

**MEETING AGENDA  
ANNA COMMUNITY DEVELOPMENT CORPORATION  
AND  
ANNA ECONOMIC DEVELOPMENT CORPORATION**

**Thursday, December 11, 2025 @ 6:00 PM**

The CDC/EDC of the City of Anna will meet on Thursday, December 11, 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.**
2. **Invocation and Pledge of Allegiance.**  
*American Pledge: I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible and justice for all.*  
*Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
3. **Neighbor Comments.**  
*Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.*
4. **Consent Agenda.**
  - a. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
  - b. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Items For Individual Consideration.**
  - a. Consider/Discuss/Action on Resolution No. 2025-12-19 approving a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC for an Illustrative Plan for the Downtown District. (CDC)
  - b. Consider/Discuss/Action on Resolution No. 2025-12-20 to approve a project of the Anna Community Development Corporation including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. (CDC)
  - c. Consider/Discuss/Action on Resolution No. 2025-12-21 to approve a project of the Anna Economic Development Corporation including entering into a Purchase and Sale Contract to acquire property near the intersection of

Hackberry Drive and N. Powell Parkway. (EDC)

6. **Manager's Report.**

- a. Strategic Plan Update
- b. Financial Report / Sales Tax Update
- c. Event Updates / Upcoming Events / Reminders

7. **Closed Session.**

- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
- c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).
- d. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087); potential retail and medical projects.

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

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

10. **Adjourn.**

This is to certify that I, Joey Grisham, Director of Economic Development, posted this Agenda on the City's website ([www.annatexas.gov](http://www.annatexas.gov)) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 12/05/2025.

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Joey Grisham,  
Director of Economic Development

IMPORTANT LEGAL NOTICE: The Corporation may vote and/or act upon each of the items listed in this agenda. The Corporation reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

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 working hours in advance of the event by emailing [adacompliance@annatexas.gov](mailto:adacompliance@annatexas.gov). Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.



## **“NOTICE OF POSSIBLE QUORUM”**

**Thursday, December 11, 2025 @ 6:00 PM**

**CDC/EDC Meeting  
Anna Municipal Complex, Council Chambers 120 W. 7th St.  
Anna, TX, 75409**

The Anna City Council may have a quorum in attendance at this meeting.

### **CDC/EDC Meeting**

It is not a certainty that a Quorum or other number of members of a City Affiliated Body will attend the event; and

No vote or any other action will be taken by any Quorum or other number of members of a City-Affiliated Body that may be in attendance at the event; and

The attendance or nonattendance of the event by a Quorum or other number of members of a City-Affiliated Body is not an endorsement or any other type of statement in support of or against any event, topic, position or issue that may be the subject of or discussed at the Community Meeting.

This is to certify that I, Joey Grisham, Director of Economic Development, posted this Notice of Quorum at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin Board by 5:00 PM, 12/05/2025

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Joey Grisham,  
Director of Economic Development



Item No. 3.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

**Neighbor Comments.**

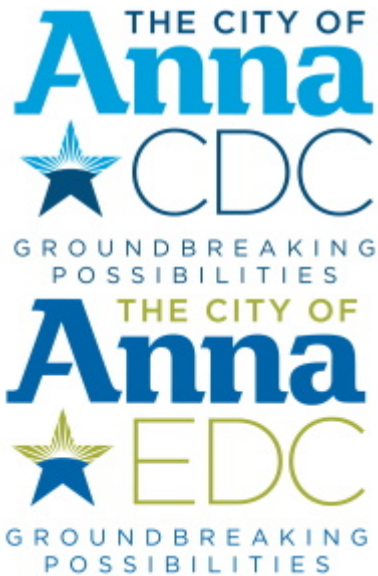
**SUMMARY:**

*Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.*

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 4.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Salena Tittle

**AGENDA ITEM:**

Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

**SUMMARY:**

Review and approve the meeting minutes from the November 13, 2025, Joint CDC/EDC Meeting.

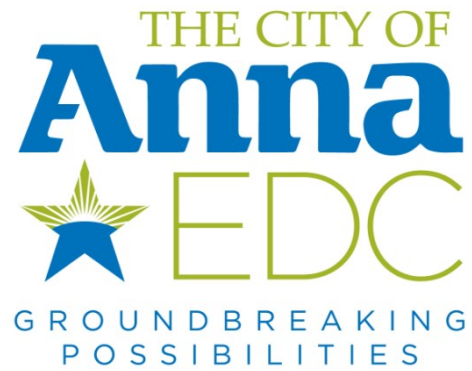
**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. November 13\_2025 CDC EDC Joint Meeting Minutes\_Draft



**Joint Anna Community Development Corporation and  
Anna Economic Development Corporation  
And City Council Meeting Minutes**

**Thursday, November 13, 2025 @ 6:00 PM**

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting with City Council at 6:00 PM on Thursday, November 13, 2025, at the Anna Municipal Complex in City Council Chambers, located at 120 W. 7th Street, Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: [Agenda and Minutes](#)

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

*The City Council meeting was called to order by Mayor Pete Cain at 6:01 PM.*

*The CDC/EDC meeting was called to order by Board President Bruce Norwood at 6:01 PM.*

**Council Members Present:**

Mayor Pete Cain  
Mayor Pro Tem Kevin Toten  
Deputy Mayor Pro Tem Stan Carver  
Council Member Nathan Bryan  
Council Member Kelly Patterson-Herndon  
Council Member Elden Baker  
Council Member Manny Singh

**Board Members Present:**

Board President Bruce Norwood  
Board Vice-President Manny Singh  
Board Secretary Dwyke Williams  
Board Member Rocio Gonzalez  
Board Member Edward Culham  
Board Member Regina Leachman

Board Member Noah Nylander

**Others Present:**

Director of Economic Development Joey Grisham

Assistant Director Natasha Roach

Economic Development Manager Salena Tittle

City Attorney Clark McCoy

Director of Public Works Joseph Cotton

Director of Development Services Kaleb Kentner

2. **Invocation and Pledge of Allegiance.**

*Board Secretary Dwyke Williams led the Invocation and Pledges.*

3. **Neighbor Comments.**

*Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.*

***There were none.***

***MOTION: Board Vice President Manny Singh made a motion to enter into closed session. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

*Mayor Pete Cain, on behalf of the City Council, concurred with the motion.*

*The City Council and the CDC/EDC Board entered into closed session at **6:05 PM.***

*Mayor Pete Cain opened the City Council meeting back up at 7:33 PM. Seeing that there was no other action needed by City Council, Mayor Pete Cain closed the City Council meeting at **7:33 PM.***

*Board President Bruce Norwood called the CDC/EDC Board meeting back into open session at **7:36 PM.***

4. **Consent Agenda.**

- a. Approve minutes from the October 2, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

- b. Approve minutes from the October 2, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

***MOTION: Board Member Edward Culham made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

5. **Individual Consideration.**

- a. Consider/Discuss/Action on Resolution No. 2025-11-15 to approve a Joinder and Amendment to the Economic Development Incentive Agreement between Anna Economic Development Corporation, Foursquare Healthcare, LTD and Anna RE Development, LLC. (EDC)

***MOTION: Board Vice President Manny Singh made a motion on behalf of the EDC to approve Resolution No. 2025-11-15 approving a Joinder and Amendment to the Incentive Agreement between the Anna Economic Development Corporation, Foursquare Healthcare, LTD., and Anna RE Development, LLC. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- b. Consider/Discuss/Action on Amending Resolution No. 2025-08-10 for the demolition of downtown structures. (CDC)

***MOTION: Board President Bruce Norwood made a motion on behalf of the CDC to approve an amendment to Resolution 2025-08-10 for the demolition of downtown structures. Board Member Rocio Gonzalez seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- c. Consider/Discuss/Action on a Resolution of the Board of Directors of the Anna Community Development Corporation authorizing a new economic development project, the issuance of one or more promissory notes to pay the costs of a project, and other matters incident and related thereto for a project not to exceed \$6,191,500. (CDC)

*Matt Sullivan with Government Capital gave a brief presentation.*

***MOTION: Board Member Rocio Gonzalez made a motion on behalf of the CDC to approve and authorize the Resolution of the Board of Directors. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- d. Consider/Discuss/Action on a recommendation to cancel the December 4, 2025, CDC/EDC Joint Board Meeting.

***MOTION: Board President Bruce Norwood made a motion to cancel the December 4, 2025, CDC/EDC Joint Board Meeting. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- e. Consider/Discuss/Action on a recommendation to conduct the December CDC/EDC Joint Board Meeting on Thursday, December 11, 2025, at 6:00 p.m. in Council Chambers of the Municipal Complex located at 120 W. 7th Street.

***MOTION: Board Member Rocio Gonzalez made a motion to conduct the December CDC/EDC Joint Board Meeting on Thursday, December 11, 2025. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- f. Consider/Discuss/Action on a recommendation to cancel the January 1, 2026, CDC/EDC Joint Board Meeting.

***MOTION: Board Member Regina Leachman made a motion to cancel the January 1, 2026, CDC/EDC Joint Board Meeting. Board President Bruce Norwood seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- g. Consider/Discuss/Action on a recommendation to conduct the January CDC/EDC Joint Board Meeting on Thursday, January 8, 2026, at 6:00 p.m. in Council Chambers of the Municipal Complex located at 120 W. 7th Street.

***MOTION: Board Member Edward Culham made a motion to conduct the January CDC/EDC Joint Board Meeting on Thursday, January 8, 2026. Board Member Rocio Gonzalez seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

6. **Director's Report.**

- a. Strategic Plan Update

*Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of October. Those highlights included: Grand Opening*

*and Ribbon Cuttings, Anna ISD Luncheon, TML Conference, TEDC Conference, Workshops & Trainings, Women's Conference, and the Collin County Growth Summit.*

**No Action Taken**

- b. Financial Report / Sales Tax Update

*Economic Development Manager, Salena Tittle, presented the Board with updated information on decreased sales tax & CDC sales tax for the month of August 2025, which is down approximately 7% from the previous year.*

**No Action Taken**

- c. Event Updates / Upcoming Events / Reminders

*Economic Development Manager, Salena Tittle, reminded the Board of a couple of items: the upcoming Community Library & Plaza Ribbon Cutting & Grand Opening Ceremony, which is scheduled for November 15<sup>th</sup>, and the HOLT CAT Ribbon Cutting & Grand Opening Ceremony, which is scheduled for November 21<sup>st</sup>, and that the December meeting was moved to December 11<sup>th</sup>. Mrs. Tittle, also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.*

**No Action Taken**

7. **Closed Session.**

***The Board entered into closed session before Consent Item Item 4a.***

- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
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public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

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

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

*The Board entered into closed session before Consent Item 4a and entered back into open session at 7:36 PM.*

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

*There were none.*

10. **Adjourn.**

*Board President Bruce Norwood adjourned the meeting at 7:58 PM.*

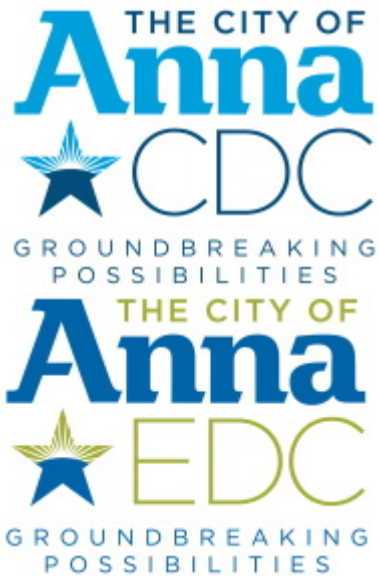
Approved on the 11th day of December 2025.

**APPROVED:**

\_\_\_\_\_  
Bruce Norwood  
President of CDC/EDC

**ATTESTED:**

\_\_\_\_\_  
Dwyke Williams  
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Salena Tittle

**AGENDA ITEM:**

Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

**SUMMARY:**

Review and approve the meeting minutes from the November 13, 2025, Joint CDC/EDC Meeting.

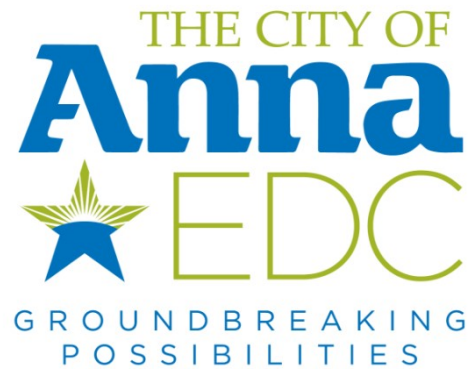
**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. November 13\_2025 CDC EDC Joint Meeting Minutes\_Draft



**Joint Anna Community Development Corporation and  
Anna Economic Development Corporation  
And City Council Meeting Minutes**

**Thursday, November 13, 2025 @ 6:00 PM**

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*The City Council meeting was called to order by Mayor Pete Cain at 6:01 PM.*

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Deputy Mayor Pro Tem Stan Carver  
Council Member Nathan Bryan  
Council Member Kelly Patterson-Herndon  
Council Member Elden Baker  
Council Member Manny Singh

**Board Members Present:**

Board President Bruce Norwood  
Board Vice-President Manny Singh  
Board Secretary Dwyke Williams  
Board Member Rocio Gonzalez  
Board Member Edward Culham  
Board Member Regina Leachman

Board Member Noah Nylander

**Others Present:**

Director of Economic Development Joey Grisham

Assistant Director Natasha Roach

Economic Development Manager Salena Tittle

City Attorney Clark McCoy

Director of Public Works Joseph Cotton

Director of Development Services Kaleb Kentner

2. **Invocation and Pledge of Allegiance.**

*Board Secretary Dwyke Williams led the Invocation and Pledges.*

3. **Neighbor Comments.**

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***There were none.***

***MOTION: Board Vice President Manny Singh made a motion to enter into closed session. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

*Mayor Pete Cain, on behalf of the City Council, concurred with the motion.*

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***MOTION: Board Member Edward Culham made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

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- b. Consider/Discuss/Action on Amending Resolution No. 2025-08-10 for the demolition of downtown structures. (CDC)

***MOTION: Board President Bruce Norwood made a motion on behalf of the CDC to approve an amendment to Resolution 2025-08-10 for the demolition of downtown structures. Board Member Rocio Gonzalez seconded the motion. In a 7-0 vote, all were in favor. Motion passed.***

- c. Consider/Discuss/Action on a Resolution of the Board of Directors of the Anna Community Development Corporation authorizing a new economic development project, the issuance of one or more promissory notes to pay the costs of a project, and other matters incident and related thereto for a project not to exceed \$6,191,500. (CDC)

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*and Ribbon Cuttings, Anna ISD Luncheon, TML Conference, TEDC Conference, Workshops & Trainings, Women's Conference, and the Collin County Growth Summit.*

**No Action Taken**

- b. Financial Report / Sales Tax Update

*Economic Development Manager, Salena Tittle, presented the Board with updated information on decreased sales tax & CDC sales tax for the month of August 2025, which is down approximately 7% from the previous year.*

**No Action Taken**

- c. Event Updates / Upcoming Events / Reminders

*Economic Development Manager, Salena Tittle, reminded the Board of a couple of items: the upcoming Community Library & Plaza Ribbon Cutting & Grand Opening Ceremony, which is scheduled for November 15<sup>th</sup>, and the HOLT CAT Ribbon Cutting & Grand Opening Ceremony, which is scheduled for November 21<sup>st</sup>, and that the December meeting was moved to December 11<sup>th</sup>. Mrs. Tittle, also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.*

**No Action Taken**

7. **Closed Session.**

***The Board entered into closed session before Consent Item Item 4a.***

- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
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public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

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

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

*The Board entered into closed session before Consent Item 4a and entered back into open session at 7:36 PM.*

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

*There were none.*

10. **Adjourn.**

*Board President Bruce Norwood adjourned the meeting at 7:58 PM.*

Approved on the 11th day of December 2025.

