract, same being on the northerly line of aforesaid 29.000 acre tract;

THENCE North 89°14'27" East, along the northerly line of said 29.000 acre tract, a distance of 34.72 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5392" found for corner;

THENCE North 52°56'53" East, continuing along the northerly line of said 29.000 acre tract, a distance of 109.43 feet to the northernmost corner of said 29.000 acre tract, same being on the southerly right of way line of said F.M. Highway 455, and at the beginning of a non-tangent curve to the left with a radius of 358.31 feet, a central angle of 42°31'44", and a chord bearing and distance of South 68°05'49" East, 259.90 feet, from which, a 3/8 inch iron rod found for witness bears South 52°56' West, 0.29 feet;

THENCE in a southeasterly direction continuing along the northerly line of said 29.000 acre tract and along the southerly right of way line of said F.M. Highway 455, with said non-tangent curve to the left, an arc distance of 265.96 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 89°21'41" East, continuing along the northerly line of said 29.000 acre tract and the southerly right of way line of said F.M. Highway 455, a distance of 374.40 feet to a 1/2 inch iron rod found at the beginning of a tangent curve to the right with a radius of 723.94 feet, a central angle of 18°39'00", and a chord bearing and distance of South 80°02'10" East, 234.61 feet;

THENCE in a southeasterly direction continuing along the northerly line of said 29.000 acre tract and the southerly right of way line of said F.M. Highway 455, with said tangent curve to the right, an arc distance of 235.65 feet to a 1/2 inch iron rod found for the northeast corner of said 29.000 acre tract, same being on the westerly right of way line of County Road No. 828, a variable width right of way, no record found;

THENCE South 01°48'08" West, departing the southerly right of way line of said F.M. Highway 455, along the easterly line of said 29.000 acre tract and the westerly right of way line of said County Road No. 828, a distance of 563.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 00°54'07" West, continuing along the easterly line of said 29.000 acre tract and the westerly right of way line of said County Road No. 828, a distance of 653.00 feet to a 1/2 inch iron rod found for the northernmost southeast corner of said 29.000 acre tract;

THENCE South 49°46'47" West, along the southeasterly line of said 29.000 acre tract and continuing along the westerly right of way line of said County Road No. 828, a distance of 54.00 feet to a 1/2 inch iron rod found for the southernmost southeast corner of said 29.000 acre tract, same being on the northerly right of way line of County Road No. 827, a variable width right of way, no record found;

THENCE South 89°34'47" West, along the southerly line of said 29.000 acre tract and the northerly right of way line of said County Road No. 827, a distance of 238.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°31'13" West, continuing along the southerly line of said 29.000 acre tract and the northerly right of way line of said County Road No. 827, a distance of 325.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 89°50'50" West, continuing along the southerly line of said 29.000 acre tract and the northerly right of way line of said County Road No. 827, a distance of 333.17 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5392" found for corner;

THENCE South 89°40'57" West, continuing along the southerly line of said 29.000 acre tract and the northerly right of way line of said County Road No. 827, along the southerly line of aforesaid 14.803 acre tract, a distance of 517.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 14.803 acre tract, being on the easterly line of aforesaid 29.04 acre tract;

THENCE South 01°06'30" West, departing the northerly right of way line of said County Road No. 827, along the easterly line of said 29.04 acre tract and crossing said County Road No. 827, a distance of 17.62 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 29.04 acre tract, being in the centerline of said County Road No. 827 and the northerly line of aforesaid 214.121 acre tract;

THENCE North 89°26'27" East, continuing along the northerly line of said 214.121 acre tract and said County Road No. 827, a distance of 1,693.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 214.121 acre tract;

THENCE South 01°21'12" West, along the easterly line of said 214.121 acre tract and continuing along said County Road No. 827, a distance of 1,981.23 feet to a 1/2 inch iron rod found for the northernmost southeast corner of said 214.121 acre tract;

THENCE South 89°50'46" West, along the southerly line of said 214.121 acre tract and continuing along said County Road No. 827, a distance of 509.07 feet to a 1/2 inch iron rod found for an ell corner of said 214.121 acre tract;

THENCE South 01°12'43" West, along the easterly line of said 214.121 acre tract and continuing along said County Road No. 827, a distance of 1,820.15 feet to a 1/2 inch iron rod found for the southernmost southeast corner of said 214.121 acre tract;

THENCE North 89°04'29" West, departing said County Road No. 827 and along the southerly line of said 214.121 acre tract, a distance of 2,380.17 feet to a 1/2 inch iron rod found for the southwest corner of said 214.121 acre tract, common to the northwest corner of a called 10.001 acre tract of land described as Tract One in a deed to Joan Ardon Williamson, as recorded in Volume 900, Page 53 of the Deed Records of Collin County, Texas, same being on the easterly line of a called 6.716 acre tract of land described in a deed to Scott Bourland and wife, Kim Bourland, as recorded in Instrument No. 20120622000745540 of the Official Public Records of Collin County, Texas;

THENCE North 00°46'18" West, along the westerly line of said 214.121 acre tract and the easterly line of said 6.716 acre tract, passing at a distance of 579.75 feet a 1/2 inch iron rod

found for the northeast corner of said 6.716 acre tract, common to the southeast corner of a called 5.568 acre tract of land described in a deed to Scott Bourland and Kim Bourland, as recorded in Volume 5909, Page 1057 of the Deed Records of Collin County, Texas, and continuing along the same course and along the easterly line of said 6.716 acre tract, the easterly line of said 50.92 acre tract of land described in a deed to Bryan Lee Brown and Tori Renee Brown, as recorded in Instrument No. 20181115001413260 of the Official Public Records of Collin County, Texas, and County Road No. 285, a variable width right of way, no record found, for a total distance of 1,820.01 feet to a 1/2 inch iron rod found for the southernmost northwest corner of said 214.121 acre tract, common to the northeast corner of said 50.92 acre tract, same being on the southerly line of a called 24.293 acre tract of land described in a deed to Wayne A. Jones and wife, Karen L. Jones, as recorded in Instrument No. 96-0028585 of the Land Records of Collin County, Texas;

THENCE South 89°53'55" East, along the northerly line of said 214.121 acre tract, the southerly line of said 24.293 acre tract and continuing along said County Road No. 285, a distance of 444.85 feet to a rail road spike found for an ell corner of said 214.121 acre tract, common to the southeast corner of said 24.293 acre tract, from which, a 1/2 inch iron rod found for witness bears South 03°54' West, 9.27 feet;

THENCE North 00°22'22" East, along the westerly line of said 214.121 acre tract, the easterly line of said 24.293 acre tract, the easterly line of a called 3.00 acre tract of land described in a deed to Teresa I. Davis, as recorded in Instrument No. 20110308000252990 of the Official Public Records of Collin County, Texas, the easterly line of a called 5.000 acre tract of land described in a deed to Margarita Rose Whitworth, as recorded in Instrument No. 94-0104190 of the Land Records of Collin County, Texas, the easterly line of a called 4.000 acre tract of land described in a deed to Fernando Encizo and wife, Joyce Encizo, as recorded in Volume 2854, Page 469 of the Deed Records of Collin County, Texas, the easterly line of a called 1.000 acre tract of land described in a deed to Tom Milligan and wife, Elizabeth J. Milligan, as recorded in Volume 1175, Page 481 of the Deed Records of Collin County, Texas, the easterly line of a called 1 acre tract of land described in a deed to Thomas Calvin Red and wife, Mary Frances Red, as recorded in Volume 1127, Page 251 of the Deed Records of Collin County, Texas, and continuing along said County Road No. 285, a distance of 1,273.04 feet to the northeast corner of said 1 acre tract, common to the southeast corner of a called 0.998 acre tract of land described in a deed to Thomas Calvin Red and wife, Mary Frances Red, as recorded in Volume 2381, Page 892 of the Deed Records of Collin County, Texas, from which, a 1/2 inch iron rod found for witness bears North 57°29' East, 0.25 feet;

THENCE North 01°42'37" East, along the easterly line of said 0.998 acre tract, the easterly line of a called 5.000 acre tract of land described in a deed to Calvin J. Red and Frances Red, as recorded in Volume 854, Page 296 of the Deed Records of Collin County, Texas, and continuing along the westerly line of said 214.121 acre tract and said County Road No. 285, a distance of 318.87 feet to a 1/2 inch iron rod bent found for the northeast corner of said 5.000 acre tract, common to the southeast corner of a called 2.23 acre tract of land described in a deed to Debra Ann Lacy, as recorded in Instrument No. 96-0064507 of the Land Records of Collin County, Texas;

THENCE North 00°26'40" East, along the easterly line of said 2.23 acre tract, continuing along the westerly line of said 214.121 acre tract and said County Road No. 285, a distance of 340.76 feet to a 5/8 inch iron rod with illegible plastic cap found for the northwest corner of said 214.121 acre tract, common to the northeast corner of said 2.23 acre tract, and the intersection of said County Road No. 285 with County Road No. 827, a variable width right of way, no record found, same being on the southerly line of aforesaid 29.04 acre tract;

THENCE North 89°44'45" West, departing said County Road No. 285, continuing along the southerly line of said 29.04 acre tract and along the northerly line of said 2.23 acre tract, a distance of 96.65 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for the southwest corner of said 29.04 acre tract, being on the easterly line of aforesaid 192.50 acre tract;

THENCE South 00°40'25" West, along the easterly line of said 192.50 acre tract, a distance of 4.86 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for the northernmost southeast corner of said 192.50 acre tract;

THENCE North 86°25'28" West, departing said County Road No. 285, along the southerly line of said 192.50 acre tract, a distance of 83.80 feet to a concrete monument found for an ell corner of said 192.50 acre tract;

THENCE along the southeasterly line of said 192.50 acre tract, the following courses and distances:

South 34°33'32" West, a distance of 704.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 35°21'41" West, a distance of 350.93 feet to a concrete monument found for corner;

North 78°48'13" West, a distance of 227.92 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for corner;

South 28°29'01" West, a distance of 1,262.87 feet to a 5/8 inch iron rod found for the southernmost southeast corner of said 192.50 acre tract, same being on the northerly line of a called 50.92 acre tract of land described in a deed to Bryan Lee Brown and Tori Renee Brown, as recorded in Instrument No. 20181115001413260 of the Official Public Records of Collin County, Texas;

THENCE North 88°57'31" West, along the southerly line of said 192.50 acre tract and the northerly line of said 50.92 acre tract, a distance of 821.17 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said 192.50 acre tract;

THENCE South 00°27'46" West, continuing along the southerly line of said 192.50 acre tract, a distance of 37.76 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for a southeast corner of said 192.50 acre tract;

THENCE North 88°52'39" West, continuing along the southerly line of said 192.50 acre tract, a distance of 360.18 feet to the southwest corner of said 192.50 acre tract, same being in the meanders of the East Fork of the Trinity River;

THENCE along the westerly line of said 192.50 acre tract and the meanders of the East Fork of the Trinity River, the following courses and distances:

North 18°33'49" West, a distance of 37.40 feet to a point for corner;

North 51°56'45" West, a distance of 46.74 feet to a point for corner;

South 88°12'32" West, a distance of 255.64 feet to a point for corner;

South 53°43'07" West, a distance of 118.33 feet to a point for corner;

North 86°29'16" West, a distance of 52.73 feet to a point for corner;

North 56°48'47" West, a distance of 41.44 feet to a point for corner;

North 30°57'19" West, a distance of 209.46 feet to a point for corner;

North 18°36'40" West, a distance of 87.13 feet to a point for corner;

North 05°16'02" West, a distance of 50.25 feet to a point for corner;

North 17°21'18" East, a distance of 53.30 feet to a point for corner;

North 49°29'38" East, a distance of 151.36 feet to a point for corner;

South 88°17'55" East, a distance of 56.37 feet to a point for corner;

South 53°40'30" East, a distance of 158.58 feet to a point for corner;

South 78°11'32" East, a distance of 93.43 feet to a point for corner;

North 78°30'47" East, a distance of 69.23 feet to a point for corner;

North 51°35'54" East, a distance of 62.45 feet to a point for corner;

North 22°36'23" East, a distance of 52.33 feet to a point for corner;

North 23°13'30" West, a distance of 51.72 feet to a point for corner;

North 67°56'56" West, a distance of 222.92 feet to a point for corner;

North 37°28'49" West, a distance of 54.90 feet to a point for corner;

North 15°36'39" East, a distance of 64.24 feet to a point for corner;

North 72°16'55" East, a distance of 46.16 feet to a point for corner;
North 24°48'35" East, a distance of 79.66 feet to a point for corner;
North 00°40'44" West, a distance of 173.91 feet to a point for corner;
North 09°05'03" West, a distance of 117.20 feet to a point for corner;
North 05°16'09" East, a distance of 114.95 feet to a point for corner;
North 62°57'13" East, a distance of 13.32 feet to a point for corner;
North 03°58'52" West, a distance of 27.84 feet to a point for corner;
North 61°00'18" West, a distance of 71.20 feet to a point for corner;
South 77°47'51" West, a distance of 49.68 feet to a point for corner;
South 38°23'00" West, a distance of 81.14 feet to a point for corner;
South 58°42'44" West, a distance of 135.79 feet to a point for corner;
South 85°52'59" West, a distance of 33.73 feet to a point for corner;
North 37°49'28" West, a distance of 106.02 feet to a point for corner;
South 87°20'09" West, a distance of 53.35 feet to a point for corner;
North 41°01'42" West, a distance of 29.14 feet to a point for corner;
North 15°24'28" West, a distance of 188.88 feet to a point for corner;
North 12°58'57" East, a distance of 87.22 feet to a point for corner;
North 41°31'15" East, a distance of 154.10 feet to a point for corner;
North 12°59'53" West, a distance of 308.06 feet to a point for corner;
North 54°50'19" West, a distance of 19.23 feet to a point for corner;

THENCE departing the meanders of the East Fork of the Trinity River, continuing along the westerly line of said 192.50 acre tract and the along the meanders of a small branch, the following courses and distances:

North 39°22'46" East, a distance of 106.17 feet to a point for corner;
North 83°13'03" East, a distance of 193.12 feet to a point for corner;
North 25°59'59" East, a distance of 35.85 feet to a point for corner;

North 07°12'47" East, a distance of 65.75 feet to a point for corner;
North 26°42'38" West, a distance of 97.02 feet to a point for corner;
North 34°38'14" East, a distance of 34.70 feet to a point for corner;
North 06°45'33" West, a distance of 13.52 feet to a point for corner;
North 45°12'46" West, a distance of 27.57 feet to a point for corner;
North 04°24'23" West, a distance of 20.14 feet to a point for corner;
North 40°46'43" East, a distance of 43.45 feet to a point for corner;
North 14°18'42" East, a distance of 19.67 feet to a point for corner;
North 26°19'30" West, a distance of 85.42 feet to a point for corner;
North 10°42'35" West, a distance of 22.00 feet to a point for corner;
North 01°40'07" East, a distance of 28.06 feet to a point for corner;
North 18°08'52" East, a distance of 15.57 feet to a point for corner;
South 88°28'31" East, a distance of 28.14 feet to a point for corner;
South 37°29'18" East, a distance of 55.50 feet to a point for corner;
North 45°12'50" East, a distance of 78.34 feet to a point for corner;
North 20°40'46" East, a distance of 39.55 feet to a point for corner;
North 28°54'33" West, a distance of 45.55 feet to a point for corner;
North 55°04'53" West, a distance of 73.65 feet to a point for corner;
North 76°29'44" West, a distance of 62.30 feet to a point for corner;
North 31°56'55" West, a distance of 42.98 feet to a point for corner;
North 34°37'17" East, a distance of 35.12 feet to a point for corner;
South 77°12'20" East, a distance of 17.47 feet to a point for corner;
South 44°23'15" East, a distance of 37.02 feet to a point for corner;
North 73°22'40" East, a distance of 20.75 feet to a point for corner;

North 25°16'08" East, a distance of 71.84 feet to a point for corner;
North 69°39'07" East, a distance of 26.32 feet to a point for corner;
North 35°04'13" East, a distance of 18.62 feet to a point for corner;
North 18°08'17" West, a distance of 59.18 feet to a point for corner;
North 26°57'25" East, a distance of 30.65 feet to a point for corner;
North 72°07'04" East, a distance of 17.13 feet to a point for corner;
South 75°41'09" East, a distance of 35.03 feet to a point for corner;
North 88°13'19" East, a distance of 27.26 feet to a point for corner;
North 18°54'16" East, a distance of 62.23 feet to a point for corner;
North 30°01'27" West, a distance of 65.30 feet to a point for corner;
North 48°15'58" East, a distance of 38.73 feet to a point for corner;
North 18°19'38" East, a distance of 40.53 feet to a point for corner;
North 52°21'48" East, a distance of 50.90 feet to a point for corner;
South 84°59'05" East, a distance of 38.08 feet to a point for corner;
South 08°31'05" East, a distance of 41.98 feet to a point for corner;
South 80°46'24" East, a distance of 19.97 feet to a point for corner;
North 63°37'22" East, a distance of 69.27 feet to a point for corner;
North 38°20'01" East, a distance of 58.38 feet to a point for corner;
North 72°42'38" East, a distance of 60.72 feet to a point for corner;
South 10°28'46" East, a distance of 20.70 feet to a point for corner;
South 48°27'16" West, a distance of 22.03 feet to a point for corner;
South 03°50'33" East, a distance of 36.62 feet to a point for corner;
South 82°03'56" East, a distance of 38.89 feet to a point for corner;
South 22°28'11" East, a distance of 52.32 feet to a point for corner;
North 82°50'30" East, a distance of 33.41 feet to a point for corner;

South 61°06'21" East, a distance of 22.80 feet to a point for corner;

South 34°05'06" East, a distance of 20.86 feet to a point for corner;

South 06°36'20" West, a distance of 36.84 feet to a point for corner;

North 89°46'28" East, a distance of 50.48 feet to a point for corner;

North 32°09'46" East, a distance of 43.30 feet to a point for corner;

North 86°33'06" East, a distance of 16.09 feet to a point for corner;

South 59°06'29" East, a distance of 43.15 feet to a point for corner;

North 34°03'05" East, a distance of 66.70 feet to a point for corner;

North 24°01'47" East, a distance of 49.56 feet to a point for corner;

North 86°09'13" East, a distance of 112.44 feet to a point for corner;

South 57°50'37" East, a distance of 33.63 feet to a point for corner;

THENCE North 01°49'43" East, departing the meanders of said small branch and continuing along the westerly line of said 192.50 acre tract, a distance of 124.35 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4709" found for the southernmost southeast corner aforesaid 187.62 acre tract;

THENCE North 88°41'50" West, departing the westerly line of said 192.50 acre tract, along the southerly line of said 187.62 acre tract and crossing County Road No. 210, a variable width right of way, a distance of 1,345.68 feet to the southwest corner of said 187.62 acre tract, same being in the meanders of the East Fork of the Trinity River;

THENCE along the westerly line of said 187.62 acre tract and said meanders of the East Fork of the Trinity River, the following courses and distances:

North 22°38'37" West, a distance of 269.84 feet to a point for corner;

North 09°53'16" East, a distance of 98.56 feet to a point for corner;

North 77°34'56" East, a distance of 196.81 feet to a point for corner;

North 02°13'00" West, a distance of 77.82 feet to a point for corner;

North 20°08'30" East, a distance of 213.55 feet to a point for corner;

North 62°52'29" East, a distance of 218.73 feet to a point for corner;

North 00°46'50" West, a distance of 61.19 feet to a point for corner;

North 34°19'31" West, a distance of 222.90 feet to a point for corner;

North 28°08'09" West, a distance of 149.58 feet to a point for corner;

North 15°53'51" West, a distance of 217.59 feet to a point for corner;

North 03°12'11" West, a distance of 52.30 feet to the westernmost northwest corner of said 187.62 acre tract, same being on the southerly line of East Fork Estates, according to the plat thereof recorded in Cabinet C, Page 206 of the Plat Records of Collin County, Texas;

THENCE South 88°56'18" East, departing said meanders, along the northerly line of said 187.62 acre tract and the southerly line of said East Fork Estates, passing at a distance of 54.66 feet a 1/2 inch iron pipe found for corner, and continuing along the same course, for a total distance of 1,775.13 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4709" found for an ell corner of said 187.62 acre tract;

THENCE North 02°39'53" East, departing the southerly line of said East Fork Estates, along the westerly line of said 187.62 acre tract and crossing aforesaid Lot 8, passing at a distance of 449.35 feet a 1/2 inch iron rod with plastic cap stamped RPLS 5686" found on the southerly line of a 60 foot wide Road and Utility Easement recorded in Cabinet C, Page 206 of the Plat Records of Collin County, Texas, and continuing along the same course, for a total distance of 479.35 feet to a northwest corner of said 187.62 acre tract, same being on the northerly line of said Lot 8, the southerly line of Lot 22 of said East Fork Estates;

THENCE South 88°09'27" East, along the northerly line of said 187.62 acre tract, the northerly line of said Lot 8, the northerly line of aforesaid Lot 7, the southerly line of said Lot 22 and the southerly line of Lot 21 of said East Fork Estates, a distance of 396.22 feet to the northeast corner of said Lot 7, common to the northwest corner of aforesaid Lot 6, from which, a mag nail with shiner found for witness bears South 80°48' West, 0.29 feet;

THENCE North 67°37'28" East, along the northwesterly line of said 187.62 acre tract, the northwesterly line of said Lot 6, and the southeasterly line of said Lot 21, a distance of 72.10 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 79°18' East, 0.56 feet;

THENCE North 33°03'40" East, continuing along the northwesterly line of said 187.62 acre tract, the northwesterly line of said Lot 6, and the southeasterly line of said Lot 21, a distance of 60.00 feet to a mag nail found for corner;

THENCE North 00°27'10" East, along the westerly line of said 187.62 acre tract, the westerly line of said Lot 6 and the easterly line of said Lot 21, a distance of 136.90 feet to a northwest corner of said 187.62 acre tract, the northwest corner of said Lot 6, common to the southwest corner of Lot 5 of said East Fork Estates, from which, a 1/2 inch iron rod found for witness bears North 81°20' East, 0.57 feet;

THENCE South 88°22'07" East, along the northerly line of said 187.62 acre tract, the northerly line of said Lot 6, and the southerly line of said 5, passing at a distance of 30.00 feet a 1/2 inch iron rod found for corner on the easterly line of said 60 foot wide Road and Utility Easement, and continuing along the same course, for a total distance of 381.99 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 6, common to the southeast corner of said Lot 5, and an ell corner of said 187.62 acre tract, from which, a 1/2 inch iron rod found for witness bears North 83°22' West, 0.94 feet and a 1/2 inch iron rod found for witness bears South 89°18' West, 1.80 feet;

THENCE North 02°17'35" East, along the westerly line of said 187.62 acre tract and along the easterly line of said East Fork Estates, a distance of 344.92 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for corner;

THENCE North 03°13'26" East, continuing along the westerly line of said 187.62 acre tract and along the easterly line of said East Fork Estates, a distance of 312.50 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for corner;

THENCE North 02°50'31" East, continuing along the westerly line of said 187.62 acre tract and along the easterly line of said East Fork Estates, a distance of 451.70 feet to a 1/2 inch iron rod found for corner;

THENCE North 03°08'55" East, continuing along the westerly line of said 187.62 acre tract and along the easterly line of said East Fork Estates, a distance of 278.52 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex RPLS 3689" found for corner;

THENCE North 02°24'40" East, continuing along the westerly line of said 187.62 acre tract and along the easterly line of said East Fork Estates, a distance of 729.57 feet to the **POINT OF BEGINNING** and containing 748.676 acres (32,612,334 square feet) of land, more or less.

TRACT 2

BEING a tract of land situated in the R. Phalen Survey, Abstract No. 694 and the J.M. Kincade Survey, Abstract No. 510, Collin County, Texas, and being all of a called 59.536 acre tract of land described in a deed to Annaland, Ltd., as recorded in Volume 5930, Page 1861 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the westernmost northwest corner of said 59.536 acre tract, common to the southwest corner of a called 3.988 acre tract of land described in a deed to MMD Wallace, LLC, as recorded in Instrument No. 20220325000481190 of the Official Public Records of Collin County, Texas, being on the easterly right of way line of F.M. Highway 455, an 80 foot wide right of way, from which, a 1/2 inch iron rod found for witness bears North 89°08' West, 0.30 feet;

THENCE South 88°34'25" East, departing the easterly right of way line of said F.M. Highway 455, along the northerly line of said 59.536 acre tract, the southerly line of said 3.988 acre tract, and the southerly line of a called 1.00 acre tract of land described in a deed to Mary C. Rollins,

as recorded in Instrument No. 20090519000609560 of the Official Public Records of Collin County, Texas, a distance of 664.53 feet to a 6 inch wooden post found for an ell corner of said 59.536 acre tract, common to the southeast corner of a called 1.00 acre tract of land described in a deed to Mary C. Rollins, as recorded in Instrument No. 20090519000609560 of the Official Public Records of Collin County, Texas;

THENCE North 02°32'31" East, along the westerly line of said 59.536 acre tract and the easterly line of said 1.00 acre tract, a distance of 308.62 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex 3689" found for the northernmost northwest corner of said 59.536 acre tract, common to the northeast corner of said 1.00 acre tract, being on the southerly right of way line of County Road No. 288, a variable width right of way, no record found;

THENCE South 88°45'13" East, along the northerly line of said 59.536 acre tract and the southerly right of way line of said County Road No. 288, a distance of 511.72 feet to a point for corner, from which, a 1/2 inch bent iron rod found for witness bears South 01°52" East, 0.64 feet;

THENCE North 85°54'47" East, continuing along the northerly line of said 59.536 acre tract and the southerly right of way line of said County Road No. 288, a distance of 200.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°21'31" East, continuing along the northerly line of said 59.536 acre tract and the southerly right of way line of said County Road No. 288, a distance of 660.45 feet to a 1/2 inch iron rod found for the northeast corner of said 59.536 acre tract, common to the northwest corner of a called 17.229 acre tract of land described in a deed to Gero Atilla Temesvary and Kristin Rae Temesvary, as recorded in Instrument No. 20200123000098610 of the Official Public Records of Collin County, Texas;

THENCE South 00°46'45" East, departing the southerly right of way line of said County Road No. 288, along the easterly line of said 59.536 acre tract and the westerly line of said 17.229 acre tract, a distance of 463.90 feet to a 1/2 inch iron rod found for corner;

THENCE South 15°57'46" East, continuing along the easterly line of said 59.536 acre tract and the westerly line of said 17.229 acre tract, a distance of 526.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northernmost southeast corner of said 59.536 acre tract;

THENCE along the southerly line of said 59.536 acre tract, the following courses and distances:

North 88°28'51" West, a distance of 321.99 feet to a 1/2 inch iron rod found for corner;

North 89°27'46" West, a distance of 189.98 feet to a 1/2 inch iron rod with plastic cap stamped "Metroplex 3689" found for corner;

North 88°09'30" West, a distance of 279.41 feet to a 1/2 inch iron rod found for corner;

North 83°59'34" West, a distance of 198.41 feet to a 1/2 inch iron rod found for corner;

North 89°37'20" West, a distance of 130.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said 59.536 acre tract;

THENCE South 01°15'52" West, along the easterly line of said 59.536 acre tract, a distance of 833.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southernmost southeast corner of said 59.536 acre tract;

THENCE North 88°32'11" West, along the southerly line of said 59.536 acre tract, a distance of 131.97 feet to a point for corner on the northerly right of way line of aforesaid F.M. Highway 455, and at the beginning of a non-tangent curve to the left with a radius of 803.94 feet, a central angle of 24°19'02", and a chord bearing and distance of North 77°12'09" West, 338.65 feet, from which, a 1/2 inch iron rod with plastic cap stamped "Metroplex 3689" found for witness bears North 87°29' East, 0.75 feet;

THENCE in a northwesterly direction along the southerly line of said 59.536 acre tract and the northerly right of way line of said F.M. Highway 455, with said non-tangent curve to the left, an arc distance of 341.21 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°21'41" West, continuing along the southerly line of said 59.536 acre tract and the northerly right of way line of said F.M. Highway 455, a distance of 374.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 278.31 feet, a central angle of 92°10'00", and a chord bearing and distance of North 43°16'41" West, 400.96 feet;

THENCE in a northwesterly direction along the curving southwesterly line of said 59.536 acre tract and the curving northeasterly right of way line of said F.M. Highway 455, with said tangent curve to the right, an arc distance of 447.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South 24°42' East, 0.39 feet;

THENCE North 02°48'19" East, along the westerly line of said 59.536 acre tract and the easterly right of way line of said F.M. Highway 455, a distance of 483.88 feet to a point for corner, from which, a 1/2 inch iron rod laid over found for witness bears South 65°15' West, 0.24 feet;

THENCE North 02°17'19" East, continuing along the westerly line of said 59.536 acre tract and the easterly right of way line of said F.M. Highway 455, a distance of 524.50 feet to a 1/2 inch iron rod found for corner;

THENCE North 02°13'19" East, continuing along the westerly line of said 59.536 acre tract and the easterly right of way line of said F.M. Highway 455, a distance of 78.15 feet to the **POINT OF BEGINNING** and containing 59.545 acres (2,593,774 square feet) of land, more or less.