**APPROVED:**

\_\_\_\_\_  
Bruce Norwood  
President of CDC/EDC

**ATTESTED:**

\_\_\_\_\_  
Dwyke Williams  
Secretary of CDC/EDC



Item No. 5.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Natasha Roach

**AGENDA ITEM:**

Consider/Discuss/Action on Resolution No. 2025-12-19 approving a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC for an Illustrative Plan for the Downtown District. (CDC)

**SUMMARY:**

This Contract for Professional Services includes the Scope of Work and Fee Proposal for the Illustrative Plan for the Downtown District. Originally, this project was budgeted as a Small Area Plan for downtown, but with the onset of development and the announcement of incoming businesses, the CDC staff is requesting to revise the scope of the project to include all of the downtown area for an overall, cohesive design for future development.

With the expected growth of the downtown area, this project will include and focus on four phases for developing a framework for the design. Those are as follows:

- Phase 1: Discover - Gaining a firm understanding of the physical environment, economic and market realities, and community expectations.
- Phase 2: Design - Collaborating with the City and community to design an Illustrative Plan and Urban Code (optional) that is visionary and implementable.
- Phase 3: Document - Creating a Development Report to serve as a long-term vision for making downtown Anna into an active, vibrant hub for people of all ages
- Phase 4: Mobility Standards - Defining street types, providing dimensional standards, and developing guidance other key components of the urban fabric to support safe, comfortable, and efficient travel for people walking, bicycling, riding transit, and driving.

It is important to note that this is a key document for staff, council, and developers to

use as we continue to develop the heart of our community. The goal is to have an overall vision of how we want that to look, key aspects and amenities unique to downtown and to grow intelligently to create sustainable development for the future.

The CDC is partnering with Development Services to include the Mobility Standards in the project, which will speak to specific details about how neighbors will navigate the downtown area. This is also being partnered with updating our Code of Ordinances to make sure we have a consistent, updated, overall plan to include the findings of the Illustrative Plan project.

**FINANCIAL IMPACT:**

This item was originally budgeted as a Small Area Plan in the amount of \$52,000. With this revision to the scope, the new cost is \$134,600. Development Services will be contributing approximately \$20,000 to this project for their portion of the Mobility Standards Phase. Therefore, a budget amendment may be required for the Contract Services category later in the year once the project is complete and final costs have been determined.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2025-12-19 approving a Professional Services Contract between the Anna CDC and Toole Design Group, LLC and authorizing the expenditure of funds in an amount not to exceed \$134,600.

**ATTACHMENTS:**

1. 2025-12-19 CDC Resolution - Toole Design Group Illustrative Plan Agreement
2. 00AUS.00361 Contract for Professional Services - Anna Community Development Corporation and Toole Design Group, LLC\_PE

**ANNA COMMUNITY DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2025-12-19**

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING AN AGREEMENT WITH TOOLE DESIGN GROUP, LLC AND FOR THE EXPENDITURE OF FUNDS FOR CONTRACT SERVICE PURPOSES**

**WHEREAS**, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for contract service purposes to provide an illustrative plan for the downtown district; and

**WHEREAS**, the CDC Board of Directors finds that this project and expenditure is to promote new or expanded business development; and

**WHEREAS**, the CDC Board of Directors desires to enter into that certain Professional Services Agreement for a contract for illustrative plan for the downtown district attached hereto as Exhibit 1 (the “Agreement”); and

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:**

**Section 1. Recitals Incorporated**

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

**Section 2. Approval of Funding**

The CDC hereby authorizes the Board President to execute an agreement for contract services with Toole Design Group, LLC and to charge the CDC’s contract services line item in an amount not to exceed \$134,600 in the Fiscal Year 2025-2026 for contract services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation on this 11<sup>th</sup> day of December 2025.

APPROVED:

ATTEST:

\_\_\_\_\_  
Bruce Norwood, CDC President

\_\_\_\_\_  
Dwyke Williams, CDC Secretary

**Contract for Professional Services Between:  
Anna Community Development Corporation (“Client”) and  
Toole Design Group, LLC (“TOOLE”)**

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**1. Project Overview:**

Project Name: Anna Illustrative Plan  
TOOLE Project Number: 00AUS.00361  
Client Name: Anna Community Development Corporation (“Client”)  
Contract Effective Date: November 3, 2025

**2. Project Information:**

TOOLE Budget: **\$154,400**  
Term of Agreement: November 3, 2025 – June 30, 2026  
Project Location: Anna, Texas

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**3. Toole Project Manager:**

Name: Jorge Planas  
Email: [jplanas@tooledesign.com](mailto:jplanas@tooledesign.com)  
Phone: (407) 664-2423

**4. Client Project Manager:**

Client: Anna Community Development Corporation  
Name: Natasha Roach, *Assistant Director of Economic Development*  
Email: [NRoach@annatexas.gov](mailto:NRoach@annatexas.gov)  
Phone: (214) 831-5321

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**5. TOOLE Main Office Contact Information:**

Admin/Finance Address:  
1 Inventa Place, Suite 950  
Silver Spring, MD 20910  
Phone: (301) 927-1900  
Contracts: [contracts@tooledesign.com](mailto:contracts@tooledesign.com)  
Invoices: [accounts.payable@tooledesign.com](mailto:accounts.payable@tooledesign.com)  
& cc TOOLE Project Manager

**6. Terms and Conditions:**

Except to the extent modified by Amendments (if applicable), Terms and Conditions attached incorporated here shall apply.

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Exhibits/Attachments:

- Terms and Conditions
- Attachment A - Scope of Work and Detailed Budget and Fees

**AGREEMENT**  
**between**  
**ANNA COMMUNITY DEVELOPMENT CORPORATION**  
**and**  
**TOOLE DESIGN GROUP, LLC**  
TOOLE# 00AUS.00361

This Agreement is made as of November 3, 2025, between Toole Design Group, LLC (“TOOLE”) having its principal office of business at 1 Inventa Place, Suite 950, Silver Spring, MD 20910, and the Anna Community Development Corporation (“Client”), (collectively the “Parties”) having its principal office of business at 120 W. 7<sup>th</sup> Street, Anna, Texas 75409.

AGREEMENT

TOOLE and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership, employer-employee, or principal-agent relationship between TOOLE and Client. The relationship between Toole and Client will be that of an independent contractor.
2. The scope of this Agreement (the “Project” or “Services”) and time period of performance are as indicated in *Attachment A*.
3. Client shall compensate TOOLE by paying a lump sum fee with a budget amount of **\$154,400**. This is based on an estimate of hours, cost of materials, period of performance and other factors as further described in Attachment A. If any of the above factors has a significant impact on the initial lump sum amount, Toole will notify Client in writing and work with Client on an amendment to the lump sum amount. If the lump sum amount has been reached, TOOLE reserves the right to stop work until a written amendment has been executed by both Parties. A more detailed description of the compensation for the Services may be found in *Attachment A*.
4. TOOLE shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TOOLE within ten (10) days after receipt of invoice. Should the Client fail to make timely payment, TOOLE reserves the right to stop work until payment is received.
5. This Agreement shall automatically terminate on June 30, 2026. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TOOLE will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TOOLE to enter upon public and private property as required for TOOLE to perform the Services. TOOLE shall be able to reasonably rely on any data or information provided by the Client necessary to perform the Services under this Agreement.
7. Client shall give written notice to TOOLE whenever Client becomes aware of any development that affects the scope or timing of TOOLE’s Services.

8. Financial records of TOOLE pertinent to TOOLE's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TOOLE shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TOOLE shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for two (2) years from the date of final payment to TOOLE auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Contractor at: Toole Design Group, LLC  
1 Inventa Place, Suite 950  
Silver Spring, MD 20910

To Client at: Anna Community Development Corporation  
Attn: City Manager and Economic  
Development Director  
Address: 120 W. 7<sup>th</sup> Street  
Anna, Texas 75409

11. TOOLE shall acquire and maintain at all times and until the full and final completion of the Services under this Agreement: (a) workers compensation insurance in the amount required by law; (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 with limits of not less than \$1,000,000.00; and (c) professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions with limits of not less than \$1,000,000.00. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Client as an additional insured and contain a waiver of subrogation endorsement in favor of the Client. Upon the execution of this Agreement, TDG shall provide to the Client certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Client as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Client shall receive written notice of such cancellation, non-renewal or modification.
12. To the fullest extent permitted by law, Client and TOOLE each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and TOOLE, they shall be borne by each party in proportion to its negligence.

13. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement (“Data”), and without regard to the media in which the Data was developed, shall be the property of the Client and TOOLE. Client shall make available to TOOLE drawings, specifications, schedules and other information and data which are pertinent to TOOLE’s Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
14. If this Agreement provides for any construction phase services by TOOLE, it is understood that the Contractor, not TOOLE, is responsible for the construction of the project, and that TOOLE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
15. The standard of care for all professional services performed or furnished by TOOLE under this Agreement will be the skill and care used by members of TOOLE’s profession practicing under similar circumstances at the same time and in the same locality. TOOLE makes no warranties, express or implied, under this Agreement or otherwise, in connection with TOOLE’s services
16. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
17. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Texas without regard to any choice-of-law provisions.
18. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney’s fees, expert witness fees, and costs.
19. Force majeure shall include, but not be limited to, any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
20. Client and TOOLE shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including but not limited to lost profits and operation costs).

21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TOOLE and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written.

**Toole Design Group, LLC**

**Anna Community Development Corporation**

By: Jared Draper

By: \_\_\_\_\_

Name: Jared Draper

Name: Bruce Norwood

Title: Director of Operations, South

Title: President

## CITY OF ANNA ILLUSTRATIVE PLAN

### SCOPE OF WORK AND FEE PROPOSAL

October 7, 2025

Dear Natasha,

Toole Design Group, LLC is pleased to submit this scope of work to the City of Anna to provide an illustrative plan for the Downtown District based on the boundaries identified in the PDF you sent on July 18, 2025. This letter outlines the scope, schedule, and fee for the consultant services the Toole Design Team will provide. This scope reflects our recent discussions and our understanding of the City's goals: to create a clear, inspiring vision for Downtown Anna that strengthens quality of life and guides future investment

Please let us know if you have any questions or feedback about this scope of work and fee. These tasks can be scaled and adjusted to fit the City's needs.

### Project Understanding

The City of Anna desires an Illustrative Plan to guide public and private investment in the Downtown District. An Illustrative Plan is a visual representation that shows how a development or revitalization concept could be built out over time. Its purpose is to convey the design vision, spatial relationships, and intended character of an area. In partnership with the City of Anna and key stakeholders, Toole Design will craft the Illustrative Plan to serve as a bridge between the community's goals and the detailed regulatory tools (like zoning or form-based codes) that will guide actual implementation. The boundaries for the Illustrative Plan are noted in the attached map, which was provided by the City of Anna.

Part of the Illustrative Plan will include conceptual plans for the sites owned by several generational families and demonstrate its future potential development. The conceptual plans will illustrate recommendations for the schematic layout addressing land use, general location of public and private tracts, patterns of circulation, as well as the preliminary design of parks and other amenities with thoughtful integration of the surrounding context. This portion of the plan will be especially valuable in demonstrating development potential for legacy properties that are critical to Downtown's future

The Illustrative Plan will include **five diagrams** that break down key components of the master plan—showing how people move (Mobility), where green spaces are located (Open Space), the placement of important public facilities (Civic Uses and Buildings), areas suitable for development (Developable Land), and sequential order of implantation (Phasing Plan). These diagrams will be provided in PDF and editable GIS formats and are described in more detail below.

- **Mobility Network:** Indicating access and throughways for various types of users and modes of mobility: pedestrian, bicycle and trail, vehicular, and transit.
  - Pedestrian ways: demarcating rights-of-ways, sidewalk area and plantings - which may include Pedestrian Passages and Pedestrian Paths.

- Bicycle and Trail ways: demarcating rights-of-ways, route area and plantings - which may include various forms of bike access through shared or separate lanes, as well as routes for people and equestrians.
- Vehicular ways: demarcating rights-of-ways, sidewalk area, finishings areas, planter type, plantings, parking, and travel lanes - which may include boulevards, avenues, streets, roads, alleys, and lanes.
- Transit ways: demarcating transit routes and transit stop locations.
- **Open Space:** Indicating the paved and non-paved areas for parks, plazas, squares, playgrounds, sport fields, trails, water bodies, wildlife corridors, agriculture, greenbelts, and natural preserves.
- **Civic Uses and Buildings Diagram:** Indicating sites and buildings used or reserved for civic purposes.
- **Developable Land:** Indicating boundaries of private property, civic reservations, parking pods, and areas available for development.
- **Phasing Plan:** outlines sequential approach to implementing the plan, prioritizing projects based on needs, impact and available resources.

**Perspective renderings**, generated by freehand or computerized sketch, will show four different scenes that illustrate the desired character of Downtown Anna. These renderings will be in color, provided digitally, and will focus on:

- Civic Space: such as a new park, open space, or high-profile streetscape
- Commercial Street: may show one of the gateways into Downtown Anna and how public and private development can work toward an inviting look and feel for specific intersections and corridors
- Residential Street: a typical street within the downtown of primarily residential use
- Special Project: to be discussed with the City; envisioned to be a catalyst project that will help spur activity and vibrancy for Downtown Anna

In addition to the above items, a **development capacity matrix** will be included to assist the City of Anna with ongoing implementation. This matrix will include calculations and diagrams for the items identified below to help guide investment decisions and provide a foundation for budgeting and costs

- Open Space
- Developable Land
- Lot Type Count
- Unit Counts

The deliverables will be organized into a Development Report. This will include further refinement of all the information begun during the Discovery and Design phase. The materials developed will be placed into a booklet with illustrations and all relevant information. This report will serve as a showcase to attract investors and be used for marketing material.