Exhibit B
Depiction of the Property

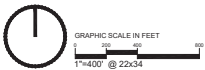


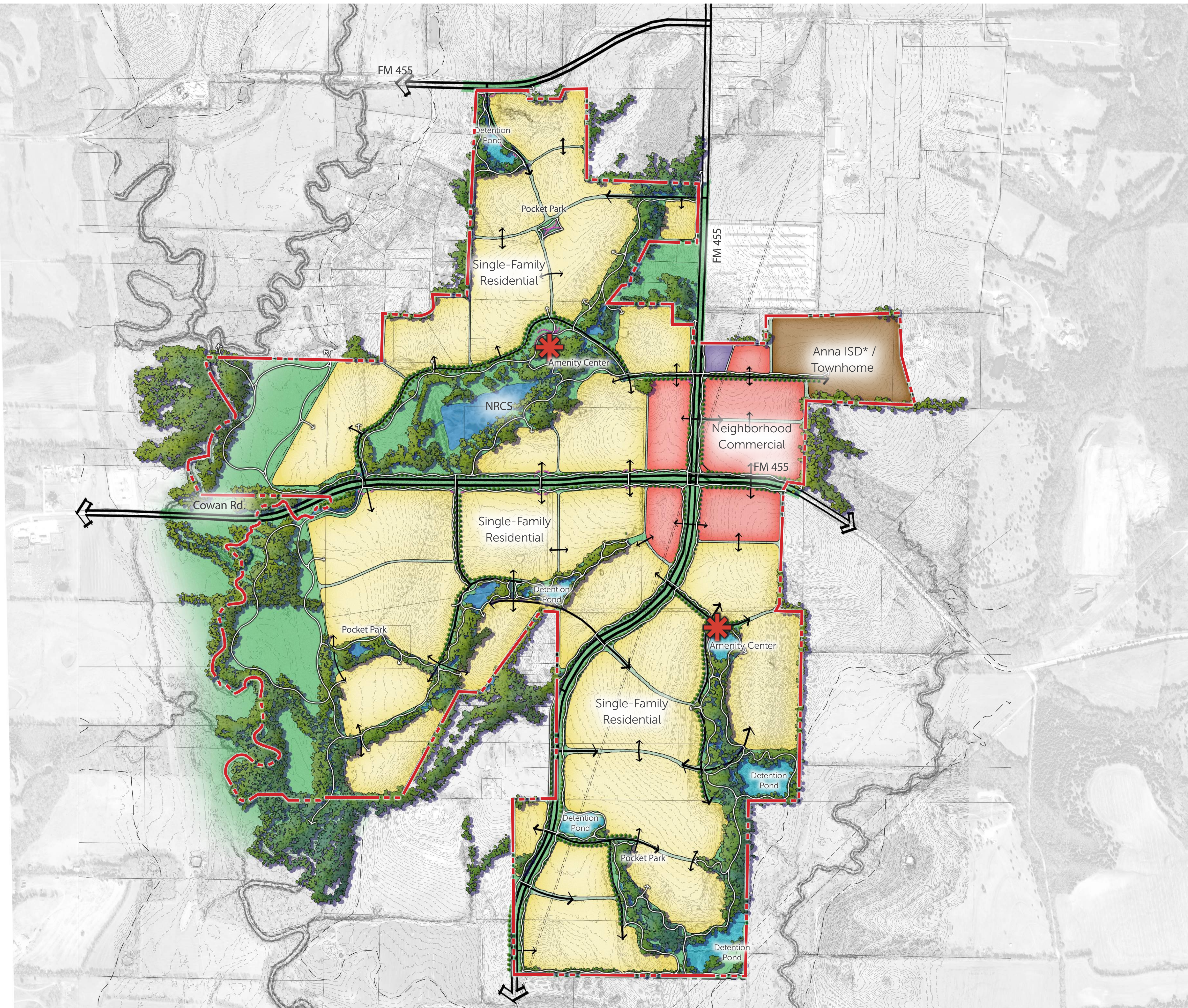
EXHIBIT B
OAK RIDGE -
DEPICTION OF
PROPERTY

Oak Ridge
Collin County, Texas

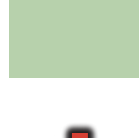
Kimley  **Horn**

6180 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-4028
May 2025
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS NOT BEEN PRODUCED
WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

Exhibit C
Illustrative Layout



Legend

-  Site Boundary
-  Neighborhood Commercial
-  Anna ISD* / Townhome
-  Single-Family Residential
-  Lake and Detention
-  Open Space
-  Amenity Center
-  Fire Station

* Final ISD location to be determined upon additional coordination with Anna ISD

The information shown is based on the best information available and is subject to change without notice.

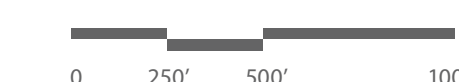


Exhibit D
Development Standards

EXHIBIT D

DEVELOPMENT REGULATIONS FOR OAK RIDGE

The permitted uses and standards for development of the Property shall be in accordance with the Single-Family Residential District (SF-10.5), Single-Family Residential District (SF-7.2), Single-Family Residential District (SF-6.0), Mixed-Density Residential District (MD - Single-Family Garden Home, Single-Family Attached, Single-Family Duplex), Local Commercial District (C-1), and Regional Commercial District (C-2) of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and this Agreement including without limitation the City's Planning and Development Regulations.

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

Illustrative Layout; Conflicts and Terms.

1. Development shall generally comply with Exhibit C – “Illustrative Layout”. Where there is a conflict between the Illustrative Layout and these Development Regulations, these Development Regulations shall control.
2. These Development Regulations and the City's Ordinances in effect at the time these Development Regulations were prepared shall control development of the project. Where there is a conflict between these Development Regulations and the City's Zoning Ordinance, these Development Regulations shall control. Upon approval of a Planned Development District in accordance with these Development Regulations, the Planned Development shall control.
3. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City's Zoning Ordinance or the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
4. Allowable land uses are identified on Exhibit A – “Zoning District Map” of the Development Standards.
5. Maximum number of residential units (combined total of SF-10.5, SF-8.4, SF-7.2, SF-6.0, and MD): 3,000 units.
 - A. Maximum number of Single-Family and MD units 100%
 - i. Maximum number of MD units 20%
 - ii. Maximum number of SF-6.0 units 45%
 - iii. Minimum number of SF-7.2 units 15%

- iv. Minimum number of SF-8.4 units 10%
- v. Minimum number of SF-10.5 units 5%

Lot sizes may be mixed within each area to provide additional options and character to the project.

6. Fencing:

- A. All fences backing or siding onto Cowan Road and FM 455 shall be solid masonry construction.
 - B. All fences backing or siding on to creek corridors (greenbelts), linear park areas, pocket parks, or open space areas shall be ornamental metal fences, such as wrought iron or tubular steel.
 - C. All wood privacy fencing between residences shall be at least six feet in height.
 - D. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.
 - E. All fences backing or siding to common areas and the project perimeter shall be uniform wood (board on board) construction measuring at least six feet in height.
 - F. Allowable fencing materials are further identified on Exhibit C – “Fence Exhibit” of these Development Standards.
7. A minimum 20-foot-wide common area tract to be owned and maintained by the homeowners’ association will be required along both sides of Cowan Road and FM 455 as shown on the Illustrative Layout. Within the 20-foot-wide common area tract, Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet height at the time of planting) per 50 linear feet of screening wall and one ornamental tree per 30 feet of screening wall. Trees may be grouped or clustered to facilitate site design.

8. Private Amenities:

- A. The creek corridors (greenbelts), pocket parks, and linear park areas shall be provided in the general locations shown on the Illustrative Layout; provided, however, that the final locations of the greenbelt, pocket parks and linear park areas shall be determined at the time of Concept Plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is authorized to administratively approve modifications to the locations of the creek corridors, pocket parks and linear park areas during the platting stage or the permitting stage. Developer may receive credit against Park Development and Park Dedication Fees for these areas as set forth in the Development Agreement.
- B. The location of the trail system shall be in general conformance with Exhibit J; provided, however, that the final locations of the trail system shall be determined at the time of civil engineering plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is

authorized to administratively approve modifications to the locations of the trail system during the platting stage or the permitting stage.

- C. Two private amenity center facilities shall be provided as part of the single-family development in the general locations shown on the Illustrative Layout.

9. Public Parks and Amenities:

- A. The creek corridors (greenbelts), linear park areas and trail system shown on the Illustrative Layout shall be accessible and open to the general public. The Developer will receive credit against Park Development and Park Dedication Fees for these areas as set forth in the Development Agreement.

10. Infrastructure Improvements: As shown on the Illustrative Layout, Cowan Road shall be dedicated with a 120' R.O.W. as a 6-lane divided principal arterial; FM 455 shall be dedicated with a 120' R.O.W. as a 6-lane divided principal arterial; Trinity Falls Parkway south of Cowan Road shall be dedicated with a 120' R.O.W. as a 6-lane divided principal arterial. Where adjacent to property owned by others, Oak Ridge will dedicate 60' of the total 120'. When development occurs adjacent to Trinity Falls Parkway and Cowan Road, 4 lanes of the ultimate 6 lane arterial will be constructed. The city shall construct the final two lanes when traffic warrants. FM 455 pavement expansion will be constructed by TxDOT. The realignment of FM 455 is under consideration by TxDOT and could alter these requirements; revisions, if any, to the alignments will be addressed in the Concept Plan.

ARTICLE 9.02 SUBDIVISION REGULATIONS

1. Sec. 9.02.086 Sidewalks

(a) Provided in Residential and Nonresidential Areas

- (1) 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	5 feet

- (2) Construction standards for sidewalks shall be as set forth in the City's design standards.
- (3) Concrete trail widths vary and generally follow locations shown on Exhibit E.

ARTICLE 9.03 DESIGN STANDARDS

1. Sec. 2 Streets

Table 2.1 GEOMETRIC DESIGN STANDARDS

Design Element	Principal Arterial Divided	Minor Arterial Divided	Minor Arterial Undivided	Major Collector Undivided	Minor Collector Undivided	Local
Number of Traffic Lanes	6	4	4	4	2	2
Maximum Lane Width (Feet)	12	12	12	11	11+	15
Minimum RW Width * (Feet)	120	90	80	80	60	50
Design Speed (MPH)	45	40	40	40	35	25
Stopping Sight distance (Feet)	400	325	325	325	325	325
Median Width ** (Feet)	16	14	14	-	-	-
Minimum Lateral Clearance (feet)	6	6	6	6	6	-
Parking Permitted	No	No	No	No	Com. Some / Res. Yes	Res. Yes
Minimum Horizontal Centerline Curvature (Feet)	1200	850	850	Com. 700 Res. 600	Com. 500 Res. 350	Res. 200 Elbow 50'

*** RIGHT-OF-WAY REQUIREMENTS FOR STATE HIGHWAY AND/OR THE PROVISION OF RIGHT TURN LANES OR OTHER INTERSECTION IMPROVEMENTS MAY EXCEED THIS MINIMUM RW STANDARDS.**

**** LARGER MEDIANS MAY BE REQUIRED TO PROVIDE FOR MULTIPLE TURN LANES.**

***** LOCAL RESIDENTIAL CUL-DE-SACS SHALL HAVE A MINIMUM RW RADIUS OF FIFTY FEET (50').**

ARTICLE 9.04 ZONING ORDINANCE

1. Sec. 9.04.013 Single-Family Residential (SF-10.5) District

Table 7: Single-Family Residential (SF-10.5) District Dimensional Standards

Single-Family Residential (SF-10.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	10,500 square feet ¹
B	Lot Width (min.)	80 feet
C	Lot Depth (min.)	120 feet ¹
D	Lot Coverage (max.)	60% ¹
Setback Requirements		
E	Front Yard (min.)	20 feet
F	Rear Yard (min.)	20 feet ²
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations		Sec. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 - Landscaping		

¹ For lots located in cul-de-sacs or at knuckles, lot depth shall be reduced to 100 feet, and lot coverage shall be increased to 65%.

² Covered, non-enclosed patios may encroach up to 8’.

2. **Sec. 9.04.014 Single-Family Residential (SF-8.4) District**

- (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.

Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards

Single-Family Residential (SF-8.4) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	8,400 square feet ¹
B	Lot Width (min.)	70 feet
C	Lot Depth (min.)	120 feet ¹
D	Lot Coverage (max.)	65% ¹
Setback Requirements		
E	Front Yard (min.)	20 feet
F	Rear Yard (min.)	20 feet ²
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations		Sec. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 - Landscaping		

¹ For lots located in cul-de-sacs or at knuckles, lot depth shall be reduced to 100 feet, and lot coverage shall be increased to 70%.

² Covered, non-enclosed patios may encroach up to 8’.

3. **Sec. 9.04.015 Single-Family Residential (SF-7.2) District**

- (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.

Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards

Single-Family Residential (SF-7.2) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	7,200 square feet ¹
B	Lot Width (min.)	60 feet
C	Lot Depth (min.)	120 feet ¹
D	Lot Coverage (max.)	60% ¹
Setback Requirements		
E	Front Yard (min.)	20 feet
F	Rear Yard (min.)	20 feet ²
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations		Sec. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 - Landscaping		

¹ For lots located in cul-de-sacs or at knuckles, lot depth shall be reduced to 100 feet, and lot coverage shall be increased to 70%.

² Covered, non-enclosed patios may encroach up to 8’.

4. **Sec. 9.04.016 Single-Family Residential (SF-6.0) District**

- (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.

Table 9: Single-Family Residential (SF-6.0) District Dimensional Standards

Single-Family Residential (SF-6.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	6,000 square feet ¹
B	Lot Width (min.)	50 feet
C	Lot Depth (min.)	120 feet ¹
D	Lot Coverage (max.)	65% ¹
Setback Requirements		
E	Front Yard (min.)	20 feet
F	Rear Yard (min.)	20 feet ²
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations		Sec. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 – Landscaping		

¹ For lots located in cul-de-sacs or at knuckles, lot depth shall be reduced to 100 feet, and lot coverage shall be increased to 70%.

² Covered, non-enclosed patios may encroach up to 8’.

5. **Sec. 9.04.017 Mixed-Density Residential (MD) District**

- (c) Dimensional Standards. Development in the Mixed-Density Residential (MD) district shall follow Table 10: Mixed-Density Residential (MD) District Single-Family Garden Home, Single-Family Attached, Duplex Dimensional Standards.

Table 10: Mixed-Density Residential (MD) District Dimensional Standards

Mixed-Density Residential (MD) District Single-Family Garden Home Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	4,400 square feet
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	70%
Setback Requirements		
E	Front Yard (min.)	20 feet (Front Entry) 10 feet (Rear Entry)
F	Rear Yard (min.) ³	10 feet (Front Entry) 20 feet (Rear Entry)
G	Side Yard (min.)	5 feet or 1 foot / 9 feet split (minimum 10 feet between buildings)
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. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 – Landscaping		

Mixed-Density Residential (MD) District Single-Family Attached Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	1,750 square feet per unit
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	70 feet
D	Lot Coverage (max.)	70%
Setback Requirements		
E	Front Yard (min.)	20 feet (Front Entry) 10 feet (Rear Entry)
F	Rear Yard (min.) ³	10 feet (Front Entry) 20 feet (Rear Entry)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations		Sec. 9.04.046 – Screening and Fencing
Sec. 9.04.042 – Site Design Requirements		Sec. 9.04.047 – Outdoor Lighting
Sec. 9.04.043 – Parking		Sec. 9.04.048 – Trash
Sec. 9.04.044 – Loading		Sec. 0.04.049 – Performance Standards
Sec. 0.04.045 – Landscaping		

Mixed-Density Residential (MD) District Duplex Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	2,000 square feet per unit
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	60%
Setback Requirements		
E	Front Yard (min.)	20 feet (Front Entry) 10 feet (Rear Entry)
F	Rear Yard (min.) ¹	10 feet (Front Entry) 20 feet (Rear Entry)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

¹ Covered, non-enclosed patios may encroach up to 8'.

Sec. 9.04.028 Use Table

Table 19: Use Table

Land Use	SF-10.5	SF8.4	SF-7.2	SF-6.0	MD	C-1	C-2
Radio, TV, or Microwave Operations, Commercial	P	P	P	P	P	P	P

6. Section 9.04.042 Site Design Requirements

(c) Single-Family and Two-Family Residential Standards.

(5) House Repetition.

(A) Within residential developments, single-family and two-family dwellings with substantially identical exterior elevations can only repeat every four (4) lots when fronting the same right-of-way including both sides of the street.

(B) Homes side by side or across the street within one house (directly across the street or “caddy corner” across the street) shall not have substantially identical exterior elevations.

(6) Building Materials

(A) Exteriors. The exterior of each primary residence on a Lot shall be constructed in accordance with the Building Material Guidelines table below.

(B) “Masonry” may include brick or stone stacked and mortared in place (stone means granite, limestone, marble, or other naturally occurring stone), stucco consisting of exterior Portland cement, hand-applied in three coats to a minimum thickness of three-quarters of an inch (3/4”), concrete tilt-wall or other concrete finish techniques, or other similar products. For all exterior plan types, cementitious siding products may be used in areas where it is not structurally feasible to support brick or stone.

Building Material Guidelines	
First Floor	A minimum of 85 percent masonry is required for the entire first floor. The front and sides of each elevation must be masonry, with only the rear to have other materials. Rear masonry is required on any house that backs to Cowan Road and FM 455.

Masonry Materials

- o Brick
 - Brick shall meet specifications established by the Brick Institute of America.
 - Concrete brick is not allowed.
 - Jumbo bricks are not allowed.
- o Mortar Joints
 - Mortar joints shall be tooled; no “slump” joints are permitted.

Non-Masonry Materials

- o Siding
 - Siding material may be cementitious Hardie-Plank or fiber planking.
 - Plywood, particle board and vinyl are prohibited.
- o Trim/Wood
 - All trim and wood shall be smooth and painted or stained.
 - Stained wood must be sealed.
- o Metal
 - Exposed metals must be anodized aluminum, bronze, copper or painted galvanized steel.

Exclusions. Roofs, eaves, dormers, soffits, windows, gables, doors, garage doors, decorative trim, and trim work are not required to be constructed of masonry.

Prohibited Elements. Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures). Mirrored glass.

(7) Roofs & Chimneys

(A) Accepted Roof Materials. Roofing materials shall be limited to architectural shingles of weathered wood or black colored, non-reflective metal, clay, tile or architectural composition shingles with a minimum rating of 30 years. All shingles must meet or exceed applicable local, FEMA, FHA and VA regulations. No three-tab shingles are permitted.

(B) Chimneys. Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house; provided however, that any chimney located on the interior portion of the roof may also include cementitious materials solely or in addition to the brick or other masonry. If a chimney or fireplace chase is located on the side of a residence, then it is required to be constructed of masonry.

(8) Gutters/Downspouts/Drains

(A) All residences shall be constructed with gutters and downspouts. Gutters and downspouts shall match the color of the existing trim of the residence.

(9) Floor Plate

(A) The minimum Plate height for the first floor shall be nine (9) feet; 8-ft floor plate along a side elevation that are disguised across the front elevation and that “pop-up” to 9-feet within the residence is allowed. In addition, the minimum combined plate height for two story elevations shall not be less than eighteen (18) feet.

(10) Screening and Placement

(A) Mechanical equipment, trash receptacles, equipment, wood piles and other miscellaneous outdoor storage must be visually screened from public view and neighboring Lots by a solid screening wall/fence or landscaping sufficient for screening.

(d) Nonresidential Standards

(1) Building Articulation

(A) Single- and multi-tenant buildings < 50,000 square feet

- i. All buildings shall utilize façade offsets and appropriate fenestration, to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.
- ii. Elevations that are 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary façade plane of at least 18 inches deep and 4 feet wide.

- iii. The height of those offsets is equal to the building's height at the location of the offset.

(B) Single- and multi-tenant buildings 50,000 square feet and larger

- iv. All buildings shall utilize either façade offsets and appropriate fenestration, color variations, alternative building materials, or other architectural treatments, to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.
- v. Elevations that are 50 feet or longer in horizontal length require at least one of the following: at least two offsets (projection or recess) from the primary façade plane of at least 18 inches deep and 4 feet wide, color variations, alternative building materials, or other architectural treatments.
- vi. The height of those offsets, color variations, alternative building materials, or other architectural treatments is equal to the building's height at the location of the application.

(2) Roof Treatment

- (A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, change in height, changes in roof form, type or planes that typically correspond to offsets in the building's façade, 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) Single- and multi-tenant buildings < 50,000 square feet : The use of recessed windows, awnings, sills, drip caps, projecting trim casing or surrounds, projecting muntins or mullions, and other elements is required.
 - (B) Single- and multi-tenant buildings 50,000 square feet and larger do not require fenestration.
 - (C) 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 purposes. The covering shall be at least three feet in depth when measured from the face of the adjoining façade.
 - (B) All building elevations shall feature at least at least two facade offsets (recess or projection) five feet in depth for every 50 feet of horizontal length.

- (C) All building elevations shall feature at least two distinct roof lines or a roof parapet with cornice design or similar element.
- (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) Single- and multi-tenant buildings greater than 50,000 square feet shall provide least one of the following: at least two offsets (projection or recess) from the primary façade plane of at least 18 inches deep and 4 feet wide, color variations, alternative building materials, or other architectural treatments.

7. Section 9.04.044 Loading

(d) Standards.

(5) Location. A loading space:

- (B) Must be located within the same development as the building or use served;
- (C) Is prohibited from projecting into a sidewalk, street, or public right-of-way, including any maneuvering area;
- (D) Is prohibited from being located between the front building line and the lot line;
- (E) Must be placed to the rear or side of buildings in visually unobtrusive locations;
- (F) Must be set back a minimum distance of 100 feet (35 feet for Self-Storage (Mini-Warehouse) from any adjacent residential zoning district or use;
- (G) Must be set back a minimum distance of 50 feet from any public street or front property line; and
- (H) Must be oriented away from the street frontage.

8. Section 9.04.045 Landscaping

(f) Minimum Landscaping Requirements.

(2) Parking Lots.

- (A) Landscape areas within parking lots shall be at least 162 square feet in size with approximate dimensions of 9 feet wide by 18 feet deep.

(4) Residential Development

Table 27: Residential Planting Requirements

	Trees required per lot (Include front yard tree requirement) Canopy / Ornamental	Minimum Trees Required in Front yard Canopy / Ornamental
SF 10.5	3 / 5	2 / 2
SF 8.4	3 / 4	2 / 1 or 1 / 3
SF 7.2	2 / 4	2 / 1 or 1 / 3
SF 6.0	2 / 3	1 / 2
MD	1 / 2	1 / 1
Note: 1 Street tree shall count as 1 required front yard tree		

(h) Tree Preservation.

- (1) Trees located with the tree preservation areas identified on Exhibit D - "Tree Preservation" shall be preserved with the exception of trees that must be removed to allow for the construction of public infrastructure improvements.
- (2) The Developer shall plant one large tree (minimum of three-inch caliper {measured at four feet above base of the tree} and seven feet height at the time of planting) per 50 linear feet of screening wall and one ornamental tree per 30 feet of screening wall. Trees may be grouped or clustered to facilitate site design.

ARTICLE 9.05 SIGN ORDINANCE

1. Section 9.05.018 Detached Signs

(c) Subdivision Entry Signs



(1) Definition.

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 ↓	SF	MD	CM
<i>General</i>			
Allowed?	Y	Y	N
Permit Required?	Y	Y	--
Number per entrance (max.)	2	2	--
<i>Dimensions</i>			
Sign Area (max.)	200 sf	200 sf	--
Sign Height (max).	15 ft	15 ft	---
<i>Setbacks</i>			
From ROW	10 ft	10 ft	--

<i>Features</i>			
Electronic Message Center	N	N	--
Changeable Copy	N	N	--
Channel Letters	Y	Y	--
Internal Illumination	N	N	--
External Illumination	Y	Y	--
Halo Illumination	Y	Y	--
<i>Additional Information</i>			
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	SF = SF-10.5 - SF-6.0 districts CM = C-1 and C-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. These signs shall be located on an HOA lot.
- (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.

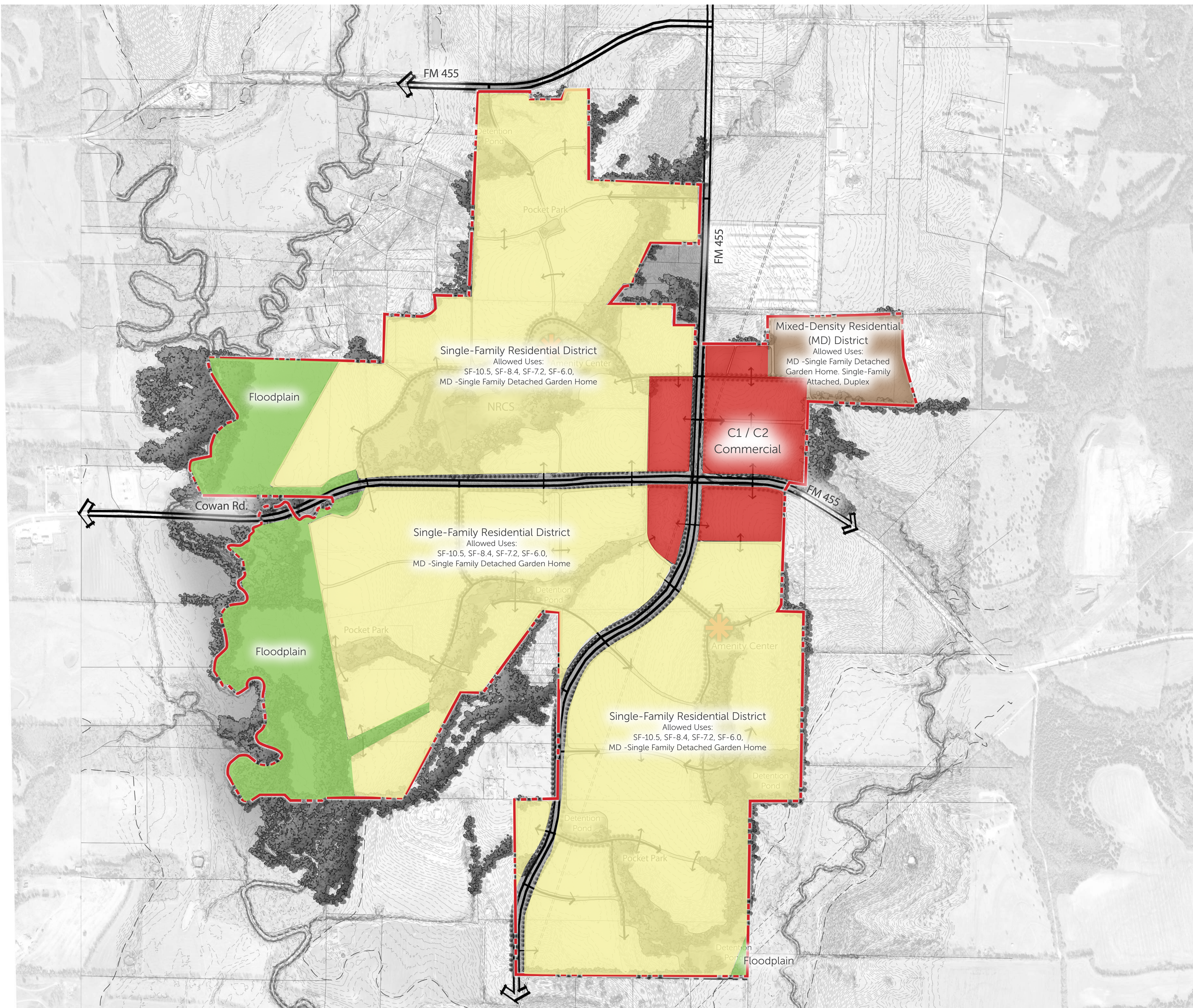
(C) Design and Installation.