## Project Approach

### Work Plan & Timeline

The following outlines our approach and the anticipated scope of work. We recommend a five-month, charrette-based process to make the most efficient use of staff time and resources. We've had great success with this approach working with communities on similar projects, including Denison, Sulphur Springs, and Tyler. The four phases reflect the tasks and goals we believe will help achieve the City's goal to transform its downtown into a lively and active destination.

1. **DISCOVER:** Gaining a firm understanding of the physical environment, economic and market realities, and community expectations.
2. **DESIGN:** Collaborating with the City and community to design an Illustrative Plan and Urban Code (optional) that is visionary and implementable.
3. **DOCUMENT:** Creating a Development Report to serve as a long-term vision for making downtown Anna into an active, vibrant hub for people of all ages.
4. **MOBILITY STANDARDS:** Defining street types, providing dimensional standards, and developing guidance other key components of the urban fabric to support safe, comfortable, and efficient travel for people walking, bicycling, riding transit, and driving.

## **PHASE 1: DISCOVER**

Phase 1 focuses on working with the City of Anna to develop a project management structure that will guide the planning process and establish an understanding of Downtown Anna as a community and as a physical place.

### *Task 1.1: Project Management*

The Toole Design Team will prepare for and participate in a Project Kickoff Meeting with the City and others as appropriate, to review the scope of work, schedule, deliverables, budget, key project assumptions, and data availability, and clearly identify project expectations. Information from this meeting will inform the creation of the Project Management Strategy.

A Project Management Strategy will be developed, complete with a Quality Assurance/Quality Control (QA/QC) approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure final products meet or exceed expectations.

Toole Design will conduct ongoing coordination with City staff and others as appropriate. This will include biweekly meetings, to be held virtually, to update the City on the progress of the plan's activities. In addition, monthly invoices and progress reports will be prepared.

### *Task 1.2: Review Previous Plans & Studies*

Toole Design will review the City's existing plans and studies, such as the Anna 2050 Downtown Master Plan, Anna Design Standards, and any other relevant documents. The review will identify key policies, priorities, and recommendations that can be incorporated as part of the Illustrative Plan. We will be respectful of these previous planning efforts since they are typically developed from significant public engagement.

### *Task 1.3: Basemapping & GIS Analysis*

We understand that the Anna 2050 Downtown Master Plan performed an existing conditions analysis to review existing land uses, mobility, historic resources, vacant parcels, property ownership, etc. We will work with the City of Anna to review the previous analysis and, where information has changed (such as with property ownership or vacant parcels), our team will update only those basemaps. This will ensure that we have the latest information that will help serve as the basis for creating the Illustrative Plan. Our team will produce a series of additional diagrammatic maps showing the context of the area in relationship to such community aspects as the overall transportation network and mobility, open spaces, major destinations, land use patterns, zoning regulations, housing types, parking assets, environmental issues, topography, waterways and floodplains, and historic resources.

### *Task 1.4: Community Kickoff Event & Stakeholder Interviews*

As a final task for Phase 1, our team will conduct a kickoff event for the public. This event will be structured for stakeholders and the community to learn firsthand about this planning process and future engagement activities,

confirm what information we've learned to date from our existing conditions analysis, and help us set the vision and guiding principles for the Illustrative Plan.

While our team is in town for the community kickoff event, we will schedule one-on-one and/or small focus group meetings over a 2-3 day period to uncover information, insights, and ideas that will help guide the next phase of work.

#### **PHASE 1 DELIVERABLES:**

- Project Kickoff Meeting (virtual)
- Project Management Strategy
- Biweekly Project Management Meetings (virtual)
- Monthly Invoices and Project Reports
- Community Kickoff Meeting & Stakeholder Interviews (in-person)
- Existing Conditions Summary Presentation
- Meeting and Presentation Materials

#### **PHASE 1 ASSUMPTIONS:**

- City will work with the team to identify stakeholders, schedule interviews, and identify and secure a space for the Stakeholder Interviews
- City will identify and secure space for the Community Kickoff Event
- If desired, City will host a project website (or webpage on an existing site) and push content out through their social media channels

### **PHASE 2: DESIGN**

The physical form of a place—places for development shaped by a compact network of streets designed to be remarkable public spaces for people—is foundational for healthy, affordable, and vibrant downtowns. Land uses, buildings, streets, paths, trails, and public spaces must be clearly organized and exceptionally designed to have an elevating impact on the social fabric, economic success, people's experiences of places, and quality of life. In this phase, Toole Design will build on the foundation of the Downtown Master Plan and work with the City and community to prepare a vision for downtown's future, including a concept plan for legacy family-owned sites that demonstrates their potential role in Anna's prosperity.

#### **Task 2.1: Multi-day Design Charrette**

We propose facilitating a multi-day charrette with the key stakeholders and, if desired, the public. The charrette will be interactive where stakeholders, the community, designers, industry experts, and technical experts work together to develop design and planning solutions. We will conduct our charrette at a central location to allow easy access for all and the ability for team field surveying. This charrette is where much of our work is done.

A well-planned charrette has many benefits. First, those influential to the project develop a vested interest in the plan, understand how it was developed and take ownership in its vision. Second, our interdisciplinary team works together to produce a complete plan to address all aspects of its design and implementation.

The collective effort organizes the input of all the players during focused meetings, thereby eliminating the need for prolonged discussion that can delay the project and push the budget. Finally, a better product is produced more efficiently and more cost effectively due to its collaborative nature which can significantly reduce the need for re-work at future dates.

## **Charrette Team**

The purpose of the charrette is to bring together an experienced team of land use and transportation planners, urban designers, landscape architects, architects, and policy/implementation specialists to collaboratively develop plans and solutions. For the charrette, we will bring a team of professionals and support staff who will work on-site. Having our experts in one place at one time allows us to leverage meetings with key stakeholders who live, work, and understand the dynamic, evolving environment of Downtown Anna. Compressing what could be a multitude of meetings and weeks or months of back-and-forth allows us to be more efficient in managing project resources and enabling stakeholders to get more done.

## **Charrette Agenda**

We will establish a “design studio” to hold the charrette. The location will be easily accessible to the team, stakeholders, and public, with room to support small-group discussions and hold a final presentation. The charrette will focus on three main events: 1) a community visioning workshop; 2) a design studio open to the public daily; and 3) a closing open house on the charrette results and initial recommendations.

During the charrette, an in-person meeting will be held in the evening of the first day where the City and Toole will discuss existing conditions, ideas heard to date, and any initial planning ideas. Then over the next three days, our team will work on-site to develop an Illustrative Plan that is reflective of the on-the-ground realities and aligns with the vision and goals of the community.

Stakeholders are encouraged and welcome to schedule a meeting with the project planners and designers on day two. We will have an interim review of the charrette products with the team prior to the closing presentation on day four. The closing presentation will be in-person at the charrette site to discuss what we heard during the week and our design concepts.

### ***PHASE 2 DELIVERABLES:***

- Meeting Materials and Presentations for the Design Charrette
- Draft Illustrative Plan developed during the Design Charrette
- Design Charrette Summary Presentation

### ***PHASE 2 ASSUMPTIONS:***

- City will identify and secure space for the Design Charrette

## **PHASE 3: DOCUMENT**

Our final phase of work will be focused on crafting a document that summarizes what we heard and provides a realistic and implementable plan for the City of Anna’s downtown.

### ***Task 3.1: Draft and Final Plan***

A significant amount of work will be developed during the earlier phases, particularly during the Design Charrette. Our team will work with the final deliverable in mind during earlier tasks, with the intent that earlier deliverables and products such as conceptual designs, high-level design standards, and recommendations are of such a quality that they can be included in the Development Report.

The Illustrative Plan will be a graphically rich document that includes the following key deliverables:

- Summary of Existing Conditions
- Summary of Public Engagement Activities
- Illustrative Plan

- Plan Diagrams
- Renderings of key locations

### *Task 3.2: Final Presentations*

We will prepare for and facilitate two (2) final presentations for the Illustrative Plan. The first will be a presentation of the final draft document for final review and comment by key stakeholders (and the public, if desired). Once we have finalized the document based on any closing community feedback, we will attend a final meeting to present the work to City for staff acceptance.

### *PHASE 3 DELIVERABLES:*

- Draft and Final Illustrative Plan
- Final Public Presentation (In-person)
- Final Presentation to City for staff acceptance (in-person)

### *PHASE 3 ASSUMPTIONS:*

- City will consolidate all comments for the Draft Development Report into one PDF
- City will identify and secure a location for the Final Public Presentation

## **PHASE 4: MOBILITY STANDARDS**

Toole Design will prepare a standalone set of mobility standards tailored for the City of Anna. Mobility Standards are guidelines with drawings and dimensions that organize pedestrian, bicycle, trail, vehicle, and transit routes. These standards will provide a clear, regulatory framework for the design and organization of public rights-of-way, ensuring that pedestrian, bicycle, transit, and vehicle needs are addressed in a consistent and context-sensitive way.

The purpose of these standards is to reinforce Anna's small-town identity while supporting safe, comfortable, and efficient travel for people walking, bicycling, riding transit, and driving. By establishing a clear framework for rights-of-way, the City will be able to guide development and infrastructure decisions in a way that balances mobility, livability, and long-term stewardship of the public realm.

The mobility standards will include:

- **Street types appropriate for Anna:** Ranging from rural to urban, with representative cross-sections showing typical arrangements of travel lanes, bicycle facilities, sidewalks, and planting/furnishing zones.
- **Dimensional standards:** Summaries of right-of-way widths, lane widths, sidewalks, and frontage zones that establish a baseline for planning and engineering review.
- **Public realm elements:** Regulatory-level guidance on sidewalks, tree and planting zones, lighting, and furnishings. The standards will establish expectations without prescribing highly specific design details, allowing for future calibration by the City.
- **Illustrations and tables:** Simple diagrams and charts that present requirements in a clear and accessible format.

In addition, Toole Design will enhance the framework with layers of best practices that go beyond traditional standards. These enhancements may include **safety principles** such as speed management by design, protected intersections, and self-enforcing geometries; **universal design** features such as ADA-compliant sidewalks, tactile paving, audible signals, and other inclusive safety considerations; and **sustainability and resilience** elements including green infrastructure, stormwater planters, providing adequate soil volume for long-

term tree canopy growth, dark-sky compliant lighting, and heat mitigation strategies. The standards may also incorporate **emerging mobility needs**, including low-stress bike networks, micromobility zones, mobility hubs, and freight/delivery management.

These regulatory-level standards will be delivered as a standalone element, structured for future integration into the City’s broader development regulations. Toole Design will coordinate as needed with City staff to confirm alignment with their ongoing code updates, but this task does not include preparing a Regulating Plan or undertaking a comprehensive rewrite of existing City codes. This task is expected to run concurrently with Phase 3.

**PHASE 4 DELIVERABLES:**

- Draft Mobility Standards document (PDF).
- Final Mobility Standards document (PDF and editable format).

**Fee**

The following table shows Toole Design’s proposed budget for the Illustrative Plan, including expenses. The table reflects the four phases described above. It is anticipated that this project can be completed in five months or less.

**Fee Schedule for City of Anna Illustrative Plan**

<b>Task</b>	<b>Fee</b>
Phase 1: Discover	\$29,200
Phase 2: Design	\$37,600
Phase 3: Document	\$58,200
Phase 4: Mobility Standards	\$19,800
Expenses	\$9,600
<b>Total</b>	<b>\$154,400</b>

We appreciate the opportunity to partner with the City of Anna on this important effort. We look forward to refining this scope based on your guidance and to helping bring Downtown Anna’s vision to life.

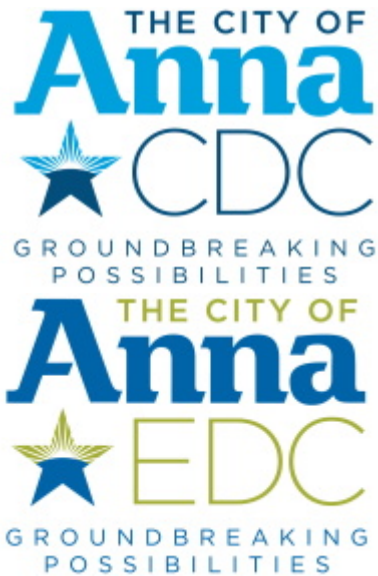
Sincerely,



**Eric Childs, PLA, ASLA, LEED AP** | Senior Landscape Architect

**TOOLE DESIGN**

659 Auburn Avenue, Suite 255 | Atlanta, GA 30312  
[echilds@tooledesign.com](mailto:echilds@tooledesign.com) | 470.800.9525 x655



Item No. 5.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Joey Grisham

**AGENDA ITEM:**

Consider/Discuss/Action on Resolution No. 2025-12-20 to approve a project of the Anna Community Development Corporation including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. (CDC)

**SUMMARY:**

This purchase will allow the CDC to redevelop the property in alignment with the Downtown Master Plan.

- Purchase Price : \$4,950,000.00
- Financing : Lump sum to be paid from CDC fund balance at the time of closing
- Earnest money in the amount of \$10,000.00
- Closing to commence prior to the end of the year (May be extended if both parties agree)
- Special Warranty Deed to be issued to the CDC at closing
- CDC to leaseback Bengal Property to Bengal Anna Plaza, LLC. for six full months unless terminated sooner--\$15,000 per month

**FINANCIAL IMPACT:**

\$4,950,000 for the property but the CDC will receive \$75,000 back in lease payments over six months.

**STAFF RECOMMENDATION:**

Staff recommends the CDC approve the project including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property.