- (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.

ARTICLE 9.07 TREE PRESERVATION

The tree preservation ordinance is not applicable to this development.

The existing trees in the areas highlighted in green and blue on Exhibit D – “Tree Preservation” shall be preserved except those needing to be removed for public infrastructure or floodplain valley storage. This preservation along with all new plantings shall fulfill all requirements for mitigation. The remainder of the existing trees may be removed without penalty and are not subject to mitigation.



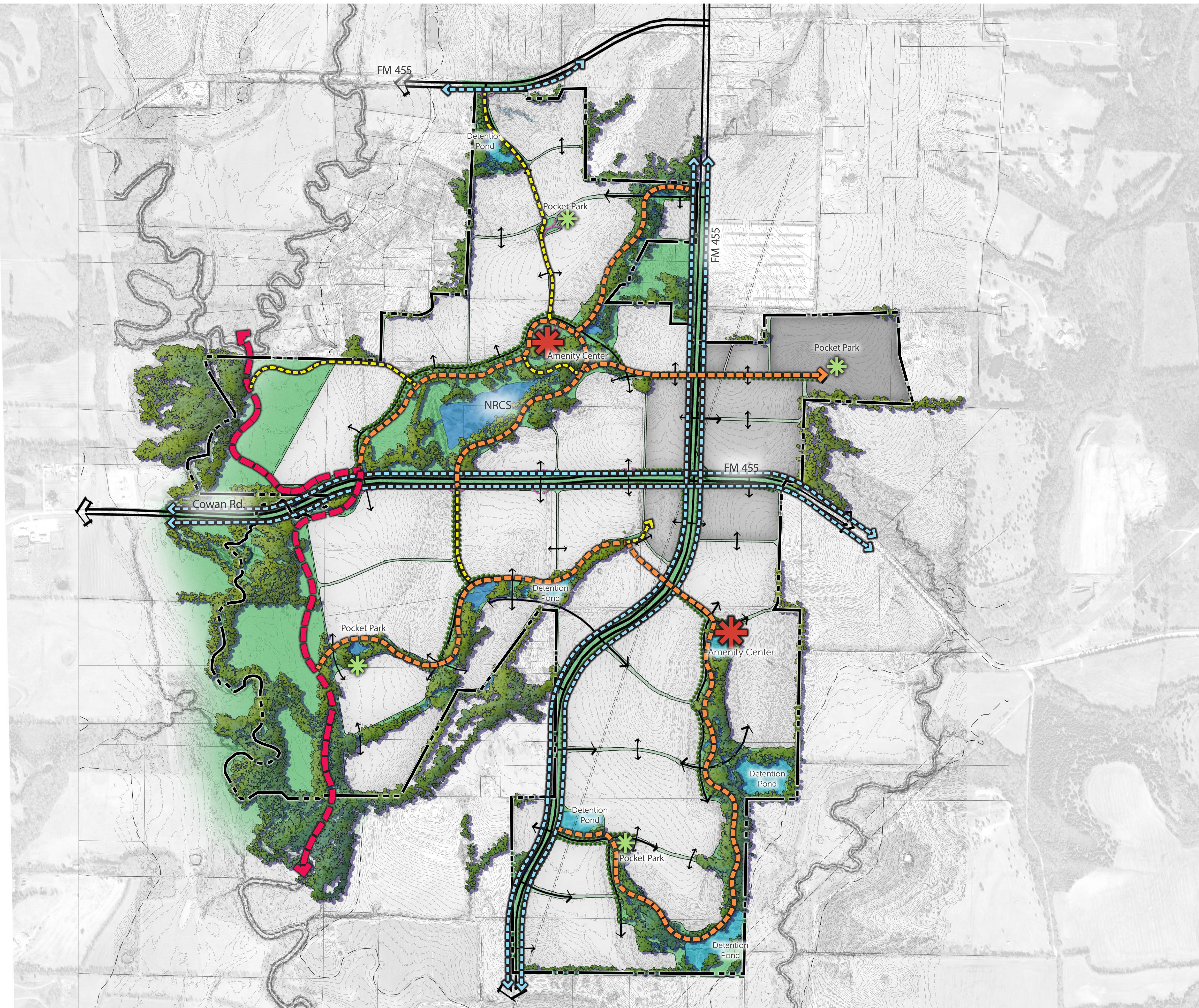
Legend

- Site Boundary
- C1 / C2 Commercial
- Mixed-Desnity Residential (MD) District
- Single-Family Residential District
- Floodplain

The information shown is based on the best information available and is subject to change without notice.

0 250' 500' 1000'





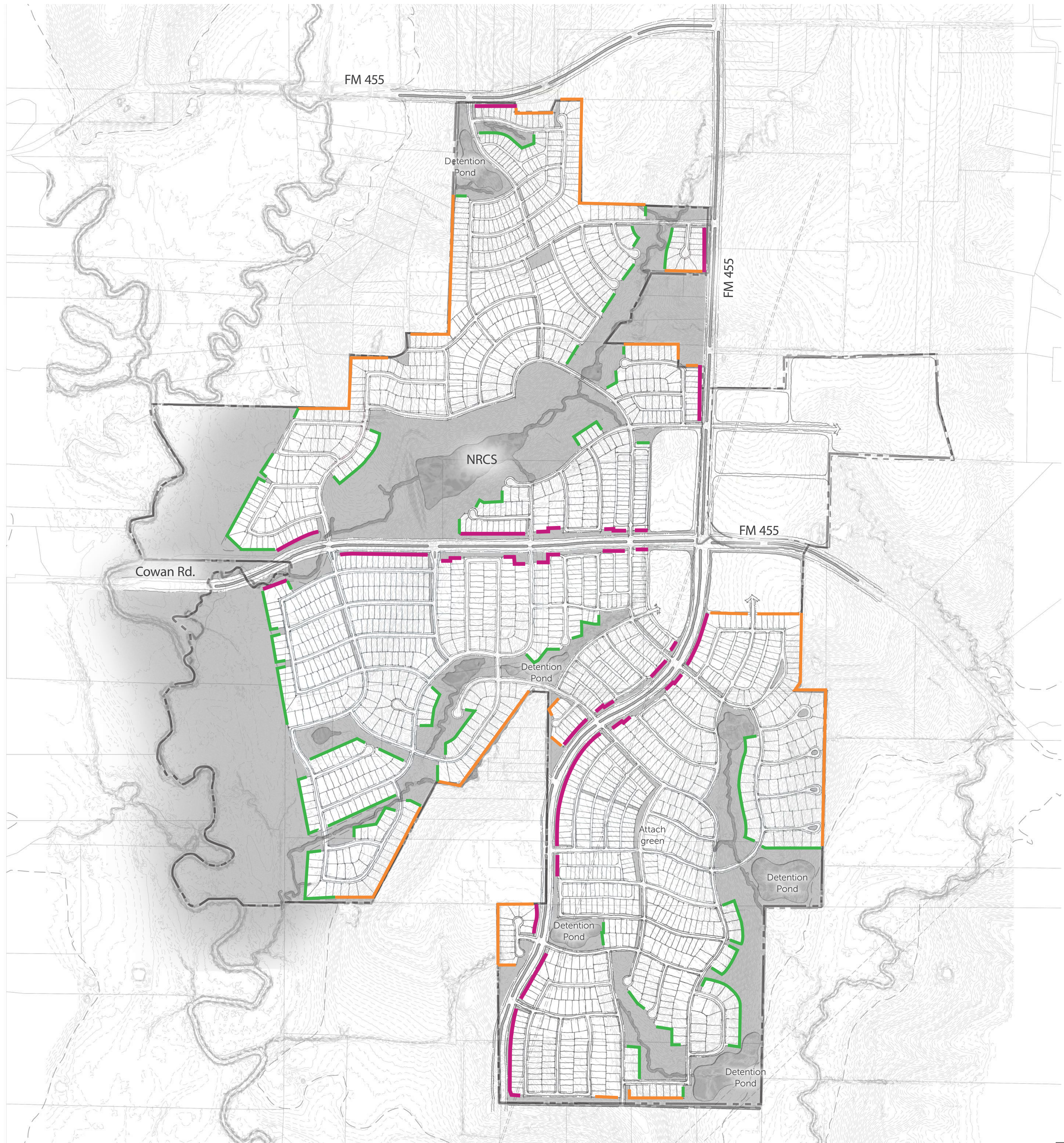
Legend

- Site Boundary
- Lake and Detention
- Open Space
- Amenity Center
- Pocket Park
- Regional Trail - 12' Concrete
- Community Trail - 10' Concrete
- Neighborhood Trail - 6' Concrete
- Arterial Sidewalk - 6' Concrete

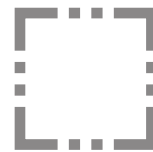
Note: Open spaces within the property that include a lake, detention pond, amenity center, pocket park, trail corridor, and/or landscape buffer shall be common area lots that are owned and maintained by the HOA. All said spaces shall be open to the general public except the amenity centers which shall be reserved for private (homeowner) access only.

The information shown is based on the best information available and is subject to change without notice.





Legend

 Site boundary

 Masonry

 Wood Fence

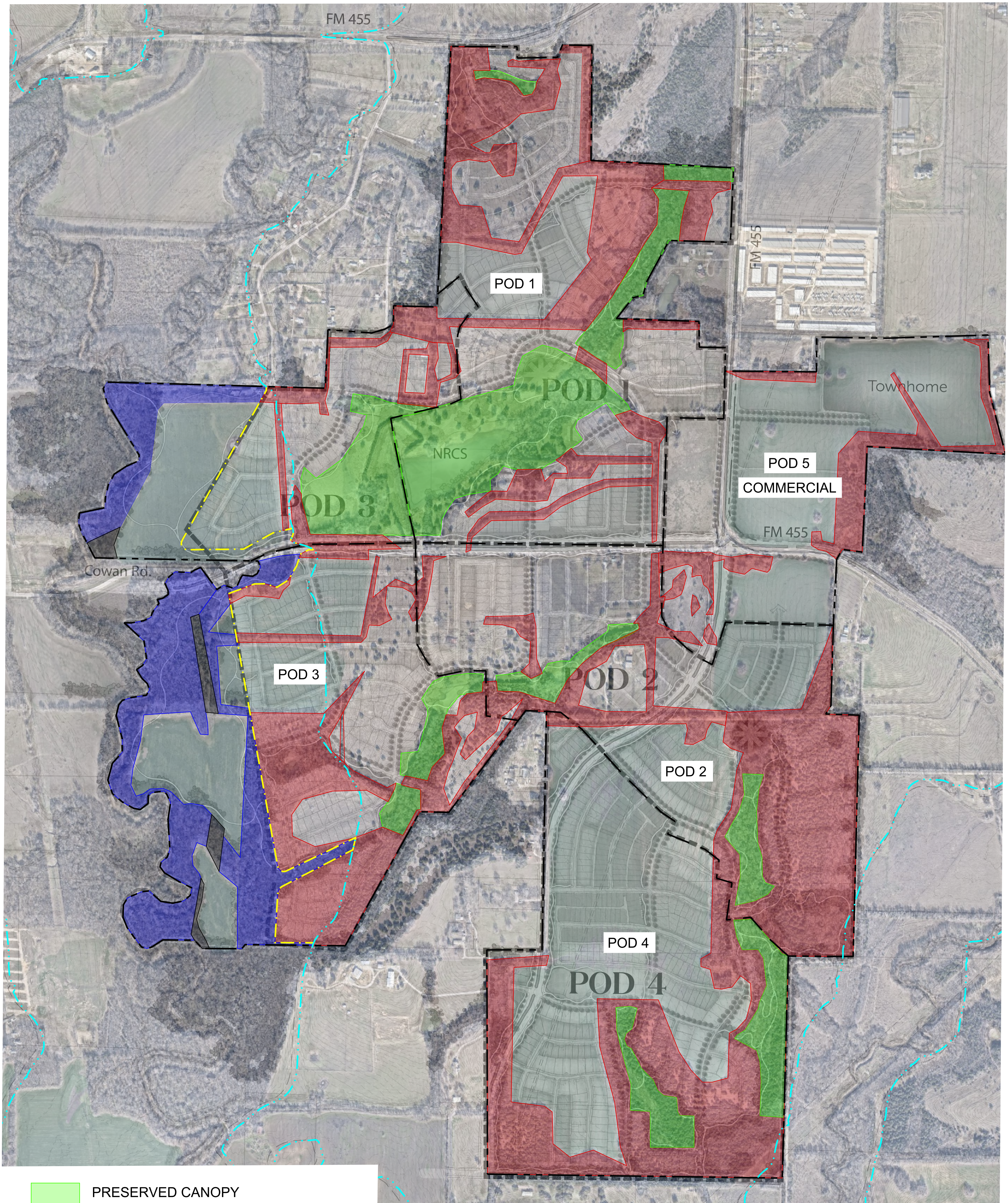
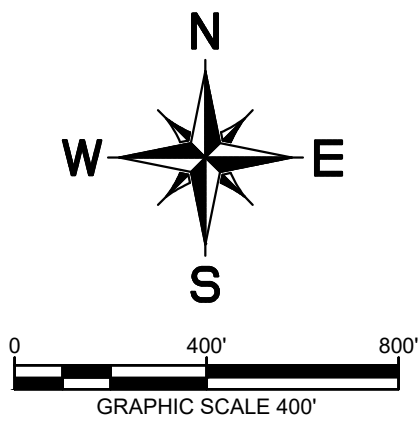
 Ornamental Metal

Fence types are conceptual and subject to change at time of final design.

The information shown is based on the best information available and is subject to change without notice.

0 250' 500' 1000'





- PRESERVED CANOPY
- REMOVED CANOPY
- PRESERVED CANOPY IN FLOODPLAIN
- REMOVED CANOPY IN FLOODPLAIN
- PROPERTY BOUNDARY
- POD BOUNDARY
- 100YR FLOODPLAIN (PRE-DEVELOPMENT)
- 100YR FLOODPLAIN (POST-DEVELOPMENT)

EXHIBIT D
TREE PRESERVATION

Oak Ridge

Collin County, Texas

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
April 2025
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

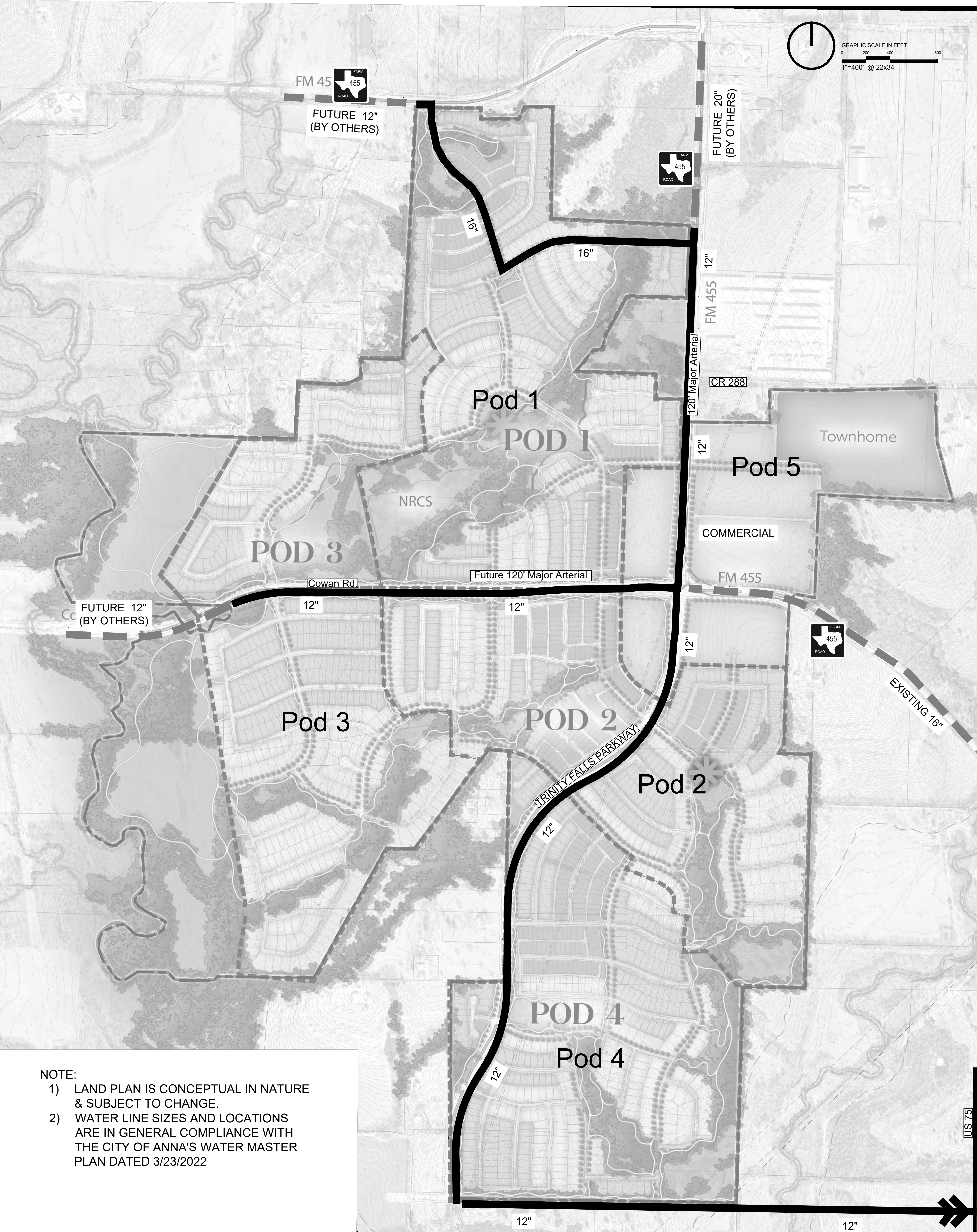


EXHIBIT E
OAK RIDGE MAJOR WATER

Oak Ridge

Collin County, Texas

Kimley»Horn

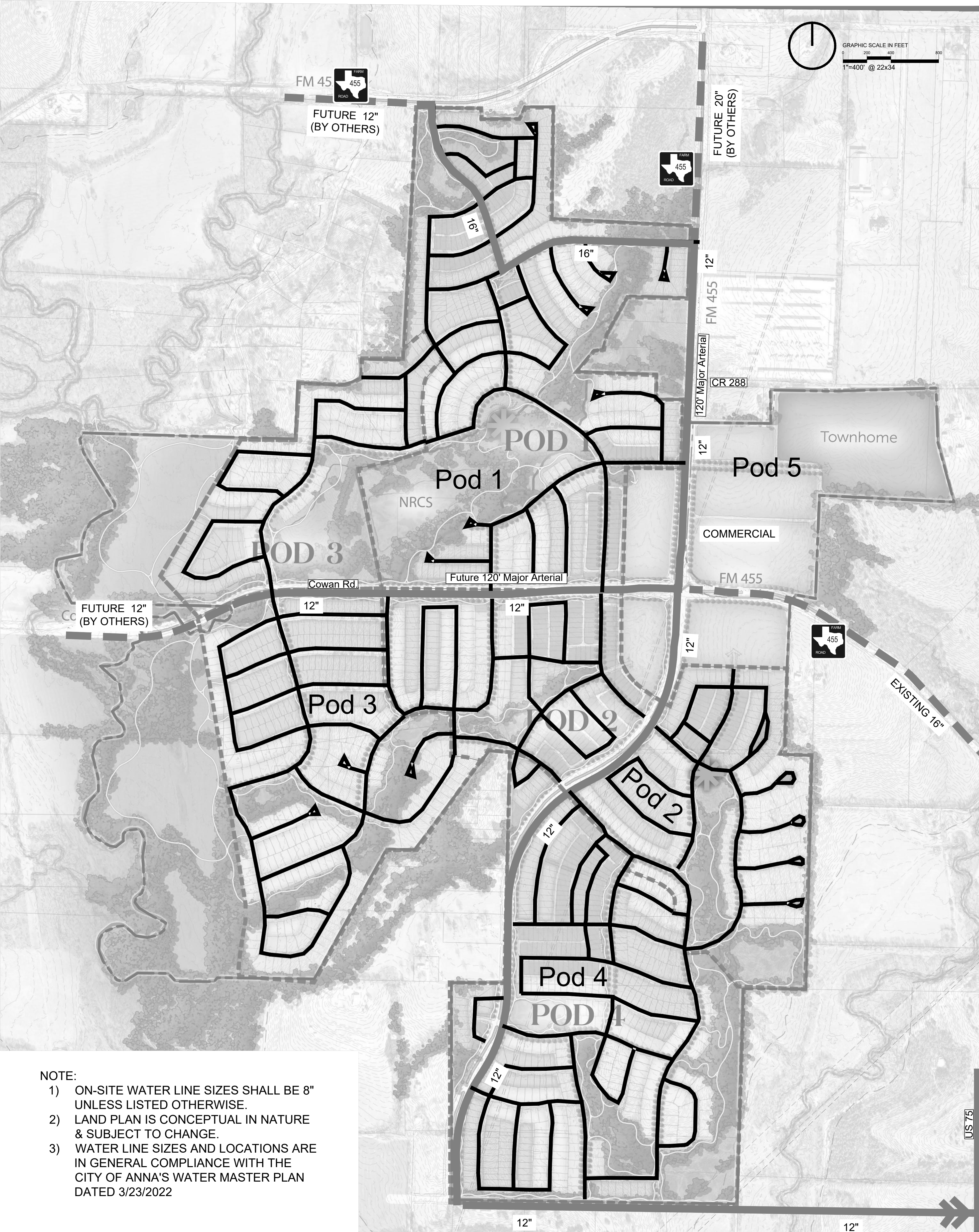
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

972-335-3580

State of Texas Registration No. F-928

April 2025

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



- NOTE:
- 1) ON-SITE WATER LINE SIZES SHALL BE 8" UNLESS LISTED OTHERWISE.
 - 2) LAND PLAN IS CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.
 - 3) WATER LINE SIZES AND LOCATIONS ARE IN GENERAL COMPLIANCE WITH THE CITY OF ANNA'S WATER MASTER PLAN DATED 3/23/2022

EXHIBIT F
OAK RIDGE ONSITE WATER

Oak Ridge

Collin County, Texas

Kimley»Horn

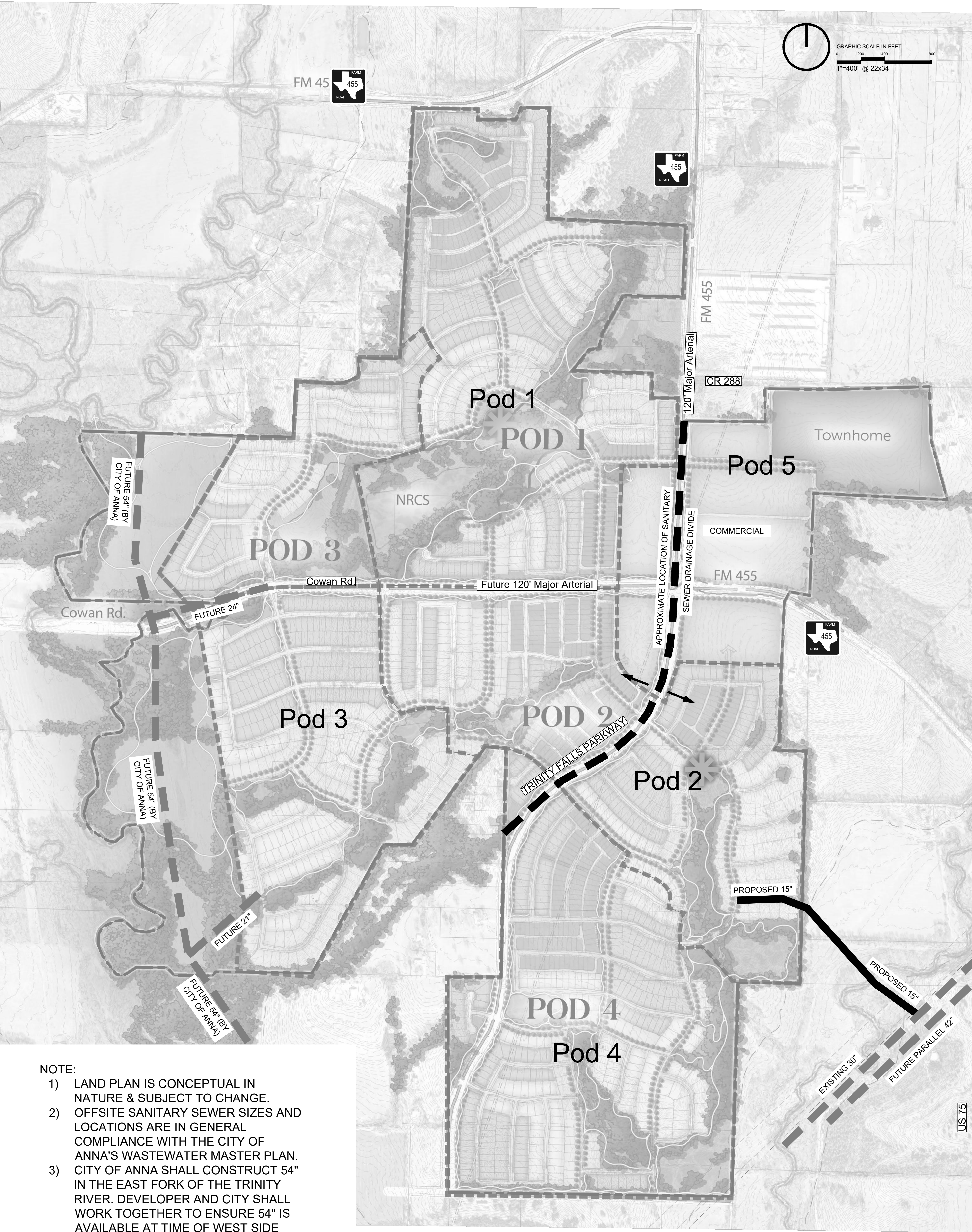
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

972-335-3580

State of Texas Registration No. F-928

April 2025

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



- NOTE:
- 1) LAND PLAN IS CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.
 - 2) OFFSITE SANITARY SEWER SIZES AND LOCATIONS ARE IN GENERAL COMPLIANCE WITH THE CITY OF ANNA'S WASTEWATER MASTER PLAN.
 - 3) CITY OF ANNA SHALL CONSTRUCT 54" IN THE EAST FORK OF THE TRINITY RIVER. DEVELOPER AND CITY SHALL WORK TOGETHER TO ENSURE 54" IS AVAILABLE AT TIME OF WEST SIDE DEVELOPMENT.

EXHIBIT G
OAK RIDGE MAJOR SEWER

Oak Ridge

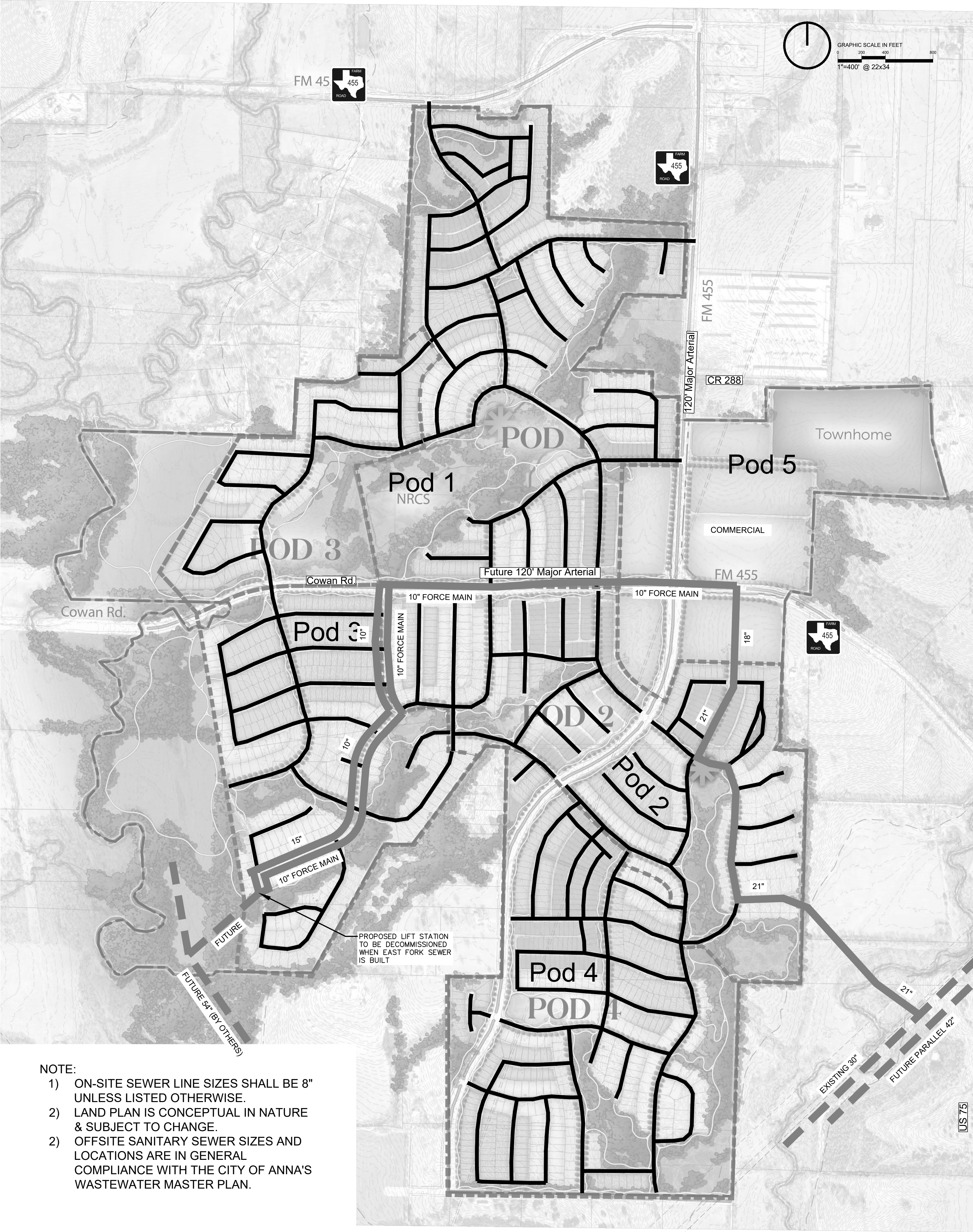
Collin County, Texas

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580

April 2025

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



- NOTE:
- 1) ON-SITE SEWER LINE SIZES SHALL BE 8" UNLESS LISTED OTHERWISE.
 - 2) LAND PLAN IS CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.
 - 2) OFFSITE SANITARY SEWER SIZES AND LOCATIONS ARE IN GENERAL COMPLIANCE WITH THE CITY OF ANNA'S WASTEWATER MASTER PLAN.

EXHIBIT H
OAK RIDGE ONSITE SEWER

Oak Ridge

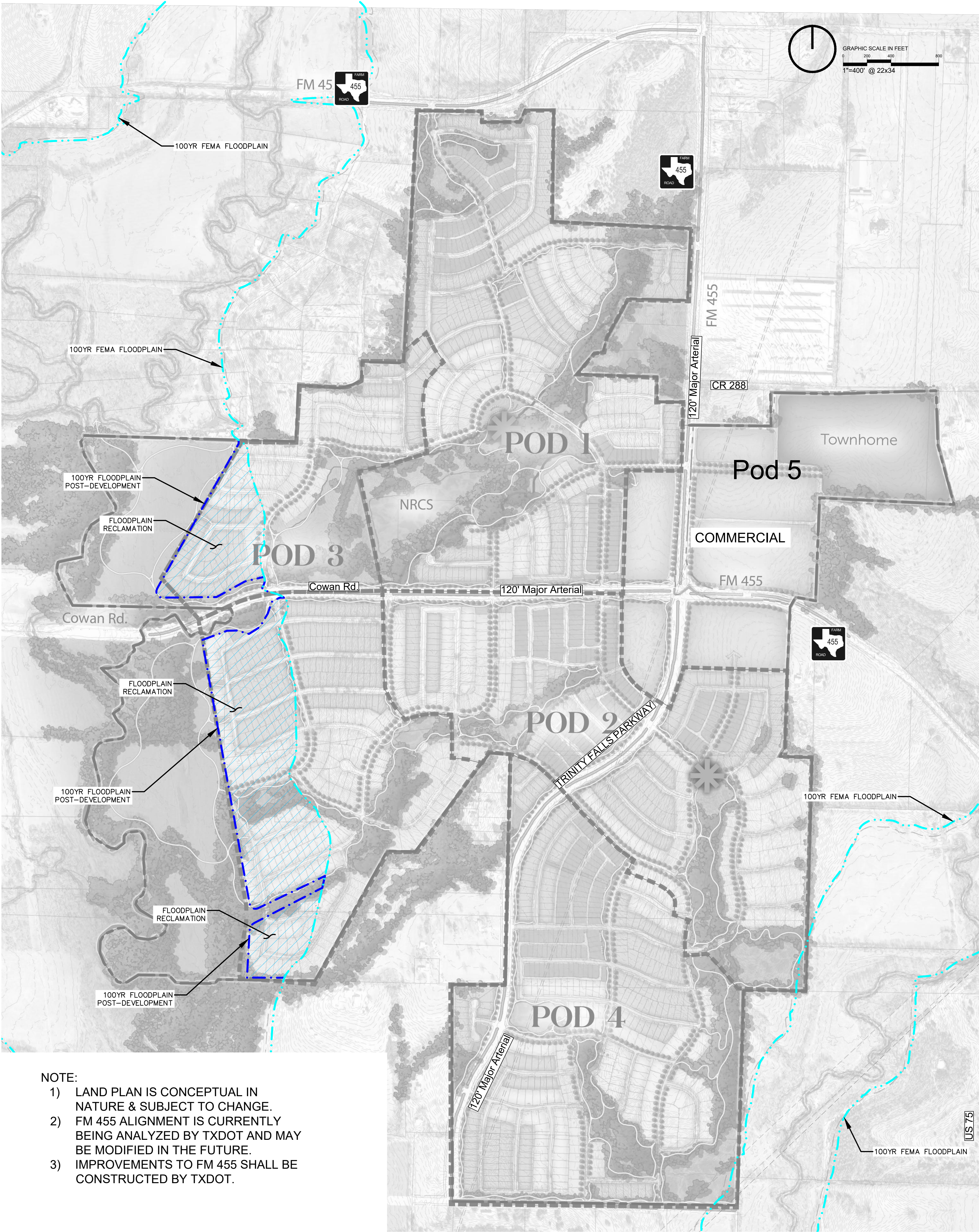
Collin County, Texas

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580

April 2025

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



- NOTE:
- 1) LAND PLAN IS CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.
 - 2) FM 455 ALIGNMENT IS CURRENTLY BEING ANALYZED BY TXDOT AND MAY BE MODIFIED IN THE FUTURE.
 - 3) IMPROVEMENTS TO FM 455 SHALL BE CONSTRUCTED BY TXDOT.

EXHIBIT I
ONSITE/OFFSITE
ROADWAY & DRAINAGE

Oak Ridge

Collin County, Texas

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580

April 2025

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

Exhibit E
Authorized Improvements and Budgeted Costs

EXHIBIT E - BUDGETED COSTS

Oak Ridge Land Use Summary - City of Anna

March, 2025

	POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
SF (40 x 110)	120	152	0	101	0	373
SF (50 x 120)	214	151	218	210	0	793
SF (60 x 120)	73	63	181	98	0	415
SF (70 x 130)	76	52	103	31	0	262
SF (80 x 130)	0	53	0	34	0	87
Total SF Units	483	471	502	474	0	1,930
Total TH Units	0	0	0	0	182	182
SF Gross Acreage	170.0	144.0	258.0	148.0	26.0	746.0
SF Net Acreage	125.0	126.0	144.0	125.0	26.0	546.0



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

OAK RIDGE

GENERAL NOTES - CITY OF ANNA

MARCH, 2025

1. Land cost, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included.
2. Unit prices are subject to market conditions and may vary from this OPC.
3. Inflation is not factored in this OPC.
4. This OPC is prepared without the benefit of preliminary or detailed design and studies, geotechnical information, and with limited communication with franchise utility providers, easement owners, TxDOT, COA, or TCEQ.
5. On site costs associated with the retail tracts, multi-family tracts, or public parks is excluded. Perimeter roadway costs for these uses is included.
6. required.
7. TCEQ Dam Safety Program permitting or improvements is assumed. The dam is listed on the state's website as Floodwater Retarding Dam No. 32A. It is assumed that no improvements are needed to the existing spillway and dam structure.
8. Budgeting by line item, sections, or divisions should be avoided. OPC line item costs are less accurate than section/division subtotals, and section/division subtotals are less accurate than the total project cost.
9. Offsite water, sanitary sewer and drainage easements as well as permanent right-of-way will be required for development.
10. This OPC was prepared without the benefit of a preliminary jurisdictional report. The report's results may impact the land plan and mitigation costs may be
11. Reconstruction costs for FM 455 are included. The limits of reconstruction are from CR 828 to CR 288.
12. A traffic signal at the intersection of FM 455 and CR 210/Cowan Road is included. No other traffic signals are assumed nor included.
13. The costs are based on road centerline lengths for water and sanitary sewer, cost per acre for storm drain, etc.
14. A detailed flood study has not been performed. The amount of reclamation is assumed.
15. The land plan was provided by the client and is the planning basis for this OPC.
16. The costs for franchise utility installation and relocation is assumed.
17. The preliminary amenity center, landscape, and screening programs and costs are assumed and should be confirmed by the owner / landscape architect.
18. FM 455 and city arterials will ultimately be 6-lane divided roadways. These costs assume that only 4 of the 6 lanes will be required.
19. Alley widths are assumed to be 12' of pavement in 18' ROW.
20. Mews alley widths are assumed to be 24' of pavement in 30' ROW.
21. Offsite water and sanitary sewer routing was provided by others.
22. Townhome density assumed at 7 units per acre.
- 23.. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Casey Ross, P.E. (214) 387-3849.



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
TOTAL PROJECT COST SUMMARY - CITY OF ANNA
MARCH, 2025

TOTAL PROJECT SUMMARY - BY DIVISION						
	POD 1	POD 2	POD 3	POD 4	POD 5	SUMMARY
CLEARING & EXCAVATION	\$4,936,962	\$4,606,030	\$5,126,352	\$5,196,876	\$60,144	\$19,926,364
WATER	\$5,613,257	\$3,143,608	\$4,003,700	\$5,269,317	\$637,903	\$18,667,785
GRAVITY SEWER	\$4,597,509	\$2,582,468	\$2,763,748	\$2,856,217	\$0	\$12,799,941
LIFT STATION	\$3,239,574	\$0	\$0	\$0	\$0	\$3,239,574
STORM SEWER	\$3,225,420	\$3,160,124	\$6,223,913	\$3,891,456	\$340,977	\$16,841,890
PAVEMENT	\$13,784,937	\$10,932,354	\$13,310,180	\$11,638,953	\$1,882,783	\$51,549,207
RETAINING WALLS	\$4,947,500	\$4,395,000	\$4,501,000	\$4,125,800	\$72,000	\$18,041,300
EROSION CONTROL	\$254,430	\$235,150	\$259,399	\$249,946	\$14,314	\$1,013,238
AMENITIES, LANDSCAPE & SCREENING	\$8,354,281	\$2,860,303	\$2,479,205	\$9,204,859	\$0	\$22,898,648
FRANCHISE UTILITIES	\$1,248,750	\$1,188,750	\$1,266,000	\$1,222,500	\$114,000	\$5,040,000
MISCELLANEOUS & OTHER	\$2,232,288	\$1,873,575	\$1,985,675	\$3,231,955	\$0	\$9,323,493
TXDOT CLEARING & EXCAVATION	\$34,968	\$0	\$0	\$0	\$187,424	\$222,391
TXDOT STORM SEWER	\$174,626	\$0	\$0	\$0	\$584,649	\$759,275
TXDOT PAVEMENT	\$1,479,128	\$0	\$0	\$0	\$3,738,165	\$5,217,293
TXDOT EROSION CONTROL	\$23,051	\$0	\$0	\$0	\$137,933	\$160,984
TXDOT FRANCHISE UTILITIES	\$122,000	\$0	\$0	\$0	\$154,000	\$276,000
TOWNHOMES (ASSUME 7 UNITS/AC)	\$0	\$0	\$0	\$0	\$9,100,000	\$9,100,000
SUB-TOTAL	\$54,268,681	\$34,977,361	\$41,919,171	\$46,887,879	\$17,024,292	\$195,077,383
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING	\$4,923,285	\$3,226,644	\$4,004,835	\$4,406,524	\$1,856,528	\$18,417,817
CONSTRUCTION MANAGEMENT	\$2,170,747	\$1,399,094	\$1,676,767	\$1,875,515	\$680,972	\$7,803,095
CITY FEES	\$54,269	\$34,977	\$41,919	\$46,888	\$17,024	\$195,077
MISCELLANEOUS & CONTINGENCY	\$10,853,736	\$6,995,472	\$8,383,834	\$9,377,576	\$3,404,858	\$39,015,477
TOTAL	\$72,270,717	\$46,633,549	\$56,026,526	\$62,594,381	\$22,983,675	\$260,508,849
LOTS	483	471	502	474	182	2112
COST / LOT	\$149,629	\$99,010	\$111,607	\$132,056	\$126,284	\$123,347

TOTAL PROJECT SUMMARY - BY COST TYPE						
	<i>POD 1</i>	<i>POD 2</i>	<i>POD 3</i>	<i>POD 4</i>	<i>POD 5</i>	<i>SUMMARY</i>
MAJOR PUBLIC	\$16,510,256	\$2,564,185	\$11,293,256	\$12,629,137	\$10,699,679	\$53,696,512
DIRECT PUBLIC	\$27,956,760	\$26,802,775	\$26,237,177	\$24,642,424	\$7,321,860	\$112,960,997
PRIVATE	\$27,803,701	\$17,266,589	\$18,496,093	\$25,322,821	\$4,962,136	\$93,851,339
TOTAL	\$72,270,717	\$46,633,549	\$56,026,526	\$62,594,381	\$22,983,675	\$260,508,849



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	546

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$3,500.00	5.2	\$18,200	4.1	\$14,350	12.5	\$43,750	11.2	\$39,200	4.3	\$15,050	37.3	\$130,550
CLEARING / GRUBBING (OFFSITE EASEMENT)	AC	\$3,500.00	3.6	\$12,458	0.0	\$0	0.0	\$0	15.7	\$55,069	0.0	\$0	19.3	\$67,527
FLOODPLAIN RECLAMATION EXCAVATION	CY	\$3.00	0	\$0	0	\$0	175,000	\$525,000	174,000	\$522,000	0	\$0	349,000.0	\$1,047,000
STREET / ROW EXCAVATION	CY	\$3.00	16,779	\$50,337	13,230	\$39,690	40,334	\$121,002	36,139	\$108,417	13,875	\$41,625	120,357.0	\$361,071
TESTING	CY	\$0.25	16,779	\$4,195	13,230	\$3,308	215,334	\$53,834	210,139	\$52,535	13,875	\$3,469	469,357.0	\$117,339
TOTAL CLEARING & EXCAVATION				\$85,190		\$57,348		\$743,586		\$777,221		\$60,144		\$1,723,487

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$125.00	0	\$0	2,272	\$284,000	0	\$0	16,000	\$2,000,000	2,985	\$373,125	21,257	\$2,657,125
12" P.V.C. WATERLINE (16" UPSIZE IN PRIVATE COSTS)	LF	\$125.00	5,845	\$730,625	0	\$0	2,440	\$305,000	0	\$0	0	\$0	8,285	\$1,035,625
12" WATERLINE W / 24" CASING BY BORE	LF	\$450.00	0	\$0	140	\$63,000	0	\$0	400	\$180,000	120	\$54,000	660	\$297,000
8" GATE VALVE & BOX	EA	\$2,800.00	0	\$0	0	\$0	0	\$0	6	\$16,800	0	\$0	6	\$16,800
12" GATE VALVE & BOX	EA	\$6,500.00	0	\$0	5	\$32,500	0	\$0	45	\$292,500	6	\$39,000	56	\$364,000
12" GATE VALVE & BOX (16" UPSIZE IN PRIVATE COSTS)	EA	\$6,500.00	16	\$104,000	0	\$0	8	\$52,000	0	\$0	2	\$13,000	26	\$169,000
AIR RELEASE VALVE	EA	\$2,500.00	0	\$0	0	\$0	1	\$2,500	3	\$7,500	1	\$2,500	5	\$12,500
8" PLUG WITH RURAL FLUSHING VALVE	EA	\$2,000.00	0	\$0	0	\$0	0	\$0	2	\$4,000	0	\$0	2	\$4,000
12" PLUG WITH RURAL FLUSHING VALVE	EA	\$2,500.00	0	\$0	1	\$2,500	0	\$0	2	\$5,000	1	\$2,500	4	\$10,000
12" PLUG WITH RURAL FLUSHING VALVE (16" UPSIZE)	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
FIRE HYDRANT ASSEMBLY	EA	\$7,800.00	10	\$78,000	12	\$93,600	5	\$39,000	15	\$117,000	3	\$23,400	45	\$351,000
REMOVE EXISTING PLUG	EA	\$1,000.00	0	\$0	0	\$0	1	\$1,000	3	\$3,000	0	\$0	4	\$4,000
CONNECT TO EXISTING LINE	EA	\$1,000.00	1	\$1,000	1	\$1,000	1	\$1,000	2	\$2,000	1	\$1,000	6	\$6,000
CEMENT STABILIZED EMBEDMENT	LF	\$50.00	40	\$2,000	0	\$0	20	\$1,000	60	\$3,000	60	\$3,000	180	\$9,000
REMOVE EXISTING 8" WATER	LF	\$15.00	0	\$0	0	\$0	0	\$0	0	\$0	2,160	\$32,400	2,160	\$32,400
TRENCH SAFETY	LF	\$0.75	5,845	\$4,384	2,272	\$1,704	2,440	\$1,830	16,000	\$12,000	2,985	\$2,239	29,542	\$22,157
TESTING (EXCLUDING GEOTECH)	LF	\$0.75	5,845	\$4,384	2,272	\$1,704	2,440	\$1,830	16,000	\$12,000	2,985	\$2,239	29,542	\$22,157
TESTING (GEOTECH)	LF	\$1.00	5,845	\$5,845	2,272	\$2,272	2,440	\$2,440	16,000	\$16,000	2,985	\$2,985	29,542	\$29,542
BONDS	%	1.75%	932,738	\$16,323	482,280	\$8,440	407,600	\$7,133	2,670,800	\$46,739	551,388	\$9,649	5,044,805	\$88,284
INSPECTION FEE	%	3.00%	932,738	\$27,982	482,280	\$14,468	407,600	\$12,228	2,670,800	\$80,124	551,388	\$16,542	5,044,805	\$151,344
TOTAL WATER				\$977,043		\$505,188		\$426,961		\$2,797,663		\$577,578		\$5,284,433



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	26	546

C. GRAVITY SEWER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$65.00	2,725	\$177,125	0	\$0	0	\$0	0	\$0	0	\$0	2,725	\$177,125
15" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$145.00	627	\$90,915	0	\$0	0	\$0	0	\$0	0	\$0	627	\$90,915
18" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$180.00	1,610	\$289,800	0	\$0	0	\$0	0	\$0	0	\$0	1,610	\$289,800
21" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$200.00	3,505	\$701,000	0	\$0	0	\$0	0	\$0	0	\$0	3,505	\$701,000
8" SEWERLINE W / 16" CASING BY BORE	LF	\$450.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10" SEWERLINE W / 20" CASING BY BORE	LF	\$450.00	140	\$63,000	0	\$0	0	\$0	0	\$0	0	\$0	140	\$63,000
18" SEWERLINE W / 30" CASING BY BORE	LF	\$550.00	140	\$77,000	0	\$0	0	\$0	0	\$0	0	\$0	140	\$77,000
21" SEWERLINE W / 30" CASING BY BORE	LF	\$650.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$7,500.00	11	\$82,500	0	\$0	0	\$0	0	\$0	0	\$0	11	\$82,500
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$12,875.00	3	\$38,625	0	\$0	0	\$0	0	\$0	0	\$0	3	\$38,625
VACUUM TEST MANHOLE	EA	\$150.00	14	\$2,100	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,100
CONNECT TO EXISTING MANHOLE	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,000
TRENCH SAFETY	LF	\$1.00	8,747	\$8,747	0	\$0	0	\$0	0	\$0	0	\$0	8,747	\$8,747
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	8,747	\$10,934	0	\$0	0	\$0	0	\$0	0	\$0	8,747	\$10,934
TESTING (GEOTECH)	LF	\$0.50	8,747	\$4,374	0	\$0	0	\$0	0	\$0	0	\$0	8,747	\$4,374
BONDS	%	1.75%	1,547,119	\$27,075	0	\$0	0	\$0	0	\$0	0	\$0	1,547,119	\$27,075
INSPECTION FEE	%	3.00%	1,547,119	\$46,414	0	\$0	0	\$0	0	\$0	0	\$0	1,547,119	\$46,414
TOTAL GRAVITY SEWER				\$1,620,607		\$0		\$0		\$0		\$0		\$1,620,607

D. LIFT STATION

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
10" FORCE MAIN	LF	\$90.00	6,390	\$575,100	0	\$0	0	\$0	0	\$0	0	\$0	6,390	\$575,100
LIFT STATION	EA	\$2,500,000.00	1	\$2,500,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500,000
TRENCH SAFETY	LF	\$1.00	6,390	\$6,390	0	\$0	0	\$0	0	\$0	0	\$0	6,390	\$6,390
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	6,390	\$7,988	0	\$0	0	\$0	0	\$0	0	\$0	6,390	\$7,988
TESTING (GEOTECH)	LF	\$0.50	6,390	\$3,195	0	\$0	0	\$0	0	\$0	0	\$0	6,390	\$3,195
BONDS	%	1.75%	3,092,673	\$54,122	0	\$0	0	\$0	0	\$0	0	\$0	3,092,673	\$54,122
INSPECTION FEE	%	3.00%	3,092,673	\$92,780	0	\$0	0	\$0	0	\$0	0	\$0	3,092,673	\$92,780
TOTAL LIFT STATION				\$3,239,574		\$0		\$0		\$0		\$0		\$3,239,574



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	546

E. STORM SEWER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$80.00	866	\$69,280	121	\$9,680	995	\$79,600	919	\$73,520	465	\$37,200	3,366	\$269,280
21" RCP	LF	\$90.00	745	\$67,050	0	\$0	0	\$0	462	\$41,580	0	\$0	1,207	\$108,630
24" RCP	LF	\$105.00	300	\$31,500	0	\$0	0	\$0	400	\$42,000	275	\$28,875	975	\$102,375
27" RCP	LF	\$125.00	105	\$13,125	195	\$24,375	0	\$0	0	\$0	0	\$0	300	\$37,500
30" RCP	LF	\$145.00	0	\$0	821	\$119,045	0	\$0	255	\$36,975	0	\$0	1,076	\$156,020
36" RCP	LF	\$165.00	115	\$18,975	71	\$11,715	560	\$92,400	356	\$58,740	0	\$0	1,102	\$181,830
42" RCP	LF	\$230.00	0	\$0	71	\$16,330	735	\$169,050	152	\$34,960	465	\$106,950	1,423	\$327,290
48" RCP	LF	\$260.00	0	\$0	0	\$0	0	\$0	1,290	\$335,400	215	\$55,900	1,505	\$391,300
4'x3' RCB	LF	\$300.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4'x4' RCB	LF	\$345.00	0	\$0	0	\$0	0	\$0	350	\$120,750	0	\$0	350	\$120,750
5'x4' RCB	LF	\$410.00	0	\$0	0	\$0	2,000	\$820,000	0	\$0	0	\$0	2,000	\$820,000
8'x5' RCB	LF	\$560.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3-7'x6' RCB	LF	\$1,420.00	0	\$0	0	\$0	880	\$1,249,600	0	\$0	0	\$0	880	\$1,249,600
10' STANDARD CURB INLET	EA	\$7,500.00	7	\$52,500	6	\$45,000	16	\$120,000	13	\$97,500	4	\$30,000	46	\$345,000
4'x4' WYE INLET	EA	\$4,500.00	1	\$4,500	0	\$0	1	\$4,500	0	\$0	0	\$0	2	\$9,000
5'x5' WYE INLET	EA	\$4,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4' MANHOLE	EA	\$7,500.00	2	\$15,000	2	\$15,000	2	\$15,000	3	\$22,500	1	\$7,500	10	\$75,000
5' MANHOLE	EA	\$8,000.00	0	\$0	0	\$0	2	\$16,000	4	\$32,000	0	\$0	6	\$48,000
18" HEADWALL	EA	\$3,000.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
24" HEADWALL	EA	\$4,000.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
27" HEADWALL	EA	\$4,750.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
30" HEADWALL	EA	\$5,200.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
36" HEADWALL	EA	\$5,500.00	1	\$5,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500
42" HEADWALL	EA	\$6,000.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
48" HEADWALL	EA	\$8,500.00	0	\$0	0	\$0	0	\$0	3	\$25,500	1	\$8,500	4	\$34,000
4'x4' HEADWALL	EA	\$10,000.00	0	\$0	0	\$0	0	\$0	1	\$10,000	0	\$0	1	\$10,000
5'x4' HEADWALL	EA	\$11,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3-7'x6' HEADWALL	EA	\$90,000.00	0	\$0	0	\$0	2	\$180,000	0	\$0	0	\$0	2	\$180,000
POND OUTFALL STRUCTURE	EA	\$40,000.00	1	\$40,000	0	\$0	0	\$0	0	\$0	1	\$40,000	2	\$80,000
12" GROUTED ROCK RIP RAP	SY	\$105.00	40	\$4,200	0	\$0	80	\$8,400	160	\$16,800	40	\$4,200	320	\$33,600
TRENCH SAFETY	LF	\$1.00	2,131	\$2,131	1,279	\$1,279	5,170	\$5,170	4,184	\$4,184	1,420	\$1,420	14,184	\$14,184
TESTING (GEOTECH)	LF	\$1.50	2,131	\$3,197	1,279	\$1,919	5,170	\$7,755	4,184	\$6,276	1,420	\$2,130	14,184	\$21,276
TESTING (TV)	LF	\$2.00	2,131	\$4,262	1,279	\$2,558	4,290	\$8,580	4,184	\$8,368	1,420	\$2,840	13,304	\$26,608
BONDS	%	1.75%	331,220	\$5,796	246,901	\$4,321	2,776,055	\$48,581	967,053	\$16,923	325,515	\$5,697	4,646,743	\$81,318
INSPECTION FEE	%	3.00%	331,220	\$9,937	246,901	\$7,407	2,776,055	\$83,282	967,053	\$29,012	325,515	\$9,765	4,646,743	\$139,402
TOTAL STORM SEWER			\$346,952		\$258,628		\$2,907,918		\$1,012,988		\$340,977		\$4,867,463	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	26	546