**ATTACHMENTS:**

1. 2025-12-20 CDC Resolution - Coyote Den Purchase Agreement
2. Exhibit A - Bengal Rahman PSA and Leaseback Agreement

**ANNA COMMUNITY DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2025-12-20**

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING EXECUTION OF PURCHASE AND SALE CONTRACT TO ACQUIRE PROPERTY OWNED BY BENGAL ANNA PLAZA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND FAIZUR RAHMAN LOCATED ALONG OR NEAR STATE HIGHWAY 5 AND FM 455 AND AN ASSOCIATE LEASEBACK**

**WHEREAS**, the Anna Community Development Corporation (the “CDC”) is authorized under Section 505.158 of the Texas Local Government Code to undertake projects including the purchase, lease, sale, or exchange of real estate found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the CDC has found that the purchase, lease, and exchange of certain real estate identified herein (the “Project”) will further the public interest and welfare and promote new and expanded business development;

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:**

**Section 1. Findings**

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

**Section 2. Authority to execute real estate documents and take all other actions necessary for the Project.**

The CDC Board of Directors authorizes: (1) the Board’s President, Vice-President, or Economic Development Director, as appropriate, to execute, on behalf of the CDC, subject to approval of legal form by the CDC’s legal counsel, one or more purchase and sale agreements in the form of real estate contracts (collectively, “Agreements”)—including without limitation a leaseback—to acquire ownership of all or portions of certain real estate as described in further detail in the attached **Exhibit A** together with all improvements located thereon; and (2) the Board’s President, Vice-President, the Economic Development Director, the CDC’s legal counsel, or their designees to take all other actions necessary to close on the purchase of said real estate and complete the Project or take other actions consistent with the CDC’s rights under any such Agreements when deemed necessary including without limitation terminating such Agreements.

**PASSED AND APPROVED** on this 11<sup>th</sup> day of December 2025.

ATTEST:

APPROVED:

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Bruce Norwood, CDC President

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Dwyke Williams, CDC Secretary

## EXHIBIT A

### CONTRACT FOR SALE AND PARTIAL LEASEBACK OF REAL PROPERTY

This Contract for Sale and Partial Leaseback of Real Property (this “Agreement”) is made on the 20th day of November 2025 by and amongst Bengal Anna Plaza, LLC, a Texas limited liability company with its principal place of business at 551 Ambrym Dr, Fairview, TX 75069 (“Bengal”), Faizur Rahman, a natural person residing at 551 Ambrym Dr, Fairview, TX 75069 (“Rahman”) and the Anna Community Development Corporation, a Texas type b Development Corporation located at 120 W. 7<sup>th</sup> Street, Anna, Texas 75409 (the “CDC”).

#### Recitals

Bengal is the owner of real property including the tract described below (the “Bengal Property”), located at the street address commonly known as 699 S. Powell Parkway, Anna, Texas 75409, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.44 acre tract of land, described in deed to Bengal Anna Plaza, LLC, as recorded under Document No. 20211018002118710, of the Official Public Records, Collin County, Texas, said tract being more particularly described in **Exhibit A-1** attached to this Agreement.

Bengal desires to sell and the CDC desires to purchase the Bengal Property in fee simple on the terms stated below, with conveyance to be made by special warranty deed.

The CDC and Bengal desire that Bengal lease and occupy the Bengal Property (the “Bengal Leaseback”) for a certain period of time after the CDC purchases the Bengal Property on the terms stated below and in the Bengal Leaseback.

Rahman is the owner of real property including the tract described below (the “Rahman Property”), located at the street address commonly known as 601 S. Powell Parkway, Anna, Texas 75409, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.66 acre tract of land, described in deed to Faizur Rahman, as recorded under Document No. 2023000119864, of the Official Public Records, Collin County, Texas, said tract being more particularly described in **Exhibit A-2** attached to this Agreement.

Rahman desires to sell and the CDC desires to purchase the Rahman Property in fee simple on the terms stated below, with conveyance to be made by special warranty deed.

The Bengal Property and the Rahman Property are sometimes referred to collectively in this Agreement as the “Property”.

The effective date of this Agreement is the date upon which this Agreement has been duly approved by the City and has been executed by all parties named above (the “Effective Date”).

Bengal, Rahman and the CDC contract as follows incorporating the recitals set forth above:

#### Section 1. Purchase Price/Earnest Money

The total cash purchase price of the Property (including both the Bengal Property and the Rahman Property) is \$4,950,000 (the “Purchase Price”) payable to Bengal and Rahman at Closing and thereafter to be divided between Bengal and Rahman as they determine in their sole discretion except that Bengal and Rahman acknowledge that they are separately obligated to pay their real estate broker, Rodney Blaukat of RE/MAX Signature Properties (“Sellers’ Broker”), from the Purchase Price paid at closing the amount of \$50,000.00. Notwithstanding any provision of this Agreement, the CDC shall have no obligation to pay any sum to Sellers’ Broker.

**Section 2.**  
**Title Company/Property Tax/Additional Obligations**

2.1 On the execution of this Agreement, the CDC shall deliver a copy of same to Elevate Title. Attn: Tracy Koonce, 604 W. White Street, Suite B, Anna, TX 75409 (the "Title Company") along with Earnest Money in the amount of \$10,000 which shall be applied to the Purchase Price at Closing.

2.2 At Closing (as defined in Section VI of this Agreement), the CDC will pay the full amount of the Purchase Price to Bengal and Rahman with the passing of title of the Property to the CDC as specified in this Agreement. The Purchase Price shall be paid in U.S. dollars in the form of a cashier's check or other form acceptable to Bengal and Rahman.

2.3 Bengal shall be solely responsible to timely pay or cause to be paid all 2025 ad valorem taxes prorated for the time period up until closing and all previous years' ad valorem taxes on the Bengal Property. Rahman shall be solely responsible to timely pay or cause to be paid all 2025 ad valorem taxes prorated for the time period up until closing and all previous years' ad valorem taxes on the Rahman Property.

2.4 At Closing, the CDC and Bengal shall enter into a leaseback agreement (the "Bengal Leaseback") under which the CDC shall lease the Bengal Property to Bengal to allow for its current use by Bengal to continue for six months after the Closing, including Bengal's right to collect and retain rent of any tenants leasing from Bengal on the Property during said six-month time period.

**Section 3.**  
**Surveys/ Feasibility Period**

3.1 Not later than December 5, 2025, the CDC, at its sole cost, will furnish the Title Company with a survey of the Bengal Property and the Rahman Property. The survey shall be a current on-the-ground survey that substantially complies with the requirements of a Category 1A, Condition I or II (as applicable) survey in the Manual of Practice for Land Surveying in the State of Texas promulgated by the Texas Board of Professional Land Surveying, as amended, and shall be adequate to enable the Title Company to delete the survey exception in the Title Policy (except for "shortages in area"), at the CDC's expense. If, for any reason, the Closing does not occur, the surveys referenced herein shall remain the property of the CDC.

3.2 The CDC shall have fifteen (15) calendar days (the "Feasibility Review Period") after the Effective Date in which to conduct environmental testing, geotechnical borings and other studies of the Property as determined by the CDC in its sole discretion and at its sole cost, and, in connection therewith, the CDC and its agents and contractors shall have the right of entry onto the Property for such purposes. If the CDC determines, in its sole discretion, that the Bengal Property and/or the Rahman Property is not suitable for the CDC'S intended use or purpose or for no reason at all, the CDC shall have the right upon written notice to Bengal and Rahman within the Feasibility Review Period to terminate this Agreement in which event the Earnest Money shall be fully and completely refunded to the CDC. If the CDC terminates this Agreement in accordance with this Section 3.2, the parties shall have none of the obligations set forth under Section 2 or otherwise set forth in this Agreement.

**Section 4.**  
**Titles and Title Investigation**

4.1 Title Commitment. No later than December 12, 2025, the title officer shall have examined the abstracts covering the Property and shall have furnished: (1) the CDC with a Title Commitment(s) for title to the Bengal Property and the Rahman Property and legible copies of the instruments referenced in said Title Commitment. "Title Commitment" means a Commitment for Issuance of a Title Policy, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, in conformity with the last Title Commitment delivered to and approved by the respective parties to this Agreement. The CDC shall pay all costs associated with any Title Commitment issued to the CDC under this Agreement.

4.2 Title Objections. Within seven (7) days of the date that the CDC receives the Title Commitment(s) (“Title Objection Deadline”) the CDC shall have reviewed the Title Commitment(s) and CDC Survey and notify Title Company of its objections to any of them (“Title Objections”). If the CDC notifies the title company of any Title Objections, the then current owner of the tract in question has five (5) days from receipt of the Title Objections to notify the CDC whether and to what extent the owner agrees to cure the Title Objections before Closing (“Cure Notice”). If an owner does not timely provide its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections at least seven (7) days before Closing, the CDC may notify the owner that either this Agreement is terminated or the CDC will proceed to close, subject to such objections, which the CDC shall accept and to which the owner has no responsibility to cure.

4.3 Specific Obligations. Notwithstanding the foregoing or any other provision of this Agreement, the CDC shall have the right to terminate this Agreement at any time before Closing if Bengal and/or Rahman—at least thirty days before Closing—fail to provide certified, recorded releases of all the obligations listed below (collectively, the “Specific Obligations”) in which event the Earnest Money shall be fully and completely refunded to the CDC.

**Specific Obligation No. 1:** Vendor's Lien securing the payment of one note in the principal amount of \$2,381,000.00 recorded as Document No. 20210519001013530, Real Property Records, Collin County, Texas; corrected under Clerk's File No. 20211018002118710, Real Property Records, Collin County, Texas.

**Specific Obligation No. 2:** Deed of Trust recorded as Document No. 20210519001013540, Real Property Records, Collin County, Texas.

**Specific Obligation No. 3:** Assignment of Rents recorded as Document No. 20210519001013550, Real Property Records, Collin County, Texas.

**Specific Obligation No. 4:** Subordination Agreement recorded as Document No. 20210519001013560, Real Property Records, Collin County, Texas.

**Specific Obligation No. 5:** Lessee's Assignment of Lease and Subordination recorded as Document No. 20210519001013570, Real Property Records, Collin County, Texas.

**Specific Obligation No. 6:** Vendor's Lien securing the payment of one note in the principal amount of \$350,000.00 recorded as Document No. 2023000119864, Real Property Records, Collin County, Texas.

**Specific Obligation No. 7:** Deed of Trust recorded as Document No. 2023000119865, Real Property Records, Collin County, Texas.

**Specific Obligation No. 8:** Assignment recorded as Document No. 2023000130189, Real Property Records, Collin County, Texas.

**Specific Obligation No. 9:** Landlord's Subordination Agreement recorded as Document No. 2025000101459, Real Property Records, Collin County, Texas.

**Specific Obligation No. 10:** Deed of Trust, Security Agreement and Financing Statement recorded as Document No. 2025000102770, Real Property Records, Collin County, Texas.

**Specific Obligation No. 11:** Assignment of Leases and Rent recorded as Document No. 2025000102771, Real Property Records, Collin County, Texas.

**Specific Obligation No. 12:** Any and all additional obligations that would make title to all or any part of the Property unmarketable or encumber or cloud the title in any manner, including but not limited to any and all liens, deeds of trust, notes, claims, assignments, subordination agreements, leases (except those leases expressly permitted under this Agreement), security agreements, or any other encumbrance that could give rise to a claim against the Property or any part thereof due to any type of debt or other obligations.

**Section 5.  
Leaseback and Existing Leases**

5.1 Simultaneously with Closing and transfer of title of the Bengal Property to the CDC, Bengal and the CDC shall execute and deliver the Leaseback of the Bengal Property with CDC as lessor and Bengal as lessee, in the form and content set forth in **Exhibit B** attached to this Agreement (the “Bengal Leaseback”). The Bengal Leaseback shall terminate upon the expiration of six full months after the month in which Closing occurs or earlier if terminated earlier in accordance with the terms of the Bengal Leaseback.

5.2 Bengal represents and warrants that it is the sole owner of the Bengal Property and agrees that Bengal shall indemnify and hold the CDC harmless from any claim by any person or entity claiming any right(s) under any lease, leasehold interest, or other possessory interest in the Bengal Property and/or any events or incidents occurring on the Bengal Property until such time as the Bengal Leaseback terminates. Nothing in this Agreement shall be construed to limit, restrict, or otherwise modify any obligations including without limitation indemnification or hold harmless provisions set forth in the Bengal Leaseback. In the event of any conflict between this Agreement and the Bengal Leaseback, the Bengal Leaseback will control.

**Section 6.  
Closing of Title**

The Closing of the purchase, sale, and transfer of the Property to the CDC under the terms of this Agreement (“Closing”) shall occur on or before December 31, 2025 or this Agreement shall terminate; provided, however, that the Closing may be extended to a date after December 31, 2025 if mutually agreed upon in writing. Each party shall pay their own closing costs and attorney fees related to these transactions.

**Section 7.  
Miscellaneous**

7.1 Notices. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

To the CDC:

Anna Community Development Corporation  
120 W. 7<sup>th</sup> Street  
Anna, Texas 75409

With a copy to:

Clark McCoy  
Wolfe, Tidwell & McCoy, LLP  
2591 Dallas Parkway, Suite 300  
Frisco, Texas 75034

To Bengal:

Bengal Anna Plaza, LLC  
551 Ambrym Dr,  
Fairview, TX 75069

To Rahman:

Faizur Rahman  
551 Ambrym Dr,  
Fairview, TX 75069

7.2 Entire Contract. This Agreement, together with its recitals, exhibits, and any documents required to be delivered at Closing constitute the entire agreement of the parties concerning the purchase and sale of the real property subject to sale, purchase, exchange, and leasebacks hereunder. There are no oral representations, warranties, agreements, or promises pertaining to the subject of this Agreement not incorporated in writing in this Agreement.

7.3 Amendment. This Agreement may be amended only by an instrument in writing signed by all parties.

7.4 Assignment. This Agreement shall not be assigned by either party without the other party's written consent for assignment to a specific buyer.

7.5 Survival. Unless otherwise stated herein, the obligations of this Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to such obligations.

7.6 Choice of Law; Venue; Alternative Dispute Resolution. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Exclusive venue for any dispute arising under, in connection with, or in any manner related to this Agreement is in Collin County, Texas. Time permitting, the parties will submit in good faith to a nonbinding alternative dispute resolution process (mediation) before filing a suit concerning this Agreement. The parties shall not under any circumstances be required to submit any dispute to arbitration.

7.7 Waiver of Default. It is not a waiver of default if the nondefaulting party fails to declare or delays declaring a default or delays taking any other action with respect to the default.

7.8 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

7.9 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

7.10 Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

7.11 No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

7.12 Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

7.13 Confidentiality. The parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist a party to investigate title or either party to close this transaction.

7.14 Attorneys' Fees. The prevailing party in any proceeding brought to enforce this Agreement, or brought relating to the transaction contemplated by this Agreement, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

7.15 Contract as Offer. The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Agreement and delivering a fully executed copy to the first party within ten (10) days after the date this Agreement is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party.

7.16 Commission. Except as expressly set forth in this Agreement, the parties hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Agreement or the conveyance or lease of any property, and each of the parties shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Agreement with any party under any alleged agreement or understanding entered into on that party's behalf with the person or entity claiming the commission, payment, interest or participation.

**In witness of their agreement, the parties have executed this Agreement on the date(s) shown below.**

**ANNA COMMUNITY DEVELOPMENT CORPORATION,**  
a Texas Type B Development Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF COLLIN            §

Before me, the undersigned notary public, on the \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared \_\_\_\_\_ known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_ and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**BENGAL ANNA PLAZA, LLC,**  
a Texas limited liability company

By: 

<i>Faizur Rahman</i>	dotloop verified 11/24/25 4:32 PM CST TCKS-TZRS-QHZ8-EYUN
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Faizur Rahman, its Manager and Owner

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

Before me, the undersigned notary public, on the \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared Faizur Rahman known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager and Owner of Bengal Anna Plaza, LLC, and that all representations made by Faizur Rahman in the foregoing instrument are true and correct.

\_\_\_\_\_  
Notary Public, State of Texas

**FAIZUR RAHMAN,**  
an individual natural person

<i>Faizur Rahman</i>	dotloop verified 11/24/25 4:32 PM CST GGEY-QEYF-PASD-BZOM
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Faizur Rahman

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

Before me, the undersigned notary public, on the \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared Faizur Rahman known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same and that all representations made by Faizur Rahman in the foregoing instrument are true and correct.

\_\_\_\_\_  
Notary Public, State of Texas

**Title Company Receipt**

Title Company acknowledges receipt of a copy of this Agreement executed by Bengal, Rahman, and the CDC.

**Elevate Title LLC**

By: \_\_\_\_\_  
Tracy Koonce  
Date: \_\_\_\_\_, 2025.

**Exhibit A-1**  
**Legal Description of Bengal Property**

**0.044 ACRES**

Being a tract of land, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.44 acre tract of land, described in deed to Bengal Anna Plaza, LLC, as recorded under Document No. 20211018002118710, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

**BEGINNING** at a 5/8" iron rod with a yellow plastic cap stamped "NTS" set (herein after referred to as a capped iron rod set) for the northwesterly corner of said 0.44 acre tract, same being in the easterly monumented line of S. Powell Parkway (State Highway No. 5), said corner also being the southwesterly corner of a called 0.66 acre tract of land, described in deed to Faizur Rahman, as recorded under Document No. 2023000119864, O.P.R.C.C.T.;

**THENCE** South 89°00'04" East, along the common line between said 0.44 acre and 0.66 acre tracts, a distance of 112.70' to a point for corner, being the northeasterly corner of said 0.44 acre tract, same being the northwesterly corner of Lot 1, **WHITE'S FIRST ADDITION**, an addition to the City of Anna, as recorded in Volume 2006, Page 222, O.P.R.C.C.T., from which a 1/2" iron rod found bears, North 68°55'14" West, a distance of 0.62';

**THENCE** South 02°34'32" West, along the common line between said Lot 1 and 0.44 acre tract, passing the southwesterly corner of said Lot 1, same being the northwesterly corner of a tract of land, described in deed to Aziz Hassan, as recorded under Document No. 20200211000190860, O.P.R.C.C.T., at a distance of 60.00', and continuing along the common line between said 0.44 acre tract and said Hassan tract, a total distance of 174.58' to an "X" set for the southeasterly corner of said 0.44 acre tract, being in the northeasterly monumented line of White Street, from which a 1/2" iron rod found bears, South 02°34'32" West, a distance of 35.06';

**THENCE** North 81°35'46" West, along the northeasterly monumented line of White Street, a distance of 102.63' to an "X" set at the southeasterly end of a corner clip, at the intersection of White Street and S. Powell Parkway;

**THENCE** North 40°16'18" West, along said corner clip, a distance of 21.44' to an "X" set in concrete, being the northwesterly end of said corner clip and being in the easterly monumented line of S. Powell Parkway;

**THENCE** North 04°09'48" East, along the easterly monumented line of S. Powell Parkway, a distance of 145.40' to the **POINT OF BEGINNING** and containing 19,092 square feet or 0.439 acres of land, more or less.

**Exhibit A-2**  
**Legal Description of Rahman Property**

**0.661 ACRES**

Being a tract of land, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.66 acre tract of land, described in deed to Faizur Rahman, as recorded under Document No. 2023000119864, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

**BEGINNING** at a 5/8" iron rod with a yellow plastic cap stamped "NTS" found for the northeasterly corner of said 0.66 acre tract, same being the southwesterly corner of a tract of land, described in deed to Kristen Harkless, as recorded under Document No. 20170530000693560, O.P.R.C.C.T., same being in the westerly monumented line of Interurban Street;

**THENCE** South 02°46'21" West, along the westerly monumented line of Interurban Street, a distance of 109.76' to a 5/8" iron rod with a yellow plastic cap stamped "NTS" set (herein after referred to as a capped iron rod set) for the southeasterly corner of said 0.66 acre tract, same being the northeasterly corner of Lot 1, of **WHITE'S FIRST ADDITION**, an addition to the City of Anna, recorded in Volume 2006, Page 222, O.P.R.C.C.T.;

**THENCE** North 88°55'14" West, along the common line between said Lot 1 and said 0.66 acre tract, a distance of 150.70' to a point for corner, being the northwesterly corner of said Lot 1, same being the northeasterly corner of a called 0.44 acre tract of land, described in deed to Bengal Anna Plaza, LLC, as recorded under Document No. 20211018002118710, O.P.R.C.C.T., from which a 1/2" iron rod found bears, North 88°55'14" West, a distance of 0.62';

**THENCE** North 89°00'04" West, along the common line between said 0.66 and 0.44 acre tracts, a distance of 112.70' to a 5/8" iron rod with a yellow plastic cap stamped "NTS" set for the southwesterly corner of said 0.66 acre tract, same being the northwesterly corner of said 0.44 acre tract, said corner also being in the easterly monumented line of S. Powell Parkway (State Highway No. 5);

**THENCE** North 04°08'53" East, along the easterly monumented line of S. Powell Parkway, a distance of 109.91' to a 5/8" iron rod with a yellow plastic cap stamped "NTS" found for the northwesterly corner of said 0.66 acre tract, same being in the southerly line of called 0.26 acre tract of land, described in deed to Scott Harkless, as recorded under Document No. 20160824001116750, O.P.R.C.C.T.;

**THENCE** South 89°09'57" East, along the common line between said 0.66 acre and 0.26 acre tract, a distance of 115.96' to a 1/2" iron rod found for the southeasterly corner of said 0.26 acre tract, same being the southwesterly corner of the aforementioned Kristen Harkless tract;

**THENCE** South 88°46'19" East, along the common line between said Kristen Harkless and 0.66 acre tracts, a distance of 144.81' to the **POINT OF BEGINNING** and containing 28,805 square feet or 0.661 acres of land, more or less.

**Exhibit B**  
**Bengal Leaseback**

**LEASEBACK AGREEMENT**

**THIS LEASEBACK AGREEMENT** (this “Lease”) is entered into by and between the Anna Community Development Corporation, a Texas type-b corporation (“Landlord”) and Bengal Anna Plaza, LLC, a Texas limited liability company (“Tenant”). For valuable consideration the parties agree and act as follows:

**1. Definitions.** The following terms have the meanings set forth below:

- (a) **Board of Directors.** The Board of Directors of the Anna Community Development Corporation.
- (b) **Conveyance Agreement.** That certain Contract for Sale and Leaseback of Real Property under which fee simple title to the Property is sold and conveyed by Tenant to Landlord
- (c) **Effective Date.** The effective date of this Lease and the date upon which this Lease shall take effect is the date of the Closing, as that term is defined in Section VI of the Conveyance Agreement.
- (d) **Lease Term.** Unless terminated sooner in accordance with the terms of this Lease, a term commencing upon conveyance of the Property from Tenant to Landlord (“Conveyance Date”) under the Conveyance Agreement and ending on the expiration of the last day of the month that is six full months after the month during which the Conveyance Date occurred.
- (e) **Leased Premises.** The Leased Premises is located in the City of Anna, Collin County, Texas and solely includes: a tract of real property, including without limitation all buildings, structures, and other improvements located thereon, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.44 acre tract of land, described in deed to Bengal Anna Plaza, LLC, as recorded under Document No. 20211018002118710, of the Official Public Records, Collin County, Texas, said tract being more particularly described in **Exhibit 1**.
- (f) **Permittees.** All officials, officers, directors, sublessees, employees, agents, contractors, customers, visitors, persons, and invitees of Tenant at the Leased Premises.
- (g) **Permitted Exceptions.** The conditions, restrictions, easements and encumbrances, if any, affecting title to the Leased Premises set forth in the owner’s title of policy insurance obtained by Landlord pursuant to the Conveyance Agreement.
- (h) **Property.** The real property that has the same boundaries as the Leased Premises.
- (i) **Specific Use.** The use by Tenant or a sublessee of Tenant of the Leased Premises or a portion thereof solely as the site of a convenience store and/or other uses permitted by applicable zoning ordinance of the City of Anna, Texas (the “City”) provided that a validly issued certificate(s) of occupancy for any such use is obtained from the City.

**2. Demise, Lease Term.**

(a) **Demise and Grant of Leased Premises.** Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease the Leased Premises solely for the Specific Use commencing on the Effective Date hereof and continuing until the expiration of the Lease Term or earlier

termination as hereinafter provided. The Lease Term and this Lease shall automatically expire immediately if: (1) the Leased Premise is used for any purpose other than the Specific Use; or (2) the Specific Use is not continued for a period of more than 30 consecutive days.

(b) Quiet Enjoyment. Upon Tenant's payment of all rent hereunder as same becomes due and observance and performance of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Lease Term, peaceful, quiet and undisturbed use and possession of the Leased Premises solely for the Specific Use and all rights and privileges appertaining thereto, subject to the terms, conditions and provisions of this Lease.

(c) Landlord's Title, Subordination. Landlord covenants, represents and warrants to Tenant as follows:

(1) Title. Landlord hereby represents and warrants that it owns good and indefeasible fee simple title in and to the Leased Premises, subject only to the Permitted Exceptions, and has full right and authority to make this Lease.

(2) No Actions. To the best of Landlord's knowledge, there are no actions, suits or proceedings pending or threatened against Landlord and affecting any portion of the Leased Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(3) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Leased Premises or any portion thereof is bound. However, notwithstanding the foregoing or any term or provision of this Lease, any and all rights and obligations of Landlord and Tenant hereunder are subject to and shall not be effective unless and until there has been formal approval or conditional approval by the Board of Directors of this Lease at a duly noticed public meeting.

(d) Condition of Leased Premises. TENANT UNDERSTANDS AND ACKNOWLEDGES ITS ACCEPTANCE OF THE LEASED PREMISES IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY (EXCEPT AS SPECIFICALLY SET OUT HEREIN) OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY AND LANDLORD IS LEASING THE LEASED PREMISES AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTY (ALL OF WHICH LANDLORD HEREBY DISCLAIMS) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS. TENANT HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OCCUPANCY, CONSTRUCTION, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE LEASED PREMISES. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS THE LEASED PREMISES "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

**3. Rent**. Tenant shall pay Landlord the following amounts:

(a) Rent.

(1) Tenant shall pay to Landlord as rent (“Rent”) to occupy the Leased Premises for the duration of the Lease Term, \$15,000 per month or partial month (with no proration), with the first payment due on the fifth day after the Conveyance Date and the additional payments due on the fifth day of each full month following the month in which the Conveyance Date occurs.

(2) If for any reason the Tenant occupies or possesses the Leased Premises or any portion thereof after the expiration of the Lease Term for any reason, the Rent shall increase to \$25,000 per month or partial month (with no proration) due on the fifth day of each month beginning with the month following expiration of the Lease Term.

#### **4. Improvements, Additions and Repairs.**

(a) Delivery of Leased Premises. Landlord shall deliver exclusive possession of the Leased Premises to Tenant upon the beginning of the Lease Term, subject only to the provisions and terms of this Lease and the Permitted Exceptions.

(b) Alterations and Improvements. With the exception of signs erected in conformance with applicable laws and ordinances, and construction of Improvements as approved in writing by Landlord and, set forth on one or more site plans submitted to and formally approved by the Board of Directors during a duly posted meeting, and constructed in accordance with construction plans submitted to and approved in writing by the City or City staff, Tenant may not at any time construct, alter, change, expand any Improvements now or hereafter situated on the Leased Premises. If any such new construction by Tenant is at any time approved:

(1) All such work shall be performed in a good and workmanlike manner, in accordance with accepted standards of engineering and architecture, if applicable, and in accordance with local, state and federal law, including but not limited to the Americans with Disabilities Act; and

(2) Such construction, alteration, additions, changes or demolition shall be in compliance with all applicable building codes, zoning, rules, regulations and ordinances affecting construction of such alterations, additions, and changes and shall be commenced only after Tenant has been duly granted all legally required permits for same.

(c) No Mechanic’s Liens. Tenant shall not permit any mechanic’s or materialman’s liens to be filed against Landlord’s interest in the Leased Premises arising out of the Tenant Improvements, and TENANT SHALL INDEMNIFY, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION), AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COSTS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS FEES AND RELATED EXPENSES, ATTRIBUTABLE TO ANY SUCH LIENS OR THE REMOVAL OF SAME. Tenant’s obligations under this paragraph 4(c) shall expressly survive the expiration or earlier termination of this Lease.

(d) Legal/Environmental. Tenant or any sublessee of Tenant shall use the Leased Premises solely for the Specific Use, shall conduct its business in a lawful manner and shall not make or permit any unlawful use or condition of the Leased Premises. Tenant will, at its own expense, promptly comply with all laws, regulations, and ordinances affecting the Leased Premises and the cleanliness, safety, occupancy, and use thereof. TENANT SHALL INDEMNIFY, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY OR EXPENSE ARISING OUT OF OR ATTRIBUTABLE TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION,

FINES, PENALTIES, LIABILITY OR EXPENSES (INCLUDING ATTORNEY FEES, RELATED EXPENSES, AND COURT COSTS) ARISING OUT OF OR RELATED TO THE EXISTENCE, REMOVAL OR DISPOSAL OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS WITHIN OR UPON THE LEASED PREMISES CAUSED BY TENANT, ITS EMPLOYEES, OFFICERS, AGENTS, SUBLESSEES OR REPRESENTATIVES BEFORE OR DURING THE LEASE TERM. FOR PURPOSES HEREOF, THE PHRASE “TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS” SHALL INCLUDE ITEMS COVERED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601-75(1986), AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, PUB. L. NO. 99-499, 100 STAT. 1613 (1986) (“CERCLA”), THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. §1251 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. §§300(f)-300(j), AND OTHER FEDERAL, STATE AND LOCAL LAWS NOW OR HEREAFTER IN EFFECT GOVERNING THE EXISTENCE, REMOVAL OR DISPOSAL OF TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS. Tenant’s obligations under this [paragraph 4\(d\)](#) shall expressly survive the expiration or earlier termination of this Lease.