F. PAVEMENT

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$75.00	18,440	\$1,383,000	7,186	\$538,950	18,207	\$1,365,525	23,400	\$1,755,000	7,353	\$551,475	74,586	\$5,593,950
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$4.50	20,284	\$91,278	7,592	\$34,164	19,174	\$86,283	24,700	\$111,150	7,712	\$34,704	79,462	\$357,579
HYDRATED LIME FOR STREET (36#/SY)	TON	\$320.00	365	\$116,836	137	\$43,730	345	\$110,442	445	\$142,272	139	\$44,421	1,430	\$457,701
PAVEMENT HEADER	EA	\$2,500.00	1	\$2,500	2	\$5,000	1	\$2,500	0	\$0	0	\$0	4	\$10,000
CONNECT TO EXISTING HEADER	EA	\$1,500.00	0	\$0	0	\$0	1	\$1,500	1	\$1,500	1	\$1,500	3	\$4,500
REMOVE EXISTING ASPHALT PAVEMENT	SF	\$10.00	125,250	\$1,252,500	0	\$0	97,090	\$970,900	25,630	\$256,300	100,540	\$1,005,400	348,510	\$3,485,100
REMOVE EXISTING GRAVEL PAVEMENT	SF	\$2.00	0	\$0	0	\$0	0	\$0	107,840	\$215,680	26,120	\$52,240	133,960	\$267,920
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,500.00	4	\$10,000	1	\$2,500	4	\$10,000	7	\$17,500	0	\$0	16	\$40,000
STREET SIGN	EA	\$650.00	2	\$1,300	0	\$0	2	\$1,300	4	\$2,600	0	\$0	8	\$5,200
STOP SIGN	EA	\$400.00	2	\$800	0	\$0	2	\$800	4	\$1,600	0	\$0	8	\$3,200
5' CONCRETE SIDEWALK	LF	\$50.00	3,850	\$192,500	2,110	\$105,500	4,210	\$210,500	3,525	\$176,250	740	\$37,000	14,435	\$721,750
8' CONCRETE TRAIL (4" THICK)	LF	\$75.00	3,700	\$277,500	0	\$0	6,980	\$523,500	0	\$0	0	\$0	10,680	\$801,000
STRIPING	LF	\$8.00	1,960	\$15,680	1,080	\$8,640	1,275	\$10,200	3,570	\$28,560	1,473	\$11,784	9,358	\$74,864
EXISTING DRIVEWAY ADJUSTMENTS	EA	\$7,500.00	0	\$0	0	\$0		\$0	5	\$37,500	0	\$0	5	\$37,500
TEMPORARY TRANSITION	EA	\$25,000.00	1	\$25,000	2	\$50,000	1	\$25,000	2	\$50,000	1	\$25,000	7	\$175,000
REMOVE TRANSITION	EA	\$5,000.00	0	\$0	0	\$0	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TRAFFIC CONTROL	LS	\$15,000.00	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	1	\$15,000	5	\$75,000
TESTING	%	2.00%	2,098,614	\$41,972	779,844	\$15,597	2,335,250	\$46,705	2,291,172	\$45,823	694,100	\$13,882	8,198,980	\$163,980
BONDS	%	1.75%	3,425,866	\$59,953	819,081	\$14,334	3,385,155	\$59,240	2,861,735	\$50,080	1,797,406	\$31,455	12,289,244	\$215,062
INSPECTION FEE	%	3.00%	3,425,866	\$102,776	819,081	\$24,572	3,385,155	\$101,555	2,861,735	\$85,852	1,797,406	\$53,922	12,289,244	\$368,677
TOTAL PAVEMENT			\$3,588,595		\$857,987		\$3,545,950		\$2,997,668		\$1,882,783		\$12,872,983	

G. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$165.00	8	\$1,320	6	\$990	17	\$2,805	13	\$2,145	4	\$660	48	\$7,920
8' CURLEX	LF	\$2.00	8,971	\$17,942	3,496	\$6,992	8,857	\$17,714	11,384	\$22,768	3,577	\$7,154	36,285	\$72,570
SEEDING OF OFFSITE EASMENTS	AC	\$350.00	4	\$1,200	0	\$0	0	\$0	16	\$5,500	0	\$0	19	\$6,753
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$6,500.00	1	\$6,500	1	\$6,500	1	\$6,500	1	\$6,500	1	\$6,500	5	\$32,500
TOTAL EROSION CONTROL			\$26,962		\$14,482		\$27,019		\$36,913		\$14,314		\$119,743	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
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H. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$8,000.00	9	\$72,000	5	\$40,000	7	\$56,000	9	\$72,000	3	\$24,000	33	\$264,000
FRANCHISE UTILITY RELOCATION ALLOWANCE	LS	\$90,000.00	1	\$90,000	1	\$90,000	1	\$90,000	1	\$90,000	1	\$90,000	5	\$450,000
TOTAL FRANCHISE UTILITIES			\$162,000		\$130,000		\$146,000		\$162,000		\$114,000		\$714,000	

I. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
WATER EASEMENT ACQUISITION (20' WIDE)	SF	\$3.00	22,100	\$66,300	0	\$0	0	\$0	187,600	\$562,800	0	\$0	209,700	\$629,100
SANITARY SEWER EASEMENT ACQUISITION (20' WIDE)	SF	\$3.00	22,200	\$66,600	0	\$0	0	\$0	27,400	\$82,200	0	\$0	49,600	\$148,800
TEMP CONST EASEMENT ACQUISITION (50' WIDE)	SF	\$1.50	110,750	\$166,125	0	\$0	0	\$0	470,370	\$705,555	0	\$0	581,120	\$871,680
TOTAL MISCELLANEOUS & OTHER			\$299,025		\$0		\$0		\$1,350,555		\$0		\$1,649,580	

J. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
3' RETAINING WALL	LF	\$80.00	900	\$72,000	900	\$72,000	600	\$48,000	3,280	\$262,400	900	\$72,000	6,580	\$526,400
4' RETAINING WALL	LF	\$95.00	1,000	\$95,000	0	\$0	0	\$0	120	\$11,400	0	\$0	1,120	\$106,400
6' RETAINING WALL	LF	\$165.00	700	\$115,500	0	\$0	600	\$99,000	0	\$0	0	\$0	1,300	\$214,500
8' RETAINING WALL	LF	\$275.00	0	\$0	0	\$0	1,400	\$385,000	0	\$0	0	\$0	1,400	\$385,000
TOTAL RETAINING WALLS			\$282,500		\$72,000		\$532,000		\$273,800		\$72,000		\$1,232,300	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	26	546

K. TXDOT- CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$3,500.00	2.5	\$8,750	0.0	\$0	0.0	\$0	0.0	\$0	13.4	\$46,900	15.9	\$55,650
STREET / ROW EXCAVATION	CY	\$3.00	8,067	\$24,201	0	\$0	0	\$0	0	\$0	43,238	\$129,714	51,305.0	\$153,915
TESTING	CY	\$0.25	8,067	\$2,017	0	\$0	0	\$0	0	\$0	43,238	\$10,810	51,305.0	\$12,826
TOTAL TXDOT CLEARING & EXCAVATION			\$34,968		\$0		\$0		\$0		\$187,424		\$222,391	

L. TXDOT STORM SEWER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$80.00	33	\$2,640	0	\$0	0	\$0	0	\$0	1,455	\$116,400	1,488	\$119,040
21" RCP	LF	\$90.00	0	\$0	0	\$0	0	\$0	0	\$0	255	\$22,950	255	\$22,950
24" RCP	LF	\$105.00	560	\$58,800	0	\$0	0	\$0	0	\$0	965	\$101,325	1,525	\$160,125
27" RCP	LF	\$125.00	0	\$0	0	\$0	0	\$0	0	\$0	405	\$50,625	405	\$50,625
30" RCP	LF	\$145.00	440	\$63,800	0	\$0	0	\$0	0	\$0	105	\$15,225	545	\$79,025
36" RCP	LF	\$165.00	45	\$7,425	0	\$0	0	\$0	0	\$0	625	\$103,125	670	\$110,550
10' STANDARD CURB INLET	EA	\$7,500.00	3	\$22,500	0	\$0	0	\$0	0	\$0	14	\$105,000	17	\$127,500
4'X4' WYE INLET	EA	\$4,500.00	0	\$0	0	\$0	0	\$0	0	\$0	1	\$4,500	1	\$4,500
4' MANHOLE	EA	\$7,500.00	1	\$7,500	0	\$0	0	\$0	0	\$0	2	\$15,000	3	\$22,500
36" HEADWALL	EA	\$5,500.00	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500	1	\$5,500
12" GROUTED ROCK RIP RAP	SY	\$105.00	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,200	40	\$4,200
TRENCH SAFETY	LF	\$0.75	1,078	\$809	0	\$0	0	\$0	0	\$0	3,810	\$2,858	4,888	\$3,666
TESTING (GEOTECH)	LF	\$1.00	1,078	\$1,078	0	\$0	0	\$0	0	\$0	3,810	\$3,810	4,888	\$4,888
TESTING (TV)	LF	\$2.00	1,078	\$2,156	0	\$0	0	\$0	0	\$0	3,810	\$7,620	4,888	\$9,776
BONDS	%	1.75%	166,708	\$2,917	0	\$0	0	\$0	0	\$0	558,138	\$9,767	724,845	\$12,685
INSPECTION FEE	%	3.00%	166,708	\$5,001	0	\$0	0	\$0	0	\$0	558,138	\$16,744	724,845	\$21,745
TOTAL TXDOT STORM SEWER			\$174,626		\$0		\$0		\$0		\$584,649		\$759,275	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	26	546

M. TXDOT PAVEMENT

			POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$75.00	9,380	\$703,500	0	\$0	0	\$0	0	\$0	35,775	\$2,683,125	45,155	\$3,386,625
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$4.50	10,318	\$46,431	0	\$0	0	\$0	0	\$0	39,353	\$177,086	49,671	\$223,517
HYDRATED LIME FOR STREET (36#/SY)	TON	\$320.00	186	\$59,432	0	\$0	0	\$0	0	\$0	708	\$226,670	894	\$286,102
PAVEMENT HEADER	EA	\$2,500.00	0	\$0	0	\$0	0	\$0	0	\$0	2	\$5,000	2	\$5,000
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,500.00	6	\$15,000	0	\$0	0	\$0	0	\$0	8	\$20,000	14	\$35,000
STREET SIGN	EA	\$650.00	4	\$2,600	0	\$0	0	\$0	0	\$0	4	\$2,600	8	\$5,200
STOP SIGN	EA	\$400.00	3	\$1,200	0	\$0	0	\$0	0	\$0	3	\$1,200	6	\$2,400
5' CONCRETE SIDEWALK	LF	\$50.00	1,365	\$68,250	0	\$0	0	\$0	0	\$0	4,923	\$246,150	6,288	\$314,400
STRIPING	LF	\$8.00	1,830	\$14,640	0	\$0	0	\$0	0	\$0	7,064	\$56,512	8,894	\$71,152
EXISTING DRIVEWAY ADJUSTMENTS	EA	\$7,500.00	1	\$7,500	0	\$0	0	\$0	0	\$0	1	\$7,500	2	\$15,000
TEMPORARY TRANSITION	EA	\$25,000.00	1	\$25,000	0	\$0	0	\$0	0	\$0	1	\$25,000	2	\$50,000
TRAFFIC CONTROL (TXDOT)	LS	\$50,000.00	1	\$50,000	0	\$0	0	\$0	0	\$0	1	\$50,000	2	\$100,000
TRAFFIC SIGNAL	EA	\$400,000.00	1	\$400,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$400,000
TESTING	%	2.00%	925,113	\$18,502	0	\$0	0	\$0	0	\$0	3,390,532	\$67,811	4,315,644	\$86,313
BONDS	%	1.75%	1,412,055	\$24,711	0	\$0	0	\$0	0	\$0	3,568,654	\$62,451	4,980,709	\$87,162
INSPECTION FEE	%	3.00%	1,412,055	\$42,362	0	\$0	0	\$0	0	\$0	3,568,654	\$107,060	4,980,709	\$149,421
TOTAL TXDOT PAVEMENT			\$1,479,128		\$0		\$0		\$0		\$3,738,165		\$5,217,293	

N. TXDOT EROSION CONTROL

			POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$165.00	45	\$7,425	0	\$0	0	\$0	0	\$0	625	\$103,125	670	\$110,550
8' CURLEX	LF	\$2.00	4,563	\$9,126	0	\$0	0	\$0	0	\$0	17,404	\$34,808	21,967	\$43,934
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$6,500.00	1	\$6,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$6,500
TOTAL TXDOT EROSION CONTROL			\$23,051		\$0		\$0		\$0		\$137,933		\$160,984	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
MAJOR PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Major Public Improvements	CREATED BY:	JCR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218016	REVISED BY:				NET AC.	125	126	144	125	26	546

O. TXDOT FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$8,000.00	4	\$32,000	0	\$0	0	\$0	0	\$0	8	\$64,000	12	\$96,000
FRANCHISE UTILITY RELOCATION ALLOWANCE	LS	\$90,000.00	1	\$90,000	0	\$0	0	\$0	0	\$0	1	\$90,000	2	\$180,000
TOTAL TXDOT FRANCHISE UTILITIES				\$122,000		\$0		\$0		\$0		\$154,000		\$276,000

SUMMARY - MAJOR PUBLIC IMPROVEMENTS	POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
A. CLEARING & EXCAVATION	\$85,190	\$57,348	\$743,586	\$777,221	\$60,144	\$1,723,487
B. WATER	\$977,043	\$505,188	\$426,961	\$2,797,663	\$577,578	\$5,284,433
C. GRAVITY SEWER	\$1,620,607	\$0	\$0	\$0	\$0	\$1,620,607
D. LIFT STATION	\$3,239,574	\$0	\$0	\$0	\$0	\$3,239,574
E. STORM SEWER	\$346,952	\$258,628	\$2,907,918	\$1,012,988	\$340,977	\$4,867,463
F. PAVEMENT	\$3,588,595	\$857,987	\$3,545,950	\$2,997,668	\$1,882,783	\$12,872,983
G. EROSION CONTROL	\$26,962	\$14,482	\$27,019	\$36,913	\$14,314	\$119,743
H. FRANCHISE UTILITIES	\$162,000	\$130,000	\$146,000	\$162,000	\$114,000	\$714,000
I. MISCELLANEOUS & OTHER	\$299,025	\$0	\$0	\$1,350,555	\$0	\$1,649,580
J. RETAINING WALLS	\$282,500	\$72,000	\$532,000	\$273,800	\$72,000	\$1,232,300
K. TXDOT CLEARING & EXCAVATION	\$34,968	\$0	\$0	\$0	\$187,424	\$222,391
L. TXDOT STORM SEWER	\$174,626	\$0	\$0	\$0	\$584,649	\$759,275
M. TXDOT PAVEMENT	\$1,479,128	\$0	\$0	\$0	\$3,738,165	\$5,217,293
N. TXDOT EROSION CONTROL	\$23,051	\$0	\$0	\$0	\$137,933	\$160,984
O. TXDOT FRANCHISE UTILITIES	\$122,000	\$0	\$0	\$0	\$154,000	\$276,000
SUB-TOTAL	\$12,462,221	\$1,895,633	\$8,329,433	\$9,408,807	\$7,863,967	\$39,960,114
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (12.5%)	\$1,044,640	\$211,704	\$956,429	\$952,807	\$940,496	\$4,106,082
CONSTRUCTION MANAGEMENT (4%)	\$498,489	\$75,825	\$333,177	\$376,352	\$314,559	\$1,598,405
CITY FEES (0.1%)	\$12,462	\$1,896	\$8,329	\$9,409	\$7,864	\$39,960
MISCELLANEOUS & CONTINGENCY (20%)	\$2,492,444	\$379,127	\$1,665,887	\$1,881,761	\$1,572,793	\$7,992,023
TOTAL COST	\$16,510,256	\$2,564,185	\$11,293,256	\$12,629,137	\$10,699,679	\$53,696,584
LOTS	483	471	502	474	182	2112
COST / LOT	\$34,183	\$5,444	\$22,497	\$26,644	\$58,789	\$25,425



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
DIRECT PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025**

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Direct Public Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING AND GRUBBING	AC	\$3,500.00	32.0	\$111,910	34.0	\$119,069	29.9	\$104,775	27.7	\$97,062	0.0	\$0	123.7	\$432,816
POND EXCAVATION	CY	\$3.00	408,821.2	\$1,226,464	313,326.9	\$939,981	72,964.5	\$218,894	264,650.0	\$793,950	0.0	\$0	1,059,762.6	\$3,179,288
STREET / ROW EXCAVATION	CY	\$3.00	103,170.4	\$309,511	109,770.4	\$329,311	96,592.6	\$289,778	89,481.5	\$268,444	0.0	\$0	399,014.8	\$1,197,044
CONSTRUCTION ENTRANCE	EA	\$3,500.00	1.0	\$3,500	1.0	\$3,500	1.0	\$3,500	1.0	\$3,500	0.0	\$0	4.0	\$14,000
TESTING	CY	\$0.25	103,170	\$25,793	109,770	\$27,443	96,593	\$24,148	89,481	\$22,370	0	\$0	399,014.8	\$99,754
TOTAL CLEARING & EXCAVATION				\$1,677,177		\$1,419,304		\$641,094		\$1,185,326		\$0		\$4,922,902

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$55.00	26,343	\$1,448,865	25,697	\$1,413,335	25,590	\$1,407,450	23,659	\$1,301,245	0	\$0	101,289	\$5,570,895
1" DOMESTIC WATER SERVICE	EA	\$1,200.00	483	\$579,600	471	\$565,200	502	\$602,400	474	\$568,800	0	\$0	1,930	\$2,316,000
1" IRRIGATION WATER SERVICE	EA	\$1,600.00	5	\$8,000	5	\$8,000	5	\$8,000	5	\$8,000	0	\$0	20	\$32,000
FIRE HYDRANT ASSEMBLY	EA	\$7,800.00	65	\$507,000	60	\$468,000	67	\$522,600	54	\$421,200	0	\$0	246	\$1,918,800
TRENCH SAFETY	LF	\$0.75	26,343	\$19,757	25,697	\$19,273	25,590	\$19,193	23,659	\$17,744	0	\$0	101,289	\$75,967
TESTING (EXCLUDING GEOTECH)	LF	\$0.75	26,343	\$19,757	25,697	\$19,273	25,590	\$19,193	23,659	\$17,744	0	\$0	101,289	\$75,967
TESTING (GEOTECH)	LF	\$1.00	26,343	\$26,343	25,697	\$25,697	25,590	\$25,590	23,659	\$23,659	0	\$0	101,289	\$101,289
BONDS	%	1.75%	\$2,609,323	\$45,663	\$2,518,778	\$44,079	\$2,604,425	\$45,577	\$2,358,393	\$41,272	\$0	\$0	10,090,918	\$176,591
INSPECTION FEE	%	3.00%	\$2,609,323	\$78,280	\$2,518,778	\$75,563	\$2,604,425	\$78,133	\$2,399,664	\$71,990	\$0	\$0	10,132,189	\$303,966
TOTAL WATER				\$2,733,265		\$2,638,419		\$2,728,135		\$2,471,654		\$0		\$10,571,474



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
DIRECT PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025**

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Direct Public Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	<i>City of Anna, Collin County, Texas</i>	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

C. SEWER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$65.00	24,302	\$1,579,630	19,812	\$1,287,780	21,790	\$1,416,350	23,107	\$1,501,955	0	\$0	89,011	\$5,785,715
MANHOLE (ALL DEPTHS)	EA	\$7,500.00	65	\$487,500	58	\$435,000	59	\$442,500	64	\$480,000	0	\$0	246	\$1,845,000
VACCUM TEST MANHOLE	EA	\$150.00	65	\$9,750	58	\$8,700	59	\$8,850	64	\$9,600	0	\$0	246	\$36,900
CLEANOUT	EA	\$2,000.00	11	\$22,000	10	\$20,000	4	\$8,000	4	\$8,000	0	\$0	29	\$58,000
4" DOMESTIC SERVICE	EA	\$1,400.00	483	\$676,200	471	\$659,400	502	\$702,800	474	\$663,600	0	\$0	1,930	\$2,702,000
TRENCH SAFETY	LF	\$1.00	24,302	\$24,302	19,812	\$19,812	21,790	\$21,790	23,107	\$23,107	0	\$0	89,011	\$89,011
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	24,302	\$30,378	19,812	\$24,765	21,790	\$27,238	23,107	\$28,884	0	\$0	89,011	\$111,264
TESTING (GEOTECH)	LF	\$0.50	24,302	\$12,151	19,812	\$9,906	21,790	\$10,895	23,107	\$11,554	0	\$0	89,011	\$44,506
BONDS	%	1.75%	\$2,841,911	\$49,733	\$2,465,363	\$43,144	\$2,638,423	\$46,172	\$2,726,699	\$47,717	\$0	\$0	10,672,395	\$186,767
INSPECTION FEE	%	3.00%	\$2,841,911	\$85,257	\$2,465,363	\$73,961	\$2,638,423	\$79,153	\$2,726,699	\$81,801	\$0	\$0	10,672,395	\$320,172
TOTAL SEWER				\$2,976,901		\$2,582,468		\$2,763,748		\$2,856,217		\$0		\$11,179,334

D. STORM SEWER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
DRAINAGE SYSTEM	AC	\$23,000.00	125.0	\$2,875,000	126.0	\$2,898,000	144.0	\$3,312,000	125.0	\$2,875,000	0.0	\$0	520	\$11,960,000
BONDS	%	1.75%	\$50,313	\$880	\$50,715	\$888	\$57,960	\$1,014	\$50,313	\$880	\$0	\$0	209,300	\$3,663
INSPECTION FEE	%	3.00%	\$86,250	\$2,588	\$86,940	\$2,608	\$99,360	\$2,981	\$86,250	\$2,588	\$0	\$0	358,800	\$10,764
TOTAL STORM SEWER				\$2,878,468		\$2,901,496		\$3,315,995		\$2,878,468		\$0		\$11,974,427



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
DIRECT PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Direct Public Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

E. PAVEMENT														
DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$58.00	47,878	\$2,776,911	49,944	\$2,896,778	64,411	\$3,735,844	44,778	\$2,597,111	0	\$0	207,011	\$12,006,644
8" REINF. CONCRETE STREET PAVEMENT	SY	\$75.00	43,333	\$3,250,000	49,111	\$3,683,333	27,333	\$2,050,000	35,556	\$2,666,667	0	\$0	155,333	\$11,650,000
8"-5"-8" CONCRETE STREET PAVEMENT (ALLEY)	SY	\$66.00	5,800	\$382,800	6,400	\$422,400	0	\$0	3,000	\$198,000	0	\$0	15,200	\$1,003,200
8"-6"-8" CONCRETE STREET PAVEMENT (MEWS)	SY	\$66.00	3,067	\$202,400	667	\$44,000	0	\$0	3,333	\$220,000	0	\$0	7,067	\$466,400
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$4.50	61,056	\$274,750	61,356	\$276,100	68,567	\$308,550	54,778	\$246,500	0	\$0	245,756	\$1,105,900
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$5.00	45,500	\$227,500	51,567	\$257,833	28,700	\$143,500	37,333	\$186,667	0	\$0	163,100	\$815,500
HYDRATED LIME FOR STREET (36#/SY)	TON	\$320.00	1,918	\$613,760	2,033	\$650,432	1,751	\$560,256	1,658	\$530,560	0	\$0	7,359	\$2,355,008
PAVEMENT HEADER & STREET BARRICADE	EA	\$2,500.00	2	\$5,000	15	\$37,500	0	\$0	2	\$5,000	0	\$0	19	\$47,500
REMOVE BARRICADE & CONNECT TO EXISTING	EA	\$1,500.00	5	\$7,500	7	\$10,500	11	\$16,500	11	\$16,500	0	\$0	34	\$51,000
BARRIER FREE RAMP	EA	\$2,500.00	66	\$165,000	106	\$265,000	57	\$142,500	82	\$205,000	0	\$0	311	\$777,500
5' CONCRETE SIDEWALK	LF	\$50.00	3,390	\$169,500	3,282	\$164,100	3,274	\$163,700	3,018	\$150,900	0	\$0	12,964	\$648,200
10' CONCRETE SIDEWALK	LF	\$80.00	18,353	\$1,468,240	9,024	\$721,920	25,227	\$2,018,160	13,315	\$1,065,200	0	\$0	65,919	\$5,273,520
TESTING	%	2.00%	9,530,861	\$190,617	9,381,896	\$187,638	9,122,510	\$182,450	8,066,604	\$161,332	0	\$0	36,101,872	\$722,037
BONDS	%	1.75%	\$9,733,978	\$170,345	\$9,617,534	\$168,307	\$9,321,461	\$163,126	\$8,249,437	\$144,365	\$0	\$0	36,922,410	\$646,142
INSPECTION FEE	%	3.00%	\$9,733,978	\$292,019	\$9,617,534	\$288,526	\$9,321,461	\$279,644	\$8,249,437	\$247,483	\$0	\$0	36,922,410	\$1,107,672
TOTAL PAVEMENT			\$10,196,342		\$10,074,367		\$9,764,230		\$8,641,285		\$0		\$38,676,224	

F. EROSION CONTROL														
DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
4' CURLEX	LF	\$1.75	58,300	\$102,025	61,200	\$107,100	49,700	\$86,975	49,000	\$85,750	0	\$0	218,200	\$381,850
TOTAL EROSION CONTROL			\$102,025		\$107,100		\$86,975		\$85,750		\$0		\$381,850	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
DIRECT PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Direct Public Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

G. FRANCHISE UTILITIES														
DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$3,500.00	69	\$241,500	67	\$234,500	69	\$241,500	66	\$231,000	0	\$0	271	\$948,500
TOTAL FRANCHISE UTILITIES			\$241,500		\$234,500		\$241,500		\$231,000		\$0		\$948,500	

H. MISCELLANEOUS & OTHER														
DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STOP SIGN	EA	\$400.00	53	\$21,200	36	\$14,400	35	\$14,000	38	\$15,200	0	\$0	162	\$64,800
STREET SIGN	EA	\$650.00	60	\$39,000	46	\$29,900	44	\$28,600	43	\$27,950	0	\$0	193	\$125,450
MISC SIGN	EA	\$500.00	7	\$3,500	11	\$5,500	3	\$1,500	6	\$3,000	0	\$0	27	\$13,500
4" PVC SLEEVES	LF	\$25.00	47	\$1,163	39	\$975	39	\$975	42	\$1,050	0	\$0	167	\$4,163
TOTAL MISCELLANEOUS & OTHER			\$64,863		\$50,775		\$45,075		\$47,200		\$0		\$207,913	

I. TOWNHOMES														
DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
TOWNHOMES (ASSUME 7/AC)	AC	\$210,000.00	0	\$0	0	\$0	0	\$0	0	\$0	26	\$5,460,000	26	\$5,460,000
TOTAL TOWNHOMES			\$0		\$0		\$0		\$0		\$5,460,000		\$5,460,000	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
DIRECT PUBLIC IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Direct Public Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

SUMMARY - DIRECT PUBLIC IMPROVEMENTS	POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
A. CLEARING & EXCAVATION	\$1,677,177	\$1,419,304	\$641,094	\$1,185,326	\$0	\$4,922,902
B. WATER	\$2,733,265	\$2,638,419	\$2,728,135	\$2,471,654	\$0	\$10,571,474
C. SEWER	\$2,976,901	\$2,582,468	\$2,763,748	\$2,856,217	\$0	\$11,179,334
D. STORM SEWER	\$2,878,468	\$2,901,496	\$3,315,995	\$2,878,468	\$0	\$11,974,427
E. PAVEMENT	\$10,196,342	\$10,074,367	\$9,764,230	\$8,641,285	\$0	\$38,676,224
F. EROSION CONTROL	\$102,025	\$107,100	\$86,975	\$85,750	\$0	\$381,850
G. FRANCHISE UTILITIES	\$241,500	\$234,500	\$241,500	\$231,000	\$0	\$948,500
H. MISCELLANEOUS & OTHER	\$64,863	\$50,775	\$45,075	\$47,200	\$0	\$207,913
I. TOWNHOMES (ASSUME 7/AC)	\$0	\$0	\$0	\$0	\$5,460,000	\$5,460,000
SUB-TOTAL	\$20,870,542	\$20,008,429	\$19,586,752	\$18,396,901	\$5,460,000	\$84,322,623
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$2,056,418	\$1,972,315	\$1,930,018	\$1,811,870	\$546,000	\$8,316,621
CONSTRUCTION MANAGEMENT (4%)	\$834,822	\$800,337	\$783,470	\$735,876	\$218,400	\$3,372,905
CITY FEES (0.1%)	\$20,871	\$20,008	\$19,587	\$18,397	\$5,460	\$84,323
MISCELLANEOUS & CONTINGENCY (20%)	\$4,174,108	\$4,001,686	\$3,917,350	\$3,679,380	\$1,092,000	\$16,864,525
TOTAL COST	\$27,956,760	\$26,802,775	\$26,237,177	\$24,642,424	\$7,321,860	\$112,960,997
LOTS	483	471	502	474	182	2112
COST / LOT	\$57,881	\$56,906	\$52,265	\$51,988	\$40,230	\$53,485



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
PRIVATE IMPROVEMENTS - CITY OF ANNA
MARCH, 2025

							POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Private Improvements	CREATED BY:	BGW, GDR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:				NET AC.	125	126	144	125	26	546