(e) Repairs. Tenant shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the Leased Premises in good condition and repair, ordinary wear and tear excepted, and keep the Leased Premises in compliance with applicable law throughout the Lease Term. The foregoing shall not in any way impair or limit Tenant’s right to make alterations or additions to the Leased Premises as set forth in [paragraph 4\(b\)](#) above. Tenant’s obligations under this [paragraph 4\(e\)](#) shall expressly survive the expiration or earlier termination of this Lease.

(f) Tenant’s Fixtures. Notwithstanding any provision of this Agreement, Tenant may install in or upon the Leased Premises such trade fixtures and equipment as Tenant deems desirable, provided that Tenant does so in accordance with a written plan demonstrating the size and configuration of such fixtures and equipment upon the Leased Premises. All of said items shall remain Tenant’s property whether or not affixed or attached to the Leased Premises. Tenant may remove such items from the Leased Premises at any time during the Lease Term. Nothing contained in this [paragraph 4\(f\)](#) shall diminish Tenant’s obligations to maintain the Leased Premises pursuant to [paragraph 4\(e\)](#).

(g) Platting, Site Plans, Approvals. Landlord and Tenant acknowledge that it may be necessary, from time-to-time, for Landlord or Tenant to seek governmental approvals with respect to platting, zoning, site plans, permitting and/or obtaining other permits in connection with its use and occupancy of the Leased Premises for the uses permitted hereby (collectively, “Approvals”). Landlord agrees to reasonably cooperate with Tenant and Tenant agrees to reasonably cooperate with Landlord with respect to its obtaining the Approvals and to execute such documents as may be required in order for Landlord and/or Tenant to obtain such Approvals. Tenant expressly understands and agrees that approval by the Board of Directors of this Lease does not constitute the Board of Directors’ granting of an Approval and does not bind the Board of Directors to grant or approve any other Approvals.

**5. Utilities**. Tenant shall at its own expense arrange with the appropriate utility suppliers for services to the Leased Premises, pay all connection, meter and service charges and deposits required to connect utilities to the Leased Premises, and pay such utility suppliers directly for such services. Landlord shall not pay any sum in connection with utility installation or service on the Leased Premises.

## **6. Use, Transfers, or Assignments**

(a) Tenant’s Use. Except as prohibited or restricted by the Permitted Exceptions, Tenant may use the Leased Premises solely for the Specific Use, provided that such purpose and use is in conformity with all applicable

site plans, zoning, and Approvals, and other restrictions set forth in this Lease and which may otherwise apply to the Leased Premises.

(b) Assignment, Subletting. Tenant shall not assign all or any part of this Lease or sublet all or any part of the Leased Premises without Landlord's written consent, which shall not be unreasonable withheld; provided, however, that Tenant may sublease the Leased Premises to any establishment that leases space anywhere on the Leased Premises as of the Effective Date for the Specific Use, which such sublease shall: (1) be in a written form approved by Landlord without unreasonable denial or delay; and (2) terminate automatically at the expiration of the Lease Term or earlier termination as provided in this Agreement. In the case of any assignment or sublease permitted by Landlord, Tenant shall not be released from any liability.

## **7. Indemnification, Insurance.**

(a) INDEMNIFICATION. IN ADDITION TO AND CUMULATIVE OF ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) LANDLORD AND ITS OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND RELATED EXPENSES AND LITIGATION COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF OR RELATING IN ANY WAY TO TENANT'S USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT, CONTROL OR SUBLEASE OF THE LEASED PREMISES, IMPROVEMENTS, REPAIR, OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM.

(b) Tenant's Insurance. Tenant shall, at its expense, obtain comprehensive general liability insurance against all claims on account of bodily injury, personal injury or property damage, for which Tenant may, as a result of its operations or other use of the Leased Premises, become liable. At a minimum, the insurance policies to be held by the Tenant shall be in effect at all times during the Lease Term, and shall include general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification and hold-harmless provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A 1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Landlord as an additional insured and contain a waiver of subrogation endorsement in favor of the Landlord. Upon request by the Landlord, the Tenant shall provide to the Landlord certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Landlord as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Landlord shall receive written notice of such cancellation, non-renewal or modification.

(c) Workers Compensation. Tenant shall maintain workers compensation or similar insurance affording not less than Texas statutory coverage minimums and providing not less than statutory limits or benefits for all employees of Tenant employed at the Leased Premises during the Lease Term.

(d) Scope. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has been paid, shall be provided to Landlord on or before the Effective Date of this

Lease; and, thereafter, evidence of continuing insurance and timely premium payments shall be delivered to Landlord not less than 30 days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance or to deliver evidence of same this Lease will continue in full force and effect; provided, however, that Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed by Tenant upon demand.

(e) Waiver of Subrogation. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of: (1) Landlord or its officers, directors, employees, agents, contractors, customers, or visitors and invitees of Landlord at the Leased Premises; or (2) Tenant or its Permittees. This waiver shall be in effect only so long as the applicable insurance or risk pool policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Tenant shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Tenant shall promptly notify Landlord.

## **8. Destruction, Condemnation.**

### **(a) Destruction.**

(1) Cancellation. If any portion of the Improvements situated on the Leased Premises shall be damaged or destroyed, this Lease shall continue in full force and effect and shall not be affected thereby.

(2) Restoration. In the event of unintended damage or destruction, Tenant shall remove any debris and cause the Leased Premises to be repaired or restored as Landlord may permit in writing, but in any event the Leased Premises shall be repaired or restored to a safe and slightly condition in compliance with all applicable laws.

(3) Insurance Proceeds. All of Tenant's insurance proceeds payable with respect to damage or destruction of the Improvements shall be retained by and be the property of Tenant.

### **(b) Condemnation.**

(1) Taking. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Leased Premises, this Lease shall terminate as to the portion so taken but shall remain in full force and effect as to the balance of the Leased Premises.

(2) Awards. All compensation awarded for any Taking of the Leased Premises, including any interest of Landlord or Tenant therein, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation.

(3) Restoration. If there is a Taking of all or part of the Leased Premises, Tenant, at its sole discretion and expense, shall restore and rebuild the Leased Premises, in such manner as Landlord may permit in writing, provided that the same shall be in accordance with all applicable laws.

## **9. General Provisions.**

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All notices required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

To the CDC:

Economic Development Director  
City of Anna, Texas  
120 W. 7th Street  
Anna, Texas 75409

With a copy to:

Clark McCoy  
Wolfe, Tidwell & McCoy, LLP  
2591 Dallas Parkway, Suite 300  
Frisco, Texas 75034

To Tenant:

Bengal Anna Plaza, LLC  
551 Ambrym Dr,  
Fairview, TX 75069

(b) Entire Agreement. This Lease embodies the entire agreement and understanding between the parties as to the lease of the Leased Premises by Tenant and supersedes all prior negotiations, agreements and understandings pertaining to such lease. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. This Lease is not intended to be nor shall it be construed as a service contract or contract for the sale of goods by Landlord to Tenant. Landlord does not by entering into this Lease waive any immunities it may have under common law or statute.

(c) Commission. Tenant and Landlord hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

(e) Surrender. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord. Tenant shall remove all Personal Property, which are not fixtures (other than trade fixtures installed by Tenant, which Tenant may remove. All other installations or improvements, including all infrastructure, structures, buildings, HVAC equipment, paneling, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation, the property of Landlord and shall be surrendered with the Leased Premises at the expiration or termination of this Lease unless Landlord notifies Tenant to the contrary in writing, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subparagraph may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Leased Premises caused by Tenant's removal of any property.

(f) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. Any dispute arising from, growing out of, or in connection with this Lease shall be filed in a State District Court in Collin County, Texas. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon the conditions stated herein.

(g) Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.

(h) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(i) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(j) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(k) Contract Interpretation. This Lease is the result of negotiation between the parties, and shall, in the event of any dispute over the meaning or application of any portion thereof, be interpreted fairly and reasonably, and not to be more strictly construed against one party than another, regardless of which party originally drafted the language in dispute.

(l) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(m) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**LANDLORD:**

**ANNA COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned notary public, on the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_ known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_ and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**TENANT:**

**BENGAL ANNA PLAZA, LLC,**  
a Texas limited liability company

By: 

<i>Faizur Rahman</i>	dotloop verified 11/24/25 4:32 PM CST XHGH-81UD-8AE7-EAM6
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Faizur Rahman, its Manager and Owner

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned notary public, on the \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared Faizur Rahman known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager and Owner of Bengal Anna Plaza, LLC.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit 1**  
**Leased Premises**

**0.044 ACRES**

Being a tract of land, situated in the Henry Brantley Survey, Abstract No. 71, in the City of Anna, Collin County, Texas, and being all of that called 0.44 acre tract of land, described in deed to Bengal Anna Plaza, LLC, as recorded under Document No. 20211018002118710, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

**BEGINNING** at a 5/8" iron rod with a yellow plastic cap stamped "NTS" set (herein after referred to as a capped iron rod set) for the northwesterly corner of said 0.44 acre tract, same being in the easterly monumented line of S. Powell Parkway (State Highway No. 5), said corner also being the southwesterly corner of a called 0.66 acre tract of land, described in deed to Faizur Rahman, as recorded under Document No. 2023000119864, O.P.R.C.C.T.;

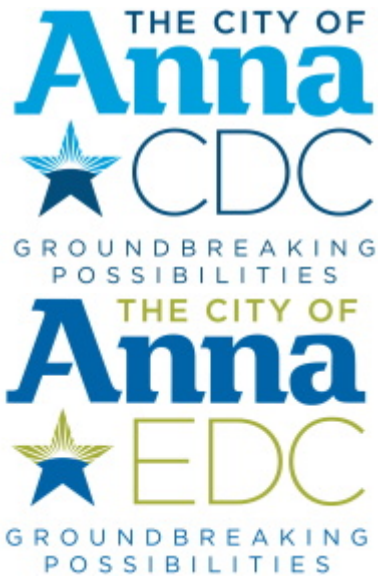
**THENCE** South 89°00'04" East, along the common line between said 0.44 acre and 0.66 acre tracts, a distance of 112.70' to a point for corner, being the northeasterly corner of said 0.44 acre tract, same being the northwesterly corner of Lot 1, **WHITE'S FIRST ADDITION**, an addition to the City of Anna, as recorded in Volume 2006, Page 222, O.P.R.C.C.T., from which a 1/2" iron rod found bears, North 68°55'14" West, a distance of 0.62';

**THENCE** South 02°34'32" West, along the common line between said Lot 1 and 0.44 acre tract, passing the southwesterly corner of said Lot 1, same being the northwesterly corner of a tract of land, described in deed to Aziz Hassan, as recorded under Document No. 20200211000190860, O.P.R.C.C.T., at a distance of 60.00', and continuing along the common line between said 0.44 acre tract and said Hassan tract, a total distance of 174.58' to an "X" set for the southeasterly corner of said 0.44 acre tract, being in the northeasterly monumented line of White Street, from which a 1/2" iron rod found bears, South 02°34'32" West, a distance of 35.06';

**THENCE** North 81°35'46" West, along the northeasterly monumented line of White Street, a distance of 102.63' to an "X" set at the southeasterly end of a corner clip, at the intersection of White Street and S. Powell Parkway;

**THENCE** North 40°16'18" West, along said corner clip, a distance of 21.44' to an "X" set in concrete, being the northwesterly end of said corner clip and being in the easterly monumented line of S. Powell Parkway;

**THENCE** North 04°09'48" East, along the easterly monumented line of S. Powell Parkway, a distance of 145.40' to the **POINT OF BEGINNING** and containing 19,092 square feet or 0.439 acres of land, more or less.



Item No. 5.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Natasha Roach

**AGENDA ITEM:**

Consider/Discuss/Action on Resolution No. 2025-12-21 to approve a project of the Anna Economic Development Corporation including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N. Powell Parkway. (EDC)

**SUMMARY:**

The Anna Economic Development Corporation and the Greer family have reached terms regarding the sale of the property located at 504 Powell Parkway. The terms of the contract are as follows:

- Purchase Price : \$2,035,000.00
- Financing : Lump sum to be paid from EDC fund balance at the time of closing
- Earnest money in the amount of \$10,000.00
- Closing to commence prior to the end of the year
- Special Warranty Deed to be issued to the EDC at closing

**FINANCIAL IMPACT:**

The fiscal impact for this item is the \$2,035,000.000 which will be paid directly from the Anna Economic Development Fund Balance as a one time payment at closing.

**STAFF RECOMMENDATION:**

Staff recommends the EDC approve the project including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N Powell Parkway.

**ATTACHMENTS:**

1. 2025-12-21 EDC Resolution - Greer Purchase Agreement

2. Exhibit A - Greer Agreement

**ANNA ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2025-12-21**

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION  
AUTHORIZING EXECUTION OF PURCHASE AND SALE CONTRACT FOR PROPERTY  
OWNED BY JOE A. GREER, JR. AND REBECCA F. GREER LOCATED ALONG OR NEAR  
STATE HIGHWAY 5**

**WHEREAS**, the Anna Economic Development Corporation (the "EDC") intends to purchase real property for the creation of primary jobs or other permissible projects and to enable the EDC to perform infrastructure and site improvements, which the board finds necessary to promote or develop new or expanded business enterprises; and

**WHEREAS**, the EDC has determined that purchasing property is in the financial interests of the EDC;

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**Section 1. Findings**

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

**Section 2. Authority to execute real estate documents and take all other actions necessary for the Project.**

The EDC Board of Directors authorizes: (1) the Board's President, Vice-President, or Economic Development Director, as appropriate, to execute, on behalf of the EDC, subject to approval of legal form by the EDC's legal counsel, one or more purchase and sale agreements in the form of real estate contracts (collectively, "Agreements") to acquire ownership of all or portions of certain real estate as described in further detail in the attached **Exhibit A** together with all improvements located thereon; and (2) the Board's President, Vice-President, the Economic Development Director and/or the EDC's legal counsel or their designees to take all other actions necessary to close on the purchase and exchange of said real estate and complete the Project or take other actions consistent with the EDC's rights under any such Agreements when deemed necessary including without limitation terminating such Agreements.

**PASSED AND APPROVED** on this 11<sup>th</sup> day of December 2025.

ATTEST:

APPROVED:

\_\_\_\_\_  
Bruce Norwood, EDC President

\_\_\_\_\_  
Dwyke Williams, EDC Secretary

**Real Estate Sales Contract**

This Real Estate Sales Contract (this “Contract”) to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) being the date that the Title Company acknowledges receipt of this Contract fully executed by Seller and Buyer and delivery to the Title Company of the Earnest Money. Buyer must deliver the Earnest Money to Title Company before the Earnest Money Deadline provided in section A.1. for this Contract to become effective.