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING AND GRUBBING	AC	\$3,500.00	93.0	\$325,590	92.0	\$321,931	114.1	\$399,225	97.3	\$340,438	0.0	\$0	396.3	\$1,387,184
LOT / BLOCK EXCAVATION	CY	\$3.00	300,163	\$900,489	296,790	\$890,369	368,047	\$1,104,142	313,852	\$941,556	0	\$0	1,278,851.9	\$3,836,556
ROUGH LOT GRADING	EA	\$300.00	483	\$144,900	471	\$141,300	502	\$150,600	474	\$142,200	0	\$0	1,930.0	\$579,000
FINAL LOT GRADING	EA	\$200.00	483	\$96,600	471	\$94,200	502	\$100,400	474	\$94,800	0	\$0	1,930.0	\$386,000
MOISTURE CONDITION 40' LOTS (6' AVG DEPTH)	LOT	\$2,450.00	120	\$294,000	152	\$372,400	0	\$0	101	\$247,450	0	\$0	373.0	\$913,850
MOISTURE CONDITION 50' LOTS (6' AVG DEPTH)	LOT	\$3,500.00	214	\$749,000	151	\$528,500	218	\$763,000	210	\$735,000	0	\$0	793.0	\$2,775,500
MOISTURE CONDITION 60' LOTS (6' AVG DEPTH)	LOT	\$4,000.00	73	\$292,000	63	\$252,000	181	\$724,000	98	\$392,000	0	\$0	415.0	\$1,660,000
MOISTURE CONDITION 70' LOTS (6' AVG DEPTH)	LOT	\$4,500.00	76	\$342,000	52	\$234,000	103	\$463,500	31	\$139,500	0	\$0	262.0	\$1,179,000
MOISTURE CONDITION 80' LOTS (6' AVG DEPTH)	LOT	\$5,000.00	0	\$0	53	\$265,000	0	\$0	34	\$170,000	0	\$0	87.0	\$435,000
TESTING	CY	\$0.10	300,163	\$30,016	296,790	\$29,679	368,047	\$36,805	313,852	\$31,385	0	\$0	1,278,851.9	\$127,885
TOTAL CLEARING & EXCAVATION			\$3,174,595		\$3,129,379		\$3,741,672		\$3,234,329		\$0		\$13,279,975	

B. WATER UPSIZING

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
16" P.V.C. WATERLINE	LF	\$315.00	5,845	\$1,841,175	0	\$0	2,440	\$768,600	0	\$0	0	\$0	8,285	\$2,609,775
16" GATE VALVE & BOX	EA	\$35,000.00	16	\$560,000	0	\$0	8	\$280,000	0	\$0	2	\$70,000	26	\$910,000
16" PLUG W/ RURAL FLUSHING VALVE	EA	\$4,000.00	1	\$4,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$4,000
TRENCH SAFETY	LF	\$0.25	5,845	\$1,461	0	\$0	2,440	\$610	0	\$0	0	\$0	8,285	\$2,071
TESTING (EXCLUDING GEOTECH)	LF	\$0.25	5,845	\$1,461	0	\$0	2,440	\$610	0	\$0	0	\$0	8,285	\$2,071
TESTING (GEOTECH)	LF	\$0.75	5,845	\$4,384	0	\$0	2,440	\$1,830	0	\$0	0	\$0	8,285	\$6,214
BONDS	%	1.75%	2,412,481	\$42,218	0	\$0	1,051,650	\$18,404	0	\$0	70,000	\$1,225	3,534,131	\$61,847
INSPECTION FEE	%	3.00%	2,412,481	\$72,374	0	\$0	1,051,650	\$31,550	0	\$0	70,000	\$2,100	3,534,131	\$106,024
PUBLIC COSTS FOR 12" WATER				-\$624,125		\$0		-\$253,000		\$0		-\$13,000		\$0
TOTAL WATER UPSIZING			\$1,902,949		\$0		\$848,603		\$0		\$60,325		\$3,702,002	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
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PROJECT NAME:	Oak Ridge - Private Improvements	CREATED BY:	BGW, GDR			NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR			GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:				NET AC.	125	126	144	125	26	546

C. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
WALL ALLOWANCE (1% - 3% SLOPE)	LOT	\$6,000.00	125	\$750,000	128	\$768,000	206	\$1,236,000	203	\$1,218,000	0	\$0	662	\$3,972,000
WALL ALLOWANCE (3% - 7% SLOPE)	LOT	\$9,000.00	132	\$1,188,000	190	\$1,710,000	201	\$1,809,000	206	\$1,854,000	0	\$0	729	\$6,561,000
WALL ALLOWANCE (GREATER THAN 7% SLOPE)	LOT	\$12,000.00	181	\$2,172,000	80	\$960,000	77	\$924,000	15	\$180,000	0	\$0	353	\$4,236,000
WALL ALLOWANCE (GREATER THAN 10% SLOPE)	LOT	\$15,000.00	37	\$555,000	59	\$885,000		\$0	40	\$600,000	0	\$0	136	\$2,040,000
TOTAL RETAINING WALLS			\$4,665,000		\$4,323,000		\$3,969,000		\$3,852,000		\$0		\$16,809,000	

D. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$2.50	16,367	\$40,918	12,457	\$31,143	23,022	\$57,555	17,733	\$44,333	0	\$0	69,579	\$173,948
OVERSEED LOTS	LOT	\$55.00	483	\$26,565	471	\$25,905	502	\$27,610	474	\$26,070	0	\$0	1,930	\$106,150
MISC. EROSION CONTROL INSPECTION & MAINTENANC	LOT	\$120.00	483	\$57,960	471	\$56,520	502	\$60,240	474	\$56,880	0	\$0	1,930	\$231,600
TOTAL EROSION CONTROL			\$125,443		\$113,568		\$145,405		\$127,283		\$0		\$511,698	

E. AMENITIES, LANDSCAPE & SCREENING

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
AMENITY CENTER	EA	\$5,500,000.00	1	\$5,500,000	0	\$0	0	\$0	1	\$5,500,000	0	\$0	2	\$11,000,000
POCKET PARK	EA	\$80,000.00	3	\$240,000	3	\$240,000	2	\$160,000	2	\$160,000	0	\$0	10	\$800,000
MAJOR ENTRY MONUMENT	EA	\$70,000.00	4	\$280,000	7	\$490,000	2	\$140,000	5	\$350,000	0	\$0	18	\$1,260,000
MINOR ENTRY MONUMENT	EA	\$40,000.00	4	\$160,000	7	\$280,000	3	\$120,000	6	\$240,000	0	\$0	20	\$800,000
OPEN SPACE IRRIGATION AND LANDSCAPE	SF	\$3.75	319,511	\$1,198,166	296,034	\$1,110,128	334,584	\$1,254,690	512,714	\$1,922,679	0	\$0	1,462,843	\$5,485,663
6' MASONRY SCREENING FENCE (ALONG 120' R.O.W.)	LF	\$145.00	3,845	\$557,525	3,903	\$565,935	3,047	\$441,815	4,200	\$609,000	0	\$0	14,995	\$2,174,275
6' WOOD SCREENING FENCE (ALONG 60' R.O.W.)	LF	\$90.00	4,651	\$418,590	1,936	\$174,240	4,030	\$362,700	4,702	\$423,180	0	\$0	15,319	\$1,378,710
TOTAL AMENITIES, LANDSCAPE & SCREENING			\$8,354,281		\$2,860,303		\$2,479,205		\$9,204,859		\$0		\$22,898,648	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
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MARCH, 2025

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PROJECT NAME:	Oak Ridge - Private Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
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JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

F. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ELECTRIC SERVICE ALLOWANCE	LOT	\$1,100.00	483	\$531,300	471	\$518,100	502	\$552,200	474	\$521,400	0	\$0	1,930	\$2,123,000
GAS SERVICE ALLOWANCE	LOT	\$650.00	483	\$313,950	471	\$306,150	502	\$326,300	474	\$308,100	0	\$0	1,930	\$1,254,500
TELEPHONE AND CABLE SERVICE ALLOWANCE	LOT	\$0.00	483	\$0	471	\$0	502	\$0	474	\$0	0	\$0	1,930	\$0
TOTAL FRANCHISE UTILITIES			\$845,250		\$824,250		\$878,500		\$829,500		\$0		\$3,377,500	

G. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
PRELIMINARY GEOTECHNICAL REPORT (PRORATED)	LS	\$10,000.00	1	\$10,000	1	\$10,000	1	\$10,000	1	\$10,000	0	\$0	4	\$40,000
TREE SURVEY	LS	\$23,000.00	1	\$23,000	1	\$23,000	1	\$23,000	1	\$23,000	0	\$0	4	\$92,000
FINAL GEOTECHNICAL REPORT	LOT	\$400.00	483	\$193,200	471	\$188,400	502	\$200,800	474	\$189,600	0	\$0	1,930	\$772,000
PID COST	LOT	\$3,400.00	483	\$1,642,200	471	\$1,601,400	502	\$1,706,800	474	\$1,611,600	0	\$0	1,930	\$6,562,000
TOTAL MISCELLANEOUS & OTHER			\$1,868,400		\$1,822,800		\$1,940,600		\$1,834,200		\$0		\$7,466,000	

H. TOWNHOMES

DESCRIPTION	UNIT	UNIT PRICE	POD 1		POD 2		POD 3		POD 4		POD 5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
TOWNHOMES (ASSUME 7/AC)	AC	\$140,000.00	0	\$0	0	\$0	0	\$0	0	\$0	26	\$3,640,000	26	\$3,640,000
TOTAL TOWNHOMES			\$0		\$0		\$0		\$0		\$3,640,000		\$3,640,000	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
OAK RIDGE
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						POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
PROJECT NAME:	Oak Ridge - Private Improvements	CREATED BY:	BGW, GDR		NO. OF LOTS:	483	471	502	474	182	2,112
CITY:	City of Anna, Collin County, Texas	CHECKED BY:	JCR		GROSS AC.	170	144	258	148	26	746
JOB NUMBER:	063218000	REVISED BY:			NET AC.	125	126	144	125	26	546

SUMMARY - PRIVATE IMPROVEMENTS	POD 1	POD 2	POD 3	POD 4	POD 5	TOTAL
A. CLEARING & EXCAVATION	\$3,174,595	\$3,129,379	\$3,741,672	\$3,234,329	\$0	\$13,279,975
B. WATER UPSIZING	\$1,902,949	\$0	\$848,603	\$0	\$60,325	\$3,702,002
C. RETAINING WALLS	\$4,665,000	\$4,323,000	\$3,969,000	\$3,852,000	\$0	\$16,809,000
D. EROSION CONTROL	\$125,443	\$113,568	\$145,405	\$127,283	\$0	\$511,698
E. AMENITIES, LANDSCAPE & SCREENING	\$8,354,281	\$2,860,303	\$2,479,205	\$9,204,859	\$0	\$22,898,648
F. FRANCHISE UTILITIES	\$845,250	\$824,250	\$878,500	\$829,500	\$0	\$3,377,500
G. MISCELLANEOUS & OTHER	\$1,868,400	\$1,822,800	\$1,940,600	\$1,834,200	\$0	\$7,466,000
H. TOWNHOMES	\$0	\$0	\$0	\$0	\$3,640,000	\$3,640,000
SUB-TOTAL	\$20,935,918	\$13,073,299	\$14,002,985	\$19,082,170	\$3,700,325	\$71,684,823
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$1,822,227	\$1,042,625	\$1,118,389	\$1,641,847	\$370,033	\$6,084,132
CONSTRUCTION MANAGEMENT (4%)	\$837,437	\$522,932	\$560,119	\$763,287	\$148,013	\$2,867,393
CITY FEES (0.1%)	\$20,936	\$13,073	\$14,003	\$19,082	\$3,700	\$71,685
MISCELLANEOUS & CONTINGENCY (20%)	\$4,187,184	\$2,614,660	\$2,800,597	\$3,816,434	\$740,065	\$14,336,965
TOTAL COST	\$27,803,701	\$17,266,589	\$18,496,093	\$25,322,821	\$4,962,136	\$95,044,997
LOTS	483	471	502	474	182	2112
COST / LOT	\$57,565	\$36,659	\$36,845	\$53,424	\$27,264	\$45,002

Exhibit F
Major Sewer Improvements

Exhibit G
Major Water Improvements

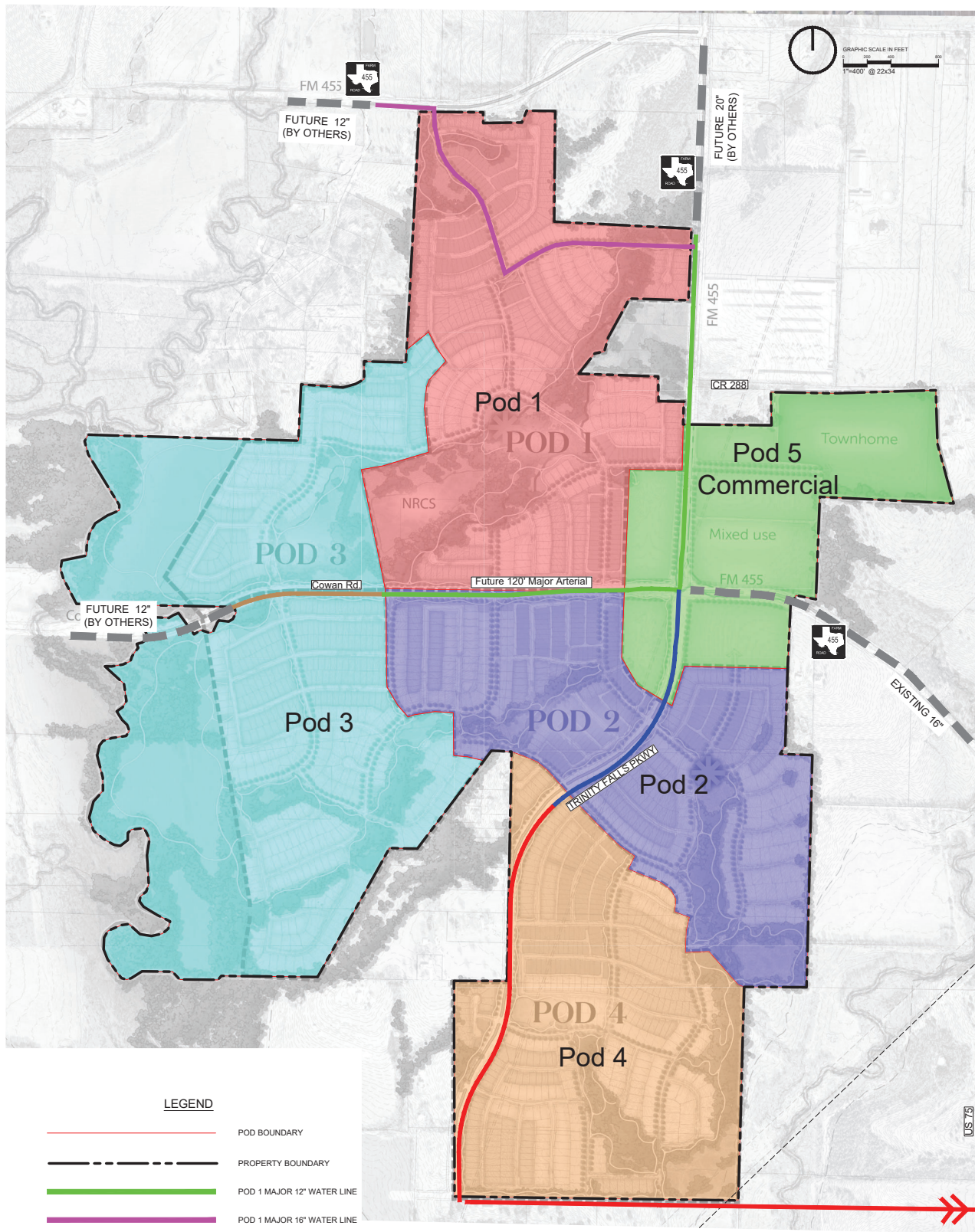
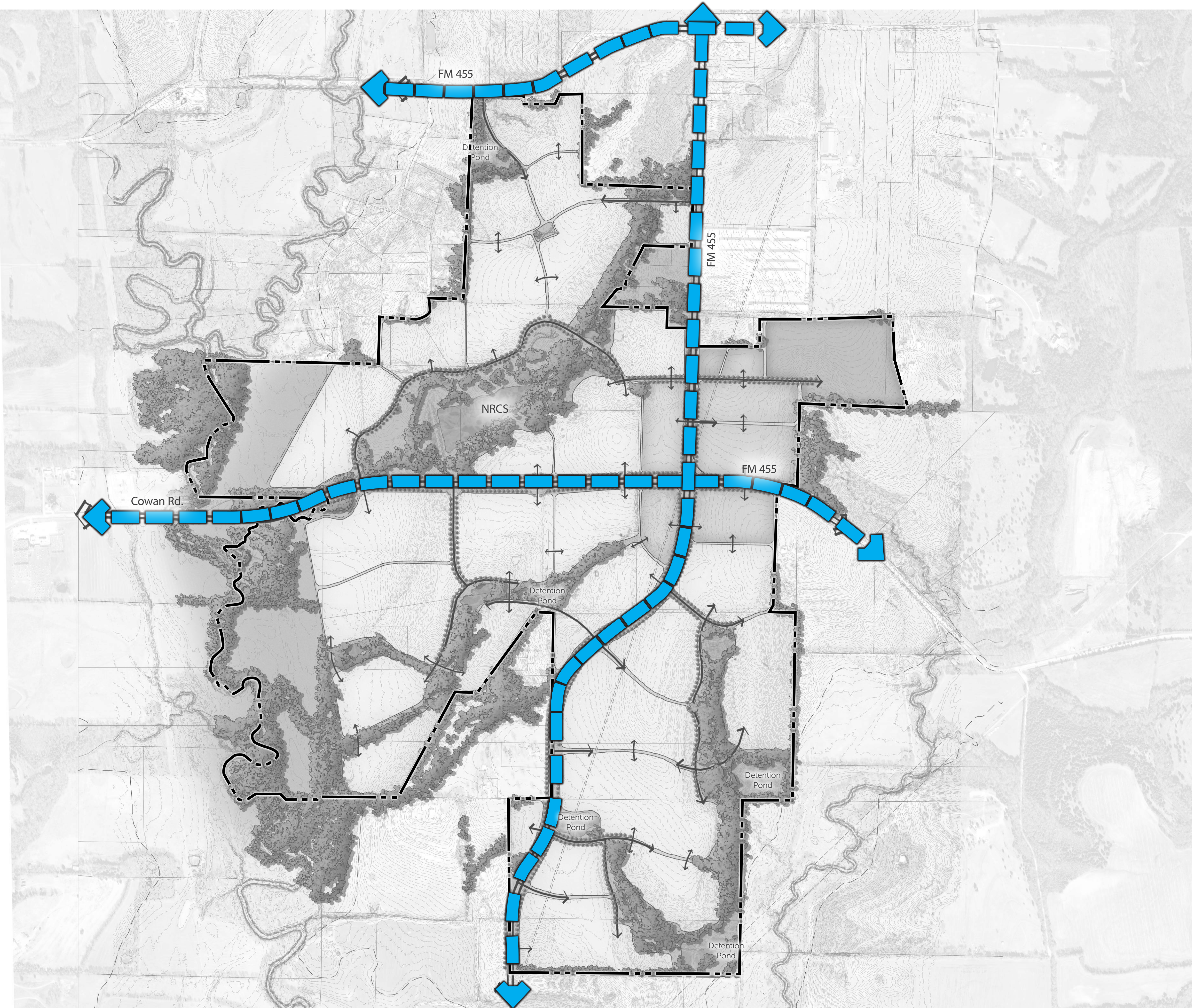


Exhibit H
Major Roadway Improvements



Note:
All major arterials as shown are eligible
for impact fee reimbursement.

Legend

-  Site boundary
-  Major Arterial (120' ROW)

The information shown is based on the best information available and is subject to change without notice.

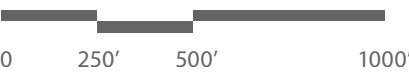
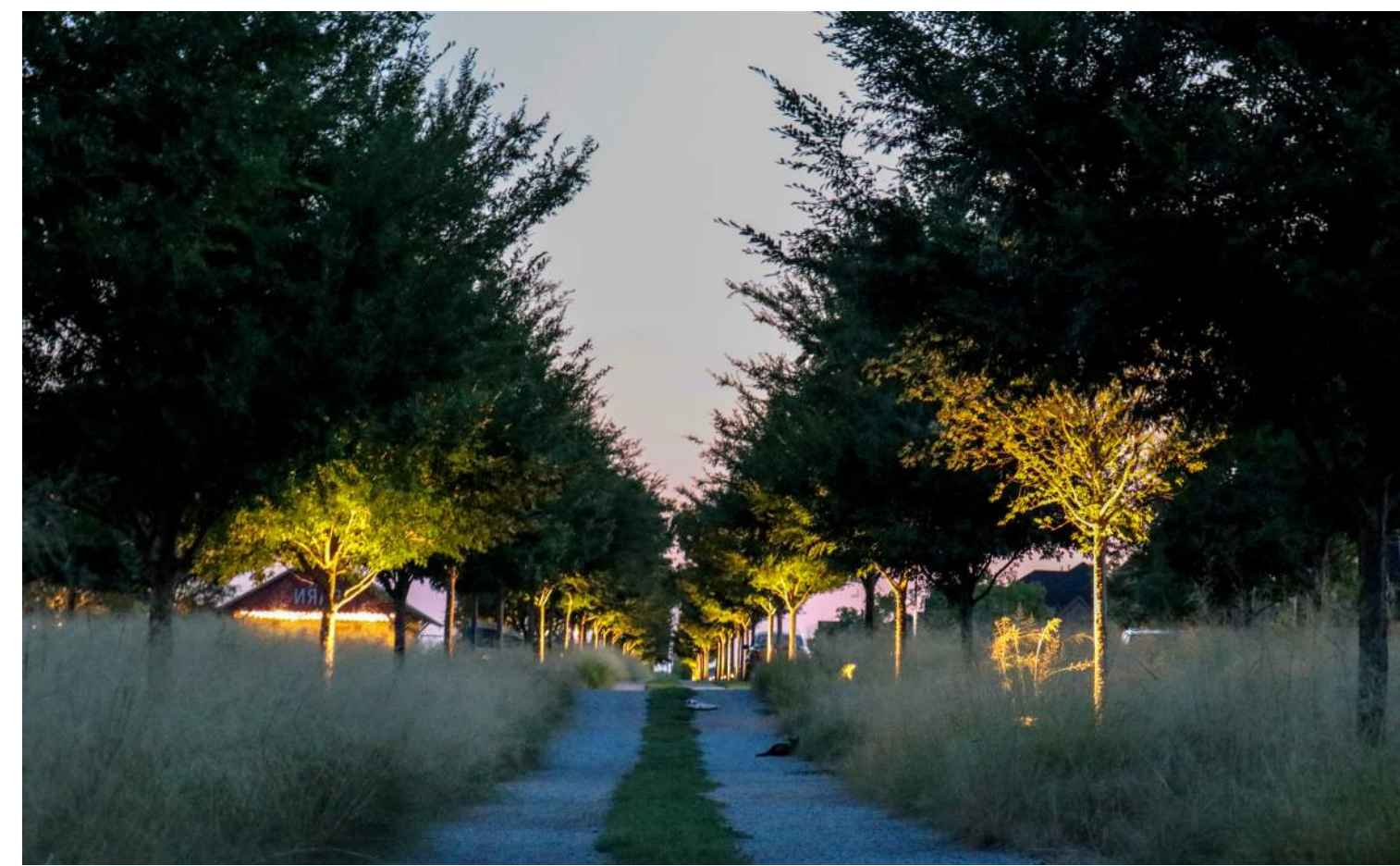
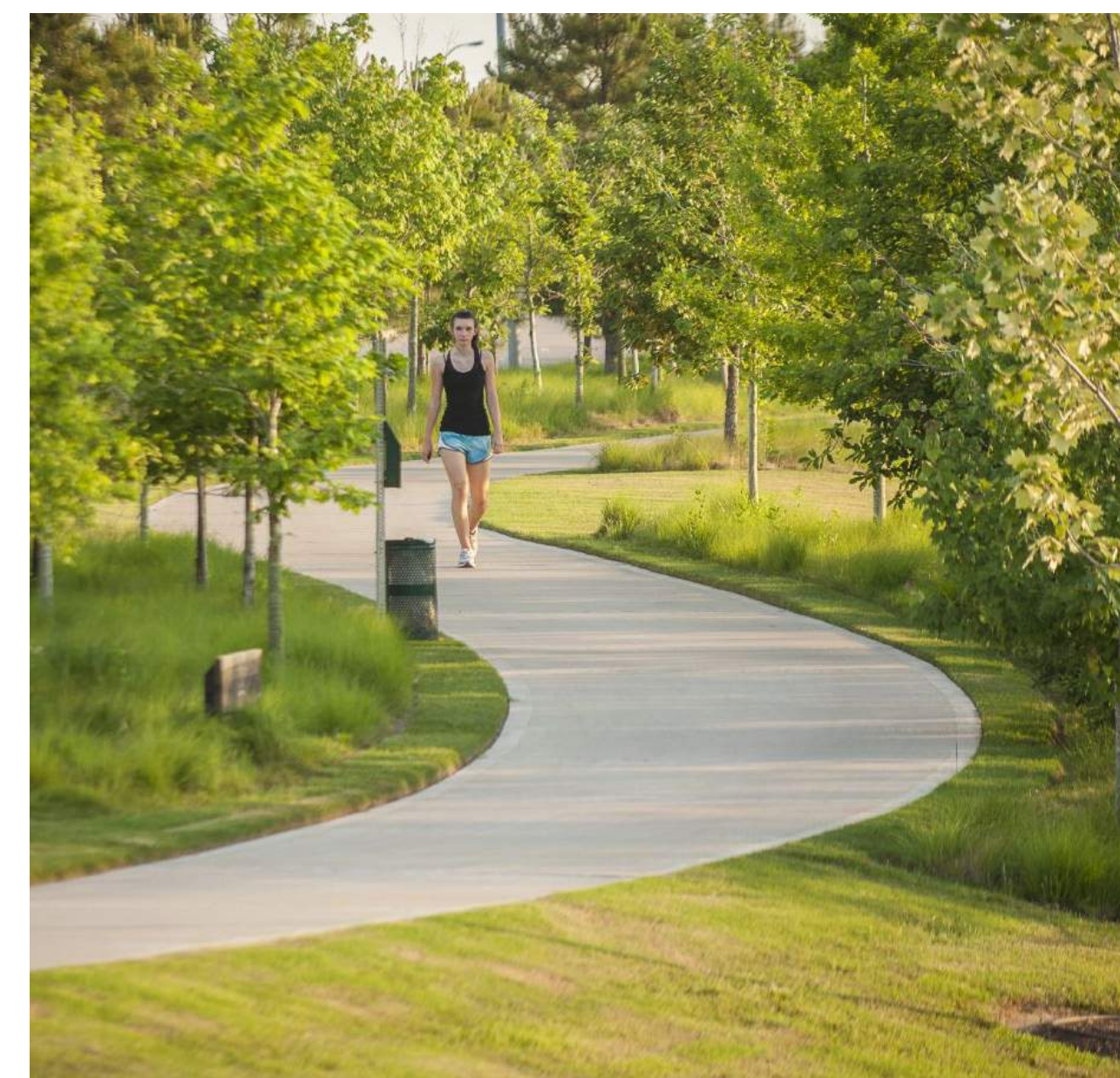
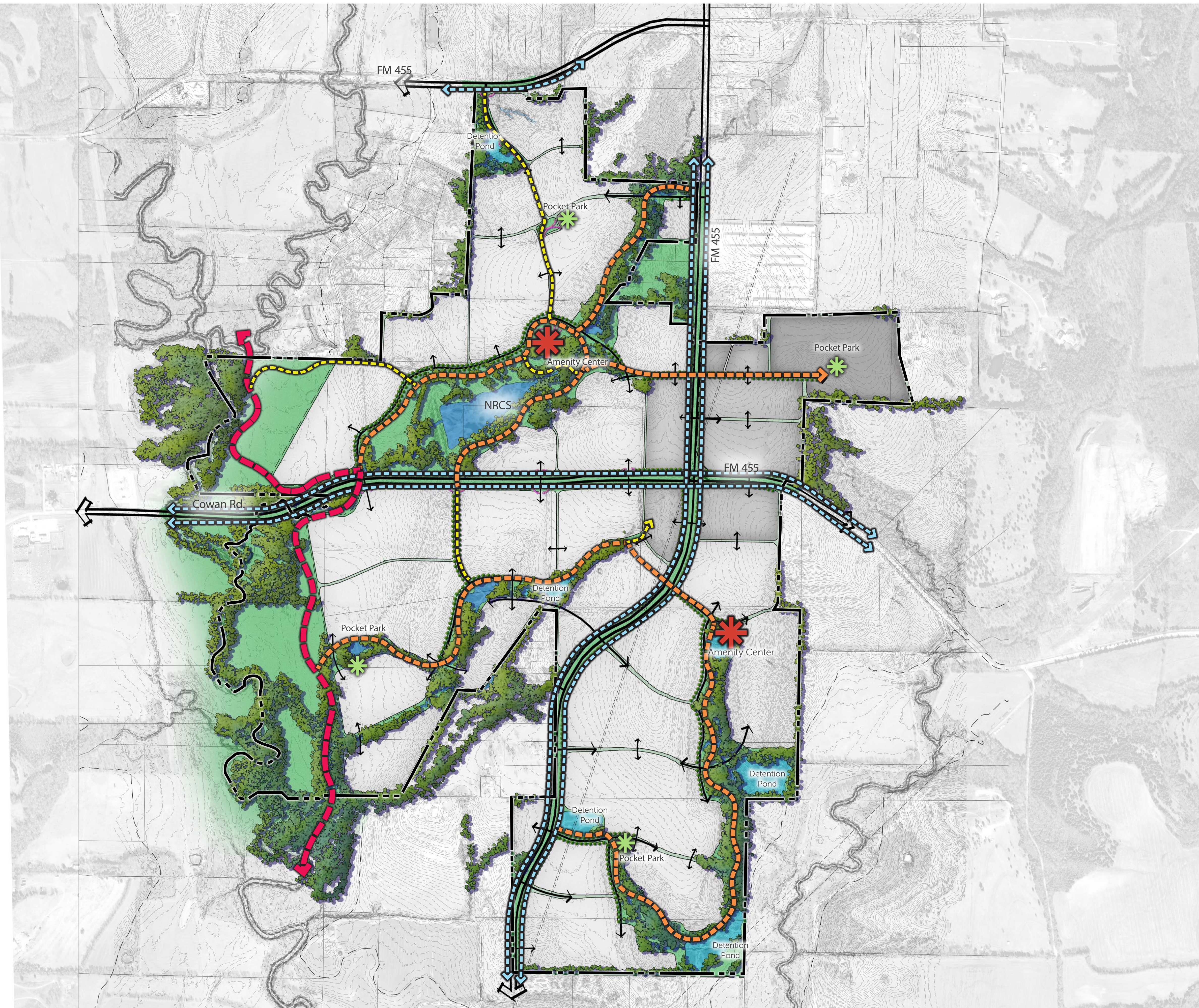


Exhibit I
Conceptual Amenity Depictions



The information shown is based on the best information available and is subject to change without notice.

Exhibit J
Trail and Open Space Improvements



- Legend
- Site Boundary
 - Lake and Detention
 - Open Space
 - Amenity Center
 - Pocket Park
 - Regional Trail
 - Community Trail
 - Neighborhood Trail
 - Roadside Trail

The information shown is based on the best information available and is subject to change without notice.

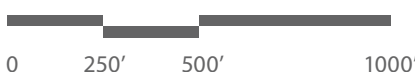


Exhibit K

Form of Written Request to Levy Assessments

The undersigned is an agent for OPP-Oak Ridge, LP (“Developer”) and, pursuant to the Oak Ridge Development Agreement between the Developer and the City of Anna, Texas (the “City”), dated as of _____, 2025 (the “Agreement”), Developer hereby requests that the City levy Assessments upon property located in Phase #__ (the “Phase”) to pay the PID Projects Cost and, if and when the Developer requests PID Bonds to be issued to pay (i) the costs of issuance of the associated series of PID Bonds (including funding any applicable reserves), (ii) the costs of capitalized interest attributable to said series of PID Bonds, if any, and (iii) any applicable PID formation costs.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Agreement. In connection with the above request, Developer acknowledges, agrees, represents and warrants to the City as follows:

1) The PID Projects to be financed have been or will be constructed according to the approved Development Standards imposed by the Agreement, including without limitation any applicable City Regulations.

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

3) Developer is not in material default under the Agreement.

4) Attached hereto as Attachment I is an engineer’s opinion of probable cost reflecting the improvements to be financed through the Assessments.

5) To the extent the Developer requests that the City issue PID Bonds, the Developer will not support the levy of Assessments or request the issuance of PID Bonds which do not meet the following standards set forth in Section 6.1 of the Development Agreement, and supporting material in connection with item (a), below, is set forth in the financial analysis attached hereto as Attachment I:

(a) The overlapping tax rate on the Phase when taking into account the proposed Assessments and the current ad valorem tax rates for all taxing entities within the PID does not exceed the Maximum Total Overlapping Tax Rate.

(b) The appraised value of the portion of the PID in the applicable Phase to the par amount of PID Bonds issued with respect to such Phase shall be confirmed by an Independent Appraisal unless such requirement is waived by the City its sole discretion.

(c) If the applicable portion of PID Projects has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Public Improvement Project Cost, the City may require the Developer to, at time of closing the PID Bonds, provide

evidence of (a) available funds to the Developer or any corporate parent of the Developer and made available to the Developer, (b) 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 Developer or any corporate parent of the Developer and made available to the Developer by a Lender for the purpose of development of the PID Projects, equal to or greater than the difference between the PID Projects Cost and the PID Bond Proceeds available to fund such PID Projects Cost or (c) a completion agreement from any party serving as a Developer that is a publicly traded or publicly listed company or homebuilder; or any combination of (a), (b) or (c) in the discretion of the Developer. If so required by the City, and the Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the 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.

- 6) The Developer understands and agrees that, if PID Bonds are being issued, it must enter into a continuing disclosure agreement in the form required by the Underwriter or by the purchasers of the PID Bonds, and Developer represents and warrants that Developer is currently in compliance with all past continuing disclosure obligations.

OPP-OAK RIDGE, LP,
a Texas limited partnership

By: _____
Name: _____
Title: _____

Exhibit L
PID Financial Summary

City of Anna, Texas
Oak Ridge Public Improvement District
PROPOSED DEVELOPMENT PLAN

For illustration purposes only

TOTAL OAK RIDGE PUBLIC IMPROVEMENT DISTRICT

Category	No. of Units	Expected Finished Lot Unit Value	Expected Build Out Unit Value	Expected Finished Lots Value	Expected Build Out Value
TH/SF 22'	182	\$ 69,300	\$ 346,500	\$ 12,612,600	\$ 63,063,000
SF 40'	373	90,200	451,000	33,644,600	168,223,000
SF 50'	793	108,900	544,500	86,357,700	431,788,500
SF 60'	415	119,900	599,500	49,758,500	248,792,500
SF 70'	262	132,000	660,000	34,584,000	172,920,000
SF 80'	87	144,100	720,500	12,536,700	62,683,500
	<u>2,112</u>			<u>\$ 229,494,100</u>	<u>\$ 1,147,470,500</u>

Single Family Unit Weighted Average..... \$108,662 \$543,310

Notes:

Information provided by the Developer on 5/20/2024. Subject to change.

City of Anna, Texas
Oak Ridge Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

For illustration purposes only

	PID BONDS
SOURCES OF FUNDS	
<i>Estimated</i> Par Amount of Bonds	\$ 188,191,000
Total Sources of Funds	\$ 188,191,000
USES OF FUNDS	
Project Fund (Bond Proceeds PID Projects)	\$ 156,671,972
Capitalized Interest Fund ⁽¹⁾	-
Debt Service Reserve Fund ⁽²⁾	14,620,998
Financing Costs & Admin Fees ⁽³⁾	16,898,030
Total Uses of Funds	\$ 188,191,000
<i>Expected</i> Value-to-Lien per Parcel at Bond Issuance ⁽⁴⁾	1.22x
Assumed Bond Interest Rate ⁽⁵⁾	6.35%
Average Annual Installment as Tax Rate Equivalent	\$1.3506
Less: TIRZ Adjustment as Tax Rate Equivalent ⁽⁶⁾	(\$0.2536)
Net Average Annual Installment as Tax Rate Equivalent	\$1.0970
Term of Bonds	30 years
City TIRZ Participation Rate as % of Tax Rate	50%
Number of Benefited Units	2,112
PID Assessment per Benefited Unit	\$89,106
Project Funds per Benefited Unit	\$74,182
City PID Fee per SF Unit	(\$3,400)
Net Project Funds per Benefited Unit	\$70,782

Notes:

- (1) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated through bond proceeds.
- (2) Assumes to be the max annual debt service payment.
- (3) For illustration and discussion purposes only; subject to change.
- (4) Assumes no appraisal discounts for illustration purposes only; subject to change.
- (5) For illustration purposes only; subject to change at any time.
- (6) Including TIRZ admin expense.

Projected Tax Statement

	2024 Tax Rate	Tax Levy on \$346,500 22' Home	Tax Levy on \$451,000 40' Home	Tax Levy on \$544,500 50' Home	Tax Levy on \$599,500 60' Home	Tax Levy on \$660,000 70' Home	Tax Levy on \$720,500 80' Home
City of Anna	\$ 0.5072	\$ 1,757.45	\$ 2,287.47	\$ 2,761.70	\$ 3,040.66	\$ 3,347.52	\$ 3,654.38
Collin County	0.1493	517.47	673.54	813.17	895.31	985.66	1,076.02
Collin County Community College District	0.0812	281.43	366.30	442.24	486.91	536.05	585.19
Anna Independent School District	1.2552	4,349.27	5,660.95	6,834.56	7,524.92	8,284.32	9,043.72
Total Tax Rate	\$ 1.9930	\$ 6,905.62	\$ 8,988.26	\$ 10,851.68	\$ 11,947.81	\$ 13,153.56	\$ 14,359.30
 GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy ⁽¹⁾	 \$ 1.3506	 \$ 4,679.79	 \$ 6,091.16	 \$ 7,353.96	 \$ 8,096.78	 \$ 8,913.89	 \$ 9,730.99
 Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	 \$ 3.3436	 \$ 11,585.41	 \$ 15,079.42	 \$ 18,205.64	 \$ 20,044.59	 \$ 22,067.44	 \$ 24,090.29
 <i>Projected TIRZ Credit as Tax Rate Equivalent/Levy⁽²⁾</i>	 <i>\$ (0.2536)</i>	 <i>\$ (878.72)</i>	 <i>\$ (1,143.74)</i>	 <i>\$ (1,380.85)</i>	 <i>\$ (1,520.33)</i>	 <i>\$ (1,673.76)</i>	 <i>\$ (1,827.19)</i>
 Total Overlapping Tax Rate Equivalent/Levy after Projected TIRZ Credit ⁽³⁾	 \$ 3.0900	 \$ 10,706.68	 \$ 13,935.68	 \$ 16,824.79	 \$ 18,524.26	 \$ 20,393.68	 \$ 22,263.10
 Net Avg. Annual Installment as Tax Rate Equivalent/Levy	 \$ 1.0970	 \$ 3,801.07	 \$ 4,947.42	 \$ 5,973.10	 \$ 6,576.45	 \$ 7,240.13	 \$ 7,903.80

(1) Inclusive of principal, interest, additonal interest and admin levies.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

Oak Ridge Public Improvement District

PID BONDS DEBT CAPACITY - 50% CITY TIRZ

PID Bonds w/50% City TIRZ Enhancement						Total Levy as Tax Rate Equivalent	Bond Year	GROSS PID LEVY	TIRZ Share as Tax Rate Equivalent		NET PID LEVY	Net PID Levy as Tax Rate Equivalent	
Bond Year	Principal	Interest ⁽¹⁾	Additional Interest Levy ⁽²⁾	Administrative Levy ⁽³⁾	TOTAL LEVY				TIRZ CREDIT	TIRZ Tax Rate Equivalent			TIRZ Tax Rate Equivalent
1	\$ 2,152,000	\$ 11,950,129	\$ 940,955	\$ 455,000	\$ 15,498,084	\$ 1.3506	1	\$ 15,498,084	\$ 2,909,985	\$ 0.2536	\$ 12,588,098	\$ 1.0970	
2	2,290,000	11,813,477	930,195	464,100	15,497,772	1.3506	2	15,497,772	2,909,985	0.2536	12,587,786	1.0970	
3	2,437,000	11,668,062	918,745	473,382	15,497,189	1.3506	3	15,497,189	2,909,985	0.2536	12,587,203	1.0970	
4	2,595,000	11,513,312	906,560	482,850	15,497,722	1.3506	4	15,497,722	2,909,985	0.2536	12,587,736	1.0970	
5	2,763,000	11,348,530	893,585	492,507	15,497,621	1.3506	5	15,497,621	2,909,985	0.2536	12,587,636	1.0970	
6	2,942,000	11,173,079	879,770	502,357	15,497,206	1.3506	6	15,497,206	2,909,985	0.2536	12,587,221	1.0970	
7	3,134,000	10,986,262	865,060	512,404	15,497,726	1.3506	7	15,497,726	2,909,985	0.2536	12,587,741	1.0970	
8	3,338,000	10,787,253	849,390	522,652	15,497,295	1.3506	8	15,497,295	2,909,985	0.2536	12,587,310	1.0970	
9	3,557,000	10,575,290	832,700	533,105	15,498,095	1.3506	9	15,498,095	2,909,985	0.2536	12,588,110	1.0970	
10	3,789,000	10,349,421	814,915	543,767	15,497,103	1.3505	10	15,497,103	2,909,985	0.2536	12,587,117	1.0969	
11	4,038,000	10,108,819	795,970	554,642	15,497,431	1.3506	11	15,497,431	2,909,985	0.2536	12,587,446	1.0970	
12	4,304,000	9,852,406	775,780	565,735	15,497,921	1.3506	12	15,497,921	2,909,985	0.2536	12,587,936	1.0970	
13	4,587,000	9,579,102	754,260	577,050	15,497,412	1.3506	13	15,497,412	2,909,985	0.2536	12,587,427	1.0970	
14	4,890,000	9,287,828	731,325	588,591	15,497,744	1.3506	14	15,497,744	2,909,985	0.2536	12,587,758	1.0970	
15	5,213,000	8,977,313	706,875	600,363	15,497,550	1.3506	15	15,497,550	2,909,985	0.2536	12,587,565	1.0970	
16	5,558,000	8,646,287	680,810	612,370	15,497,467	1.3506	16	15,497,467	2,909,985	0.2536	12,587,482	1.0970	
17	5,927,000	8,293,354	653,020	624,617	15,497,991	1.3506	17	15,497,991	2,909,985	0.2536	12,588,006	1.0970	
18	6,320,000	7,916,990	623,385	637,110	15,497,484	1.3506	18	15,497,484	2,909,985	0.2536	12,587,499	1.0970	
19	6,740,000	7,515,670	591,785	649,852	15,497,307	1.3506	19	15,497,307	2,909,985	0.2536	12,587,321	1.0970	
20	7,189,000	7,087,680	558,085	662,849	15,497,614	1.3506	20	15,497,614	2,909,985	0.2536	12,587,628	1.0970	
21	7,668,000	6,631,178	522,140	676,106	15,497,424	1.3506	21	15,497,424	2,909,985	0.2536	12,587,439	1.0970	
22	8,180,000	6,144,260	483,800	689,628	15,497,688	1.3506	22	15,497,688	2,909,985	0.2536	12,587,703	1.0970	
23	8,727,000	5,624,830	442,900	703,421	15,498,151	1.3506	23	15,498,151	2,909,985	0.2536	12,588,166	1.0970	
24	9,310,000	5,070,666	399,265	717,489	15,497,420	1.3506	24	15,497,420	2,909,985	0.2536	12,587,434	1.0970	
25	9,934,000	4,479,481	352,715	731,839	15,498,034	1.3506	25	15,498,034	2,909,985	0.2536	12,588,049	1.0970	
26	10,599,000	3,848,672	303,045	746,476	15,497,192	1.3506	26	15,497,192	2,909,985	0.2536	12,587,207	1.0970	
27	11,311,000	3,175,635	250,050	761,405	15,498,090	1.3506	27	15,498,090	2,909,985	0.2536	12,588,105	1.0970	
28	12,070,000	2,457,387	193,495	776,633	15,497,515	1.3506	28	15,497,515	2,909,985	0.2536	12,587,530	1.0970	
29	12,881,000	1,690,942	133,145	792,166	15,497,253	1.3506	29	15,497,253	2,909,985	0.2536	12,587,267	1.0970	
30	13,748,000	872,998	68,740	808,009	15,497,747	1.3506	30	15,497,747	2,909,985	0.2536	12,587,762	1.0970	
	\$ 188,191,000	\$ 239,426,306	\$ 18,852,465	\$ 18,458,476	\$ 464,928,247			\$ 464,928,247	\$ 87,299,556		\$ 377,628,691		

(1) Assumes an interest rate of 6.35% 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/TIRZ subzones.

				At 2024 Rate	50%		At 2024 Rate	50%	
	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	Gross City Taxes Generated per Unit	City Taxes Deposited in TIRZ Fund per Unit	Net City Taxes Generated per Unit	Gross City Taxes Generated at Build Out	City Taxes Deposited in TIRZ Fund at Build Out	Net City Taxes Generated at Build Out
Proposed Single Family Homes	2,112	\$543,310	\$1,147,470,500	\$2,756	(\$1,378)	\$1,378	\$5,819,970	(\$2,909,985)	\$2,909,985
				Proposed Non TIRZ	City Taxes	Total	Proposed Non TIRZ	City Taxes	Total
				Average	used for	Funds for	Average	used for	Funds for
		Average	Average	PID Assessment	PID Bonds	Debt Service and	PID Assessment	PID Bonds	Debt Service and
		Build Out	Build Out	Annual Installment	Debt Service	PID/TIRZ Admin	Annual Installment	Debt Service	PID/TIRZ Admin
	No. of Units	Unit Value	Total Value	per Unit	and TIRZ Admin	per Unit	at Build Out	and TIRZ Admin	at Build Out
Proposed Single Family Homes	2,112	\$543,310	\$1,147,470,500	\$5,960	per Unit	\$7,338	\$12,587,623	\$2,909,985	\$15,497,608



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution of the City Council of the City of Anna, Texas, finding that a public necessity exists for the acquisition of a permanent right of way on and under 0.827 acres of real property, a permanent right of way on and under 0.418 acres of real property, a temporary construction easement providing limited rights on and under 0.27 acres of real property, a permanent sanitary sewer easement providing limited rights on and under 0.66 acres of real property, and a temporary construction easement providing limited rights on and under 0.65 acres of real property more or less; authorizing the City Manager, staff, contractors, and the city's attorneys to acquire said easements by any lawful means, including but not limited to negotiations, and, if necessary, proceedings in eminent domain; providing an effective date. (Assistant City Manager Greg Peters, P.E.)

SUMMARY:

This item is a request for the City Council of the City of Anna, Texas to make a finding of public necessity for easements and rights-of-way required for the construction and maintenance of roadway and sanitary sewer capital improvement projects in the City of Anna, Texas.

FINANCIAL IMPACT:

This item has no financial impact at this time. The City and its consultants will work with the landowner on the acquisition process for the needed right-of-way and easements in accordance with State Law.

BACKGROUND:

The City is

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Res Public Necessity MJLA Adams
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, FINDING THAT A PUBLIC NECESSITY EXISTS FOR ACQUISITION OF PERMANENT RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT, AND A PERMANENT SANITARY SEWER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT ON AND UNDER REAL PROPERTY LOCATED IN THE W BURNS SURVEY, ABSTRACT A0100; AUTHORIZING THE CITY MANAGER, STAFF, CONTRACTORS, AND THE CITY'S ATTORNEYS TO ACQUIRE SAID EASEMENTS BY ANY LAWFUL MEANS, INCLUDING BUT NOT LIMITED TO NEGOTIATIONS, AND, IF NECESSARY, PROCEEDINGS IN EMINENT DOMAIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna plans to construct and/or install public roads and public sanitary sewer lines and associated appurtenances to meet the public need to provide roadway and sanitary sewer system improvements to benefit the City of Anna, its citizens and the general health, safety and welfare; and

WHEREAS, it is necessary to acquire a certain permanent sanitary sewer line easement not now held by the City of Anna for such sanitary sewer system improvements; and

WHEREAS, it is necessary for the City to use its authority to pursue negotiations for the acquisition of said easements and/or to pursue the easements under power of eminent domain; and

WHEREAS, the City Council of the City of Anna, Texas ("City Council"), after careful consideration, finds that a public necessity exists for acquisition of a permanent right of way of 0.827 acres, a permanent right of way of 0.418 acres, a temporary construction easement of 0.27 acres, a sanitary sewer line easement of 0.656 acres, more or less, a temporary construction easement, respectively providing limited rights on and under 0.655 acres of real property, more or less, said tracts being more particularly described in Section 2 of this resolution, for the purposes of constructing, laying, maintaining, repairing and/or replacing of roadway improvements and sanitary sewer lines and related appurtenances, and benefiting the public health, safety and welfare;

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

Section 1. Incorporation of Recitals; Purpose

1.01 The City Council finds that the above-stated recitals are true and correct and said recitals are incorporated herein as if set forth in full for all purposes.

1.02 This resolution is intended to comply in all respects with Texas Government Code § 2206.001, *et seq.*, Texas Local Government Code § 251.001, *et seq.*, and Texas Property Code § 21.001 *et seq.*, to the extent the provisions of such statutes are applicable, and to comply with all other applicable law.

- 1.03** The City Council, by this resolution, intends, if necessary, to exercise the City's powers of eminent domain under Texas Local Government Code § 251.001 and any and all other applicable law.

Section 2. Easements to be Acquired

- 2.01** The necessary permanent right of way sought to be acquired will provide exclusive rights on and under a portion of a tract of real property, said portion totaling approximately 0.827 acres of real property (the "Permanent Right of Way"), currently held by MJLA Adams, Limited, and/or others. Said approximate 0.827 acres of real property is generally aligned and described as shown in Exhibit A, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent right-of-way to be acquired may differ from what is shown in said alignment and description, but said alignment and description approximates the general route and general area of the permanent right of way to be acquired.
- 2.02** The necessary permanent right of way sought to be acquired will provide exclusive rights on and under a portion of a tract of real property, said portion totaling approximately 0.418 acres of real property (the "Permanent Right of Way"), currently held by MJLA Adams, Limited, and/or others. Said approximate 0.418 acres of real property is generally aligned and described as shown in Exhibit B, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent right-of-way to be acquired may differ from what is shown in said alignment and description, but said alignment and description approximates the general route and general area of the permanent right of way to be acquired.
- 2.03** The necessary temporary construction easement sought to be acquired will provide temporary limited rights on and under a portion of a tract of real property, said portion totaling approximately 0.27 acres of real property (the "Temporary Construction Easement"), currently held by MJLA Adams, Limited, and/or others. Said approximate 0.27 acres of real property is generally aligned and described as shown in Exhibit B, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise temporary easement to be acquired may differ from what is shown in said alignment and description, but said alignment and description approximates the general route and general area of the temporary construction easement to be acquired.
- 2.04** The necessary permanent sanitary sewer line easement sought to be acquired will provide limited rights on and under a portion of a tract of real property, said portion totaling approximately 0.656 acres of real property (the "Permanent Sanitary Sewer Line Easement"), currently held by MJLA Adams, Limited, and/or others. Said approximate 0.656 acres of real property is generally aligned and

described as shown in Exhibit C, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent easement to be acquired may differ from what is shown in said alignment and description, but said alignment and description approximates the general route and general area of the permanent sanitary sewer line easement to be acquired.

- 2.05** The necessary temporary construction easement sought to be acquired will provide temporary limited rights on and under a portion of a tract of real property, said portion totaling approximately 0.655 acres of real property (the "Temporary Construction Easement"), currently held by MJLA Adams, Limited, and/or others. Said approximate 0.655 acres of real property is generally aligned and described as shown in Exhibit D, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise temporary easement to be acquired may differ from what is shown in said alignment and description, but said alignment and description approximates the general route and general area of the temporary construction easement to be acquired.

Section 3. Finding of Public Necessity and Authorization to Take Action

- 3.01** The City Council finds a public necessity for the public welfare and convenience to acquire the Permanent Right of Way and Temporary Construction Easement, and the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement identified in Section 2, above, for the purpose of constructing, laying, maintaining, repairing and/or replacing public roadway and sanitary sewer lines and related appurtenances. The City Council authorizes the City Manager, City staff and/or City consultants or contractors, and, Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys, to acquire the needed Permanent Right of Way and Temporary Construction Easement and the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement by any lawful means including but not limited to negotiations with landowners and, if necessary, proceedings in eminent domain.
- 3.02** The City Council by this resolution directs the City Manager, his staff, and Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys—as necessary and in the appropriate sequence—to have the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement appraised by a certified appraiser, to send the landowner(s) a copy of the appraisal and the State of Texas Landowner's Bill of Rights prepared by the Office of the Attorney General of Texas, to enter into good-faith negotiations with the landowner(s), to make a bona-fide offer and make any necessary initial and final monetary offers in an attempt to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement consistent with the appraisal(s), when appropriate, and to convey the City's desire to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement in an efficient manner, and, if necessary, to institute proceedings in eminent domain and take all necessary actions in such proceedings to condemn and acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement. The City Council hereby

authorizes and ratifies any such actions taken thus far, and hereby further asserts its full authority, to the greatest extent provided by law, to acquire the Permanent Right of Way and Temporary Construction Easement and the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement identified in Section 2, above.

Section 4. Effective Date.

This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, this ____ day of May, 2025.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor

EXHIBIT "A"

BEING A 0.827 ACRE TRACT OF LAND SITUATED IN THE W. BURNS SURVEY, ABSTRACT NO. 100, COLLIN COUNTY, TEXAS, AND BEING PART OF A 17 ACRE TRACT OF LAND CONVEYED TO MJLA ADAMS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20110505000462580, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 0.827 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 17 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 694.344 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO LIBERTY 800, LP., AS RECORDED IN COUNTY CLERK'S FILE NO. 2023000025691, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF A 666.61 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MM MANTUA 701, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 2024000100812, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF COUNTY ROAD NO. 290 (A PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 02 DEGREES 16 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID 17 ACRE TRACT AND THE COMMON WEST LINE OF SAID 694.344 ACRE TRACT, A DISTANCE OF 109.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 48 MINUTES 05 SECONDS, A RADIUS OF 1180.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 59 DEGREES 07 MINUTES 25 SECONDS WEST, A DISTANCE OF 303.99 FEET;

THENCE, OVER AND ACROSS SAID 17 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 304.83 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 91.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 27 MINUTES 24 SECONDS, A RADIUS OF 1140.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 48 DEGREES 29 MINUTES 41 SECONDS WEST, A DISTANCE OF 128.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 128.47 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 79.69 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE WEST LINE OF SAID 17 ACRE TRACT AND THE COMMON EAST LINE OF A 27.745 ACRE TRACT OF LAND CONVEYED TO M&T HOLDING COMPANY, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20141105001213360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 01 DEGREES 49 MINUTES 54 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 81.91 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 17 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 27.745 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF AFORESAID 666.61 ACRE TRACT AND BEING IN THE APPROXIMATE CENTER OF AFORESAID COUNTY ROAD NO. 290;

THENCE, NORTH 51 DEGREES 47 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF SAID 17 ACRE TRACT, THE COMMON SOUTH LINE OF SAID 666.61 ACRE TRACT AND WITH SAID COUNTY ROAD NO. 290 A DISTANCE OF 615.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 36,045 SQUARE FEET OR 0.827 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.



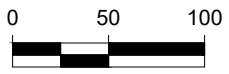
Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778
TBPELS Firm No. 10194382



MAY 08, 2025

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	14°48'05"	1180.00'	S59°07'25"W	303.99'	304.83'
C2	6°27'24"	1140.00'	S48°29'41"W	128.40'	128.47'

LINE	BEARING	DISTANCE
L1	S2°16'22"E	109.00'
L2	S51°43'23"W	91.66'
L3	S45°15'59"W	79.69'
L4	N1°49'54"W	81.91'



1.982 ACRES
SHANNON R. OWENS AND
COURTNEY A. OWENS
C.C.# 2001-0103527
D.R.C.C.T.

27.745 ACRES
M&T HOLDING COMPANY, LLC
C.C.# 20141105001213360
O.P.R.C.C.T.

W. BURNS SURVEY
ABSTRACT NO. 100

TRACT 1
666.61 ACRES
MM MANTUA 701, LLC
C.C.# 2024000100812
O.P.R.C.C.T.