**Seller(s):** **Joe A. Greer, Jr.**  
**Rebecca F. Greer**  
**Address:** PO Box 272  
Anna, TX 75409-0272

**Buyer:** Anna Economic Development Corporation  
**Address:** Attn: Economic Development Director  
120 W. 7<sup>th</sup> Street  
Anna, TX 75409

**Property:** Being 3.76 acres of real property more or less, in the Henry Brantley Survey as shown in the attached **Exhibit A** (the “Property”), which includes the following three contiguous tracts located in the City of Anna, Collin County, Texas: **Tract 1** - 0.9666 more or less acres of land with Property ID 1016108 commonly known by the address of 504 N. Powell Parkway; **Tract 2** – 1.9147 more or less acres of land with Property ID 2634357; and **Tract 3** – 0.76 more or less acres of land with Property ID 1017330 (collectively, the “Property”).

**Title Company:** **Red River Title Co.**  
Attn: Brittany Eleby  
**Address:** 751 South Buddy Hayes Blvd #101, Anna, Texas 75409  
**Phone:** (972) 924-8777  
**Email:** [beleby@redrivertitle.com](mailto:beleby@redrivertitle.com)

**Underwriter:** Title Company’s choice.

**Purchase Price** \$2,035,000.00

**Earnest Money:** \$10,000.00

**County for Performance:** Collin County, Texas

**A. Deadlines and Other Dates**

If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: within three (3) business days of the Effective Date.
2. Delivery of Title Commitment: twenty (20) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment: twenty (20) days after

the Effective Date.

4. Delivery of Title Objections: ten (10) days after the delivery of the Title Commitment, legible copies of the instruments referenced in the Title Commitment, and the Survey.

5. Closing Date: a mutually agreeable date that is on or before the thirtieth (30th) day after the end of the Feasibility Review Period. The Closing Date shall not be extended unless extended under a mutually agreeable duly executed amendment to this Contract.

6. Delivery of Survey: twenty (20) days after the Effective Date.

7. Due Diligence Materials: within five (5) days of the Effective Date, Seller will deliver true, complete and correct copies of any and all of the following types of documents that relate to all or any portion of the Property and that are in Seller's possession or are obtainable by Seller through reasonable effort:

a. pending or proposed governmental matters including, without limitation, TxDot, county or municipal notifications including without limitations any offers to purchase the Property or any actions related in any manner to eminent domain having any effect on the Property and any lis pendens, judgments, or abstracts of judgments concerning the Property;

b. existing Surveys;

c. existing final plats and/or preliminary plats as applicable; and

d. copies of all existing studies, plans, analyses, estimates, ordinances, resolutions, appraisals, contracts, leases and other materials pertinent to the Property.

8. Feasibility Review Period: thirty (30) days after the Effective Date.

## **B. Closing Documents**

1. At closing, Seller will deliver the following items to the Title Company:

Special Warranty Deed, subject only to the Permitted Exceptions, in form attached hereto as **Exhibit C** (the "Deed")

IRS Nonforeign Person Affidavit

2. At closing, Buyer will deliver the following items to the Title Company:

Evidence of Buyer's authority to consummate this transaction

The documents listed in this section B are collectively known as the "Closing Documents."

## **C. Exhibits**

The following exhibits are attached to and are a part of this Contract as if set forth in full here for all purposes:

Exhibit A—Description of the Property

Exhibit B—Sellers Representations

Exhibit C—Deed

#### **D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property in accordance with the terms of this Contract. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

#### **E. Earnest Money and Independent Consideration**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. If Buyer fails to deposit the Earnest Money, in accordance with A.1, with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Buyer at any time until Buyer deposits the Earnest Money with the Title Company. The Earnest Money shall be fully refundable to Buyer through the end of the Feasibility Period. Further, Buyer tenders to Seller and Seller acknowledges receipt of the sum of \$100 as independent and non-refundable contract consideration for any options granted in this Contract. This independent consideration is in addition to any other deposits made under this Contract, is earned by Seller upon its execution of this Contract, and will not be credited against the Purchase Price.

#### **F. Title, Feasibility Review Period, and Survey**

1. *Title Advice.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Feasibility Review Period.* Buyer shall have thirty (30) days (the "Feasibility Review Period") after the Effective Date in which to conduct environmental testing, geotechnical borings and other studies of the Property and, in connection therewith, Buyer and its agents and contractors shall have the right of entry onto the Property for such purposes and Buyer agrees to indemnify Seller for Buyer's on-site related Property activities and all costs associated with such entry and tests made on the Property; this indemnity shall survive closing or termination of this Contract. If Buyer determines, in Buyer's sole and absolute discretion, that the Property is not suitable for Buyer's intended use or purpose, Buyer shall have the right upon written notice to Seller within the Feasibility Review Period to terminate this Contract in which event the Earnest Money shall be fully and completely refunded to Buyer.

4. *Intentionally Omitted.*

5. *Delivery of Title Commitment and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.4. ("Title Objection Deadline") to review the Title Commitment, legible copies of the title instruments referenced in it, and the Survey and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected

by the Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within ten (10) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated (in which event the Earnest Money shall be refunded to Buyer) or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove all liens affecting the Property, terminate all leases affecting the Property, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all such liens, terminate all such leases, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

7. *Survey.* Buyer, at Buyer's expense, will obtain a new survey of the Property and deliver a copy thereof to Seller by the deadline specified in A.6 above. The survey shall be a current on-the-ground survey of the Property that substantially complies with the requirements of a Category 1A, Condition I or II (as applicable) survey in the Manual of Practice for Land Surveying in the State of Texas promulgated by the Texas Board of Professional Land Surveying and shall be adequate to enable the Title Company to delete the survey exception in the Title Policy (except for "shortages in area"). Once the Survey has been completed, the legal description of the Property shown therein shall be substituted for the description in Exhibit A and shall serve as the legal description of the Property in the Deed.

#### **G. Condition of the Property until Closing; Cooperation; No Recording of Contract; Lease**

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) not further encumber the Property with liens, easements, restrictions or any other matter affecting title to the Property, or modify the terms of any existing leases, contracts or encumbrances, if any, without Buyer's prior written consent, except that Seller must and shall fully terminate any leases without Buyer's consent.

2. [*Left Blank Intentionally.*]

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing), in which event the Earnest Money shall be refunded to the Buyer. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any litigation or any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Lease.* As a condition to Buyer's obligations under this Contract, Seller shall fully terminate any lease(s) of all or any portion of the Property and any and all tenants shall be required to vacate the Property prior to closing.

## H. Closing

1. *Closing.* This transaction will close at Title Company's offices on the Closing Date. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts or documents that Buyer is obligated to pay or execute under this Contract to or by Title Company in funds or documents acceptable to Title Company and Seller. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and any other Closing Documents necessary to be recorded, and distribute copies of the Closing Documents to each party.
- d. *Possession.* Unless otherwise agreed, Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

### 2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay for the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay the cost for the basic charge for the Title Policy; the cost to prepare the deed; the cost for the new survey; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the

prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. If rollback taxes become due because of a change in use of the Property, the resulting rollback tax and interest due shall be the obligation of Buyer. All taxes due as of closing will be paid at closing. The parties' obligations under this paragraph shall survive the Closing.

- d. *Brokers' Commissions and Disclosure.* Buyer and Seller each represents and warrants to the other that they have had no contact with any real estate broker, finder or other person who might be entitled, or claim to be entitled, to a brokerage commission, finder's fee or other compensation in connection with this transaction. Buyer and Seller each hereby indemnify and agree to defend and hold the other party harmless from and against any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) caused by or arising out of any breach of its foregoing warranty. The provisions of this paragraph shall survive the Closing or termination of this Contract and shall not be subject to any limitation of liability otherwise set forth in this Contract.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

## **I. Default and Remedies**

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract ("Seller's Default"), Buyer's sole and exclusive remedy is to either (i) enforce specific performance of Seller's obligations under this Contract, or (ii) terminate this Contract by written notice to Seller in which event the Earnest Money shall be delivered to Buyer. If title to the Property is awarded to Buyer, the conveyance will be subject to the Permitted Exceptions.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller, as its sole and exclusive remedy, shall have the right to terminate this Contract by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller as liquidated damages (and not as a penalty). Seller waives any remedy for damages.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

## **J. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this Contract must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice shall be addressed as follows:

**If to Buyer:**

Anna Economic Development Corporation  
Attn: City Manager  
120 W. 7<sup>th</sup> Street  
Anna, Texas 75409

**With a copy to:**

Clark McCoy  
Wolfe, Tidwell & McCoy, LLP  
2591 Dallas Parkway, Suite 300  
Frisco, Texas 75034

**If to Seller:**

Joe A. Greer, Jr.  
Rebecca F. Greer  
PO Box 272  
Anna, TX 75409-0272

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Assignment.* This Contract will inure to the benefit of and be binding on the parties and their respective successors and assigns. This Contract is fully assignable by Buyer provided: (a) such assignment must be in writing and signed by Buyer and its assignee, (b) Buyer must send a copy of any assignment to Seller at least seven (7) days prior to closing, and (c) such assignment shall not release Buyer from its obligations and liabilities under this Contract. Upon compliance with the foregoing, the assignee(s) shall be entitled to enforce this Contract as against Seller, including but not limited to, the remedy of specific performance.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Collin County, Texas. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Confidentiality.* The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Additional Matters.*

i. ) Seller agrees to cooperate with Buyer if, during the Feasibility Review Period, Buyer or the City of Anna requires the Property to be preliminarily platted; provided, all costs of such plat shall be borne by Buyer.

ii. ) To the best of Seller's current knowledge, but WITHOUT WARRANTY, water, sanitary sewer and electric power line are available at the Property (excluding storm sewer).

iii. ) Buyer will secure at its own expense any necessary use permits, platting and signage requirements and Seller agrees to cooperate as necessary to accomplish such.

15. *Termination.* If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Buyer shall pay the costs to repair any damage to the Property caused by Buyer or Buyer's agents; (2) Buyer shall return to Seller any reports or documents delivered to Buyer by Seller; and (3) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 15 will survive the termination of this Contract.

16. *Attorneys' Fees.* The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

17. *Intentionally Omitted.*

18. *Contract as Offer.* The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within ten (10) days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Buyer.

SELLER(S):

\_\_\_\_\_  
**Joe A. Greer, Jr.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Rebecca F. Greer**

Date: \_\_\_\_\_

BUYER:

**Anna Economic Development Corporation**

By: \_\_\_\_\_  
Bruce Norwood, President

**Title Company Receipt**

Title Company acknowledges receipt of Earnest Money in the amount of \$10,000.00 and a copy of this Contract executed by both Buyer and Seller.

**Red River Title Co.**

**By:** \_\_\_\_\_  
Brittany Eleby,  
**its Escrow Officer**

**Date:** \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Property**

Being 3.76 acres of real property more or less, in the Henry Brantley Survey which includes the following three contiguous tracts located in the City of Anna, Collin County, Texas: **Tract 1** - 0.9666 more or less acres of land with Property ID 1016108 commonly known by the address of 504 N. Powell Parkway; **Tract 2** – 1.9147 more or less acres of land with Property ID 2634357; and **Tract 3** – 0.76 more or less acres of land with Property ID 1017330.



## EXHIBIT B

### Seller's Representations to Buyer

Seller ("Seller", whether one or more) represents to Buyer (to Seller's actual knowledge, without duty of investigation) that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract except: NONE

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property, except: NONE

4. *Lease.* Seller promises to fully terminate any lease(s) and any and all tenants shall be required to vacate the Property prior to closing.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property, except: NONE

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for having granting a security interest in the Property (which security interest shall be released at Closing) and the terms and conditions as stated therein, Seller has not obligated itself to sell the Property to any party other than Buyer and Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except (a) the Permitted Exceptions and (b) liens that will be paid from the proceeds of closing; no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its express written consent.

8. *No Commitments.* No commitments have been made by Seller to any governmental authority, utility company, school board or church, or to any other religious body, or any other organization, group or individual relating to any of the Property, which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land to construct, install or maintain any improvements of a public or private nature on or off any of the Property.

9. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Property.

Seller's representations set forth in this Contract shall survive Closing for a period of twelve (12) months.

**EXHIBIT C**

**Special Warranty Deed**

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

Date: \_\_\_\_\_, 2025

Grantors: **Joe A. Greer, Jr. and Rebecca F. Greer**

Grantors' Mailing Address: PO Box 272, Anna, TX 75409-0272

Grantee: Anna Economic Development Corporation – a Texas type A development corporation

Grantee's Mailing Address: 120 W. 7<sup>th</sup> Street, Anna, Texas 75409

Consideration: \$10.00 and other good and valuable consideration in hand received and adequacy of which is acknowledged

Property (including any improvements): The real property described in Exhibit A, attached hereto and incorporated herein by reference

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: The restrictions, easements, covenants, and other matters, if any, described on Exhibit B, attached hereto and incorporated herein.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grant, sell, and convey to Grantee the Property in fee simple title, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[The remainder of this page is left blank intentionally, signature page follows]

\_\_\_\_\_  
**Joe A. Greer, Jr.**

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Joe A. Greer, Jr.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

\_\_\_\_\_  
**Rebecca F. Greer**

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Rebecca F. Greer.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

## EXHIBIT A

### LEGAL DESCRIPTION

BEING a tract of land situated in the Henry Brantley Survey, Abstract No. 71, City of Anna, Collin County, Texas being part of a called 5 acres, part of a called 205' X 175' tract of land, and part of a called 5.70 acre tract of /and of which a// are described in a Warranty Deed conveyed to Joe A Greer, JR. as recorded in Volume 5105, Page 1672 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described in metes and bounds as follows;

BEGINNING in a curve to the right along the east Right-of-Way (ROW) line of State Highway No.5 at an iron rod with plastic pink cap stamped "TXDOT" found for the north corner of a corner clip in a Final Judgement found in favor of the State of Texas and recorded in Instrument No. 20220418000617120 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.);

THENCE with the east ROW line of State Highway No. 5 and through said curve to the right having a central angle of 0.3°54'19", an arc length of 516.82', a radius of 7582.50', a chord bearing of N 03°49'15" E, and a chord length of 516.72', to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 20°06'37" E continuing with the east ROW line of State Highway No. 5 for a distance of 20.27' to an iron rod with plastic pink cap stamped "TXDOT" found for corner in the south line of a called 1.008 acre tract of land conveyed to SAAS US Partners, LLC as recorded in Instrument No. 20150722000904850 O.P.R.C.C.T.;