(DIRECTIONAL CONTROL LINE)
N51°47'09"E 615.92'
COUNTY ROAD 290
(A PRESCRIPTIVE RIGHT-OF-WAY)

POINT OF
BEGINNING

PKNF
(CM)

TRACT 1
694.344 ACRES
LIBERTY 800, LP
C.C.# 2023000025691
O.P.R.C.C.T.

J. WHITAKER SURVEY
ABSTRACT NO. 981

APPROXIMATE
SURVEY LINE

17 ACRES
MJLA ADAMS, LTD
C.C.# 20110505000462580
O.P.R.C.C.T.

LEGEND

IRF	IRON ROD FOUND
PKNF	PK NAIL FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT

THE BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET.



PAGE 3
OF 3

DATE:	05/08/25
DRWN BY:	B.N.W.
CHKD BY:	C.M.
PROJ NO.	0451

EXHIBIT "A"

0.827 ACRES
IN THE
W. BURNS SURVEY, ABSTRACT NO. 100
COLLIN COUNTY, TEXAS

LJA SURVEYING INC.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

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

S:\NTX-LAND\0451\2005SURVEY\280_Easements\0451EX01.dwg 5/7/2025

EXHIBIT "A"

BEING A 0.418 ACRE TRACT OF LAND SITUATED IN THE W. BURNS SURVEY, ABSTRACT NO. 100, COLLIN COUNTY, TEXAS, AND BEING PART OF A 17 ACRE TRACT OF LAND CONVEYED TO MJLA ADAMS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20110505000462580, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 0.418 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 17 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 694.344 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO LIBERTY 800, LP., AS RECORDED IN COUNTY CLERK'S FILE NO. 2023000025691, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF A 666.61 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MM MANTUA 701, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 2024000100812, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF COUNTY ROAD NO. 290 (A PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH A 3/8 INCH IRON ROD FOUND THE NORTHWEST CORNER OF SAID 17 ACRE TRACT BEARS SOUTH 51 DEGREES 47 MINUTES 13 SECONDS WEST, A DISTANCE OF 615.90 FEET;

THENCE, SOUTH 02 DEGREES 16 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID 17 ACRE TRACT AND THE COMMON WEST LINE OF SAID 694.344 ACRE TRACT, A DISTANCE OF 109.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, SOUTH 02 DEGREES 16 MINUTES 22 SECONDS EAST, CONTINUING ALONG SAID COMMON LINES, A DISTANCE OF 32.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 13 MINUTES 13 SECONDS, A RADIUS OF 1150.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 58 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 284.69 FEET;

THENCE, OVER AND ACROSS SAID 17 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 285.42 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 91.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 27 MINUTES 24 SECONDS, A RADIUS OF 1110.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 48 DEGREES 29 MINUTES 41 SECONDS WEST, A DISTANCE OF 125.02 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.09 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 107.57 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE WEST LINE OF SAID 17 ACRE TRACT AND THE COMMON EAST LINE OF A 27.745 ACRE TRACT OF LAND CONVEYED TO M&T HOLDING COMPANY, LLC,. AS RECORDED IN COUNTY CLERK'S FILE NO. 20141105001213360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 01 DEGREES 49 MINUTES 54 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 40.95 FEET TO A POINT FOR CORNER, FROM WHICH A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 17 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 27.745 ACRE TRACT BEARS NORTH 01 DEGREES 49 MINUTES 54 SECONDS WEST, A DISTANCE OF 81.93 FEET;

THENCE, OVER AND ACROSS SAID 17 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 79.69 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 27 MINUTES 24 SECONDS, A RADIUS OF 1140.00 FEET, AND A LONG CHORD THAT BEARS NORTH 48 DEGREES 29 MINUTES 41 SECONDS EAST, A DISTANCE OF 128.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 128.47 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 43 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 48 MINUTES 05 SECONDS, A RADIUS OF 1180.00 FEET, AND A LONG CHORD THAT BEARS NORTH 59 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 303.99 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 304.83 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 18,216 SQUARE FEET OR 0.418 ACRES OF LAND.

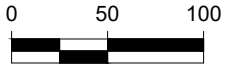
A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778
TBPELS Firm No. 10194382



MAY 08, 2025



CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	14°13'13"	1150.00'	S58°50'00"W	284.69'	285.42'
C2	6°27'24"	1110.00'	S48°29'41"W	125.02'	125.09'
C3	6°27'24"	1140.00'	N48°29'41"E	128.40'	128.47'
C4	14°48'05"	1180.00'	N59°07'25"E	303.99'	304.83'

LINE	BEARING	DISTANCE
L1	S2°16'22"E	32.24'
L2	S51°43'23"W	91.66'
L3	S45°15'59"W	107.57'
L4	N1°49'54"W	40.95'
L5	N45°15'59"E	79.69'
L6	N51°43'23"E	91.66'
L7	N1°49'54"W	81.93'

POINT OF
COMMENCING

PKNF
(CM)

POINT OF
BEGINNING

TRACT 1
666.61 ACRES
MM MANTUA 701, LLC
C.C.# 2024000100812
O.P.R.C.C.T.

TRACT 1
694.344 ACRES
LIBERTY 800, LP
C.C.# 2023000025691
O.P.R.C.C.T.

1.982 ACRES
SHANNON R. OWENS AND
COURTNEY A. OWENS
C.C.# 2001-0103527
D.R.C.C.T.

27.745 ACRES
M&T HOLDING COMPANY, LLC
C.C.# 20141105001213360
O.P.R.C.C.T.

W. BURNS SURVEY
ABSTRACT NO. 100

(DIRECTIONAL CONTROL LINE)
S51°47'13"W 615.90'
COUNTY ROAD 290
(A PRESCRIPTIVE RIGHT-OF-WAY)

30'

C4

C1

0.418 ACRES
18,216 SF

20' TEMPORARY
CONSTRUCTION EASEMENT

APPROXIMATE
SURVEY LINE

J. WHITAKER SURVEY
ABSTRACT NO. 981

17 ACRES
MJLA ADAMS, LTD
C.C.# 20110505000462580
O.P.R.C.C.T.



LEGEND

IRF	IRON ROD FOUND
PKNF	PK NAIL FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT

THE BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET.

PAGE 4
OF 4

DATE: 05/08/25
DRWN BY: B.N.W.
CHKD BY: C.M.
PROJ NO. 0451

EXHIBIT "A"

0.418 ACRES
IN THE
W. BURNS SURVEY, ABSTRACT NO. 100
COLLIN COUNTY, TEXAS

LJA SURVEYING, INC.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

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

EXHIBIT "A"
50' PERMANENT
WASTEWATER EASEMENT
COLLIN COUNTY, TEXAS

Being a tract of land, situated in the W. Burns Survey, Abstract No. 100, in Collin County, Texas, and being a part of that called 16.952 acre tract, described in deed to MJLA Adams, Ltd., as recorded under Document No. 20110505000462580, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

COMMENCING at a mag nail found for the northeasterly corner of said 16.952 acres, same being the northwesterly corner of a called 341.162 acre tract, described in deed to VC Liberty Hills, LLC, as recorded under Document No. 2024000150080, O.P.R.C.C.T.;

THENCE along the common line between said 16.952 acre and said 341.162 acre tracts, the following (2) two courses and distances:

1. South 02°16'54" East, a distance of 712.30' to a point for corner;
2. South 02°05'13" East, a distance of 487.89' to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 02°05'13" East, continuing along the common line between said 16.952 acre and said 341.162 acre tracts, a distance of 58.39' to a point for corner;

THENCE over and across said 16.952 acre tract, the following (2) two courses and distances:

1. South 56°49'21" West, a distance of 445.74' to a point for corner;
2. North 80°27'11" West, a distance of 125.34' to a point for corner, being in the westerly line of said 16.952 acre tract, same being in the easterly line of a called 27.745 acre tract, described in deed to M & T Holding Company, LLC, as recorded under Document No. 20141105001213360, O.P.R.C.C.T.;

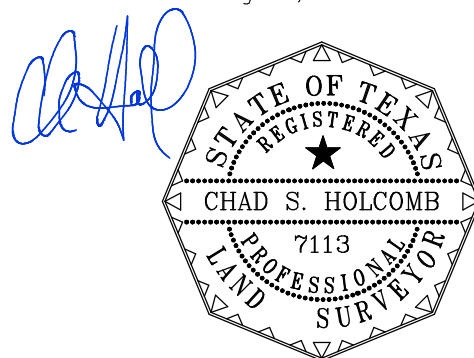
THENCE North 02°00'59" West, along the common line between said 16.952 acre and 27.745 acre tracts, a distance of 51.04' to a point for corner;

THENCE over and across said 16.952 acre tract, the following (2) two courses and distances:

1. South 80°27'11" East, a distance of 116.01' to a point for corner;
2. North 56°49'21" East, a distance of 456.34' to the **POINT OF BEGINNING** and containing 28,589 or 0.656 acres of land, more or less.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Reference Monument
C.I.R.F. = Capped Iron Rod Found
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



This metes and bounds description is accompanied by a survey plat of even date.
Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847313, at base point 0,0.

DATE: 05/19/2025

SHEET NO.: 1 OF 3

SCALE: 1" = 100'

CHK'D. BY: M.B.A.

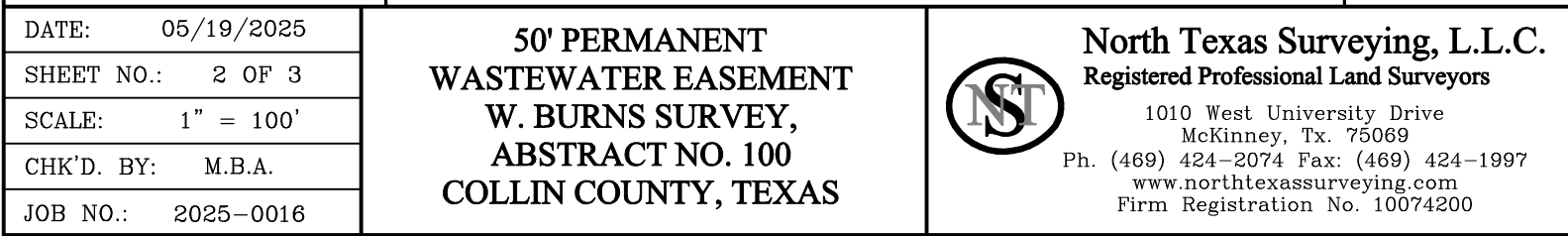
JOB NO.: 2025-0016

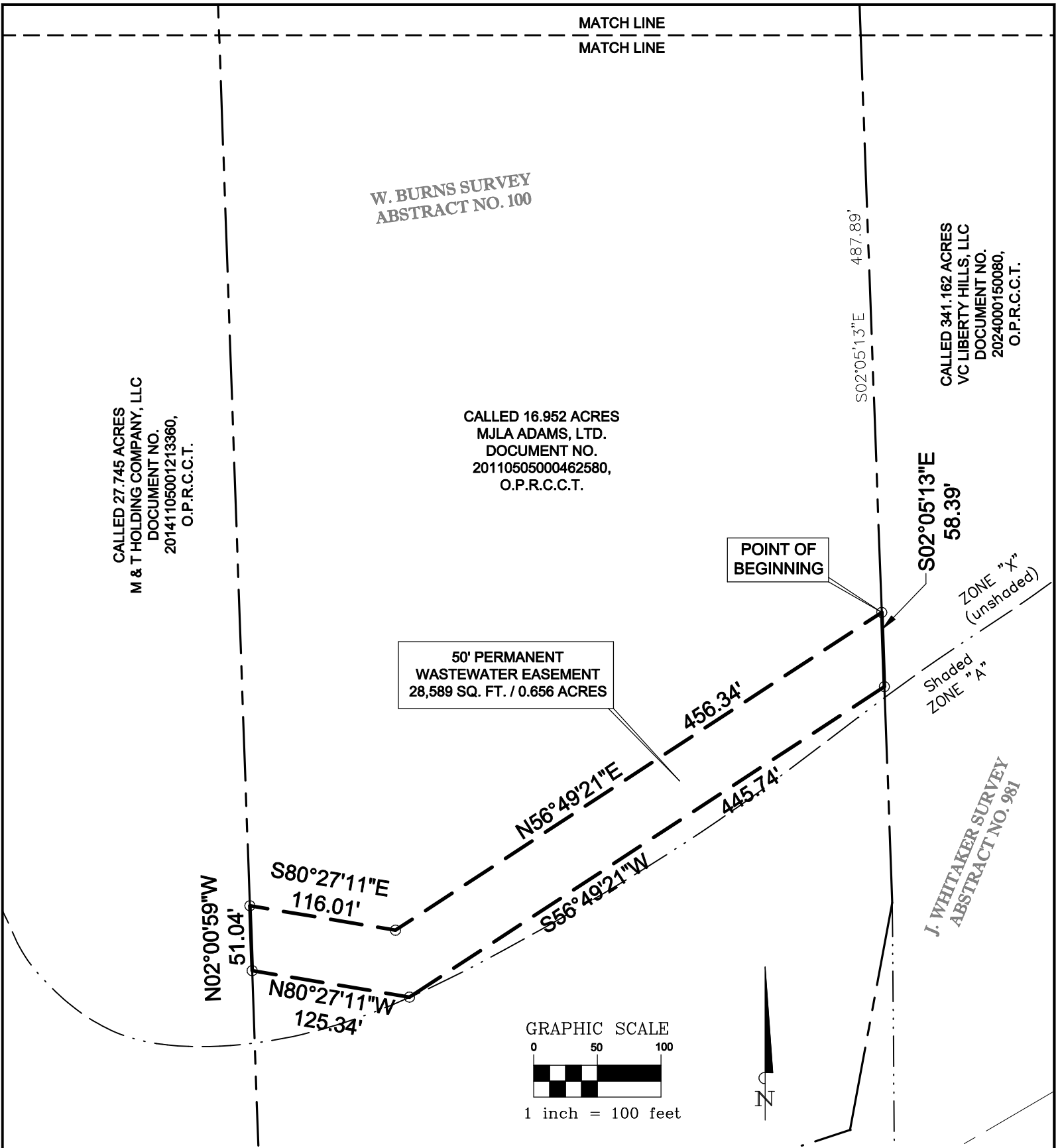
50' PERMANENT
WASTEWATER EASEMENT
W. BURNS SURVEY,
ABSTRACT NO. 100
COLLIN COUNTY, TEXAS



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200





This survey plat is accompanied by a metes and bounds description of even date.
Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847313, at base point 0,0.

DATE:	05/19/2025
SHEET NO.:	3 OF 3
SCALE:	1" = 100'
CHK'D. BY:	M.B.A.
JOB NO.:	2025-0016

**50' PERMANENT
WASTEWATER EASEMENT
W. BURNS SURVEY,
ABSTRACT NO. 100
COLLIN COUNTY, TEXAS**



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

EXHIBIT "A"
50' TEMPORARY
CONSTRUCTION EASEMENT
COLLIN COUNTY, TEXAS

Being a tract of land, situated in the W. Burns Survey, Abstract No. 100, in Collin County, Texas, and being a part of that called 16.952 acre tract, described in deed to MJLA Adams, Ltd., as recorded under Document No. 20110505000462580, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

COMMENCING at a mag nail found for the northeasterly corner of said 16.952 acres, same being the northwesterly corner of a called 341.162 acre tract, described in deed to VC Liberty Hills, LLC, as recorded under Document No. 2024000150080, O.P.R.C.C.T.;

THENCE along the common line between said 16.952 acre and said 341.162 acre tracts, the following (2) two courses and distances:

1. South 02°16'54" East, a distance of 712.30' to a point for corner;
2. South 02°05'13" East, a distance of 546.28' to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 02°05'13" East, continuing along the common line between said 16.952 acre and said 341.162 acre tracts, a distance of 58.39' to a point for corner;

THENCE over and across said 16.952 acre tract, the following (2) two courses and distances:

1. South 56°49'21" West, a distance of 435.15' to a point for corner;
2. North 80°27'11" West, a distance of 134.66' to a point for corner, being in the westerly line of said 16.952 acre tract, same being in the easterly line of a called 27.745 acre tract, described in deed to M & T Holding Company, LLC, as recorded under Document No. 20141105001213360, O.P.R.C.C.T.;

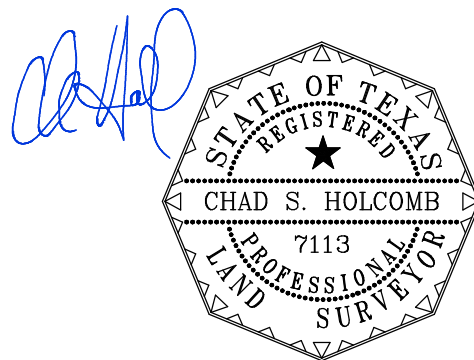
THENCE North 02°00'59" West, along the common line between said 16.952 acre and 27.745 acre tracts, a distance of 51.04' to a point for corner;

THENCE over and across said 16.952 acre tract, the following (2) two courses and distances:

1. South 80°27'11" East, a distance of 125.34' to a point for corner;
2. North 56°49'21" East, a distance of 445.74' to the **POINT OF BEGINNING** and containing 28,522 or 0.655 acres of land, more or less.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Reference Monument
C.I.R.F. = Capped Iron Rod Found
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



This metes and bounds description is accompanied by a survey plat of even date.
Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847313, at base point 0,0.

DATE: 05/19/2025

SHEET NO.: 1 OF 3

SCALE: 1" = 100'

CHK'D. BY: M.B.A.

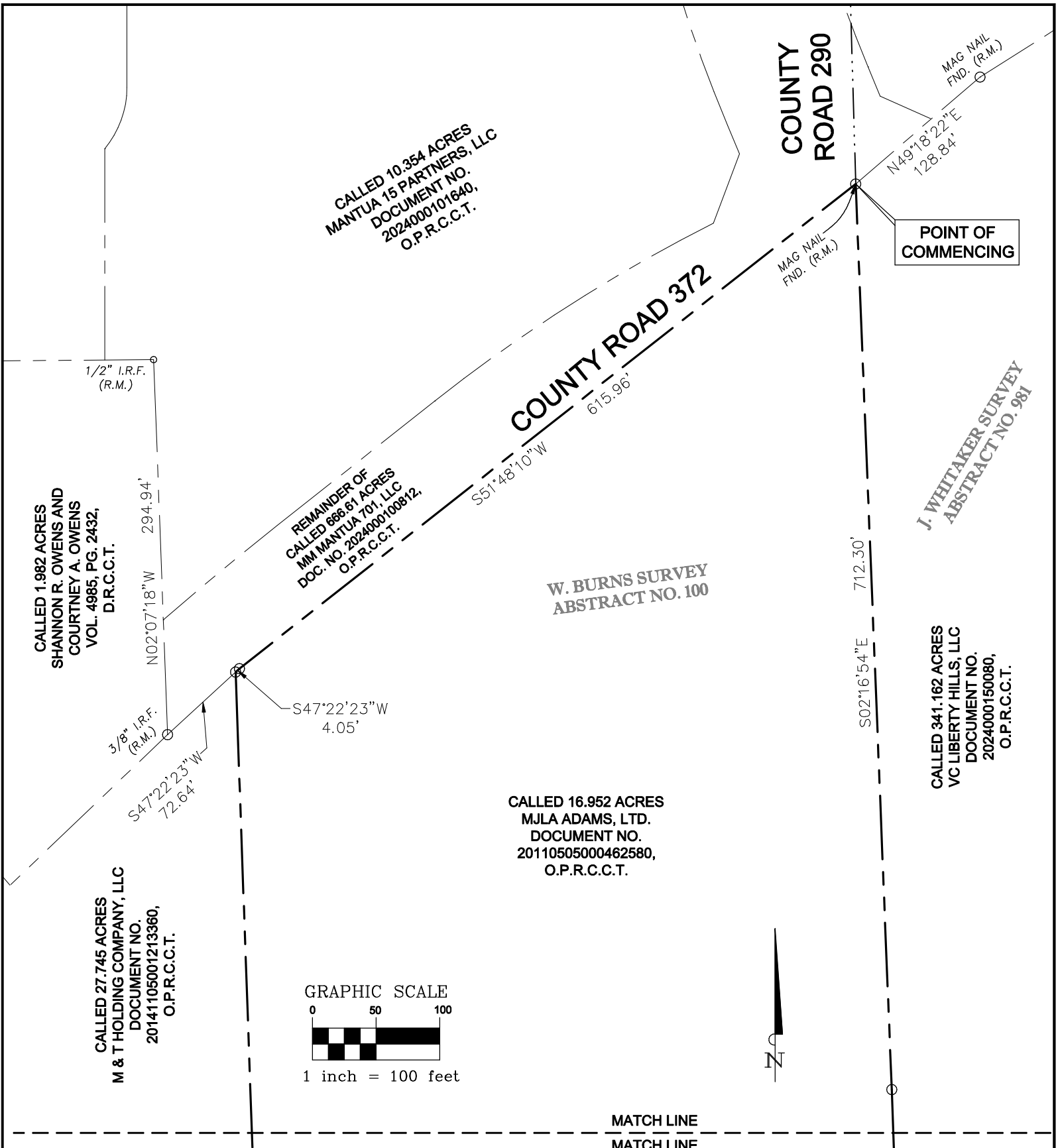
JOB NO.: 2025-0016

50' TEMPORARY
CONSTRUCTION EASEMENT
W. BURNS SURVEY,
ABSTRACT NO. 100
COLLIN COUNTY, TEXAS



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200



This survey plat is accompanied by a metes and bounds description of even date.
Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999847313, at base point 0,0.

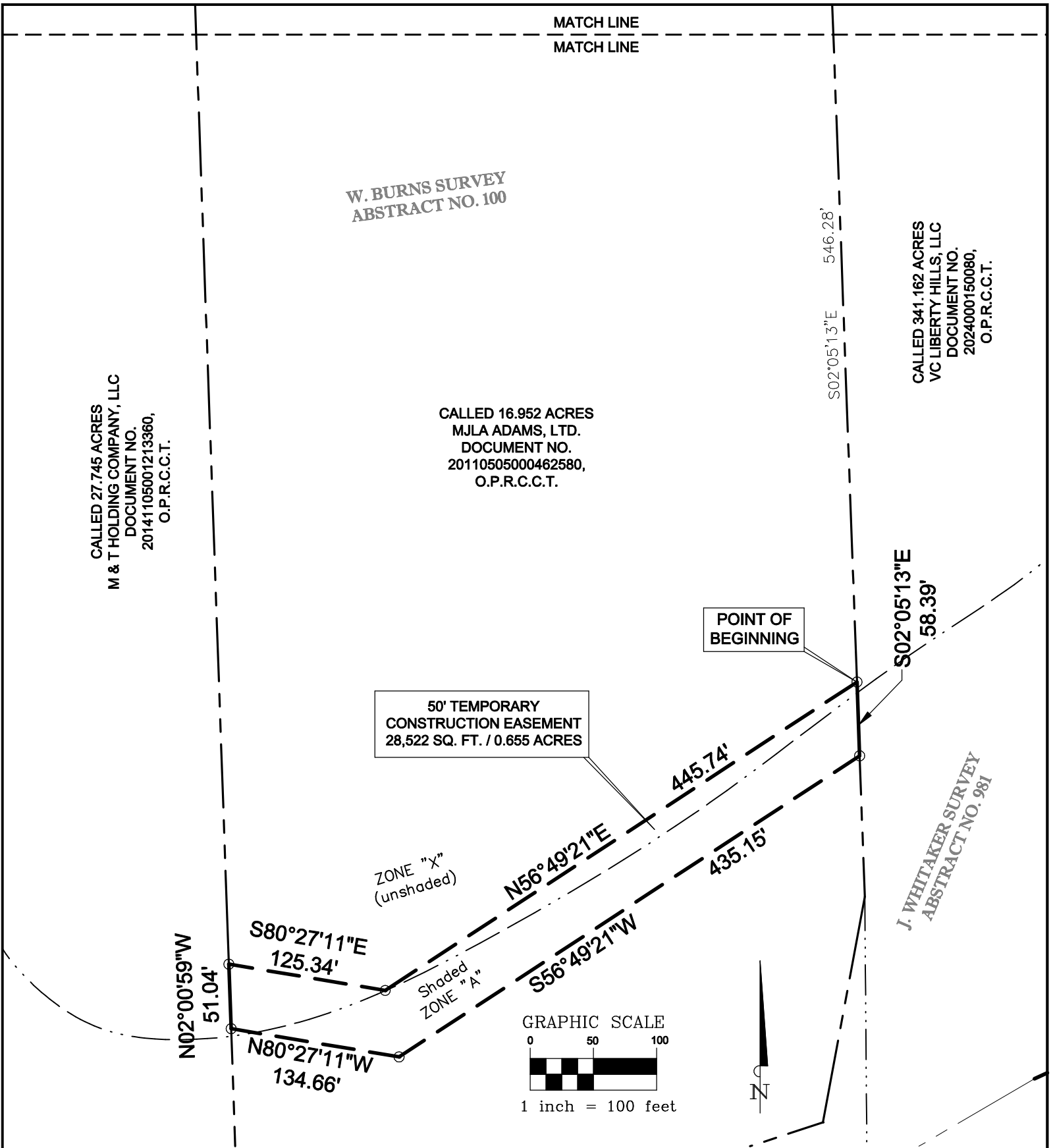
DATE:	05/19/2025
SHEET NO.:	2 OF 3
SCALE:	1" = 100'
CHK'D. BY:	M.B.A.
JOB NO.:	2025-0016

**50' TEMPORARY
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DATE:	05/19/2025
SHEET NO.:	3 OF 3
SCALE:	1" = 100'
CHK'D. BY:	M.B.A.
JOB NO.:	2025-0016

**50' TEMPORARY
CONSTRUCTION EASEMENT
W. BURNS SURVEY,
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Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 5/27/2025
Staff Contact: Aimee Ferguson

AGENDA ITEM:

Consider/Discuss/Action on a Resolution accepting the FY2024 Audit. (Finance Director Aimee Rae Ferguson)

SUMMARY:

Consider and act on acceptance of the FY2024 audit completed by Forvis Mazars, LLP. The City is currently in its first year of a contract with Forvis Mazars to prepare the annual audit and to review the Annual Comprehensive Financial Report (ACFR), with presentation by Forvis Mazars, LLP.

FINANCIAL IMPACT:

Funding for audit services was appropriated in the FY2025 Finance Department budget, Utility Administration Department budget, Community Development Corporation, and Economic Development Corporation in the amount of \$69,000.

BACKGROUND:

Forvis Mazars, LLP has been contracted by the City for auditing services in compliance with the City's charter and State law. The City's independent auditor, Forvis Mazars, LLP, was selected via Request for Proposal (RFP) process conducted in 2024, securing a five-year contract term for their services. The current year marks the first year of the City's five-year engagement with Forvis Mazars, LLP.

Forvis Mazars, LLP is recognized as one of the top ten accounting firms in the United States, with over 7,000 team members helping deliver Unmatched Client Experience. They offer the benefit of a big firm's experience with the personal touch of a smaller firm. With a lower partner-to-staff ratio than most leading firms, the city receives the individual attention that it deserves. This arrangement emphasizes the City's commitment to ensuring comprehensive and attentive auditing services in line with regulatory requirements and best practices in the field.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution Accepting the FY2024 Audit

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FISCAL YEAR 2024 FINANCIAL AUDIT OF THE CITY OF ANNA.

WHEREAS, the City of Anna, Texas (“the City”) is committed to principles and practices of open and fair government that honors the public trust; and

WHEREAS, Article 7 Section 7.18 of the City’s Home-Rule Charter (“the Charter”) requires an annual independent audit of all accounts of the City by a certified public accountant.

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

Section 1. Recitals Incorporated.

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

Section 2. Audit Accepted

The City Council has hereby accepted the FY 2024 audit.

PASSED by the City Council of the City of Anna, Texas, on this the 27th day of May, 2025.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Pete Cain, Mayor