THENCE S 89°25'44" E with the south line of the called 1.008 acre tract of land for a distance of 232.62' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the east line of a tract of land described as SECOND TRACT in a Warranty Deed conveyed to Pamela Travis as recorded in Instrument No. 19980828000948770, O.P.R.C.C.T.;

THENCE S 13°22'34" W with the west line of said SECOND TRACT for a distance of 17.24' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for the southwest corner of said SECOND TRACT corner;

THENCE S 39°59'39" E with the west line of said SECOND TRACT for a distance of 57.43' to a 1/2" iron rod found for the northwest corner of the Guitierrez Addition, an addition to the City of Anna, Collin County, Texas, as shown on the plat thereof recorded in Instrument No. 20101213010002460 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE S 07°27'34" W with the west line of said Guitierrez Addition for a distance of 149.99' to a 1/2" iron rod found for the southwest corner of said Guitierrez Addition, and said iron rod found also being the northwest corner of a called 0.580 acre tract of land conveyed to Marco Antonio Villegas and Diana Diaz Martinez as recorded in Instrument No. 20201109001988110, O.P.R.C.C.T.;

THENCE S 03°52'37" W a distance of 146.60' to a 1/2" iron rod found for the southwest corner of a called 0.5795 acre tract of land conveyed to Fernando and wife, Leticia Diaz as recorded in Instrument No. 20110713000728470, O.P.R.C.C.T., and said iron rod found being the northwest corner of a tract of land conveyed to Joe A. Greer, JR. as recorded in Volume 943, Page 273, DR.C.C.T.; 230.61

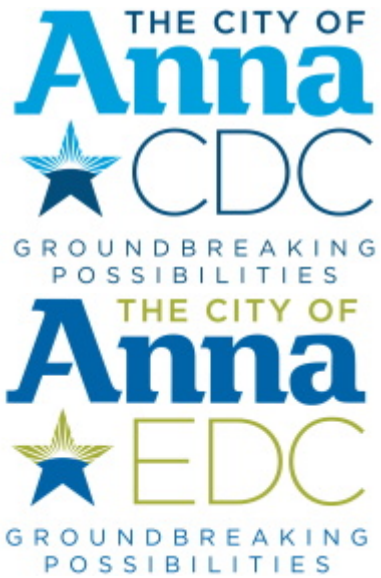
THENCE S 01°51'16" W with the west side of said Joe A. Greer, JR. tract of land passing an iron rod with plastic cap stamped "GREER" found for the southwest corner of said Joe A. Greer, JR. tract of land at a distance of 230.61' and continuing for a total distance of 240.42' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the north line of Hackberry Lane;

THENCE N 89°38'30" W with the north line of Hackberry Lane for a distance of 275.72' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for the southeast corner of said corner clip of the said Final Judgement found in favor of the State of Texas;

THENCE N 38°56'48" W along said corner clip a distance of 23.18' to the POINT OF BEGINNING, and containing 158,712 Square Feet or 3.644 acres of land.

EXHIBIT B

(Attach title exceptions)



**AGENDA ITEM:  
Manager's Report.**

**SUMMARY:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 6.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Salena Tittle

**AGENDA ITEM:**

Strategic Plan Update

**SUMMARY:**

Economic Development Manager, Salena Tittle, to give a brief overview of what staff has been working on and future initiatives.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. November 2025 Strategic Plan Update

# Economic Development Highlights

## November 2025

### Vibrant

EDC staff attended the HOLT CAT Grand Opening & Ribbon Cutting

Salena attended Roma's Italian Bistro Grand Re-Opening & Ribbon Cutting

Natasha attended the GDPC North Urban Summit

Natasha and Salena attended the Anna Community Library Grand Opening & Ribbon Cutting

Natasha and Salena attended the Ship It & More Grand Opening & Ribbon Cutting

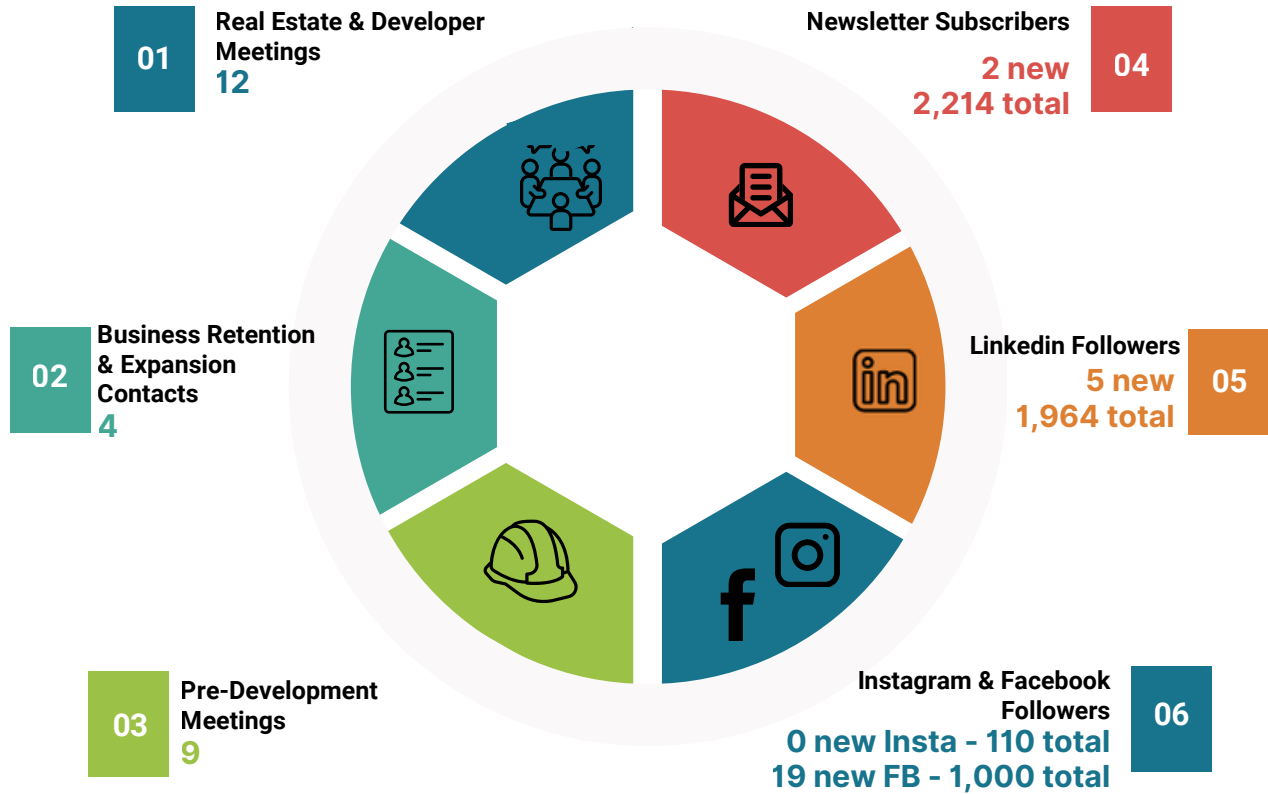
### Unique

EDC sponsored & attended the DallasMeetup CRE Cohort

Joey was a featured panelist at the State of Texoma Region Conference

EDC sponsored and attended the Greater Anna Chamber of Commerce Fall Golf Tournament

Salena attended the 4th & Main Barber Co Grand Opening





Item No. 6.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Salena Tittle

**AGENDA ITEM:**

Financial Report / Sales Tax Update

**SUMMARY:**

Economic Development Manager, Salena Tittle, to update the Board on the overall sales tax for the month of September 2025, which is up roughly 6% from the previous year, September 2024.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

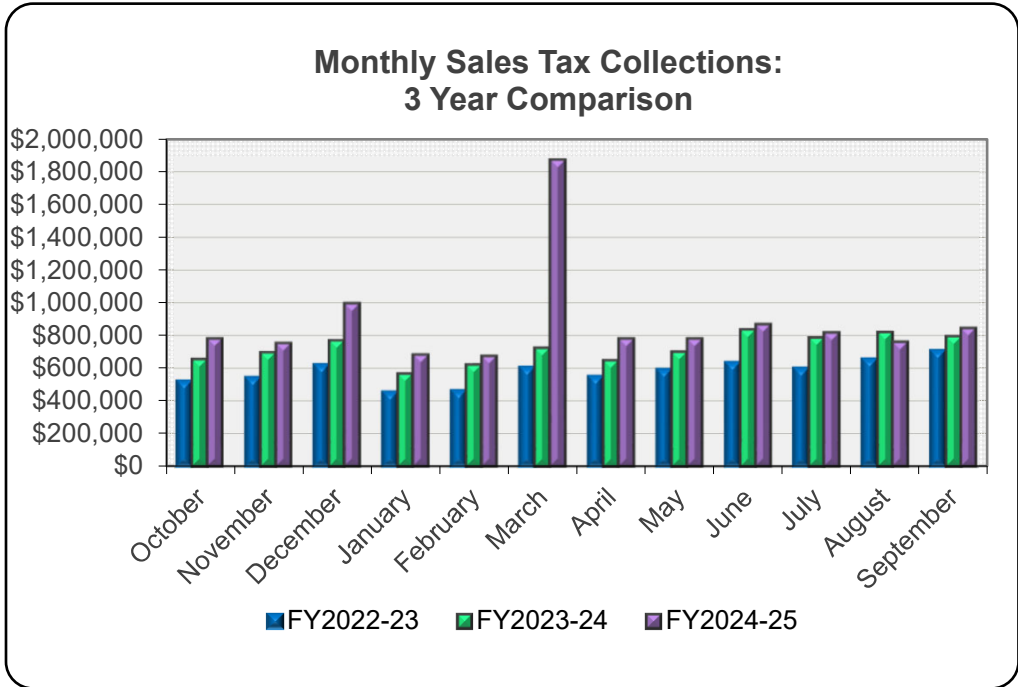
N/A

**ATTACHMENTS:**

1. 2025 Monthly Sales Tax Report

**CITY OF ANNA**  
**Schedule of Sales Tax Collections**  
*September 30, 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	779,340	20%	647,636
May	780,970	12%	699,251
June	867,435	4%	835,007
July	817,173	4%	785,388
August	761,329	-7%	818,441
September	844,898	6%	794,437
	<b>\$ 10,612,271</b>		<b>\$ 8,611,581</b>
 Budget:	 6,753,000	 157%	 6,753,100





Item No. 6.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact: Salena Tittle

**AGENDA ITEM:**

Event Updates / Upcoming Events / Reminders

**SUMMARY:**

**City of Anna 12 Days of Christmas:**

The City of Anna's 12 Days of Christmas started on December 6th, with a different family event each and every day. You've got a few more days left of fun-filled events, so don't miss out!

**January Meeting Reminder:**

Please do not forget, the next CDC/EDC Joint Board Meeting will not be held again until January 8, 2026.

**Happy Holidays:**

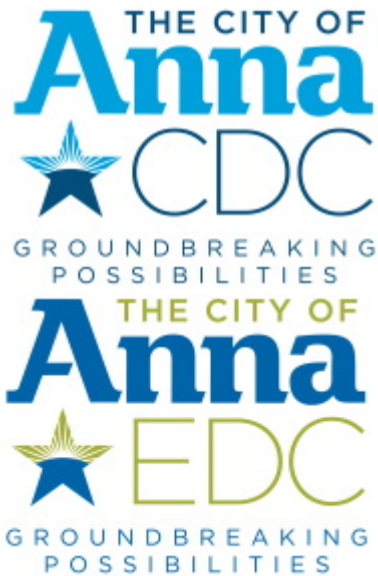
The EDC staff would like to wish each member of the CDC/EDC Board a very Merry Christmas and a Happy New Year! May this season bring you joy, rest, and meaningful time with loved ones. Thank you for your dedication and leadership throughout the year. We are definitely looking forward to a successful and inspiring year ahead!

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**



Item No. 7.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.

**SUMMARY:**

Closed session deliberation.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**



Item No. 7.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

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

**SUMMARY:**

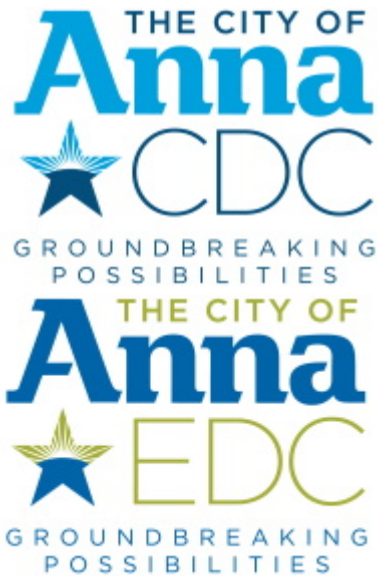
Closed session deliberation.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**



Item No. 7.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

**SUMMARY:**

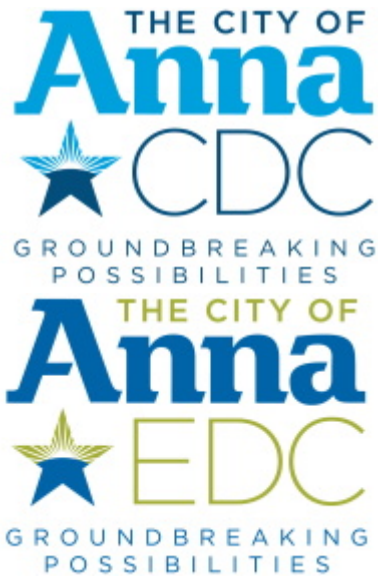
Closed session deliberation.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**



Item No. 7.d.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

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

**SUMMARY:**

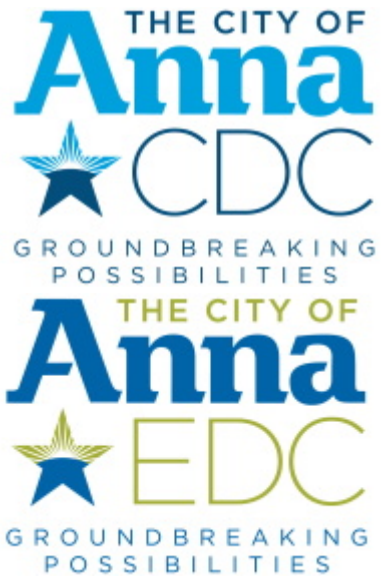
Closed session deliberation.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**



Item No. 10.

EDC/CDC Agenda  
Staff Report

Meeting Date: 12/11/2025  
Staff Contact:

**AGENDA ITEM:**

Adjourn.

**SUMMARY:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**